



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, July 14, 2020 at 6:30 p.m.

TELECONFERENCE

DIAL-IN-NUMBER: 1 (669) 900-6833

MEETING ID: 812 4361 0435

I. Call To Order/Roll Call With Invocation & Pledge

CALL TO ORDER	Maria Davila, Mayor
INVOCATION	Reverend Sean Pica, Redeemer Lutheran Church
PLEDGE OF ALLEGIANCE	Dave Lopez, Retired KCBS Reporter
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

MAYOR Maria Davila	CITY CLERK Carmen Avalos
VICE MAYOR Al Rios	CITY TREASURER Gregory Martinez
COUNCIL MEMBERS Maria del Pilar Avalos Denise Diaz Gil Hurtado	CITY MANAGER Michael Flad
	CITY ATTORNEY Raul F. Salinas

COVID 19 Meeting Procedures

Pursuant to Governor Newsom's Executive Order N-29-20, dated March 17, 2020, members of the South Gate City Council, staff, and the public will participate in the July 14, 2020 meeting via a teleconference. To avoid exposure to COVID-19 this meeting will be held with City

Council Members participating via teleconference by calling Dial-in-Number: 1 (669) 900-6833 and Meeting ID: 812 4361 0435 and <https://us02web.zoom.us/j/81243610435>

Additionally, you may submit your comments electronically by emailing the City Clerk at cavalos@sogate.org.

Procedure for Participation:

Any person wanting to participate may request to “speak” on an agenda item. Once acknowledged and authorized by the Mayor the person may speak. Alternatively, any person may submit comments on an item electronically by emailing cavalos@sogate.org. Submissions by email must be received 30 minutes prior to the posted start time of the meeting if emailing subject.

Subject line should read: **COMMENTS FOR ITEM _____, MEETING OF July 14, 2020.**

Please note, you will enter the meeting muted, but if you want to comment on an Agenda Item or during the public comment portion of the Agenda, raise your hand or press *9 at the appropriate time indicated by the Mayor. When you are selected to speak, you will hear that you are unmuted, this is the time to make your public comments. Your patience with these changes is appreciated as the City adjusts to new ways of conducting business during the COVID-19 pandemic. Thank you.

Accessibility: Reasonable accommodations for individuals with disabilities will be handled on a case-by-case basis and in accordance with the Americans with Disabilities Act and Governor Newsom’s Executive Order N-29-20. Please call the Office of the City Clerk at 323.563.9510.

III. Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is \$650 monthly regardless of the amount of meetings.

IV. Proclamations, Certificates, Introductions And Ceremonial Actions

1. Proclamation: Recognizing Journalist Dave Lopez

The City Council will issue a Proclamation to Dave Lopez in recognition and appreciation for his 48 years as a distinguished award winning journalist and to wish him the best in his retirement. (PD)

Documents:

2. Proclamation: National Minority Mental Health Awareness

The City Council will issue a Proclamation declaring July 2020 as National Minority Mental Health Awareness Month to encourage citizens to learn about mental health disorders, treatments and services.
(ADMIN)

Documents:

[ITEM 2 REPORT 07142020.PDF](#)

V. Comments From The Audience

During this time, members of the public and staff may address the City Council regarding any items within the subject matter jurisdiction of the City Council. Comments from the audience will be limited to five (5) minutes per speaker; unless authorized by the Mayor, the time limit may not be extended by utilizing another member's time. There will be no debate or action on items not listed on the agenda unless authorized by law.

Note: The City Council desires to provide all members of the public with the opportunity to address the Council. Nevertheless, obscene language, comments intended to disrupt or interfere with the progress of the meeting or slanderous comments will not be tolerated and may result in ejection and/or may constitute a violation of South Gate Municipal Code Section 1.04.110.

VI. Reports And Comments From City Officials

During this time, members of the City Council will report on matters pertaining to their service on various intergovernmental boards and commissions as a representative of the City pursuant to Assembly Bill 1234. City Council Members will also have an opportunity to comment on matters not on the agenda.

Following the City Council Members, reports and comments will be heard by the City Clerk, City Treasurer, City Manager and Department Heads.

VII. Consent Calendar Items

Agenda Items **3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17** are consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

Any Motion to introduce or adopt an Ordinance on the Consent Calendar shall be: (1) a motion to waive the reading of the Ordinance and introduce the Ordinance or (2) a motion to waive the reading of the Ordinance and adopt the Ordinance, as appropriate.

3. Resolution: California Natural Resources Agency

The City Council will consider: (PARKS)

- a. Adopting a **Resolution** _____ authorizing the application and accepting grant funds in the amount of \$200,000 from the California Natural Resources Agency to complete Deferred Maintenance Projects at South Gate Park; and
- b. Authorizing the City Manager to execute and submit the State of California Natural Resources Agency Grant Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 3 REPORT 07142020.PDF](#)

4. Resolution: California Department Of Housing

The City Council will consider: (CD)

- a. Adopting a **Resolution** _____ authorizing application, submittal and receipt of grant funding in the amount of \$721,320 from the California Department of Housing and Community Development's Permanent Local Housing Allocation Program;
- b. Increasing the Fiscal Year 2020/21 revenue projection in Account Number 265-4675 (Permanent Local Housing Grant Fund - Affordable Housing) by \$721,320 from \$0 to \$721,320;
- c. Appropriating \$721,320 to Account Number 265-608-41-6670 (Permanent Local Housing Grant Fund - Affordable Housing); and
- d. Authorizing the City Manager to execute and submit the Standard Agreement for this grant, including amendments, in a form acceptable to the City Attorney.

Documents:

[ITEM 4 REPORT 07142020.PDF](#)

5. Contract: South Gate Chamber Of Commerce

The City Council will consider: (CD)

- a. Approving an **Agreement (Contract No. _____)** with the South Gate Chamber of Commerce for Community Promotion Activities for Fiscal Year 2020/21 and Fiscal Year 2021/22, retroactively effective July 1, 2020, in the amount of \$50,000 per year; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 5 REPORT 07142020.PDF](#)

6. Contract Amendment : Tripepi Smith And Associates

The City Council will consider: (CD)

- a. Approving **Amendment No. 2 to Contract No. 3562** with Tripepi Smith and Associates, Inc., for additional Marketing and Economic Development Design Support Services on an as-needed basis, in the amount of \$10,000;
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City attorney.

Documents:

[ITEM 6 REPORT 07142020.PDF](#)

7. Contract Amendment: Interwest Consulting Group

The City Council will consider: (CD)

- a. Approving **Amendment No. 1 to Contract No. 3360** Interwest Consulting Group to continue providing plan check and building inspection services for an additional two-year term, in an amount not to exceed \$500,000, or \$250,000 annually; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 7 REPORT 07142020.PDF](#)

8. Contract Amendment: SEAACA

The City Council will consider: (PD)

- a. Approving **Amendment No. I to Contract No. 3525** with the Southeast Area Animal Control Authority for animal control and sheltering services, retroactively effective July 1, 2020, for an amount not to exceed \$627,538 for Fiscal Year 2020/2 1; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 8 REPORT 07142020.PDF](#)

9. Contract: MNS Engineers, Inc.

The City Council will consider: (PW)

- a. Approving an **Agreement (Contract No. _____)** with MNS Engineers, Inc., for construction management and inspection services for the Water Facility Chlorination System Upgrades Project, City Project No. 586-WTR, in an amount not-to-exceed \$399,580; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 9 REPORT 07142020.PDF](#)

10. Contract: John L. Hunter And Associates

The City Council will consider: (PW)

- a. Approving an **Agreement (Contract No. _____)** with John L. Hunter and Associates, Inc., for the management of the Industrial Waste Program and the Fat, Oil, and Grease Control Program, for a three-year term, in an amount not to exceed \$167,940, or \$55,980 annually; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 10 REPORT 07142020.PDF](#)

11. Contract: Engineering Resources Of Southern California, Inc.

The City Council will consider: (PW)

- a. Approving an **Agreement (Contract No. _____)** with Engineering Resources of Southern California, Inc., to provide construction management and inspection services for the Chakemco Street Improvement Project, City Project No. 593-ST, in an amount not-to-exceed \$55,372; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 11 REPORT 07142020.PDF](#)

12. Contract: Southstar Engineering & Consulting, Inc.

The City Council will consider: (PW)

- a. Approving an **Agreement (Contract No. _____)** with Southstar Engineering & Consulting, Inc., for construction management and inspection services for the construction of street improvements on Garfield Avenue from South City Limit to Jefferson Avenue and Imperial Highway from West City Limit to East City Limit, City Project No. 413-ST, Federal Project No. STPL 5257(030), the Firestone Boulevard and Otis Street Improvements, and the Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032), in an amount not to exceed \$428,136;
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 12 REPORT 07142020.PDF](#)

13. Contract: Kimley-Horn And Associates, Inc.

The City Council will consider: (PW)

- a. Approving an **Agreement (Contract No. _____)** with Kimley-Horn and Associates, Inc., to provide traffic engineering and staff augmentation services for a two-year term with an option for a one-year extension, for an annual amount not to exceed \$105,000; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 13 REPORT 07142020.PDF](#)

14. Contract Amendment: MOU LA County Metropolitan Transportation Authority

The City Council will consider: (PW)

- a. Approving **Amendment No. 5 to Contract No. 2796**, Memorandum of Understanding with the Los Angeles County Metropolitan Transportation Authority retroactively extending the grant funds lapsing date from February 28, 2019 to February 28, 2020, for the Firestone Boulevard Regional Corridor Capacity Enhancement, Metro Project ID No. F3124, City Project No. 476-TRF, for the 2009 Call for Projects Program grant funds; and
- b. Authorizing the Mayor to execute Amendment No. 5 in a form acceptable to the City Attorney.

Documents:

[ITEM 14 REPORT 07142020.PDF](#)

15. Trust For Public Land

The City Council will consider authorizing the Trust for Public Land to pursue private donor opportunities to raise funds for the Urban Orchard Project, City Project No. 539-PRK, and to offer naming opportunities to project donors dependent on the amount of the donation. (PW)

Documents:

[ITEM 15 REPORT 07142020.PDF](#)

16. Reschedule Of Citywide Parking Plan

The City Council will consider rescheduling consideration to approve the Citywide On-Street Parking Management Plan and the Priority Tool Kit to an in-person City Council Meeting after the COVID-19 pandemic.

Documents:

[ITEM 16 REPORT 07142020.PDF](#)

17. Minutes

The City Council will consider approving the Regular and Special Meeting minutes of June 23, 2020. (CLERK)

Documents:

[ITEM 17 REPORT 07122020.PDF](#)

VIII. Reports, Recommendations And Requests

18. Contract Hydrotech Corporation

The City Council will consider: (PW)

- a. Approving an **Agreement (Contract No. _____)** with Pacific Hydrotech Corporation to construct the Water Facilities Chlorination System Upgrades (Project), City Project No. 586-WTR, in an amount not-to-exceed \$3,333,600;
- b. Authorizing the City Manager to approve up to \$200,000 in construction change orders to be funded with budget contingency funds;
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and

d. Approving the Notice of Exemption for the construction of the Project and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

Documents:

[ITEM 18 REPORT 07142020.PDF](#)

19. Warrants/Cancellations

The City Council will consider approving the Warrants for July 14, 2020.
(ADMIN SVCS)

Total of Checks:	\$2,552,318.10
Voids	\$ (930.60)
Total of Payroll Deductions:	\$ (420,561.69)
Grand Total:	\$2,130,825.81

Cancellations: 85801, 86867, 87953, 87968, 88292, 88699

Documents:

[ITEM 19 REPORT 07142020.PDF](#)

IX. Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted July 9, 2020 at 4:35 p.m. as required by law.

Carmen Avalos, CMC
City Clerk

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office

8650 California Avenue, South Gate, California 90280
(323) 563-9510 * fax (323) 563-5411 * www.cityofsouthgate.org

In compliance with the American with Disabilities Act, if you need special assistance to participate in the City Council Meetings, please contact the Office of the City Clerk.

Notification 48 hours prior to the City Council Meeting will enable the City to make reasonable arrangements to assure accessibility.

RECEIVED

City of South Gate

Item No. 1

JUL 9 - 2020

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

12:35pm

AGENDA BILL

For the Regular Meeting of: July 14, 2020

Originating Department: Police

Department Director:

Dana Araks
Randall Davis

City Manager:

Michael Flad
Michael Flad

SUBJECT: PROCLAMATION RECOGNIZING DAVE LOPEZ FOR HIS 48 YEARS AS A DISTINGUISHED AWARD WINNING JOURNALIST

PURPOSE: To recognize Dave Lopez for his 48 years as a distinguished award winning journalist.

RECOMMENDED ACTION: Mayor Maria Davila will issue a Proclamation to Dave Lopez in recognition and appreciation for his 48 years as a distinguished award winning journalist and to wish him the best in his retirement.

FISCAL IMPACT: None.

BACKGROUND: In June 1972, Dave Lopez began his career as a Southern California news reporter. During his more than four decades, he has covered nearly every major local event in Southern California. Throughout his career, Dave Lopez has received numerous journalism awards for his work, including Emmy Awards, Golden Mike Awards, Associated Press Awards and recognition from the Radio Television Digital News Association.

The City Council wishes to recognize Dave for all of his hard work and wish him the best in his retirement.

ATTACHMENT: Proclamation.

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Presented to

Dave Lopez

In recognition of his 48 years as a distinguished
award winning journalist

- WHEREAS,** Dave Lopez moved to South Gate in 1950 with his parents;
- WHEREAS,** Mr. Lopez began his legendary career as a sportswriter at the Huntington Park Daily Signal newspaper;
- WHEREAS,** in 1972, Mr. Lopez made the move to TV as a general assignment and sports reporter at KHJ now KCAL 9;
- WHEREAS,** in 1977, Mr. Lopez joined CBS 2, as a general assignment reporter and has covered nearly every major local event in Southern California during his more than four decades;
- WHEREAS,** Mr. Lopez is one of the most experienced journalists and a trusted source for news in Southern California;
- WHEREAS,** throughout his career, Mr. Lopez has received numerous journalism awards for his work, including Emmy Awards, Golden Mike Awards, Associated Press Awards and recognition from the Radio Television Digital News Association;
- WHEREAS,** Mr. Lopez announced his well-deserved retirement on June 30, 2020;

NOW, THEREFORE, on this 14th day of July 2020, I, **Maria Davila, Mayor of the City of South Gate,** on behalf of the City Council and citizens, do hereby recognize Dave Lopez and duly thank him for his 48 years of dedicated service reporting the news. Happy retirement!

15/

Mayor Maria Davila

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City of South Gate

Item No. 2

JUL 8 - 2020

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

8:20pm

AGENDA BILL

For the Regular Meeting of: July 14, 2020

Originating Department: Administration

Management Analyst:

Marina Urias
Marina R. Urias

City Manager:

Michael Flad
Michael Flad

SUBJECT: PROCLAMATION DECLARING JULY 2020 AS NATIONAL MINORITY MENTAL HEALTH AWARENESS MONTH

PURPOSE: Council Member Maria del Pilar Avalos added this item to the Agenda to declare July 2020 as National Minority Mental Health Awareness Month.

RECOMMENDED ACTION: Mayor Maria Davila will issue a Proclamation declaring July 2020 as National Minority Mental Health Awareness Month to encourage citizens to learn about mental health disorders, treatments and services.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: National Minority Mental Health Awareness month was established in 2008 to raise awareness to the unique struggles that underrepresented groups face in regard to mental illness in the United States. While the term 'minority' is traditionally associated with racial, ethnic, or cultural minorities within the U.S., many organizations have focused on expanding this term to include individuals from a wide range of marginalized and underserved communities. Mental health conditions do not discriminate based on race, color, gender or identity. Anyone can experience the challenges of mental illness regardless of their background.

Now more than ever, the mental health community must come together and show that no one is ever really alone. People with mental illness can recover with appropriate ongoing treatment and support. The City Council encourages citizens to learn the warning signs of mental illness, its conditions, treatments and services.

ATTACHMENT: Proclamation.

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring July 2020 as National Minority Mental Health Awareness Month

WHEREAS, each year since 2008, the month of July has been designated as National Minority Mental Health Awareness Month to raise awareness to the unique struggles that underrepresented groups face in regard to mental illness in the United States;

WHEREAS, while the term 'minority' is traditionally associated with racial, ethnic, or cultural minorities within the U.S., many organizations have focused on expanding this term to include individuals from a wide range of underserved communities who are often overlooked;

WHEREAS, mental health conditions do not discriminate based on race, color, gender or identity, and anyone can experience the challenges of mental illness regardless of their background;

WHEREAS, millions of people are affected by mental illness each year across the country, one in five adults will experience mental illness, one in 25 adults experience serious mental illness, and 17% of youth experience a mental health disorder;

WHEREAS, people with mental illness can recover with appropriate ongoing treatment and support.

NOW THEREFORE, be it proclaimed on this 14th day of July 2020 that I, **Maria Davila, Mayor of the City of South Gate,** on behalf of the City Council, do hereby proclaim the month of July 2020 as National Minority Mental Health Awareness Month to encourage citizens to learn the warning signs of mental illness, its conditions, treatments and services.

15/

Mayor Maria Davila

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JUN 30 2020

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: July 14, 2020
Originating Department: Parks & Recreation

Interim Director: Steve Costley/ISV
Steve Costley

City Manager: [Signature]
Michael Flad

SUBJECT: RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTING GRANT FUNDS FROM THE CALIFORNIA NATURAL RESOURCES AGENCY FOR DEFERRED MAINTANCE PROJECTS

PURPOSE: To apply and accept grant funds from the State of California Natural Resources Agency (CNRA) to complete Deferred Maintenance Projects at South Gate Park.

RECOMMENDED ACTION:

- a. Adopt Resolution authorizing the application and accepting grant funds in the amount of \$200,000 from the California Natural Resources Agency to complete Deferred Maintenance Projects at South Gate Park; and
- b. Authorize the City Manager to execute and submit the State of California Natural Resources Agency Grant Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: The CNRA has allocated \$200,000 in grant funding for the City to complete Deferred Maintenance Projects at South Gate Park. Of the \$200,000 allotted, the City will receive \$196,000 for project work and the CNRA will receive \$4,000 for administering the funding program. These funds will be deposited into the Building & Infrastructure Maintenance Fund where these projects will be budgeted.

ANALYSIS: The City is scheduled to implement the second year of the Parks & Recreation Departments Deferred Maintenance Project in Fiscal Year 2020/21 in the amount of \$818,000. Projects listed for this year included items such as the replacement of the Auditorium roof, repair of the Park Yard parking bays, and replacement of the Sports Center PA system. This grant from the CNRA will allow us to transfer a large portion of the costs from the City's Building & Infrastructure Maintenance (BIM) Fund to the grant program.

BACKGROUND: This item was continued from the City Council Meeting of June 23, 2020. In August of 2019, the City was notified by Speaker Anthony Rendon's Office that there was an earmark in the State of California 2019/2020 budget for the City of South Gate.

*"Item 0540-101-0001, Natural Resources Agency
Schedule (1), subschedule (q)*

City of South Gate community facilities, park, or recreation facilities construction, acquisition, or improvements, \$200,000

Per Provision 5 (p. 45), the funds appropriated in subschedule q are available for encumbrance or expenditure through June 30, 2023”

In working with the Speaker’s Office and the CNRA, staff determined that the best use of the funding would be to allocate it to one of the “Deferred Maintenance Projects” scheduled for Fiscal Year 2020/21. This would allow us to move forward with some much needed repairs and reduce the burden on the City’s General Fund during these critical times.

The adoption of the proposed Resolution will allow staff to begin the process of encumbering the funds with the CNRA.

ATTACHEMENT: Proposed Resolution

RESOLUTION NO. _____

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, AUTHORIZING THE APPLICATION AND ACCEPTING GRANT
FUNDS IN THE AMOUNT OF \$200,000 FROM THE CALIFORNIA NATURAL
RESOURCES AGENCY TO COMPLETE DEFERRED MAINTENCE PROJECTS
AT SOUTH GATE PARK**

WHEREAS, the Legislature and Governor of the State of California have approved a grant for deferred maintenance projects;

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures;

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of application(s) before submission of said application(s) to the state; and

WHEREAS, the Grantee will enter into an agreement with the State of California for the deferred maintenance project(s).

**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF SOUTH GATE DOES
HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The City Council hereby authorizes the application and acceptance of grant funds in the amount of \$200,000 from the California Natural Resources Agency to complete Deferred Maintenance Projects at South Gate Park.

SECTION 2. The City Council hereby certifies that the City of South Gate (“City”) understands the assurances and certification in the Project Information Form.

SECTION 3. The City Council hereby certifies that the City will have sufficient funds to operate and maintain the project(s) or will enter into an agreement with another entity to perform said operation and maintenance.

[Remainder of page left blank intentionally.]

SECTION 4. The City Council hereby certifies that the City has reviewed and understands the General Provisions contained in the Project Agreement shown in the Procedural Guide.

SECTION 5. The City Council hereby authorizes the City Manager to execute and submit the State of California Natural Resources Agency Grant Agreement, in a form acceptable to the City Attorney, attached hereto as Exhibit "A."

SECTION 6. The City Council hereby authorizes the City Manager or his designee to execute all necessary documents including, but not limited to, the Project Information Form and payment requests which may be necessary for the completion of the Deferred Maintenance Projects at South Gate Park.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 14th day of July 2020.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

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Item No. 4

JUL 9 - 2020

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:30pm

AGENDA BILL

For the Regular Meeting of: July 14, 2020
Originating Department: Community Development

Department Director: Joe Perez
Joe Perez

City Manager: Michael Flad
Michael Flad

SUBJECT: RESOLUTION AUTHORIZING APPLICATION, SUBMITTAL AND RECEIPT OF GRANT FUNDS FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM THROUGH THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

PURPOSE: To adopt a Resolution enabling the City to apply for \$721,320 in non-matching, non-competitive, Permanent Local Housing Allocation (PLHA) Program grant funds through the California Department of Housing and Community Development (HCD). These grant funds are to be used to implement plans to increase the affordable housing stock in South Gate.

RECOMMENDED ACTIONS:

- a. Adopt Resolution authorizing application, submittal and receipt of grant funding in the amount of \$721,320 from the California Department of Housing and Community Development's Permanent Local Housing Allocation Program;
- b. Increase the Fiscal Year 2020/21 revenue projection in Account Number 265-4675 (Permanent Local Housing Grant Fund - Affordable Housing) by \$721,320 from \$0 to \$721,320;
- c. Appropriate \$721,320 to Account Number 265-608-41-6670 (Permanent Local Housing Grant Fund - Affordable Housing); and
- d. Authorize the City Manager to execute and submit the Standard Agreement for this grant, including amendments, in a form acceptable to the City Attorney.

FISCAL IMPACT: Over the next five years, the City expects to receive approximately \$4,327,920 in PLHA Program grant funds and the allocation for Fiscal Year 2020/21 is estimated at \$721,320. The City is not required to provide matching funds.

The revenue source of PLHA Program entitlement funds is derived from recording fees for real estate transactions paid to the County of Los Angeles. Therefore, it should be noted that the projected allocations over the next five years will vary, depending on the number of transactions conducted in a given calendar year.

ALIGNMENT WITH COUNCIL GOALS: The proposed Resolution will allow the City to continue to create and protect strong sustainable neighborhoods by ensuring the City has plans and policies in place to attract and create desirable housing development, and maintain and improve neighborhoods to achieve a livable community.

ANALYSIS: The Permanent Local Housing Allocation (PLHA) Program administered by the California Department of Housing and Community Development (HCD) provides a permanent source of funding to cities and counties to help meet the unmet need for affordable housing and increase the supply of affordable housing units.

Funding Available

Under the PLHA Program, funding is provided through formula grants to entitlement jurisdictions (i.e. metropolitan cities with populations of at least 50,000) based on the formula prescribed under federal law for the Community Development Block Grant (CDBG) Program over a five-year funding period, as well as through a competitive grant program to non-entitlement jurisdictions. The City is an entitlement jurisdiction and is eligible to receive an estimated \$721,320 in Year 1 and a total of \$4,327,920 over the five years. It is important to note that this is only an estimate since annual PLHA amounts are subject to change. This is because funding for the PLHA Program is generated through a fee on real estate transactions, which may fluctuate from year to year.

The application deadline for Year 1 PLHA Program grant funds is July 27, 2020. Funds will be awarded between August 2020 and October 2020. Funding will be disbursed upon the completion of an application, including an adopted Resolution by the City Council, authorizing application, submittal and receipt of the funds (Attachment A).

It has been confirmed with HCD technical assistance staff that the City meets all of the threshold requirements (e.g. Housing Element compliance, submitted 2018 and 2019 APR to HCD, and is having a public comment period and adoption for proposed funding activities) and is able to submit an application to receive funding.

Proposed Activities

The City intends to utilize the PLHA Program grant funding under the direction of eligible activity (a)1 from the programs final guidelines, which indicates funding can be used for "the predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely Low Income, Very Low, Low, or Moderate income households, including necessary Operating subsidies."

The City will dedicate grant funds received for all five (5) years to the acquisition and development of the listed parcels below:

- 9029 Long Beach Boulevard (Near South Gate Housing Authority Property at 9001-9019 Long Beach Boulevard).
- 9037 Long Beach Boulevard (Near South Gate Housing Authority Property at 9001-9019 Long Beach Boulevard).
- 2835 Glenwood Place (Near South Gate Housing Authority Property at 9001-9019 Long Beach Boulevard).
- 13050 Paramount Boulevard (Former LACOE/ former Rancho Market Site).
- Gateway District Specific Plan Area.
- Gateway Cities Council of Governments (GCCOG)- Planning Services (1% of Allocation).

Through the acquisition and development of properties on Long Beach Boulevard and Glenwood Place, the City would be able to enhance the outcome of the 9001- 9019 Long Beach Boulevard development project in which we have partnered with Habitat for Humanity, helping to ultimately further the development and availability of affordable housing for residents. The South Gate Housing Authority recently acquired the 13050 Paramount Boulevard property from the Los Angeles County Office of Education (LACOE) and the grant funds will assist in pre-development/ development work that is needed to construct high-quality affordable housing. The Gateway District Specific Plan Area will also use the grant funds for pre-development work and possible property and acquisition for additional affordable housing units.

The Gateway COG, a Joint Powers Authority of the Gateway Cities Region, is requesting 1% of Gateway Cities' maximum PLHA funds to help continue the COG's regional housing planning efforts. The COG began these efforts in 2019 by requesting a similar allocation of SB2 Planning Grant funds. The Gateway Cities COG Board approved this assessment in May, 2019. Funding will pay for a COG staff member to focus solely on helping cities accelerate housing production, by organizing region-wide housing workshops, creating shared informational resources, and identifying and promoting best practices from inside and outside the region.

These proposed projects would ensure the City continues to develop well designed projects, and will assist the City in developing additional affordable housing units. Upon City Council adoption of the proposed Resolution, the application for the PLHA Grants Program will be submitted to HCD.

BACKGROUND: In 2017, Governor Brown signed the 2017 Housing Package, 15 housing bills aimed at addressing the state's housing shortage and high housing costs. Specifically, it included the Building Homes and Jobs Act (SB 2, 2017), which established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. Because the number of real estate transactions recorded in each county will vary from year to year, the revenues collected will fluctuate.

HCD announced the availability of approximately \$195 million in funding for the PLHA Program (via Notice of Funding Availability (NOFA), dated February 26, 2020). This NOFA is funded pursuant to Senate Bill (SB) 2. SB 2 established the Building Homes and Jobs Trust Fund (Fund) and authorizes the HCD to allocate 70% of funds collected and deposited in the Fund to local governments for eligible housing and homelessness activities. The intent of SB 2 is to provide a permanent, on-going source of funding to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

The State requires entitlement jurisdictions to use PLHA Program grant funds to increase the supply of affordable housing. To obtain PLHA Program grant funds, the City must submit an application to HCD, along with its Five Year Plan for the funds; a description of the way the City will prioritize investments that increase the supply of affordable housing; and a description of how the Plan is consistent with the programs set forth in the City's for households Housing Element. The application also requires the City to show that the Five-Year Plan was authorized and adopted by resolution by the City Council and that the public had an adequate opportunity to review and comment on its content.

It is recommended that the City Council adopt the attached Resolution authorizing application, submittal and receipt of funding for the preparation of plans and processes to increase the affordable housing stock in South Gate.

ATTACHMENTS: A. Proposed Resolution
B. PLHA Grant- Notice of Funding Availability (NOFA)
C. Draft- PLHA Grant Application

RESOLUTION NO. ____

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, AUTHORIZING APPLICATION, SUBMITTAL AND
RECEIPT OF GRANT FUNDING IN THE AMOUNT OF \$721,320 FROM
THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT'S PERMANENT LOCAL HOUSING ALLOCATION
(PLHA) PROGRAM**

WHEREAS, the State of California Department of Housing and Community Development (“Department”) is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component (“PLHA Program”) from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)));

WHEREAS, the Department issued a Notice of Funding Availability (“NOFA”) dated February 26, 2020, under the PLHA Program;

WHEREAS, applicants include eligible local governments applying for the program to administer one or more eligible activities, or a local or regional housing trust fund to whom an eligible local government has delegated its PLHA formula allocation;

WHEREAS, the Department may approve funding allocations for the Program, subject to the terms and conditions of the Guidelines, NOFA, PLHA Program requirements, the Standard Agreement and other contracts between the Department and PLHA Program grant recipients;

WHEREAS, the City Council of the City of South Gate (“City”) is an eligible applicant and desires to submit a PLHA Program grant application package (“Application”), with the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment;

WHEREAS, the PLHA Program does not have a matching funds requirement.

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

SECTION 1. The City Council hereby authorizes the application and submittal of the Application to the Department.

SECTION 2. If the City receives PLHA Program grant funds from the Department pursuant to the above referenced PLHA NOFA, the City Council hereby represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal

statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts City may have with the Department.

SECTION 3. The City Council hereby authorizes and directs City staff to receive a PLHA Program grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA of \$4,327,920 in accordance with all applicable rules and laws.

SECTION 4. The City Council hereby agrees to use the PLHA Program grant funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the City and the Department.

SECTION 5. The City Council hereby certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

SECTION 6. The City hereby certifies that, if funds are used for the development of an Affordable Rental Housing Development Project (“Project”), the City shall make PLHA Program assistance in the form of a low-interest, deferred loan to the sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the City’s underwriting of the Project for a term of at least 55 years.

SECTION 7. The City hereby acknowledges that the City shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

SECTION 8. The City Council hereby authorizes the City Manager, or his designee, to execute and submit the City’s PLHA Program Application.

[Remainder of page left blank intentionally.]

SECTION 9. The City Council hereby authorizes the City Manager to execute and submit the PLHA Standard Agreement for this grant, including amendments, as well as any other documents which are related to the PLHA Program or the PLHA grant awarded to the City, in a form acceptable to the City Attorney and attestation by the City Clerk.

SECTION 10. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 14th day of July 2020.


CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670
Sacramento, CA 95833
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov



February 26, 2020

MEMORANDUM FOR: All Potential Applicants

FROM: Jennifer Seeger, Acting Deputy Director
Division of Financial Assistance

SUBJECT: **Permanent Local Housing Allocation Program
Entitlement and Non-entitlement Local Government
Formula Component Notice of Funding Availability**

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Entitlement and Non-entitlement Local government formula component Notice of Funding Availability for approximately **\$195 million** for the Permanent Local Housing Allocation (PLHA) program. This funding provides grants to Entitlement and Non-entitlement Local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

The Department will begin accepting Program applications on **April 27, 2020** through 5:00 p.m. Pacific Standard Time on **July 27, 2020**. The Department will only accept applications through a postal carrier service such as U.S. Postal Service, UPS, FedEx, or other carrier services that provide date stamp verification confirming delivery to the Department's office. Please contact the Department if delivery is not completed by fault of the carrier service. The delivery address is:

California Department of Housing and Community Development
Division of Financial Assistance, Program Design and Implementation
Permanent Local Housing Allocation Program
2020 West El Camino Avenue, Suite 150
Sacramento, CA 95833

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, electronically transmitted, or walk-in application packages will be accepted.

The PLHA application forms, workshop details, and Guidelines are posted on the Department's [website](#). To receive information on workshops and other updates, please subscribe to the PLHA listserv. If you have any further questions, please contact PLHA@hcd.ca.gov.

Attachment

Permanent Local Housing Allocation Program

Entitlement and Non-entitlement Local Government Formula Component

Notice of Funding Availability



**Gavin Newsom, Governor
State of California**

**Lourdes Castro Ramirez, Secretary
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director
Department of Housing and Community Development**

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833
Telephone: (916) 263-2771

Website: <http://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml>

Email: PLHA@hcd.ca.gov

February 26, 2020

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**Permanent Local Housing Allocation
Entitlement and Non-Entitlement Local Government Formula Component
Notice of Funding Availability**

I. Overview

A. Notice of Funding Availability

The California Department of Housing and Community Development (Department) is announcing the availability of approximately **\$195 million** in funding for the Permanent Local Housing Allocation (PLHA) program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). This NOFA is funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019.

Funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, on-going source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

For the 2019-20 fiscal year, the Department will issue two separate NOFAs to award the (PLHA) funds:

1. Entitlement and Non-entitlement Local government formula component NOFA; and
2. Non-entitlement Local government competitive component NOFA (anticipated in August 2020).

This NOFA outlines threshold and application requirements for Entitlement Local governments and Non-entitlement Local governments as defined in Guidelines Section 101. Entitlement Local governments are metropolitan cities and urban counties that received a CDBG grant for fiscal year 2017 pursuant to the federal formula specified in 42 USC Section 5306.

B. Timeline

NOFA Release Date	February 26, 2020
Application Submittal	April 27, 2020 – July 27, 2020
Award Announcement	August, 2020 – October, 2020

C. Authorizing Legislation and Regulations

SB 2 (Chapter 364, Statutes of 2017) established the PLHA program. The program operates under the requirements of Health and Safety Code (HSC), Part 2 of Division 31, Chapter 2.5 (commencing with Section 50470).

Section 50470 (b)(2)(B)(i) of the HSC authorizes the Department to allocate 70 percent of the moneys collected and deposited in the Fund, beginning in calendar year 2019, for the PLHA program.

Section 50470 (b)(2)(B)(i)(I) of the HSC requires the Department to allocate 90 percent of PLHA funds based on the federal CDBG formula specified in 42 USC, Section 5306, except that the portion allocated to Non-entitlement Local governments is required to be distributed through a competitive grant program for Non-entitlement Local governments.

Section 50470 (b)(2)(B)(i)(II) of the HSC requires the Department to allocate the remaining 10 percent of PLHA funds equitably to Non-entitlement Local governments.

Section 50470 (d) authorizes the Department to adopt Guidelines to implement the PLHA program, not subject to the rulemaking provisions of the California Administrative Procedure Act.

This NOFA governs the administration of funding from the Fund (created by Section 50470, subdivision (a)(1) and appropriated by item 2240-103-3317 in the Budget Act of 2019) and made available under the PLHA program.

Capitalized terms not otherwise defined in this NOFA shall have the meanings set forth in Guidelines Section 101.

II. Program requirements

The following is provided as a summary for the allocation of the PLHA funds to Entitlement and Non-entitlement Local governments and is not to be considered a complete representation of the eligibility, threshold, or other requirements, terms and conditions.

A. Eligible Applicants

An Applicant must be an Entitlement Local government, a Non-entitlement Local government, or a Local or Regional Housing Trust Fund delegated by the Local government pursuant to Guidelines Section 300.

A Local government that delegates another Local government to submit an application and administer the formula component of PLHA funds on its behalf must enter into a legally binding agreement with the Local government, as set forth in Guidelines Section 300(c).

A Local government that delegates a Local or Regional Housing Trust Fund to submit an application and administer the formula component of PLHA funds on its behalf must enter into a legally binding agreement with the Local or Regional Housing Trust Fund, as set forth in Guidelines Section 300(d).

B. Eligible Activities

Pursuant to Guidelines Section 301(a), the PLHA funds allocated to eligible Applicants must be used to carry out one or more of the eligible activities listed below:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. See Appendix B for a list of High-cost areas in California.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
6. Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - a. This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded California Emergency Solutions and Housing (CESH) Program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.
 - b. Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with Welfare Institutions Code (WIC) Section 8255(b)(8). An Applicant allocated funds

for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255(b).

7. Accessibility modifications in Lower-income Owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing projects, or matching funds invested by a county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the Affordable housing project.

Twenty percent of the moneys in the Fund are required by statute to be expended for Affordable Owner-Occupied Workforce Housing (AOWH). If funding proposed in Local government Plans for AOWH activities is lower than 20 percent of the moneys available in the Fund, the Department may require Local governments to use a specific percentage of their annual formula allocations in some future year for AOWH activities as part of the annual funding process.

C. Allocation of Funding and Award Limits

An Entitlement and a Non-entitlement Local government are eligible for an allocation of PLHA funds. See Appendix A for allocation of PLHA funds to each Entitlement and Non-entitlement Local government for fiscal year 2019-20.

The PLHA funds allocated to each Entitlement Local government is directly proportionate to each Entitlement Local government's share of total 2017 Community Development Block Grant (CDBG) allocation in California.

The PLHA funds allocated to each Non-entitlement Local government is based on the sum of:

1. Fifty percent of the funding available for the Non-entitlement formula component divided by the number of Local governments eligible for the Non-entitlement formula component; and
2. Fifty percent of the funding available for the Non-entitlement formula component allocated in proportion to each Non-entitlement Local government's share of the total most severe housing need in California's Non-entitlement Local governments, based upon the most recent U.S. Department of Housing and

Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS) data.

Two or more Local governments may expend PLHA funds on an eligible jointly funded project, provided the project is an eligible Activity pursuant to Guidelines Section 301(a), and will be located within the boundaries of one of the Local governments.

An Applicant eligible for an allocation of PLHA funds must comply with the Deadline and Funding Requirements set forth in Guidelines Section 304.

In order to avoid amending the Department Standard Agreement each year, and to expedite the disbursement of PLHA funds, the Department Standard Agreement and the Applicant's PLHA resolution shall include a five-year estimate of PLHA formula allocations, as stated in Appendix C, as the maximum funding amount. The actual amounts may be lower, and the disbursements will be based on the actual allocation amounts. Please be advised that no funding from any subsequent year will be disbursed if the Local government is not in compliance with the Housing Element requirement and the Housing Element Annual Progress Report requirement stated in Guidelines Section 302(a) and (b), or in the event that the Local government has not submitted its annual PLHA report, as required by Guidelines Section 503. In addition, the grantee must be in compliance with Guidelines Sections 300(e) and 502. For a list of jurisdictions currently ineligible for PLHA funds due to the Housing Element and/or Annual Progress Report requirement, please refer to Appendix D.

D. Program Administrative and Activity Delivery Costs

A Local government that receives an allocation award under this NOFA shall not use more than 5 percent of the allocation for administrative costs related to the execution of eligible activities.

Staff and overhead costs directly related to carrying out the eligible activities described in Guidelines Section 301(a) are "activity costs" and not subject to the cap on "administrative costs." A Local government may share any funds available for administrative costs with entities to which it provides funding.

Predevelopment expenses for construction projects funded by PLHA funds, and costs to develop and prepare the PLHA application and Plan may be paid from the PLHA funds regardless of when the costs were incurred. Reimbursement of expenses to prepare the PLHA application and Plan are subject to the cap on administrative costs. Other costs incurred more than one year prior to commitment by the Local government may not be paid from the PLHA funds.

E. Application Requirements

An Applicant must submit a complete application and other documents by the deadline stated in this NOFA. Applications submitted in response to this NOFA must meet the threshold requirements set forth in Guidelines Section 302.

F. Administration and Reporting Requirements

A grantee of the PLHA funds must meet the administration requirements set forth in Guidelines Sections 500 and 501, and reporting requirements in Section 503.

III. Application Submission and Review Procedures

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format, not a PDF document. Applications that do not meet the program requirements outlined in this NOFA will not be eligible for funding. Application forms are available for download on the [PLHA webpage](#).

A. Application Submission Process

A complete original application with original signature, and an electronic copy on Compact Disc or USB flash drive with all applicable information can be submitted to the Department between **April 27, 2020 and July 27, 2020**. No applications will be accepted after **5:00 p.m. Pacific Standard Time on July 27, 2020**. The Department will only accept applications through a postal carrier service such as U.S. Postal Service, UPS, FedEx, or other carrier services that provide date stamp verification confirming delivery to the Department's office. Please contact the Department if delivery is not completed by fault of the carrier service. The delivery address is:

California Department of Housing and Community Development
Division of Financial Assistance, PDI
Permanent Local Housing Allocation Program
2020 West El Camino Avenue, Suite 150
Sacramento, CA 95833

Personal deliveries will not be accepted. No facsimiles, incomplete applications, application revisions, electronically transmitted, or walk-in application packages will be accepted. Applications that do not meet the filing deadline requirements will not be eligible for funding.

It is the Applicant's responsibility to ensure that the application is clear, complete, and accurate. The Department may request additional clarifying information and/or inquire as to where in the application specific information is located. However, missing and/or forgotten application information or documentation may cause the application not to pass threshold.

Those Applicants that are notified they did not pass threshold requirements will have the opportunity to appeal.

B. Application Workshops

Applicants are strongly encouraged to attend a PLHA workshop to gain information critical for preparing the application, which will be discussed at the workshop. PLHA

workshop dates, times, and locations are located on the Department's [PLHA webpage](#). These in-person workshops will cover the NOFA and application.

IV. Appeals

A. Basis of Appeals

1. Upon receipt of the Department's notice that an application has been determined to be incomplete, ineligible, or fail threshold review, Applicants under this NOFA may appeal such decision(s) to the Department pursuant to this section.
2. No Applicant shall have the right to appeal a decision of the Department relating to another Applicant's eligibility, award, denial of award, or any other matter related thereto.
3. The appeal process provided herein applies solely to decisions of the Department made in this NOFA and does not apply to any decisions to be made pursuant to future NOFAs.

B. Appeal Process and Deadlines

1. **Process.** In order to file an appeal, an Applicant must submit a written appeal to the Department, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed description of how the application is complete, eligible or meets threshold requirements, as applicable, or provide additional information to resolve the Department's determination. Appeals are to be submitted to the Department at PLHA@hcd.ca.gov according to the deadline set forth in Department review letters.
2. **Filing Deadline.** Appeals must be received by the Department no later than five (5) business days from the date of the Department's threshold review letter representing the Department's decision made in response to the application.

C. Decisions

Any request to appeal the Department's decision regarding an application shall be reviewed for compliance with the Guidelines and this NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

D. Award Announcements and Contracts

The Department anticipates issuing award letters between August 2020 and October 2020. Award recommendations will be posted on the [PLHA webpage](#).

V. Other terms and conditions

A. Right to Modify or Suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website.

B. Disclosure of Application

Information provided in the application will become a public record and available for review by the public, pursuant to the California Public Records Act (Gov. Code section 6250 et seq.). As such, any materials provided will be disclosed to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

C. Conflicts

In the event of any conflict between the terms of this NOFA and either applicable state or federal law or regulation, the terms of the applicable state or federal law or regulation shall control. Applicants are deemed to have fully read and understand all applicable state and federal laws, and regulations pertaining to PLHA, and understand and agree that the Department shall not be responsible for any errors or omissions in the preparation of this NOFA.

APPENDICES

Appendix A: Entitlement and Non-entitlement Local Government Formula Allocation for Fiscal Year 2019-20.

Entitlement Local Government		Non-entitlement Local Government	
Local Government	Funding Amount	Local Government	Funding Amount
Alameda	\$558,765	Alpine County	\$68,065
Alameda County	\$933,865	Alturas	\$79,305
Alhambra	\$465,628	Amador City	\$65,861
Aliso Viejo	\$119,177	Amador County	\$134,185
Anaheim	\$2,155,285	American Canyon	\$117,435
Antioch	\$394,235	Anderson	\$103,770
Apple Valley	\$287,561	Angels	\$81,289
Bakersfield	\$1,730,902	Arcata	\$176,062
Baldwin Park	\$488,178	Artesia	\$135,728
Bellflower	\$513,624	Arvin	\$138,593
Berkeley	\$1,293,584	Atwater	\$158,209
Buena Park	\$369,242	Auburn	\$119,859
Burbank	\$477,182	Avenal	\$104,652
Camarillo	\$135,354	Benicia	\$141,459
Carlsbad	\$272,582	Biggs	\$70,710
Carson	\$414,730	Bishop	\$83,713
Cathedral City	\$283,223	Blue Lake	\$68,285
Cerritos	\$109,213	Brawley	\$151,156
Chico	\$390,348	Butte County	\$333,428
Chino	\$249,365	Calaveras County	\$206,477
Chino Hills	\$177,285	Calexico	\$203,832
Chula Vista	\$1,059,483	Calimesa	\$88,783
Citrus Heights	\$312,759	Calipatria	\$77,101
Clovis City	\$365,609	Calistoga	\$85,256
Compton	\$769,720	Capitola	\$105,092
Concord	\$488,785	Carmel-by-the-Sea	\$81,950
Contra Costa County	\$2,170,178	Chowchilla	\$110,382
Corona	\$582,003	Clearlake	\$145,867
Costa Mesa	\$528,581	Coalinga	\$103,109
Cupertino City	\$165,510	Colfax	\$72,032
Daly City	\$511,821	Colusa	\$85,917
Davis	\$302,924	Colusa County	\$83,493
Delano City	\$325,124	Corcoran	\$113,908
Downey	\$520,279	Corning	\$92,529
El Cajon	\$645,382	Crescent City	\$80,848
El Centro (Colonia Only)	\$245,998	Del Norte County	\$140,797

Entitlement Local Government		Non-entitlement Local Government	
Local Government	Funding Amount	Local Government	Funding Amount
El Monte	\$847,292	Dinuba	\$148,291
Elk Grove	\$439,787	Dixon	\$115,451
Encinitas	\$156,044	Dorris	\$66,522
Escondido	\$842,911	Dos Palos	\$82,832
Fairfield	\$390,910	Dunsmuir	\$72,032
Fontana	\$981,122	El Centro	\$216,175
Fountain Valley	\$144,608	El Dorado County	\$479,995
Fremont	\$641,160	Etna	\$67,183
Fresno	\$3,407,603	Eureka	\$187,522
Fresno County	\$1,643,348	Exeter	\$97,819
Fullerton	\$688,452	Farmersville	\$98,260
Garden Grove	\$994,343	Ferndale	\$71,150
Gardena	\$329,877	Firebaugh	\$95,395
Gilroy City	\$244,259	Fort Bragg	\$106,856
Glendale	\$867,025	Fort Jones	\$69,167
Glendora City	\$130,258	Fortuna	\$108,619
Goleta	\$94,015	Fowler	\$81,069
Hanford	\$295,468	Glenn County	\$106,856
Hawthorne	\$612,819	Grass Valley	\$135,508
Hayward	\$651,735	Greenfield	\$139,916
Hemet	\$402,536	Gridley	\$92,529
Hesperia	\$505,777	Grover Beach	\$121,182
Huntington Beach	\$548,495	Guadalupe	\$101,125
Huntington Park	\$651,678	Gustine	\$73,575
Indio City	\$455,962	Hidden Hills	\$71,371
Inglewood	\$735,776	Hollister	\$180,249
Irvine	\$757,977	Holtville	\$82,611
Kern County	\$2,160,344	Humboldt County	\$344,448
La Habra	\$388,867	Huron	\$99,582
La Mesa	\$188,809	Imperial	\$91,427
Laguna Niguel	\$153,414	Imperial County	\$173,858
Lake Elsinore	\$248,527	Indian Wells	\$88,783
Lake Forest	\$221,070	Industry	\$65,596
Lakewood	\$270,847	Inyo County	\$103,770
Lancaster	\$694,855	Ione	\$75,338
Livermore	\$208,540	Jackson	\$87,460
Lodi	\$336,265	King City	\$134,185
Lompoc	\$227,027	Kings County	\$163,499
Long Beach	\$2,926,784	Lake County	\$241,741
Los Angeles	\$26,219,573	Lakeport	\$79,305
Los Angeles County	\$11,025,126	Lassen County	\$102,007
Lynwood	\$631,387	Lemoore	\$145,205

Entitlement Local Government		Non-entitlement Local Government	
Local Government	Funding Amount	Local Government	Funding Amount
Madera	\$422,319	Lincoln	\$203,171
Marin County	\$725,571	Lindsay	\$117,214
Menifee	\$251,604	Live Oak	\$89,664
Merced	\$518,719	Livingston	\$108,839
Milpitas City	\$238,595	Loomis	\$81,730
Mission Viejo	\$206,683	Los Banos	\$188,184
Modesto	\$969,747	Loyalton	\$67,624
Montebello	\$316,758	Madera County	\$273,920
Monterey	\$116,419	Mammoth Lakes	\$81,730
Monterey County	\$648,380	Maricopa	\$66,742
Monterey Park	\$318,871	Marina	\$157,548
Moreno Valley	\$1,029,809	Mariposa County	\$128,455
Mountain View	\$256,551	Marysville	\$110,382
Napa City	\$318,210	McFarland	\$112,806
National City	\$393,191	Mendocino County	\$349,958
Newport Beach	\$169,613	Merced County	\$310,947
Norwalk	\$592,762	Modoc County	\$76,440
Oakland	\$3,704,475	Mono County	\$77,101
Oceanside	\$649,151	Montague	\$68,726
Ontario	\$920,018	Mount Shasta	\$89,885
Orange	\$607,483	Napa County	\$143,222
Orange County	\$1,272,164	Nevada City	\$78,865
Oxnard	\$1,158,429	Nevada County	\$306,319
Palm Desert	\$171,306	Orange Cove	\$101,345
Palm Springs	\$192,237	Orland	\$92,529
Palmdale	\$779,064	Oroville	\$137,051
Palo Alto	\$231,496	Pacific Grove	\$118,757
Paradise	\$93,596	Palos Verdes Estates	\$96,717
Paramount City	\$438,197	Parlier	\$133,524
Pasadena	\$936,076	Pismo Beach	\$99,582
Perris City	\$466,532	Placer County	\$455,090
Petaluma	\$184,357	Placerville	\$110,823
Pico Rivera	\$338,973	Plumas County	\$121,182
Pittsburg	\$317,683	Plymouth	\$67,404
Placentia	\$214,774	Point Arena	\$67,404
Pleasanton City	\$151,089	Portola	\$75,338
Pomona	\$1,068,445	Rancho Mirage	\$172,094
Porterville	\$342,754	Red Bluff	\$124,047
Rancho Cordova City	\$285,366	Rio Dell	\$79,085
Rancho Cucamonga	\$450,476	Rio Vista	\$96,276
Rancho Santa Margarita	\$101,396	Riverbank	\$122,063
Redding	\$336,814	San Benito County	\$121,182

Entitlement Local Government		Non-entitlement Local Government	
Local Government	Funding Amount	Local Government	Funding Amount
Redondo Beach	\$130,830	San Joaquin	\$78,644
Redwood City	\$347,719	San Juan Bautista	\$75,999
Rialto	\$597,786	San Juan Capistrano	\$236,452
Riverside	\$1,622,125	Sand City	\$67,139
Riverside County	\$3,996,171	Santa Cruz County	\$565,952
Rocklin City	\$134,638	Scotts Valley	\$103,770
Rosemead	\$343,238	Shasta County	\$286,924
Roseville	\$313,366	Shasta Lake	\$102,227
Sacramento	\$2,357,067	Sierra County	\$67,624
Sacramento County	\$2,720,826	Siskiyou County	\$142,120
Salinas	\$1,006,847	Solano County	\$128,234
San Bernardino	\$1,622,027	Soledad	\$120,961
San Bernardino County	\$3,459,141	Sonora	\$91,427
San Buenaventura	\$357,439	South Lake Tahoe	\$165,703
San Clemente	\$189,040	St. Helena	\$89,003
San Diego	\$5,790,183	Suisun City	\$154,683
San Diego County	\$1,979,966	Susanville	\$93,191
San Francisco	\$8,718,035	Sutter County	\$116,333
San Joaquin County	\$1,310,193	Sutter Creek	\$78,644
San Jose	\$4,348,646	Taft	\$90,546
San Leandro	\$349,960	Tehama	\$65,596
San Luis Obispo County	\$872,502	Tehama County	\$186,685
San Marcos City	\$319,178	Trinidad	\$66,081
San Mateo	\$341,894	Trinity County	\$121,622
San Mateo County	\$1,209,550	Truckee	\$104,652
Santa Ana	\$2,803,706	Tulare County	\$583,584
Santa Barbara	\$453,109	Tulelake	\$68,506
Santa Barbara County	\$569,787	Tuolumne County	\$242,182
Santa Clara	\$479,491	Ukiah	\$129,777
Santa Clara County	\$736,733	Vernon	\$65,376
Santa Clarita	\$588,259	Wasco	\$135,508
Santa Cruz	\$264,744	Weed	\$76,661
Santa Maria	\$733,471	Westmorland	\$72,693
Santa Monica	\$547,516	Wheatland	\$72,032
Santa Rosa	\$694,325	Williams	\$80,848
Santee	\$134,374	Willits	\$92,309
Seaside	\$193,124	Willows	\$93,631
Simi Valley	\$290,357	Winters	\$88,783
Sonoma County	\$899,393	Woodlake	\$89,885
South Gate	\$721,320	Yolo County	\$136,610
South San Francisco	\$217,980	Yountville	\$81,069
Stanislaus County	\$1,154,982	Yreka	\$102,007

Stockton	\$1,711,430	Yuba County	\$272,377
Entitlement Local Government			
Local Government	Funding Amount		
Sunnyvale	\$533,023		
Temecula	\$273,393		
Thousand Oaks	\$296,040		
Torrance	\$444,374		
Tulare	\$318,433		
Turlock	\$309,854		
Tustin	\$385,545		
Union City	\$253,935		
Upland	\$277,837		
Vacaville	\$240,500		
Vallejo	\$505,369		
Ventura County	\$859,749		
Victorville	\$632,770		
Visalia	\$630,815		
Vista	\$408,882		
Walnut Creek	\$138,449		
Watsonville	\$362,515		
West Covina	\$388,763		
West Sacramento	\$236,679		
Westminster	\$510,577		
Whittier	\$383,190		
Woodland	\$248,989		
Yorba Linda	\$106,529		
Yuba City	\$311,140		

Appendix B: List of High-cost Areas in California

High-cost Area by County	High-cost Area pursuant to Federal Housing Finance Agency's Maximum Loan Limits for Mortgages Acquired in Calendar Year 2020	High-cost Area pursuant to Department of Housing and Urban Development Very low-Income Adjustments due to High-Housing Cost for Fiscal Year 2020
Alameda	x	
Butte		x
Contra Costa	x	
El Dorado	x	
Los Angeles	x	
Madera		x
Marin	x	
Mendocino		x
Mono	x	
Monterey	x	
Napa	x	
Orange	x	
Placer	x	
Riverside		x
Sacramento	x	
San Benito	x	
San Bernardino		x
San Diego	x	
San Francisco	x	
San Luis Obispo	x	
San Mateo	x	
Santa Barbara	x	
Santa Clara	x	
Santa Cruz	x	
Sierra		x
Sonoma	x	
Tulare		x
Ventura	x	
Yolo	x	

Appendix C: Estimate of Five-Year PLHA Allocation for Entitlement and Non-entitlement Local Government

Entitlement Local Government		Non-entitlement Local Government	
Local Government	Estimate 5-Year Funding Amount	Local Government	Estimate 5-Year Funding Amount
Alameda	\$3,352,590	Alpine County	\$408,390
Alhambra	\$2,793,768	Alturas	\$475,835
Aliso Viejo	\$715,062	Amador City	\$395,168
Anaheim	\$12,931,710	Amador County	\$805,115
Antioch	\$2,365,410	American Canyon	\$704,612
Apple Valley	\$1,725,366	Anderson	\$622,622
Bakersfield	\$10,385,412	Angels	\$487,737
Baldwin Park	\$2,929,068	Arcata	\$1,056,372
Bellflower	\$3,081,744	Artesia	\$814,372
Berkeley	\$7,761,504	Arvin	\$831,563
Buena Park	\$2,215,452	Atwater	\$949,257
Burbank	\$2,863,092	Auburn	\$719,158
Camarillo	\$812,124	Avenal	\$627,912
Carlsbad	\$1,635,492	Benicia	\$848,754
Carson	\$2,488,380	Biggs	\$424,261
Cathedral City	\$1,699,338	Bishop	\$502,283
Cerritos	\$655,278	Blue Lake	\$409,715
Chico	\$2,342,088	Brawley	\$906,940
Chino	\$1,496,190	Butte County	\$2,000,572
Chino Hills	\$1,063,710	Calaveras County	\$1,238,865
Chula Vista	\$6,356,898	Calexico	\$1,222,996
Citrus Heights	\$1,876,554	Calimesa	\$532,699
Clovis City	\$2,193,654	Calipatria	\$462,611
Compton	\$4,618,320	Calistoga	\$511,540
Concord	\$2,932,710	Capitola	\$630,557
Corona	\$3,492,018	Carmel-by-the-Sea	\$491,704
Costa Mesa	\$3,171,486	Chowchilla	\$662,295
Cupertino City	\$993,060	Clearlake	\$875,203
Daly City	\$3,070,926	Coalinga	\$618,655
Davis	\$1,817,544	Colfax	\$432,196
Delano City	\$1,950,744	Colusa	\$515,507
Downey	\$3,121,674	Colusa County	\$500,961
El Cajon	\$3,872,292	Corcoran	\$683,453
El Centro	\$1,475,988	Corning	\$555,180
Elk Grove	\$2,638,722	Crescent City	\$485,092
El Monte	\$5,083,752	Del Norte County	\$844,787
Encinitas	\$936,264	Dinuba	\$889,749
Escondido	\$5,057,466	Dixon	\$692,710

Entitlement Local Government		Non-entitlement Local Government	
Local Government	Estimate 5 Year Funding Amount	Local Government	Estimate 5 Year Funding Amount
Fairfield	\$2,345,460	Dorris	\$399,135
Fontana	\$5,886,732	Dos Palos	\$496,994
Fountain Valley	\$867,648	Dunsmuir	\$432,196
Fremont	\$3,846,960	El Centro	\$1,297,051
Fresno	\$20,445,618	El Dorado County	\$2,879,974
Fullerton	\$4,130,712	Etna	\$403,103
Gardena	\$1,979,262	Eureka	\$1,125,138
Garden Grove	\$5,966,058	Exeter	\$586,917
Gilroy City	\$1,465,554	Farmersville	\$589,562
Glendale	\$5,202,150	Ferndale	\$426,906
Glendora City	\$781,548	Firebaugh	\$572,371
Goleta	\$564,090	Fort Bragg	\$641,136
Hanford	\$1,772,808	Fort Jones	\$415,004
Hawthorne	\$3,676,914	Fortuna	\$651,715
Hayward	\$3,910,410	Fowler	\$486,414
Hemet	\$2,415,216	Glenn County	\$641,136
Hesperia	\$3,034,662	Grass Valley	\$813,049
Huntington Beach	\$3,290,970	Greenfield	\$839,497
Huntington Park	\$3,910,068	Gridley	\$555,180
Indio City	\$2,735,772	Grover Beach	\$727,093
Inglewood	\$4,414,656	Guadalupe	\$606,754
Irvine	\$4,547,862	Gustine	\$441,452
Laguna Niguel	\$920,484	Hidden Hills	\$428,228
La Habra	\$2,333,202	Hollister	\$1,081,498
Lake Forest	\$1,326,420	Holtville	\$495,671
Lake Elsinore	\$1,491,162	Humboldt County	\$2,066,693
Lakewood	\$1,625,082	Huron	\$597,497
La Mesa	\$1,132,854	Imperial	\$548,568
Lancaster	\$4,169,130	Imperial County	\$1,043,148
Livermore	\$1,251,240	Indian Wells	\$532,699
Lodi	\$2,017,590	Industry	\$393,581
Lompoc	\$1,362,162	Inyo County	\$622,622
Long Beach	\$17,560,704	lone	\$452,032
Los Angeles	\$157,317,438	Jackson	\$524,764
Lynwood	\$3,788,322	King City	\$805,115
Madera	\$2,533,914	Kings County	\$980,995
Menifee	\$1,509,624	Lake County	\$1,450,450
Merced	\$3,112,314	Lakeport	\$475,835
Milpitas City	\$1,431,570	Lassen County	\$612,043
Mission Viejo	\$1,240,098	Lemoore	\$871,235
Modesto	\$5,818,482	Lincoln	\$1,219,029

Entitlement Local Government		Non-entitlement Local Government	
Local Government	Estimate 5 Year Funding Amount	Local Government	Estimate 5 Year Funding Amount
Montebello	\$1,900,548	Lindsay	\$703,289
Monterey	\$698,514	Live Oak	\$537,988
Monterey Park	\$1,913,226	Livingston	\$653,038
Moreno Valley	\$6,178,854	Loomis	\$490,382
Mountain View	\$1,539,306	Los Banos	\$1,129,105
Napa City	\$1,909,260	Loyalton	\$405,747
National City	\$2,359,146	Madera County	\$1,643,522
Newport Beach	\$1,017,678	Mammoth Lakes	\$490,382
Norwalk	\$3,556,572	Maricopa	\$400,458
Oakland	\$22,226,850	Marina	\$945,290
Oceanside	\$3,894,906	Mariposa County	\$770,732
Ontario	\$5,520,108	Marysville	\$662,295
Orange	\$3,644,898	McFarland	\$676,841
Oxnard	\$6,950,574	Mendocino County	\$2,099,753
Palmdale	\$4,674,384	Merced County	\$1,865,687
Palm Desert	\$1,027,836	Modoc County	\$458,644
Palm Springs	\$1,153,422	Mono County	\$462,611
Palo Alto	\$1,388,976	Montague	\$412,359
Paradise	\$561,576	Mount Shasta	\$539,311
Paramount City	\$2,629,182	Napa County	\$859,334
Pasadena	\$5,616,456	Nevada City	\$473,190
Perris City	\$2,799,192	Nevada County	\$1,837,916
Petaluma	\$1,106,142	Orange Cove	\$608,076
Pico Rivera	\$2,033,838	Orland	\$555,180
Pittsburg	\$1,906,098	Oroville	\$822,306
Placentia	\$1,288,644	Pacific Grove	\$712,546
Pleasanton City	\$906,534	Palos Verdes Estates	\$580,305
Pomona	\$6,410,670	Parlier	\$801,148
Porterville	\$2,056,524	Pismo Beach	\$597,497
Rancho Cordova City	\$1,712,196	Placer County	\$2,730,542
Rancho Cucamonga	\$2,702,856	Placerville	\$664,940
Rancho Santa Margarita	\$608,376	Plumas County	\$727,093
Redding	\$2,020,884	Plymouth	\$404,425
Redondo Beach	\$784,980	Point Arena	\$404,425
Redwood City	\$2,086,314	Portola	\$452,032
Rialto	\$3,586,716	Rancho Mirage	\$1,032,569
Riverside	\$9,732,750	Red Bluff	\$744,284
Rocklin City	\$807,828	Rio Dell	\$474,513
Rosemead	\$2,059,428	Rio Vista	\$577,661
Roseville	\$1,880,196	Riverbank	\$732,382
Sacramento	\$14,142,402	San Benito County	\$727,093

Entitlement Local Government		Non-entitlement Local Government	
Local Government	Estimate 5 Year Funding Amount	Local Government	Estimate 5 Year Funding Amount
Salinas	\$6,041,082	San Joaquin	\$471,868
San Bernardino	\$9,732,162	San Juan Bautista	\$455,999
San Clemente	\$1,134,240	San Juan Capistrano	\$1,418,712
San Diego	\$34,741,098	Sand City	\$402,838
San Francisco	\$52,308,210	Santa Cruz County	\$3,395,713
San Jose	\$26,091,876	Scotts Valley	\$622,622
San Leandro	\$2,099,760	Shasta County	\$1,721,544
San Marcos City	\$1,915,068	Shasta Lake	\$613,366
San Mateo	\$2,051,364	Sierra County	\$405,747
Santa Ana	\$16,822,236	Siskiyou County	\$852,722
Santa Barbara	\$2,718,654	Solano County	\$769,410
Santa Clara	\$2,876,946	Soledad	\$725,770
Santa Clarita	\$3,529,554	Sonora	\$548,568
Santa Cruz	\$1,588,464	South Lake Tahoe	\$994,219
Santa Maria	\$4,400,826	St. Helena	\$534,021
Santa Monica	\$3,285,096	Suisun City	\$928,099
Santa Rosa	\$4,165,950	Susanville	\$559,147
Santee	\$806,244	Sutter County	\$698,000
Seaside	\$1,158,744	Sutter Creek	\$471,868
Simi Valley	\$1,742,142	Taft	\$543,278
South Gate	\$4,327,920	Tehama	\$393,581
South San Francisco	\$1,307,880	Tehama County	\$1,120,113
Stockton	\$10,268,580	Trinidad	\$396,491
Sunnyvale	\$3,198,138	Trinity County	\$729,738
Temecula	\$1,640,358	Truckee	\$627,912
Thousand Oaks	\$1,776,240	Tulare County	\$3,501,506
Torrance	\$2,666,244	Tulelake	\$411,037
Tulare	\$1,910,598	Tuolumne County	\$1,453,095
Turlock	\$1,859,124	Ukiah	\$778,667
Tustin	\$2,313,270	Vernon	\$392,259
Union City	\$1,523,610	Wasco	\$813,049
Upland	\$1,667,022	Weed	\$459,966
Vacaville	\$1,443,000	Westmorland	\$436,163
Vallejo	\$3,032,214	Wheatland	\$432,196
San Buenaventura	\$2,144,634	Williams	\$485,092
Victorville	\$3,796,620	Willits	\$553,857
Visalia	\$3,784,890	Willows	\$561,792
Vista	\$2,453,292	Winters	\$532,699
Walnut Creek	\$830,694	Woodlake	\$539,311
Watsonville	\$2,175,090	Yolo County	\$819,661
West Covina	\$2,332,578	Yountville	\$486,414

Entitlement Local Government		Non-entitlement Local Government	
Local Government	Estimate 5 Year Funding Amount	Local Government	Estimate 5 Year Funding Amount
Westminster	\$3,063,462	Yreka	\$612,043
West Sacramento	\$1,420,074	Yuba County	\$1,634,265
Whittier	\$2,299,140		
Woodland	\$1,493,934		
Yorba Linda	\$639,174		
Yuba City	\$1,866,840		
Alameda County	\$5,603,190		
Contra Costa County	\$13,021,068		
Fresno County	\$9,860,088		
Kern County	\$12,962,064		
Los Angeles County	\$66,150,756		
Marin County	\$4,353,426		
Monterey County	\$3,890,280		
Orange County	\$7,632,984		
Riverside County	\$23,977,026		
Sacramento County	\$16,324,956		
San Bernardino County	\$20,754,846		
San Diego County	\$11,879,796		
San Joaquin County	\$7,861,158		
San Luis Obispo County	\$5,235,012		
San Mateo County	\$7,257,300		
Santa Barbara County	\$3,418,722		
Santa Clara County	\$4,420,398		
Sonoma County	\$5,396,358		
Stanislaus County	\$6,929,892		
Ventura County	\$5,158,494		

Appendix D: Ineligible Jurisdictions Due to Housing Element Requirement and/or Annual Progress Report (APR) Requirement stated in Guidelines Section 302(a) and (b)

As of the date of this notice, 72 jurisdictions are not in compliance with the Housing Element and/or Housing Element Annual Progress Report (APR) Requirements stated in Guidelines Section 302(a) and (b). PLHA is an over-the-counter program, so as these jurisdictions reach compliance with the Housing Element and APR requirements, they will be eligible for these funds. We acknowledge that many jurisdictions listed below are in process of obtaining compliance, and they will be eligible for this program once compliance is obtained during the application period.

Jurisdictions	Housing Element Compliance Status	2018 and 2019 APRs
Alturas	Out	
Amador City	Due- June 30, 2014	Neither received
Bell	Out	Neither received
Blue Lake	Out	Neither received
Blythe		Neither received
Bradbury		Neither received
California City		Neither received
Calipatria		Neither received
Canyon Lake	In Review	
Chowchilla	In Review	
Commerce		Neither received
Compton	Out	
Covina	Due- October 15, 2013	
Crescent City		Neither received
Cudahy		Neither received
Del Rey Oaks	In Review	
Desert Hot Springs	Out	
Dos Palos	In Review	
Eureka	In Review	
Ferndale		Neither received
Fort Jones	Out	
Fowler		Neither received
Glenn County		Neither received
Hesperia		Neither received
Holtville		Neither received
Huntington Beach	In Review	Neither received
Huntington Park	Out	Neither received
Inyo County		Neither received
La Habra Heights	Due- October 15, 2013	
La Puente	Out	
Lake County	Out	

Jurisdictions	Housing Element Compliance Status	2018 and 2019 APRs
La Mirada		Neither received
Lassen County		Neither received
Loyalton		Neither received
Marina	In Review	
Maywood	In Review	Neither received
Mendocino County	Out	
Mendota		Neither received
Modoc County		Neither received
Mono County	Out	
Montebello	Out	Neither received
Orange Cove	Out	
Parlier		Neither received
Patterson		Neither received
Pismo Beach	In Review	
Red Bluff	Due- August 31, 2019	
Rialto	In Review	Neither received
Ridgecrest		Neither received
Rio Dell	Due- August 31, 2019	
Ripon		Neither received
Rolling Hills	Out	Neither received
Sanger	In Review	
Seaside	In Review	
Selma	Out	
Shafter		Neither received
Soledad	In Review	
Sonora	Out	
South El Monte	Out	
Susanville	Out	
Trinidad	Due- August 31, 2019	
Trinity County	In Review	
Victorville	In Review	
Westlake Village	Out	
Westmorland	Out	
Wheatland	In Review	Neither received
Willows	In Review	
Woodlake	In Review	

Please note – the information provided above is current as of February 25, 2020. Please contact Paul McDougall, Housing Policy Manager, at paul.mcdougall@hcd.ca.gov with questions or to verify status of housing element compliance. For questions about APR compliance, please email APR@hcd.ca.gov.

Permanent Local Housing Allocation (PLHA) Formula Allocation

2020 Application



**State of California
Governor, Gavin Newsom**

**Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director
Department of Housing and Community Development**

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833
PLHA Program Email: PLHA@hcd.ca.gov

Final Filing Date: April 27, 2020 through July 27, 2020 at 5 P.M. PST

Instructions

Rev. 5/20/20

When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.

HCD will only accept applications through a postal carrier service such as U.S. Postal Service, UPS, FedEx or other carrier services that provide date stamp verification confirming delivery to HCD's office. A complete original application and an electronic copy on a USB flash drive with all applicable information must be received by HCD via postal carrier no later than 5:00 p.m. on:

Monday, July 27, 2020

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and unprotected, not a pdf document. For application errors please fill out the Application Support worksheet and email the entire workbook to Application Support for application errors at AppSupport@hcd.ca.gov.

General Instructions (Additional instructions and guidance are given throughout the Supplemental Application in "red" text and in cell comments.

Guideline references are made with "\$" and the corresponding guideline section number.

"Yellow" cells are for Sponsor input. Failure to provide the required attachments and documentation may disqualify your application from consideration or may negatively impact your point score.

Required attachments are indicated in "orange" throughout the Supplemental Application. Failure to provide the required attachments and documentation may disqualify your application from consideration or may negatively impact your point score. Electronically attached files must use the naming convention in the Supplemental Application. For Example: "App1 Payee Data" for Sponsor 1 Payee Data Record/STD. 204.

Threshold items are indicated in "blue" cells

"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program. Point cells in the Scoring worksheet shaded in "red" indicate that the Sponsor has failed to meet the minimum points required.

Sponsor must complete the following worksheets in the PLHA Formula Allocation Application.

Formula Allocation Application

302(c)(4) Plan

Legislative Contacts

Checklist

Binder Tab #	Threshold Requirement	Electronic File Name	Document Description	Included?
1	X	App1 Resolution	PLHA webpage for Resolution Document	Included
2	X	App1 Signature Block	Signature Block - upload in Microsoft Word Document	Included
3	X	App1 TIN	Taxpayer Identification Number Document	Included
4	X	Applicant Agreement	Legally binding agreement between Delegating and Administering Local Governments	Included
5		Plan Adoption	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.	Included

Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473): Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request."

Local Government Formula Allocation

Rev. 5/20/20

Eligible Applicant Type:		Entitlement	
Local Government Recipient of PLHA Formula Allocation:		South Gate	
Approximate PLHA Formula Allocation Amount:	\$721,320	Allowable Local Admin (5%):	\$36,066
<p>Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.</p> <p>The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.</p> <p>If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.</p>			
Eligible Applicants §300			
§300(a) and (b) Eligible Applicants for the entitlement and Non-entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.			
Applicant: City of South Gate			
Address: 8650 California Avenue			
City:	South Gate	State:	CA
Zip:	90280	County:	Los Angeles
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?			No
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)?			N/A
File Name:	App1 Resolution	PLHA webpage for Resolution Document	Attached and on USB? Yes
File Name:	App1 Signature Block	Signature Block - upload in Microsoft Word Document	Attached and on USB? Yes
File Name:	App1 TIN	Taxpayer Identification Number Document	Attached and on USB? Yes
File Name:	Applicant Agreement	Legally binding agreement between Delegating and Administering Local Governments	Attached and on USB? Yes
Eligible Activities, §301			
§301(a) Eligible activities are limited to the following:			Included?
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low, Very low, Low, or Moderate-income households, including necessary operating subsidies.			<input type="checkbox"/> YES
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs) that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.			<input checked="" type="checkbox"/> YES
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.			<input type="checkbox"/> YES
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.			<input type="checkbox"/> YES
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.			<input type="checkbox"/> YES
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.			<input type="checkbox"/> YES
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.			<input type="checkbox"/> YES
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.			<input type="checkbox"/> YES
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.			<input type="checkbox"/> YES
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.			<input type="checkbox"/> YES
Threshold Requirements, §302			
§302(a) Housing Element compliance: Applicant or Delegating Local Government's Housing Element was adopted by the Local Government's governing body by the application deadline and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.			Yes
§302(b) Applicant or Delegating Local Government has submitted the current or prior year's Annual Progress Report to the Department of Housing and Community Development pursuant to Government Code Section 65400.			Yes
§302(c)(2) Applicant certifies that submission of the application was authorized by the governing board of the Applicant.			Yes
§302(c)(3) Applicant certifies that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.			Yes
§302(c)(4) Does the application include a Plan in accordance with §302(c)(4)?			Yes
§302(c)(4)(D) Applicant certifies that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content.			Yes
§302(c)(5) Applicant certifies that the Plan submitted is for a term of five years. Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.			Yes
§302(c)(6) Applicant certifies that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.			Yes
§302(c)(7) Applicant certifies that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust.			N/A
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans will be reused for eligible activities specified in Section 301?			N/A
Administration			
Applicant agrees to adhere to §500, Accounting Records.			Yes
Applicant agrees to adhere to §501, Audits/Monitoring of PLHA Files.			Yes
Applicant agrees to adhere to §502, Cancellation/Termination.			Yes
Applicant agrees to adhere to §503, Reporting.			Yes
Certifications			
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.			
Michael Fiad		City Manager	
Authorized Representative Printed Name		Title	
Signature		Date	
Entity name:	City of South Gate	Phone Number:	(323) 563-9503
Entity Address	8650 California Avenue	City	South Gate
		State	CA
		Zip	90280

§302(c)(4) Plan

Rev. 5/20/20

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.
 The City of South Gate has been slated to receive \$721,320/year for the next (5) fiscal years in Permanent Local Housing Allocation (PLHA) program funding. The City intends to utilize program funding under the direction of eligible activity §301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. The City will dedicate funding received for all (5) years to the acquisition and development of the below listed properties:
 •Year 1 funding - 9029 Long Beach Blvd., APN 6204-025-037, estimated to yield 2 units
 •Year 2 funding - 9037 Long Beach Blvd., APN 6204-025-036, estimated to yield 2 units
 •Year 3 funding - 2835 Glenwood Place., APN 6204-025-038, estimated to yield 3 units
 •Year 4 funding - 13050 Paramount Blvd., APN 6264-004-900, estimated to yield 30 units

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).
 The City has currently demonstrated a prioritization of investments through the partnership undertaken with Habitat for Humanity for the 9001-9019 Long Beach Blvd. properties that are set to be turned into an affordable housing development serving mixed AMI units. The dedication of PLHA funding to acquire more property to include in this development demonstrates the investment the City has in providing more affordable housing stock for residents who sit at or below the 60% AMI level. The project, including properties acquired through the use of PLHA funding, will allocate 45% of the housing units as available to households that sit at or below the 60% AMI level. The City has also previously purchased a property at 13050 Paramount Blvd with the intention of developing affordable housing for City residents. While unsure of the # of units each will yield overall, the City ensures that 4% of the 13050 Paramount Blvd. development and 4% of the Gateway District property development will be utilized for those below the 60% AMI level.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.
 The City of South Gate's plan for the utilization of PLHA funding is consistent with the overall goals and objectives of the City's housing element in which they aim to address and meet the housing needs of all residents within the community. In regards to specific programs outlined in the housing element for which the plan for PLHA funding set forth in this application aligns, the housing element identifies a program to provide assistance for affordable housing development through providing technical assistance, financial support, and expedited review for affordable housing development. Because the City is seeking PLHA funding solely for the use of acquiring and pre-development of land that will be used for affordable housing, the intentions of use of funds as financial support for the development of more affordable housing directly align with the housing element program.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§302(c)(4)(E)(i) Provide a description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity	Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing	20%
--	---	------------

For the ownership activities listed for years 2019-2021, the funding will be used to acquire properties to add into the existing development project with Habitat for Humanity, that will ultimately culminate into one large affordable housing development serving mixed AMI units. The current development offers both rental and ownership but the acquisition and inclusion of the properties listed here would serve owner occupied units. For the ownership activities listed for years 2022 - 2023, funds will be used to begin the pre-development work (demolition of existing infrastructure) on the already acquired properties.

Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021	2021	2022	2022	2022	2023	2023						
Type of Affordable Housing Activity	Owner	Owner	Owner	Owner	Owner	Owner	Owner	Owner	Owner						
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	120%	120%	30%	50%	120%	50%	120%							TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level	185	205	estimate RHNA 6th cycle 1171		estimate RHNA 6th cycle 2130										390

§302(c)(4)(E)(i) Percentage of Funds Allocated for Each Affordable Housing Activity	100%	100%	100%		100%		100%											
§302(c)(4)(E)(ii) Projected Number of Households Served	2	2	2	1	1	29	1	4										42
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD								
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing project																		
The steps/actions required for the completion of the housing projects for the acquisition of 9029 Long Beach Blvd., 9037 Long Beach Blvd., and, 2835 Glenwood Place will be to identify the remainder of funding needed, after accounting for PLHA funding, and then identifying the source from which that funding will come. As it stands, the City has access to additional funding for these activities via HOME and CHDO funds, and will identify the best source to partner with the PLHA funding for the property acquisition. Steps after that will include beginning discussions with the property owners and moving forward with property disposition and acquisition actions. The City anticipates beginning these steps for each listed property upon receipt of each year's funding. The steps and actions needed for the 13050 Paramount Blvd. and the Gateway District properties will follow a similar schedule in that upon receipt of that year's funding for the associated property, the City will solicit a vendor for demolition of existing infrastructure while also crafting a NOFA and RFP for																		
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.																		
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.																		
§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.																		
§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.																		
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.																		
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.																		
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.																		
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.																		
File Name:	Plan Adoption	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local Jurisdiction and that the public had an adequate opportunity to review and comment on its content.												Attached and on USB?	Yes			

Legislative and Congressional Information

Rev. 5/20/20

Provide the Legislative and Congressional information for the applicant and each activity location, (if different than applicant location), included in this application.

To locate or verify the Legislative and Congressional information, click on the respective links below and enter the applicant office location zip code, the activity location site zip code(s) (i.e. zip code(s) where activities are performed), and any additional activity location site(s), as applicable.

[California State Assembly](#)

[California State Senate](#)

[U.S. House of Representatives](#)

Applicant Office Location			
	District #	First Name	Last Name
State Assembly Member	63	Anthony	Rendon
State Senate Member	33	Lena	Gonzalez
U.S. House of Representatives	44	Nanette	Barragan
Activity Location 1 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 2 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 3 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 4 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 5 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 6 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 7 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 8 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 9 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 10 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 11 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 12 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			

State Senate Member			
U.S. House of Representatives			
Activity Location 13 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 14 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 15 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 16 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 17 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 18 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 20 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 21 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 22 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 23 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 24 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 25 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Application Development Team (ADT) Support Form

Rev. 5/20/20

Please complete the "yellow" cells in the form below and email a copy to: AppSupport@hcd.ca.gov. A member of the Application Development Team will respond to your request within ASAP.

Full Name:		Date Requested:		Application Version Date:	
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Organization:		Email:		Contact Phone:	
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Justification:

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1								
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RECEIVED

JUL 9 - 2020

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

7:35am

AGENDA BILL

For the Regular Meeting of: July 14, 2020
Originating Department: Community Development

Department Director:

Joe Perez
Joe Perez

City Manager:

Michael Flad
Michael Flad

SUBJECT: AGREEMENT WITH THE CHAMBER OF COMMERCE FOR COMMUNITY PROMOTION ACTIVITIES

PURPOSE: To consider approving the proposed two-year agreement with the South Gate Chamber of Commerce (Chamber) for Community Promotion Activities in Fiscal Years (FY) 2020/21 and 2021/22. The previous two-year agreement with the Chamber expired June 30, 2020. The terms of the proposed Agreement remain the same as those in the previous Agreement.

RECOMMENDED ACTIONS:

- a. Approve Agreement with the South Gate Chamber of Commerce for Community Promotion Activities for Fiscal Year 2020/21 and Fiscal Year 2021/22, retroactively effective July 1, 2020, in the amount of \$50,000 per year; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

9/1/20

FISCAL IMPACT: Funds, in the amount of \$50,000, were included in the FY 2020/21 budget, in Account Number 100-601-42-6308 (General Fund - Community Development Administration - Civic Engagement). Staff will budget \$50,000 in FY 2021/22.

ALIGNMENT WITH COUNCIL GOALS: The approval of the proposed Agreement will enable the Chamber to continue providing Community Promotion Activities that support the goals of encouraging economic development and workforce development, as well as improving communications and civic engagement.

ANALYSIS: Over the past several years, the City has contracted with the Chamber to undertake business promotion activities. The Chamber is requesting funding from the City in the amount of \$50,000 for FY 2020/21 and \$50,000 for FY 2021/22 to continue providing services to the South Gate business community. This funding request is the same amount provided by the City in FY's 2018/19 and 2019/20.

The Chamber has met all performance goals for 2018/19 and 2019/20 that included:

- Successfully increasing its membership by at least 15% over the term of the FY 2019/20 Agreement. Membership went from 106 memberships to 122 memberships as of June 30, 2020.
- Offered relevant business counseling and educational seminars on topics relating to

- marketing, accounting, networking, business growth and other relevant topics.
- Promoted youth employment by offering three internships at the Chamber’s office to South Gate students that participated in the California Latino Youth Leadership Program, and one internship to a student attending the University of Southern California (USC).
 - Provided resources and promotion activities to the business community such as business workshops, trainings, networking events and ribbon cutting ceremonies for new businesses.
 - Submitted quarterly performance reports and financial statements.
 - Successfully coordinating the following events:
 - Southeast Los Angeles County Career Workforce Development Expo - The 3rd Annual event was held on Saturday, September 14, 2019, at the South Gate Municipal Auditorium from 10:00 am to 3:00 pm. The Chamber Co-hosted this event with the LA County Department of Mental Health. They had a total of 36 resource booths with representatives from schools, corporations, trade techs, community resources and non-profits. There was also a panel of experts in the fields of taxes, financial literacy, marketing, and owning a small business that provided input to the public. Approximately 150 attendees participated in this event. A similar event co-hosted with Hub Cities was held on January 31, 2019.
 - Southeast Los Angeles County Business Expo - The 3rd Annual event was held on June 18, 2019, at the South Gate Municipal Auditorium from 10:00 am to 2:00 pm. Event included seminars and workshops. There were a total of 40 different exhibitors, and 240 guests in attendance.
 - Speaker Series - Partnered with the Rotary Club of South Gate and the City held a February 5, 2020 speakers series event for South Gate businesses.
 - Hosted the 2020 Mayor’s State of the City Address.
 - Hosted the 74th Annual Children’s Christmas Lane Parade on December 8, 2019.
 - Helped organize a drive through food distribution event on Friday, June 26, 2020 at the American Legion Post #335 in the City from 1:00 pm to 3:00 pm. This event was organized in response to the COVID-19 pandemic to assist families affected by the food insecurity in Southeast Los Angeles. Approximately 750 families in the region received food packages at the event.

The proposed Agreement is for \$50,000 for FY 2020/21 and \$50,000 for FY 2021/22. The Chamber has reviewed the Agreement and agrees to the terms. Provided below is a summary of the terms in the proposed Agreement:

Continued Activities and Services

The Chamber will continue to disseminate information to the public about the benefits of locating a business in the City; serve as an informational bureau; maintain an office within the City which is accessible to the public; publicize City-sponsored activities and functions; advertise and promote the commercial expansion and development of the City; and work with the City, county and other public and private agencies to obtain appropriate information and services for prospective businesses. Furthermore, the Agreement includes partnering with civic groups in holding a “speaker series” event each year for local businesses and conducting ribbon-cutting ceremonies for new South Gate businesses.

The Chamber will continue to host the Children’s Christmas Lane Parade, the Mayor’s State of the City Address, the Career Workforce Development Expo, and the Southeast Los Angeles County Business Expo. The proposed Agreement will continue to include a performance measurement as included in the previous agreement, whereby the Chamber will work to increase its membership by at least 15% each year.

If regular scheduled events in the Agreement are cancelled due to the COVID-19 pandemic, the Chamber will provide mutually agreed upon substitute events, such as virtual events and forums that provide resources to the business community in South Gate.

Chamber’s Tax-Exempt Status

The Chamber's tax exempt status has been confirmed by the Franchise Tax Board and California Secretary of State.

ATTACHMENT: Proposed Agreement

**AGREEMENT FOR COMMUNITY PROMOTION ACTIVITIES FOR
FISCAL YEAR 2020/21 AND FISCAL YEAR 2021/22 BETWEEN
THE CITY OF SOUTH GATE AND
THE SOUTH GATE CHAMBER OF COMMERCE**

This Agreement for Community Promotion Activities for Fiscal Year 2020/21 and Fiscal Year 2021/22 (“Agreement”) is made and entered into on July 14, 2020, and retroactively effective July 1, 2020, by and between the City of South Gate, a municipal corporation (“City”), and the South Gate Chamber of Commerce, a California nonprofit corporation (“Chamber”). City and Chamber are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

RECITALS:

WHEREAS, the City desires to advertise and promote the advantages of South Gate as a commercial and industrial center, disseminate information related thereto, solicit and respond to inquiries concerning its opportunities and advantages, encourage new commercial and industrial concerns, and provide assistance to established commercial and industrial enterprises as to their growth and expansion plans;

WHEREAS, the commercial and industrial expansion of South Gate will benefit the residents and taxpayers of the City by generating additional revenues for the City, including sales tax revenue, and providing commercial and industrial centers conveniently located for South Gate residents, employees and consumers;

WHEREAS, the promotion of industrial and commercial growth will generate new jobs for South Gate residents who are now commuting to out-of-area jobs and will tend to reduce unemployment;

WHEREAS, the Chamber has been active within South Gate in fostering commercial and industrial growth and has facilities for disseminating information, soliciting commercial and industrial prospects, servicing both established and prospective commercial and industrial enterprises, and sponsoring special events which promote the commercial areas of the City;

WHEREAS, the Chamber is a corporate entity separate and apart from the City and neither the Chamber nor the City exercise any governance or control over one another;

WHEREAS, the Chamber confirms that it is in good standing with the Secretary of State and that its corporate filings are current.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PARTIES TO THIS AGREEMENT

The Parties to this Agreement are as follows:

- A. City: City of South Gate
8650 California Avenue
South Gate, CA 90280
- B. Chamber: South Gate Chamber of Commerce
3350 Tweedy Boulevard
South Gate, CA 90280

2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.

The representatives of the Parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principle representative of the City shall be the City Manager or his designee.
- B. The principal representative of the Chamber shall be the President of the Chamber of Commerce.
- C. Formal notices, demands and communications to be given hereunder by either of the Parties shall be made in writing and may be effective by personal delivery or by mail.
- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person is changed, written notice shall be given five (5) working days of said change.

3. TERM OF AGREEMENT.

This Agreement is **retroactively effective July 1, 2020, and will remain in effect through and including June 30, 2022**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. TERMINATION OF AGREEMENT.

The City may terminate the whole or any part of this Agreement if the Chamber fails to meet the requirements of this Agreement. In the event that the City exercises its right to terminate any part or all of this Agreement, the City shall provide the Chamber at least thirty (30) days written notice of termination and shall delineate those sections or all parts of this Agreement which shall be terminated.

5. SCOPE OF WORK.

City hereby engages the Chamber, and the Chamber accepts such engagement, to perform the Scope of Work as described in Exhibit "A" attached hereto and made a part to this Agreement.

6. COMPENSATION.

The total amount of compensation for this Agreement **shall not exceed Fifty Thousand Dollars (\$50,000) per Fiscal Year, and the total sum for the two (2) Fiscal Years shall**

not to exceed One Hundred Thousand Dollars (\$100,000). The payments will be made in installments. The installment schedule is as follows:

For Fiscal Year 2020/21:

- The first installment in the sum of \$20,000 is to be paid by October 27, 2020. (*1st Performance Report is due Tuesday, October 6, 2020*)
- The second installment in the sum of \$10,000 is to be paid by January 26, 2020. (*2nd Performance Report is due Tuesday, January 5, 2020*)
- The third installment in the sum of \$10,000 is to be paid by April 27, 2020. (*3rd Performance Report is due Tuesday, April 6, 2020*)
- The fourth installment in the sum of \$10,000 is to be paid by July 27, 2020. (*4th Performance Report is due Tuesday, July 6, 2020*)

For Fiscal Year 2021/22:

- The first installment in the sum of \$20,000 is to be paid by October 26, 2021. (*1st Performance Report is due Tuesday, October 5, 2021*)
- The second installment in the sum of \$10,000 is to be paid by January 25, 2022. (*2nd Performance Report is due Tuesday, January 4, 2022*)
- The third installment in the sum of \$10,000 is to be paid by April 26, 2022. (*3rd Performance Report is due Tuesday, April 5, 2022*)
- The fourth installment in the sum of \$10,000 is to be paid by July 26, 2022. (*4th Performance Report is due Tuesday, July 5, 2022*)

The City will follow the installment schedule as indicated above provided the Chamber submits the quarterly performance reports as indicated in Section 8 of this Agreement. If the Chamber fails to provide the quarterly performance reports in a timely manner, the City reserves the right to withhold the installment/payment until the Chamber is in compliance with the quarterly performance report schedule.

7. DATA PROVIDED TO THE CHAMBER.

The City shall provide to the Chamber, without charge, all data, including reports, records, maps and other information, now in their possession, which may facilitate the efficient performance of this Agreement.

8. QUARTERLY PERFORMANCE REPORTS & DATA REPORTS.

All data, including reports, records, maps and other information prepared or obtained by the Chamber in the course of performing the work required by this Agreement shall, upon request, be made available to the City free of charge without restriction or limitation on their use.

The Chamber shall provide quarterly performance reports to the City reporting on the funds specifically provided by this Agreement every quarter prior to each payment due date. The quarterly performance report will include the following information:

- Itemization of all monthly bank deposits.
- Itemization of all payables including payroll.
- Copy of complete bank statement.
- Detailed report of memberships paid, including business name and amount.
- Summary of activities for that quarter including dates, event names, participants, purpose, amounts received and expensed for that event.

The quarterly performance reports and financial statements shall be provided to the City before each payment is released. The submittal deadlines for the reports and statements are as follows:

For Fiscal Year 2020/21:

- 1st Quarterly Performance Report and Financial Statement, July 1st – September 30th is due Tuesday, October 6, 2020.
- 2nd Quarterly Performance Report and Financial Statement, October 1st – December 31st is due Tuesday, January 5, 2021.
- 3rd Quarterly Performance Report and Financial Statement, January 1st – March 31st is due Tuesday, April 6, 2021.
- 4th Quarterly Performance Report and Financial Statement, April 1st – June 30th is due Tuesday, July 6, 2021.

For Fiscal Year 2021/22:

- 1st Quarterly Performance Report and Financial Statement, July 1st – September 30th is due Tuesday, October 5, 2022.
- 2nd Quarterly Performance Report and Financial Statement, October 1st – December 31st is due Tuesday, January 4, 2022.
- 3rd Quarterly Performance Report and Financial Statement, January 1st – March 31st is due Tuesday, April 5, 2022.
- 4th Quarterly Performance Report and Financial Statement, April 1st – June 30th is due Tuesday, July 5, 2022.

9. INDEPENDENT CONTRACTOR.

The Chamber is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

10. CHAMBER'S PERSONNEL.

A. All work required under this Agreement will be performed by the Chamber, or under the Chamber's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by state and local law to perform such services.

B. The Chamber shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement and

compliance with all reasonable performance standards established by the City.

- C. The Chamber shall be responsible for payment of all employees' and subcontractors' wages and benefits, and shall comply with all requirements pertaining to employer's liability, worker's compensation, unemployment insurance and social security.
- D. The Chamber shall indemnify and hold harmless the City from any liability, damages, claims, costs and expenses of any nature arising from alleged violation of the Chamber's personnel practices.

11. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

- A. In the performance of this Agreement, the Chamber shall not discriminate against any employee, subcontractor or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. The Chamber will take affirmative action to ensure that subcontractors and applicants are employed and that employees are treated during their employment without regard to their race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement.. Affirmative action related to employment shall include, but not limited to the following: employment, upgrading, demotion or transfer; recruitment; lay-off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of the Chamber for personnel to perform any services under this Agreement. The City shall have access to all documents, date and records of the Chamber and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

12. SUBCONTRACTING, DELEGATION AND ASSIGNMENT.

The Chamber shall not assign, delegate or subcontract its duties or right hereunder, either in whole or in part.

13. ENTIRE AGREEMENT AND AMENDMENTS.

- A. This Agreement supersedes all prior proposals, agreements and understandings between the Parties and may not be modified or terminated orally.

- B. No attempted waiver of any of the provision hereof, not any modification in the nature, extent or duration of the work to be performed by the Chamber hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

14. RESOLUTION OF DISPUTES.

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.
- B. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

15. EXHIBITS.

The Exhibit "A" Scope of Work, to which reference is made in this Agreement, is deemed incorporated herein in its entirety.

16. GOVERNING LAW.

Chamber and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereafter duly authorized.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor


Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**SOUTH GATE
CHAMBER OF COMMERCE:**

By: _____
Lupe Perez, President

Dated: _____

EXHIBIT "A"

SCOPE OF WORK

- 1.** The Chamber, acting by and through its Board of Directors, officers and members, agree during Fiscal Year 2020/21 and Fiscal Year 2021/22 to advertise and promote the residential, commercial and industrial advantages of the City, and the benefits of living in or locating business or industry within the City. In this regard, the Chamber shall perform the following functions:
 - A.** Respond promptly to all correspondence concerning the advantages and benefits of living in or locating business or industry in the City, and to disseminate information by correspondence, publicity, paid advertising and personal contacts identifying such advantages and benefits.
 - B.** Serve as an informational bureau for the benefit of the local public; to collect data and statistics of general interest, including information on commercial, industrial and residential advantages and opportunities which will benefit its members, the City and its residents and taxpayers.
 - C.** Assemble and distribute such statistical and other information relating to the community as may be requested in inquiries directed to the City or the Chamber.
 - D.** Maintain an office within the City which is accessible to the public and fully equipped for the purpose of disseminating information and answering correspondence and inquiries regarding the City. Maintain its status as active and in good standing with all applicable state and federal agencies.
 - E.** Publicize, upon request, the City-sponsored activities and functions and to assist and coordinate with respect to such activities and functions.

- 2.** The Chamber further agrees to advertise and promote the commercial and industrial expansion and development of the City and to cooperate with all agencies and individuals, whether governmental or private, in achieving such expansion and development. In this regard, the Chamber shall do the following:
 - A.** The Chamber shall assemble and distribute to prospective industrial and commercial enterprises all necessary facts, materials and information relating to the City.
 - B.** The Chamber shall work with the City, county and other public and private agencies to obtain appropriate information and services for prospective industrial and commercial enterprises.
 - C.** The Chamber shall assemble and distribute such statistical and other information as may be necessary to promote the commercial and industrial development of the

City. In this regard, the Chamber shall direct all inquiries relating to commercial or industrial locations or developments within the City to City Departments.

- D. The Chamber will continue to maintain a Business Resource Center. This Business Resource Center will contain maps, demographic information, business assistance information and public funding materials to assist businesses in South Gate.
- E. The Chamber shall plan, organize and conduct grand openings/ribbon-cutting ceremonies for new South Gate businesses.
- F. The Chamber shall actively promote youth employment programs in South Gate, including placement of interns within South Gate businesses.
- G. The Chamber shall partner with civic groups such as the Rotary Club of South Gate in holding a “speaker series” for local businesses.

3. PERFORMANCE METRICS.

Over the term of this Agreement, the Chamber shall work to accomplish the following results:

- A. Membership: Increase Chamber membership (i.e. businesses, organizations, etc.) by at least 15% over the total number of Chamber members as of July 1, 2020, and July 1, 2021.

4. SPECIAL EVENTS.

A. Children’s Christmas Lane Parade.

In consideration of the City’s payment to the Chamber, the Chamber shall be responsible for production of the Christmas Parade, including responsibility for securing all volunteer help, notifying the City in writing of the date of the Christmas Parade and the required security and clean-up needs.

Televising of Christmas Parade: The Chamber shall televise the Christmas Parade on television and make every attempt to also televise the Christmas Parade on local broadcast television at a reasonable date and time for family viewing. In such case, the Chamber shall be responsible for securing a contract for the professional production of the Christmas Parade, including television time and Televidics. A copy of said contract shall be furnished to the City at least ninety (90) days in advance of the Christmas Parade date.

Christmas Parade Hours: The Christmas Parade will be a minimum of two (2) hours in duration. The Chamber shall also be responsible for securing all sponsors, floats, band and other participants in the Christmas Parade and for obtaining adequate publicity in advance of the Christmas Parade. The Chamber shall be responsible for providing the pre-Christmas Parade reception at a location near the Christmas Parade route.

Christmas Parade Security: The City will provide, at no cost to the Chamber, all required police security for the Christmas Parade, a show-mobile for the announcers and judges of the parade, barricades for crowd control, post- Christmas Parade street clean-up and bleachers.

Christmas Parade Entries: Any entry requested by the City will be included in the Christmas Parade if the entry is submitted within the established entry deadlines, in conformance with entry requirements and at no cost to the Chamber.

B. Mayor's State of the City Address.

The City will provide, at no cost to the Chamber, the use of the South Gate Park Auditorium facilities including the stage, lighting, sound system, and the set-up needed to conduct the event. The Chamber shall provide specific notification to the Parks & Recreation Department for setting arrangements and set-up at least ninety (90) days in advance of the event and based on availability. The City will also make available to the Chamber, without additional charge, the use of the South Gate Park facilities as needed for this event, provided that adequate reservations are secured a minimum of ninety (90) days in advance of the event.

C. Career Workforce Development Expo.

The Chamber will plan, organize and host a Career Workforce Development Expo each year. This event will include organizations such as Hub Cities, East Los Angeles College and top employers in South Gate.

D. Southeast Los Angeles County Business Expo.

The Chamber shall plan, organize and host a Southeast Los Angeles County Business Expo each year. This event will include such organizations as the LAEDC, Go Biz, SBA, and IRS.

E. Use of City Facilities for Additional Chamber Functions.

The Chamber may request the use of City facilities at no cost for special functions provided that the functions are approved by the City, the City facility is available, and that adequate reservations are made at least thirty (30) days in advance of the event.

F. Waiver of Special Events Business License Permit Fees.

The Chamber may request the administrative waiver of two (2) special event permit fees per fiscal year. The Chamber shall be required to obtain and pay for any permits for all other special events in excess of two (2) per fiscal year.

G. Cancelled Events Due To the COVID-19 Pandemic.

If regular scheduled events in this Agreement are cancelled due to the COVID-19 pandemic, the Chamber will provide mutually agreed upon substitute events, such as virtual events and forums that provide resources to the business community in South Gate.

RECEIVED

JUL 8 - 2020

9:50am

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: July 14, 2020
Originating Department: Community Development

Department Director: Joe Perez
Joe Perez

City Manager: Michael Flad
Michael Flad

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 3562 WITH TRIPEPI SMITH AND ASSOCIATES, INC., FOR ADDITIONAL MARKETING SERVICES FOR ECONOMIC DEVELOPMENT DESIGN SUPPORT ON AN AS-NEEDED BASIS

PURPOSE: To amend the Professional Services Agreement with Tripepi Smith and Associates, Inc., to continue providing marketing services and include economic development design support services on an as-needed basis.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 2 to Contract No. 3562 with Tripepi Smith and Associates, Inc., for additional Marketing and Economic Development Design Support Services on an as-needed basis, in the amount of \$10,000;
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City attorney.

FISCAL IMPACT: Funds, in the amount of \$10,000, were included in the Fiscal Year 2020/21 budget, in Account Number 100-601-42-6101 (General Fund - Community Development Administration- Professional Services), for Contract No. 3562.

ANALYSIS: Proposed Amendment No. 2 is necessary to provide economic development design support services. As part of the City of South Gate's rebranding efforts, the City would like to redesign and update existing brochures, one-pagers, and other items for Economic Development Marketing purposes. Redesigning these materials will allow for an updated, on-brand look and feel to economic development items, thus reinforcing the City's brand identity and marketing strategy.

BACKGROUND: On November 26, 2019, the City Council approved Contract No. 3562 with Tripepi Smith and Associates, Inc., (Tripepi) in the amount of \$42,000 to provide marketing and community outreach services for a one-year term. Tripepi was selected through a Request for Proposal process where the City obtained six proposals for marketing and community outreach services from various companies. Each proposal was evaluated based on the firm's experience, qualifications and ability to complete the project within budget. The three top proposers, were invited to interview and present their qualifications for the project. The selection committee then rated each firm based upon their team qualifications and experience with video production, graphic design, community engagement and outreach.

On April 28, 2020, the City Council approved Amendment No.1 to Contract No.3562 with Tripepi for additional Marketing and Community Outreach Services on an as-needed basis to enhance the City's public communication outlets, in the amount of \$38,000 bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of \$80,000. Amendment No. 1 provided emergency communications and outreach services in response to unexpected emergency communication services related to the Delta Airline fuel release incident that occurred in January.

The City has experienced recent need for additional marketing and communication services to help implement the City's Economic Development Strategy. Proposed Amendment No. 2, for an additional \$10,000, will allow Tripepi to provide Economic Development Design support services to the City on an as-needed basis when required. Proposed Amendment No. 2 will bring the total sum of the Agreement with Tripepi to \$90,000.

Tripepi is currently providing marketing and community outreach services under Contract No. 3562 and is performing at a very high level. Tripepi has proven to have highly qualified staff that have experience with many public agencies.

Proposed Amendment No. 2 will add additional services to the existing contract. The new scope of work will include:

- Economic Development Marketing
- Updating Economic Development Marketing Plan/ Brochure
- Updating/ redesigning two (2) one-pagers
- Strategic planning and communications
- Graphic design outside of outlined retainer work

ATTACHMENTS: A. Amendment No. 2
B. Amendment No. 1
C. Contract No. 3562

**AMENDMENT NO. 2 TO CONTRACT NO. 3562
FOR ADDITIONAL MARKETING SERVICES FOR ECONOMIC
DEVELOPMENT DESIGN SUPPORT ON AN AS-NEEDED BASIS BETWEEN
THE CITY OF SOUTH GATE AND TRIPEPI SMITH AND ASSOCIATES, INC.**

This Amendment No. 2 to Contract No. 3562 for additional Marketing Services for Economic Development Design Support on an as-needed basis ("Amendment No. 2"), is made and entered into on July 14, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Tripepi Smith and Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on November 26, 2019, the City Council approved Contract No. 3562 with Consultant ("Agreement") for Marketing and Community Outreach Services for a one-year term, in an amount not to exceed \$42,000;

WHEREAS, on April 28, 2020, the City Council approved Amendment No. 1 expanding the Scope of Work to include additional Marketing and Community Outreach Services on an as-needed basis, in the amount of Thirty-Eight Thousand Dollars (\$38,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of Eighty Thousand Dollars (\$80,000);

WHEREAS, City and Consultant desire to execute Amendment No. 2 expanding the Scope of Work to include additional Marketing Services for Economic Development Design Support on an as-needed basis, in the amount of Ten Thousand Dollars (\$10,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a sum of Ninety Thousand Dollars (\$90,000).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF WORK.

Consultant shall expand its services to the City as identified in its Proposal attached hereto as Exhibit "A" and made a part of this Amendment No. 2. The Scope of Work may be amended from time to time by way of a written directive from the City.

2. COMPENSATION.

The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed the sum of **Ten Thousand Dollars (\$10,000)**.

3. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. The City reserves the right to augment or reduce the scope of work as the City deems necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Paul F. Salinas, City Attorney

TRIPEPI SMITH AND ASSOCIATES, INC.:

By: _____
Ryder Todd Smith, President

Dated: _____

Exhibit “A”



**Economic Development
Design Support**



Submitted by Ryder Todd Smith & Melanie James

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Scope of Work

As part of the City of South Gate's rebranding efforts, the City would like to redesign and update existing brochures, one-pagers, and other items for Economic Development Department. Redesigning these materials will allow the City to have an updated, on-brand look and feel to these items, thus reinforcing their brand identity and marketing materials.

The City has requested an engagement with Tripepi Smith to develop and execute the following items:

- Update/Redesign the Economic Development Marketing Plan (approx. 16 pages)
- Update/Redesign two (2) one-pagers

The City has noted there may be additional work for this engagement, but has not outlined the scope of that work.

Fee Proposal

The City has requested a budget estimate the projects outlined for Economic Development Design Support. Tripepi Smith proposes a time and materials agreement with a contract value to not exceed of \$10,000.00 for our services requested by the City's Economic Development Department using our ad hoc retainer rates listed below.

The estimated pricing for the requested marketing materials is as follows:

- Economic Development Marketing Plan is estimated to be \$3,360.00 which includes graphic design, 3 rounds of edits, and project management for a 16-page full-bleed design with photos and graphics.
- (2) One-Pagers are estimated to be \$1680.00 which includes graphic design, 3 rounds of edits, and project management for 2 full-bleed, double-sided design with photos and graphics.
- Additional work – The City may request additional work with Tripepi Smith using the ad hoc retainer rates listed below. Tripepi Smith can provide a quote for additional services requested, as needed.

Retainer Ad Hoc Rates

Principal	\$225.00
Director	\$170.00
SBA	\$120.00
BA	\$85.00
JBA	\$70.00

Graphic Artist	\$85.00
Senior Graphic Artist	\$105.00
Videographer/ Photographer	\$85.00
Drone Operator	\$135.00

Time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, .75, 4 or 6.5 hours.

Travel time to or from the City is billed at half rate unless the resource is onsite for six billable hours.

Hourly rates are subject to an annual 5% rate increase on July 1 of each year, starting July 1, 2021.

Other Fees

Because Tripepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during the course of our engagement that we want to tell you about.

Equipment Fees

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

\$500 for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting more than five hours. \$300 for a half day of video equipment use. Half day is defined as anything up to four hours of video production. All such expenses will be authorized by the organization prior to fee being assessed.

\$500/day drone fee applies and is not inclusive of the drone operator time (videographer rate).

Printing Fees

Tripepi Smith is happy to use a printer of the client's choosing for print production work, or to recommend a printer with whom we have experience. Tripepi Smith typically has the printer bill the client directly for work. Tripepi Smith makes no money on print services and has no economic interest in the selected print vendor other than ensuring quality and fair pricing for our clients. If Tripepi Smith is asked to pay the bill for the client to then be reimbursed, we will agency fee to the reimbursement expense.

Digital Advertising Fees

Tripepi Smith is a Google Partner and Constant Contact Solution Provider, and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees. Tripepi Smith typically uses a client's credit card to cover such fees, and those fees are impossible to estimate at this time without our firm being engaged in the work with the team at the City. When Tripepi Smith uses its credit card to pay for digital advertising, we apply a 10% agency fee to the costs to recover our accounting and management oversight of the services.

Key Staff

The following staff will be primarily assigned to execute the work for the scope of this engagement. Senior Business Analyst Melanie James will manage the day-to-day with South Gate staff and provide graphic design support. Graphic Designer Sara Madsen will also provide graphic design support. President Ryder Todd Smith will oversee the account and be available for any strategic planning sessions, as needed.

Other key staff that may provide support for this engagement, depending on the nature of the work, are:

- Videographer Cameron Grimm – Video Production (Animated and Onscreen)
- Junior Business Analyst Bryn Miller – Writing, Editing and Spanish translation
- Art Director Kevin Bostwick – Identity Creation, Branding Support, and Graphic Design

Ryder Todd Smith – President

Ryder has a mixed background in the worlds of government relations, technology and marketing. He served as the SVP of Operations and Chief Information Officer for a software-as-a-service startup in the financial services sector. Prior to that, he was the technology manager for a regional staffing firm. Ryder leads Tripepi Smith and is the ultimate project owner on all work handled by the firm. He is the creator of the City Internet Strategies Study, publisher of the Civic Business Journal, and a frequent speaker on the local government circuit. His insights have been published in Western City and PM magazines. He volunteers his time as vice chair of the Rose Institute of State and Local Government Board of Governors and previously served as a Planning Commission for the City of Tustin.

Kevin Bostwick – Art Director/Senior Graphic Designer

Kevin Bostwick has over three decades of graphic design experience spanning tradition and digital media. He has a particular passion for using design to convey complex information and statistics in the form of infographics. Kevin translated his philosophy and literature major into the general creative field, including work at Korn Ferry, a global consulting firm and Claremont McKenna College. Kevin has delivered work for clients such as Pivot Charter School, Claremont McKenna College, Renne Public Law Group and the California Joint Powers Insurance Authority.

Cameron Grimm – Senior Business Analyst/Videographer/Animator

Cameron Grimm is an experienced storyteller, particularly in video format. She has worked in a range of video projects, including short form online-only content and longer format event documentation. Cameron carries a story from concept to delivered result that ensures a consistent vision is executed at every step, while also being efficient. Cameron worked to maintain the top tier brand of Claremont McKenna

College in her role there as Director of Creative Services. Cameron is also certified in Hootsuite Social Marketing, Constant Contact, and YouTube Content Ownership, Channel Growth and Creative Essentials. Her client work includes: City of Indian Wells, City of La Cañada Flintridge, Culver City, CalChoice Energy, Lancaster Choice Energy, Center for Public Safety Management and Valley Water Company.

Melanie James – Senior Business Analyst/Graphic Designer

Melanie James is a talented graphic artist, expert on the WordPress platform and a skilled project manager. She has quickly developed a full suite of creativity skills rooted in her formal graphic arts education. Her skills cover the full Adobe Creative Suite and into HTML and CSS. In addition, she has managed an array of projects ranging from robust digital advertising campaigns to comprehensive video production. Melanie is certified in Hootsuite Social Marketing. Her client work includes: City of Bellflower, City of Huntington Beach, City of Tracy, City of South Gate, Bellflower-Somerset Mutual Water Company, Rowland Water District, Public Water Agencies Group, Santa Clara County Fire Department and Inland Empire Utilities Agency.

Sara Madsen – Junior Business Analyst/Graphic Design

Sara Madsen is a talented graphic designer with a background in marketing and environmental sustainability, in which she earned her degree from San Diego State University. Her formal education in Visual Communications and passion for the environment led her to complete a Creative Design internship with ECOLIFE Conservation. Sara tackles graphic design, story writing, and web development projects for clients and Tripepi Smith. Sara is also certified in Hootsuite Social Marketing and Constant Contact. Her client work includes: City of Indian Wells, City of Paramount, City of Hawaiian Gardens, City of Vallejo, City of Lomita, California Choice Energy Authority, Santa Clarita Valley Water and Civiltec Engineering.

Bryn Miller – Junior Business Analyst

Bryn Miller brings writing experience and a deep interest in local government to Tripepi Smith. During her time at Claremont McKenna College, Bryn gained professional skills interning for the State Department and for her hometown's senator, Elizabeth Warren. Her work at Claremont McKenna's Rose Institute of State and Local Government complemented her exposure to the federal system, helping her realize that her interests lie at the local level. She leverages her technical writing skills to help Tripepi Smith's clients communicate effectively with their audiences. Bryn is also certified in Hootsuite Social Marketing and Constant Contact. Bryn's client work supports Renne Public Law Group, California City Management Foundation, City of Vallejo, Industry Business Council, and California Joint Powers Insurance Authority.

RECEIVED

JUL 9 - 2020

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:00pm

AGENDA BILL

For the Regular Meeting of: July 14, 2020
Originating Department: Community Development

Department Director:

Joe Perez
Joe Perez

City Manager:

Michael Flad
Michael Flad

SUBJECT: AMENDMENT NO. 1 TO THE AGREEMENT WITH INTERWEST CONSULTING GROUP, INC., FOR PLAN CHECK AND BUILDING INSPECTION SERVICES

PURPOSE: To amend current agreement with Interwest Consulting Group to extend plan check and building inspection services for an additional two-years.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 1 to Contract No. 3360 Interwest Consulting Group to continue providing plan check and building inspection services for an additional two-year term, in an amount not to exceed \$500,000, or \$250,000 annually; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds, in the amount of \$178,000 were included in the Fiscal Year 2020/21 budget for these services in Account Number 100-602-42-6101 (Inspections – Professional Services). Although these costs are offset by revenues from plan check fees, any expenditure in excess of the budget amount would be brought to the City Council for appropriation approval. The total contract amount over the five-year term will not exceed \$1,500,000. Interwest’s rates are to remain the same throughout the next two years. The costs for plan check and building inspection services will be offset by revenues from plan check fees, with Interwest retaining 65% of plan check fees collected by the City.

ALIGNMENT WITH COUNCIL GOALS: Proposed Amendment No. 1 supports the City Council goals of “encouraging economic development” and “development and protecting strong sustainable neighborhoods.” This is accomplished by providing high quality plan check and building inspection services that ensure new construction is designed to meet safety standards with the City’s Building Code. In addition, plan check and building inspection services will continue to be provided in a short period of time to benefit residents, investors, developers and contractors. Another City Council goal is to enhance, accelerate and update services to the latest technology available such as electronic plan check to expedite the plan check process for investors, developers, contractor, homeowners and the general public, and Interwest will help achieve this City Council goal.

ANALYSIS: To ensure the City continues to receive high quality building plan check services at the most competitive cost, the City Council approved Contract No. 3360 with Interwest Consulting Group on August 22, 2017, for a three-year term with an option to extend the contract two additional years.

Interwest Consulting Group was selected from among 10 firms that submitted proposals. The selection was based on overall experience providing plan check services; competitive pricing and cost structure; reputation for implementing best practices and outstanding customer service; and resources to provide a high level of service. The Building & Safety Division is very satisfied with their plan check services.

BACKGROUND: Interwest Consulting Group has the resources and expertise in several building code related disciplines to plan-check projects ranging from small residential additions to highly complex multi-family residential, industrial and commercial developments. Furthermore, Interwest Consulting Group's cost structure and personnel capacity are scalable to meet fluctuating development demand, which can rise during strong economic periods and fall in times of economic uncertainty. The current contract with Interwest Consulting Group expires on September 30, 2020.

ATTACHMENTS: A. Proposed Amendment No. 1
B. Contract No. 3360

**AMENDMENT NO. 1 TO CONTRACT NO. 3360
EXTENDING PLAN CHECK AND BUILDING INSPECTION
SERVICES BETWEEN THE CITY OF SOUTH GATE AND
INTERWEST CONSULTING GROUP, INC.**

This Amendment No. 1 to Contract No. 3360 extending Plan Check and Building Inspection Services ("Amendment No. 1"), is made and entered into on July 14, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Interwest Consulting Group, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on August 22, 2017, the City Council approved Contract No. 3360 with Consultant ("Agreement") for Plan Check and Building Inspection Services for a three-year term, in an amount not to exceed One Million Dollars (\$1,000,000);

WHEREAS, the Agreement provides for an option to extend the Plan Check and Building Inspection Services for an additional two-years, bringing the aggregate total for the five-year term to a total sum of One Million Five Hundred Thousand Dollars (\$1,500,000);

WHEREAS, City and Consultant desire to extend the Agreement for an additional two-years, in an amount not to exceed Five Hundred Thousand Dollars (\$500,000).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT.

The term of the Agreement shall be extended by an additional two (2) years through and including September 30, 2022, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

2. COMPENSATION.

The amount of compensation paid by City to Consultant for the work identified in the Schedule of Compensation attached hereto as Exhibit "B" shall not exceed the sum of **Five Hundred Thousand Dollars (\$500,000), and the five-year term shall not exceed the total sum of One Million Five Hundred Thousand Dollars (\$1,500,000).**

3. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. The City reserves the right to augment or reduce the scope of work as the City deems necessary.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:


By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

INTERWEST CONSULTING GROUP, INC.:

By: _____
Terri Rodrigue, President

Dated: _____

EXHIBIT "B"

SCHEDULE OF COMPENSATION

I. **Consultant shall perform the following tasks and be compensated as follows:**

- A. Task A Provide plan check services
- B. Task B Provide in-house plan check services, including building inspections, emergency services, as needed basis.

Tasks A – Consultant will be compensated for all Services in Tasks A on a percentage basis and/or and an hourly basis using the following fee schedule.

Task A – Consultant will be compensated for all Services in Task A as follows:

- For complete plan reviews - 65% of the fee received by the City
- For structural only plan reviews - 45% of the fee received by the City
- For partial reviews (e.g., foundation only, preliminary reviews, etc.) - A negotiated, mutually agreeable fee (memorialized in a writing approved by the Community Development Director) based on specific project; or based on fees listed in the Schedule of Hourly Billing Rates contained in this Exhibit C
- For expedited or fast-track projects - 140% of the standard fee received by the City, contingent upon the availability of Consultant personnel to perform the expedited review

Tasks B – Consultant will be compensated for in-house plan check and other related services on as needed hourly basis using the following fee schedule.

SCHEDULE OF HOURLY BILLING RATES

CLASSIFICATION	HOURLY BILLING RATE
Registered Plan Review Engineer.....	130
ICC Certified Plans Examiner	95
Grading Plan Check Engineer.....	125
Certified CASp Services.....	90
Plans Examiner	85
Supervising Inspector.....	95
Senior Building Inspector	85
Building/Construction Inspector	70-90
Expedited, After-hours, or Emergency Responses	140% of the listed rate

- II. The City shall compensate Consultant for the services performed upon submission of a valid invoice. Each invoice shall include:**
- A. Summary of plan check projects reviewed and the amount owe for such services
 - B. Line items for all personnel describing work performed, the number of hours worked, and the hourly rate for Tasks A and B
- III. The total compensation for services rendered pursuant to this Agreement shall not exceed One Million Dollars (1,000,000.00) for a three year term and a total of One Million Five Hundred Thousand Dollars (\$1,500,000.00) over a five year term if the Agreement is extended by the City, as provided in Section 2.1 of this Agreement.**

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR PLAN CHECK SERVICES
BETWEEN THE CITY OF SOUTH GATE AND INTERWEST CONSULTING GROUP**

This Agreement for Professional Services for Plan Check Services (hereinafter referred to as "Agreement") is made and entered into this 22nd day of August, 2017, by and between the City of South Gate, a municipal corporation (hereinafter referred to as "City"), and Interwest Consulting Group, a California corporation (hereinafter referred to as "Consultant"). The term Consultant includes professionals performing in a consulting capacity, provided they remain subject to, and are bound by, this Agreement.

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this Agreement.
- B. The City desires to contract out for consulting services on a non-exclusive basis for certain projects relating to plan checking services.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

SERVICES OF CONSULTANT.

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION.

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "B"* and incorporated herein by this reference, but not exceeding the maximum contract amount of One Million Dollars (\$1,000,000.00) ("Contract Sum") for a three (3) year term, except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion of completing a specific plan check assignment, (ii) payment in accordance with the percentage of completion of the services subject to the City's review and approval, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum, provided such payment is agreed to in advance in writing by the City or (iv) such other methods as may be specified in the Schedule of Compensation and agreed to by the City in advance. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in

advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed. Regardless, any deviation from the agreed upon compensation schedule must be approved by the City in advance in writing.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE.

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "C"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the

enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on October 1, 2017 and continue in full force and effect until completion of the services no later than September 30, 2020. The term of this Agreement may be extended an additional two (2) years at the City's sole discretion and subject to an amendment to this Agreement and subject to an amendment to this Agreement as further described in Exhibit "C".

4.0 COORDINATION OF WORK.

4.1 Representative of Consultant. Terry Rodrigue is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City Manager, or his/her designee is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner

represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Exclusiveness. This Agreement is not exclusive. The City may at any time choose to enter into an additional agreement for optional and/or other building related services, including plan checking services.

5.0 INDEMNITY AND INSURANCE.

5.1 Consultant agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Consultant's negligent or willful acts, errors or omissions, or those of its employees or agents. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

5.2 Insurance.

(1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

- (a) Workers' Compensation and Employer's Liability
Workers' Compensation-coverage as required by law.

Employer's Liability-limits of at least \$1,000,000 per occurrence.

- (b) Comprehensive General Liability
Combined Single Limit - \$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

(2) Policies providing for bodily injury and property damage coverage shall contain the following:

- (a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

- (b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 10.A.

(3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.

(4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

(5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

6.0 RECORDS AND REPORTS.

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT.

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION.

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS.

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally, by overnight delivery through a recognized carrier that tracks the date and time when delivery is completed, or sent by prepaid, first-class mail, return receipt requested to the City Manager and to the attention of the (i) Contract Officer, (ii) City Attorney, and (iii) City Clerk at City of South Gate, 8650 California Ave, California 90280, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered, the confirmed delivery date and time if sent by overnight mail, or upon five (5) days' notice from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

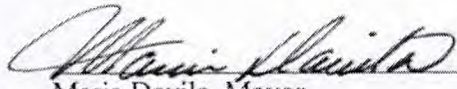
9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

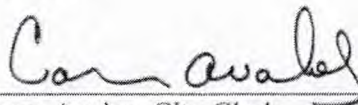
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF SOUTH GATE, a municipal corporation



Maria Davila, Mayor


ATTEST:



Carmen Avalos, City Clerk

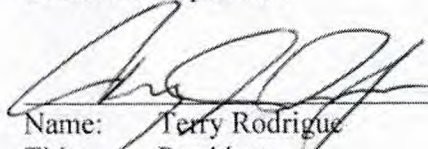
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

CONSULTANT:
INTERWEST CONSULTING GROUP, a
California corporation



Name: Terry Rodriguez
Title: President

Address: 15140 Transistor Lane
Huntington Beach, CA 92649

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following services:

- A. Consultant shall provide a qualified plan check professional services (Plans Examiner) dedicated to the City. Plan check turn-around times are described in Section I-D of this Exhibit A. The plan review services shall include the following:
1. Plan review project plans, construction documents and revisions in conformance with the appropriate federal laws, ICC, state and local codes and amendments
 2. Coordinate plan reviews with other City departments or agencies
 3. Maintain records related to all plans, calculation and documents received
 4. Provide, in the City's approved format, a complete list of plan check comments referring to appropriate sheets, details or calculations pages and the code section of concern. Plan review lists shall bear the stamp and signature of a licensed engineer when required.
 5. Systematically log/enter status of plan review activities and records
 6. Meet and confer with permit applicants to resolve all outstanding plan review comments and approve their projects
 7. Work with permit counter staff to facilitate the issuance of construction permits for approved documents
 8. Attend/participate in meetings with other City plan review or inspection staff, property owners, contractors or design professionals
 9. Conduct accelerated plan review on an as-needed basis as requested by the City
 10. Pick up all plans within 24 hours upon notification and deliver the reviewed plans back to the City at no cost to the City
 11. Attend pre-construction and pre-design meetings, field visits, and meetings with design team as needed
- B. Emergency Response. In the event of a local or regional emergency or disaster, Consultant shall be accessible, available, and prepared to provide Building and Safety services as directed by the City.
- C. Customer Service. Consultant shall provide the most efficient and timely customer service possible to meet the needs of the community. Consultant will be expected to provide excellent front-line customer service to the public, responding quickly and effectively to the walk-in, telephone, and electronic inquiries related to Building and Safety services.

- D. Maximum turnaround times for plan check, inspection and other services shall be as follows:

Major plan check such as multi-family residential, commercial and other non-residential project	10 business days
Subsequent & resubmitted plan checks; new single-family house; and, simple tenant improvements for non-residential buildings	5 business days
Minor plan checks such as room additions of single-family house, detached structures, re-roofing	5 Business days
Grading plan check for new construction	10 business days
Subsequent or resubmitted grading plan checks	5 business days
Return of phone calls	Within 24 hours
Accounting and reporting	Invoices issued monthly

- E. Consultant shall ensure that all other Plan Check duties and follow-up not specifically mentioned in the table above are performed in a timely and responsive manner and that all personnel assigned to the City have sufficient on-going training to perform their assigned duties.
- F. All plans will be picked up within 24 hours upon notification and delivered back to the City at no cost to the City.

II. In addition to the requirements of Section 6.1, Consultant shall keep the City apprised of the status of performance by delivering the following status reports:

- A. Weekly tracking records of plan check status.
- B. Monthly plan check activity reports.

- III. All work product is subject to the review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by the City.
- IV. All personnel utilized by Consultant to perform on-site services, additional building inspections, and off-site plan check services shall be approved by the Community Development Director.
- V. Consultant covenants that it shall follow the standard of care of the industry in the region where the services are being performed.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks and be compensated as follows:

- A. Task A Provide plan check services
- B. Task B Provide in-house plan check services, including building inspections, emergency services, as needed basis.

Tasks A – Consultant will be compensated for all Services in Tasks A on a percentage basis and/or and an hourly basis using the following fee schedule.

Task A – Consultant will be compensated for all Services in Task A as follows:

- For complete plan reviews - 65% of the fee received by the City
- For structural only plan reviews - 45% of the fee received by the City
- For partial reviews (e.g., foundation only, preliminary reviews, etc.) - A negotiated, mutually agreeable fee (memorialized in a writing approved by the Community Development Director) based on specific project; or based on fees listed in the Schedule of Hourly Billing Rates contained in this Exhibit C
- For expedited or fast-track projects - 140% of the standard fee received by the City, contingent upon the availability of Consultant personnel to perform the expedited review

Tasks B – Consultant will be compensated for in-house plan check and other related services on as needed hourly basis using the following fee schedule.

SCHEDULE OF HOURLY BILLING RATES

CLASSIFICATION	HOURLY BILLING RATE
Registered Plan Review Engineer.....	130
ICC Certified Plans Examiner	95
Grading Plan Check Engineer.....	125
Certified CASp Services.....	90
Plans Examiner	85
Supervising Inspector.....	95
Senior Building Inspector	85
Building/Construction Inspector	70-90
Expedited, After-hours, or Emergency Responses	140% of the listed rate

- II. The City shall compensate Consultant for the services performed upon submission of a valid invoice. Each invoice shall include:**
- A. Summary of plan check projects reviewed and the amount owe for such services
 - B. Line items for all personnel describing work performed, the number of hours worked, and the hourly rate for Tasks A and B
- III. The total compensation for services rendered pursuant to this Agreement shall not exceed One Million Dollars (1,000,000.00) for a three year term and a total of One Million Five Hundred Thousand Dollars (\$1,500,000.00) over a five year term if the Agreement is extended by the City, as provided in Section 2.1 of this Agreement.**

EXHIBIT "C"

SCHEDULE OF PERFORMANCE

Unless earlier terminated, this Agreement shall begin on October 1, 2017 and continue in full force and effect until completion of the services no later than September 30, 2020. The term of this Agreement may be extended and additional two (2) years at the City's sole discretion. Should the City elect to exercise its option to extend this Agreement, no later than 30 days before the expiration of the term, the City's City Manager shall give written notice of the Consultant of the City's desire to extend the term.

During the effective period of this Agreement:

I. Consultant shall perform all services in accordance with the following schedule:

- A. Provide Plan Check services for residential and nonresidential projects. Plan Check turn-around times are described in Exhibit A, Section D.
- B. Provide in-house plan check services, including building inspections and emergency services on an as needed basis.

II. Consultant shall deliver the following tangible work products to the City as follows:

- A. Summary of plan check projects reviewed and the amount owe for such services
- B. Line items for all personnel describing work performed, the number of hours worked, and the hourly rate for Tasks A and B

III. Performance Extensions:

The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2 in the Contract Officer's sole discretion.

RECEIVED

JUL 7 - 2020

City of South Gate
CITY COUNCIL

Item No. 8

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: July 14, 2020

Originating Department: Police

Department Director: 
Randall Davis


City Manager: 
Michael Flad

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 3525 WITH SEAACA TO PROVIDE ANIMAL CONTROL SERVICES

PURPOSE: To approve Amendment No. 1 to Contract No. 3525, the Southeast Area Animal Control Authority (SEAACA) Agreement for Animal Control Services for Fiscal Years 2019/20 through 2023/24, to approve the costs for the second year of this five-year contract.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 1 to Contract No. 3525 with the Southeast Area Animal Control Authority for animal control and sheltering services, retroactively effective July 1, 2020, for an amount not to exceed \$627,538 for Fiscal Year 2020/21; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

 **FISCAL IMPACT:** The net cost to the General Fund for animal control and sheltering services for Fiscal Year 2020/21 will not exceed \$627,538.

ANALYSIS: None

BACKGROUND: Proposed Amendment No. 1 for animal control and sheltering services for Fiscal Year 2020/21 is \$850,538. which is a 3.5% increase from last year's cost of \$821,776. The guaranteed licensing revenues and penalty fees are expected to remain at \$223,000, which results in a net cost to the City of \$627,538. The 3.5% rate increase accounts for salary increases and rising costs associated with electric, water, cleaning supplies, surgical supplies, contracted maintenance, facility improvements, and veterinary medicine. If license revenues and penalty fees exceed the pre-determined amount of \$223,000, 50% of the excess funds will be retained by SEAACA and the other 50% will be rebated to the City following the close of Fiscal Year 2020/21. In the current fiscal year, it is estimated that the additional rebate to the City will be approximately \$30,000 because the licensing revenues and penalty fees will exceed the guaranteed funds for Fiscal Year 2019/20. This additional revenue will further reduce the net cost to the City.

ATTACHMENTS: A. Proposed Amendment No. 1
B. Contract No. 3525

CITY OF SOUTH GATE - CONTRACT NO. 3525
AMENDMENT NO. 1 TO THE AGREEMENT FOR ANIMAL CONTROL AND SHELTERING SERVICES

THIS AMENDMENT NO. 1 to the July 1, 2019 Agreement for Animal Control and Sheltering Services is made and is entered into on July 14, 2020 and retroactively effective July 1, 2020 by and between the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY whose address is 9777 SEAACA Street, Downey, California 90241 (herein, "SEAACA") and the CITY OF SOUTH GATE, a California Corporation, whose address is 8620 California Avenue, South Gate, California 90280 (herein "CITY").

RECITALS

WHEREAS, CITY and SEAACA previously entered into an Agreement for Animal Control and Sheltering Services dated July 1, 2019 for the fiscal years 2019-2024; and

WHEREAS, The Agreement provides for annual costs and fees for Animal Control and Sheltering Services; and

WHEREAS, SEAACA and CITY desire to set forth costs to CITY for Animal Control and Sheltering Services for the Fiscal Year 2020-2021.

NOW THEREFORE, SEAACA and CITY agree that the aforementioned Agreement for Animal Control and Sheltering Services dated July 1, 2019 shall be amended in the following regards:

SECTION II. Paragraph 2, Subsections a) and b) are amended to read as follows:

a) The total cost to the CITY for Fiscal Year 2020-2021 shall be \$850,538.00 offset by revenues collected by SEAACA in performance of this Agreement for license fees and penalties. SEAACA guarantees that the base revenues shall be \$223,000.00 for Fiscal Year 2020-2021; the guarantee will be provided by SEAACA annually. If license revenues exceed the guarantee, 50% shall be retained by SEAACA and 50% shall be returned to the CITY following the close of the fiscal year.

b) The net cost for Fiscal Year 2020-2021 to CITY for said services shall not exceed \$627,538.00 and shall be paid by CITY to SEAACA in two equal payments upon invoice on the following schedule: July 1, 2020, \$313,769.00 and \$313,769.00 on October 1, 2020. Said sums shall be paid within thirty (30) days after receipt of invoice. If payment is not delivered to SEAACA within thirty (30) days after CITY's receipt of invoice, SEAACA is entitled to recover interest thereon. Said interest shall be at the rate of ten percent (10%) per year, or any portion thereof, calculated from the last day of the month in which the services were performed. If such payment is not delivered to SEAACA within the time set forth hereinabove, SEAACA may satisfy such indebtedness, including interest thereon, from any funds of the CITY on deposit or to the credit of SEAACA, without giving further notice to CITY of SEAACA's intent to do so.

SECTION II. All of the remaining provisions of the Agreement for Animal Control and Sheltering Services shall remain the same.

IN WITNESS WHEREOF, THE CITY OF SOUTH GATE, by order of its City Council caused this AMENDMENT NO. 1 to be signed by its Mayor and attested to by its Clerk, and the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY, (a.k.a. SEAACA), by order of its Commission, has caused this AMENDMENT NO. 1 to be subscribed by the Chairperson of said Commission and attested to by the Executive Director and/or Clerk of said Commission.

CITY OF SOUTH GATE:

BY: _____

Maria Davila, Mayor


Dated: _____

ATTEST:

BY: _____

Carmen Avalos, City Clerk

APPROVED AS TO FORM:

BY:  _____

Raul F. Salinas, City Attorney

SOUTHEAST AREA ANIMAL CONTROL
AUTHORITY:

BY: _____

Kimberly Cobos Cawthorne, Chairperson

Dated: _____

ATTEST:

BY: _____

Denise Woodside, Executive Director

APPROVED AS TO FORM:

BY: _____

Scott Nichols, SEAACA Attorney

JUL 7 - 2020

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

3:15pm

For the Regular Meeting of: **July 14, 2020**

Originating Department: **Public Works**

Department Director: _____

Arturo Cervantes

City Manager: _____

Michael Flad

SUBJECT: AGREEMENT WITH MNS ENGINEERS, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WATER FACILITY CHLORINATION SYSTEM UPGRADES PROJECT, CITY PROJECT NO. 586-WTR

PURPOSE: To award an agreement to MNS Engineers, Inc., to provide construction management and inspection services for the Water Facility Chlorination System Upgrades Project (Project). This item was continued from the regularly scheduled City Council Meeting of June 23, 2020.

RECOMMENDED ACTIONS:

- a. Approve Agreement with MNS Engineers, Inc., for construction management and inspection services for the Water Facility Chlorination System Upgrades Project, City Project No. 586-WTR, in an amount not-to-exceed \$399,580; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The Project is currently budgeted in the Capital Improvement Program in the amount of \$4,480,000 in Water Funds in Account No. 411-731-71-9557. The project budget is summarized below:

Project Budget	Account No. 411-731-71-9557
Design Phase	
TetraTech	\$225,974
Project Management Consultant	\$54,026
<i>Total Design</i>	\$280,000
Construction Phase	
Construction	\$3,333,600
Construction Contingency	\$300,000
Construction Management	\$399,580
Construction Management Contingency	\$50,000
Project Management and Staff Time	\$100,000
Unprogrammed Funds	\$16,820
<i>Total Construction</i>	\$4,200,000
Total Project Budget	\$4,480,000

ALIGNMENT WITH COUNCIL GOALS: The Water Facility Chlorination System Upgrades Project (Project) meets the City Council’s goal for "Continuing Infrastructure Improvements." The milestone identified in the 2019/20 Work Program is to "Start construction of the Citywide Chlorination System Upgrades Project, to enhance water quality in the municipal water system."

ANALYSIS: The proposed agreement is necessary to provide a construction management services consultant to oversee construction and inspection of the Project. MNS Engineers, Inc., is recommended for the contract. The negotiated contract amount is \$399,580. The fee is reasonable and within the acceptable industry standards for construction management services for a project of this magnitude.

BACKGROUND: The Project is a part of the Capital Improvement. It entails replacing the chlorination system at seven water wells summarized here and shown in Attachment B: (1) Hawkins Reservoir (9021 West Frontage Road); (2) Well No. 26 (2541 Tweedy Boulevard); (3) Park Reservoir (9615 Pinehurst Avenue); (4) Westside Reservoir (2751 Tweedy Boulevard); (5) Well No. 27, (2645 Tweedy Boulevard); (6) Well No. 28 (3414 Ardmore Avenue); and (7) Well No. 29 (2700 Ardmore Avenue).

Design has been completed and construction bids have been received. A consultant is recommended for construction management and inspection services due to the technical expertise required and complexity of the Project.

On April 8, 2020, a Request for Proposals (RFP) for construction management and inspection services was released to ten qualified consulting firms. On May 11, 2020, proposals were submitted by three firms to the City Clerk’s Office, as summarized below:

Consultant	Non-Optional Tasks	Additional Tasks	Total Fee
SA Associates	\$356,000	-	\$356,000
MNS Engineers, Inc.	\$430,872	-	\$430,872 (*)
GEI Consultants	\$432,222	\$367,185	\$799,407

(*) The original fees were negotiated and reduced to \$399,580, which amount is recommended for the contract.

As part of the evaluation, a technical panel comprised of the Water Division Manager, City Traffic Engineer and Consultant Water Engineer interviewed the above three consultants. This selection process weighed a number of factors including project manager and team qualifications, experience in similar projects, fees, understanding of technical issues, and experience in chlorination systems. The fees proposed by the firms are within normal range. Based on the ranking criteria, MNS Engineers, Inc., received the highest ranking from the panel. MNS Engineers, Inc., provides the following:

- **Qualified Project Manager** – With more than 32 years of public and private sector experience, the Project Manager has rehabilitated and/or installed new chemical feed systems on many water treatment facilities for various agencies, ranging in project sizes from \$2 million to \$213 million in construction value. The Project Manager is a licensed Professional Engineer.
- **Successful Track Record** – MNS has been in business for over 50 years. MNS Engineers, Inc. is a regionally recognized engineering company with more than 170 technical and administrative personnel. The company has 14 offices located throughout California, with the nearest office in Ontario, California.
- **Experience on Similar Projects** – Recently, MNS served as the Construction Manager for the City of Anaheim’s Lenain Water Treatment Plant Upgrade Project (\$18 million) and Water Replenishment District of Southern California’s GRIP Project (\$115 million).

- **Negotiated Competitive Fees** – MNS submitted an original fee proposal of \$430,872 for construction management of the Project. The fees were negotiated to \$399,580 which fees are reasonable and within the acceptable industry standard.

Construction management services consist of construction administration, construction inspection, labor compliance, materials testing services, utility coordination and compliance with local and state requirements.

Construction is planned to start in August 2020, and scheduled for completion in nine months thereafter.

ATTACHMENTS: A. Proposed Professional Services Agreement
B. Location Map
C. Consultant Selection Rankings

AA:lc

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR THE WATER FACILITY
CHLORINATION SYSTEM UPGRADES CITY PROJECT NO. 586-WTR
BETWEEN THE CITY OF SOUTH GATE AND MNS ENGINEERS, INC.**

This Agreement for Professional Services for Construction Management and Inspection Services for The Water Facility Chlorination System Upgrades, City Project No. 586-WTR ("Agreement") is made and entered into on July 14, 2020, by and between the City of South Gate, a municipal corporation ("City"), and MNS ENGINEERS, INC., CALIFORNIA CORPORATE NUMBER C0435353 ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City has the need for certain technical and professional engineering services in connection with that certain project identified as: **THE WATER FACILITY CHLORINATION SYSTEM UPGRADES CITY PROJECT NO. 586-WTR**

WHEREAS, Consultant represents that it has in its employ experienced personnel who are licensed and qualified to render such services; and

WHEREAS, City wishes to retain Consultant on the terms and conditions contained in this Agreement to render such services as the City may from time to request.

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to the Agreement are:

City: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.

Consultant: MNS Engineers Inc.
201 N. Calle Cesar Chavez
Suite 300
Santa Barbara, CA 93103

2. Representatives of the Parties and Service of Notices.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the City shall be:
Arturo Cervantes, P.E.

Assistant City Manager/Director of Public Works
Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

- B. The principal representative of the Consultant shall be:

Greg Chelini, PE, Vice President
MNS Engineers Inc.
201 N. Calle Cesar Chavez,
Suite 300
Santa Barbara, CA 93103

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery, facsimile, email or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

E. Any notice required or permitted hereunder, when served by mail, shall be effective three (3) calendar days after the date of mailing of the same, and when served by facsimile transmission, email or personal delivery shall be effective upon receipt.

3. Description of Work.

Consultant shall provide, in accordance with generally accepted professional standards currently in effect, such services within the Scope of Work as may be requested in writing from time to time during the term of this Agreement by the Assistant City Manager/Director of Public Works of the City of South Gate ("Director"). The anticipated Scope of Work ("Services") is set forth in the Scope of Work and Fee Schedule (Exhibit "A"), attached hereto and incorporated herein by this reference ("Proposal"). The Director or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director.

In requesting the services of Consultant, the Director shall identify the project, program or activity for which such services are requested and shall establish the maximum amount to be charged by Consultant on such project, the time limit within which Consultant is to complete the work, and the charge point to be used by Consultant in billing the City. Consultant's charges on any project shall not exceed the maximum amount so established without the express prior written approval of the Director.

4. Commencement and Completion of Work.

The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Consultant shall commence when the City, acting by and through its Assistant City manager/Director of Public Works, has issued a Notice to Proceed based upon a proposal for as needed services for such project, program, or activity. The work described in Exhibit "A" shall be completed within the time schedule noted in each proposal for such work, exclusive of any review periods required by City and any extensions approved pursuant to Section 6, below. Consultant shall have no claim for compensation for any additional services or work, which has not been preauthorized in writing by the Director.

5. Term.

The term of this Agreement shall commence (be deemed to have commenced if work already started) on the date that the agreement is signed by all parties and, subject to the provisions of Section 11 below, shall expire on June 30, 2022. It is Consultant's responsibility to request an extension at least sixty (60) days in advance of the expiration of the term of the Agreement. The City Manager, or his/her authorized representative, is authorized to approve in his or her sole discretion a contract extension of up to one (1) year from the date of the expiration of the original term of this Agreement.

6. Extension of Time for Completion of Work.

A. Consultant shall keep the Director, or his/her designee, fully informed on a regular basis regarding the status and progress of the delivery of Services under this Agreement, including any activities performed and planned, and any meetings scheduled or desired.

B. If, at any time, the work is delayed due to suspension order by the City, or due to strike, lockout, accident or act of God, City's or additional work initiated by the City, any other cause which, in the reasonable opinion of the City is unforeseeable and beyond the control and not attributable to the fault or negligence of Consultant, then Consultant shall be entitled to an extension of time equal to said delay, subject to the City's right to terminate this Agreement pursuant to Section 12, below.

C. Consultant shall submit a written request for an extension of time to the Director within ten (10) days after the commencement of such delay, citing the reason for such delay. Failure to submit the written request within such time period may, in the City's sole discretion, constitute a waiver of any such delay. The Director shall, in his sole discretion, determine whether and to what extent any extension of time shall be permitted. The Director shall approve or decline any such request in writing.

D. No extension of time requested or granted hereunder shall entitle Consultant to additional compensation unless, as a consequence of such extension, additional work must be performed. If, during the course of the performance of the Services additional services beyond the Scope of Work are, in the opinion of the Director, required or desired, the Director may authorize such additional work by Consultant. Consultant shall perform such additional services

("Additional Services") as may be requested from time to time by the Director. Any additional compensation due and payable to Consultant shall be based on the budget and hourly rates included in the Proposal.

7. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in the Proposal.

8. Independent Contractor.

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

9. Consultant's Personnel.

A. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a business license as required by the South Gate Municipal Code.

B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services, and compliance with generally accepted professional standards of care currently in effect, pursuant to Section 3 above.

C. Consultant shall be responsible for payment of all employees and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

D. Consultant shall not remove or reassign any personnel identified in the proposal or assign any new or replacement personnel without the prior written consent of the Director, which consent shall not be unreasonably withheld or delayed. Consultant has designated David Ferguson to coordinate and manage the delivery of Services under this Agreement ("Project Manager"). The Project Manager shall be available to the Director, or designee, at all reasonable times during the term of the Agreement.

10. Compensation.

A. The Consultant will be reimbursed for hours worked at hourly rates specified in the Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead and fee. These rates are not adjustable during the term of this Agreement. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in the Proposal. Subject to the provisions of Section 5C above, the total compensation to be paid by City to Consultant for all Services shall not to exceed **\$399,580 unless approved in writing by the City.**

B. On or before the fifth day of each calendar month following commencement of the Services, Consultant may cause to be made and submitted to City a written estimate of the value of all work completed and materials incorporated into the project up to the first day of the month in which the estimate is made. In reviewing and approving such estimate, the City may consider, in addition to other facts and circumstances, the relationship of the work completed to the work remaining to be done. The City shall have the right to retain ten percent (10%) of the estimated cost of the work as partial security for Consultant's performance of this Agreement. Within thirty (30) days after approval of Consultant's estimate, City shall pay to Consultant the balance of such estimated value after deducting therefrom all prior payments and all sums to be retained as partial security under the terms of this Agreement.

C. Upon satisfactory completion of all work and services described in the Proposal, and City's approval thereof, City shall pay to Consultant the total amount remaining due for each increment or phase of the work, including all funds retained as partial security. Final payment shall be made by City to Consultant within thirty (30) days after City's written acceptance of the work.

D. No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any Services performed or materials provided by Consultant, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

G. Consultant shall be required to attend meetings as necessary in the delivery of the projects. Travel time between the Consultant's office and the meeting location shall not be billable; however, mileage will be. Consultant may request an exemption on a case by case basis, which shall be subject to City approval.

H. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all the provisions of this article.

11. Indemnity and Insurance.

A. For claims not relating to professional services, Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives ("Indemnified Parties"), from all actions, suits, proceedings, liability, damages, claims, costs and expenses of any kind or nature whatsoever ("Claims") which may be brought, made, filed against, imposed upon or sustained by the Indemnified Parties, or any of them, alleging (a) injury to or death of persons or damage to property, including property owned by or under the care and custody of City, and that such injury, death, or damage arises from or is attributable to or caused by the negligence or willful misconduct of Consultant, its officers, employees, subcontractors, agents, or representatives in connection with or pertaining to performance of the Services. The City shall notify Consultant of any such Claim, shall tender its defense to Consultant, and shall assist Consultant, as may be reasonably requested, in such defense. Upon such notification and tender, Consultant agrees to and shall have the independent duty to defend such Claim and to indemnify the Indemnified Parties. For claims arising out of professional services, the Consultant agrees to indemnify and hold the Indemnified Parties harmless from all actions,

suits, proceedings, liability, damages, claims, costs and expenses including reasonable attorneys' fees, to the extent, arising out of negligent acts, errors or omissions of Consultant in performance of this Agreement. For both professional and non-professional services related claims, if a court of competent jurisdiction determines that the Claim was caused by the negligence or willful misconduct of the Consultant or of one for whom the Consultant may be legally responsible, Consultant's duty of indemnity shall be only to the extent caused by, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction.

B. As a condition precedent to the effectiveness of this Agreement, and without limiting Consultant's obligations of indemnity set forth above, Consultant shall procure and maintain in full force and effect during the term of this Agreement, the following types and levels of insurance with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California:

1. Professional Liability insurance with a limit of not less than \$1,000,000.
2. Workers' Compensation and Employer's Liability
 - Workers' Compensation-coverage as required by law.
 - Employer's Liability-limits of at least \$1,000,000 per occurrence.
3. Commercial General Liability
 - Combined Single Limit-\$2,000,000.

The automobile insurance shall be in an amount of \$1,000,000 per person and \$2,000,000 per accident. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to cancellation of the policy, or ten (10) days' notice if cancellation is due to nonpayment of premium.

4. General Liability and Auto Liability policies shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. Additional Insured Endorsement shall be on form CG 20 10 11 85.

(b) "Severability of Interest" clause.

C. If requested by the City, promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.

D. The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

E. Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

12. Termination

A. Termination for Convenience

The City Council may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its actual costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

B. Termination for Cause.

1. The City Council may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

(a) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

(b) If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

2. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 12, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

3. If this Agreement is terminated as provided above in paragraph 12.A or 12.B, City may, at its election, require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed.

4. If, after notice of termination of the Agreement under the provisions of this Section 12, it is determined, for any reason, that Consultant was not in default, or that the default

was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subsection A above.

C. **Payment on Termination**

If this Agreement is terminated prior to the expiration of its term, Consultant shall be paid for those charges for Services which have accrued but not been paid through the effective date of termination. Consultant agrees to accept such amount, plus all amounts previously paid, as full payment and satisfaction of all obligations of City to Consultant. In ascertaining the value of the Services performed through the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized and reimbursable expenses.

13. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

14. **Consultant's Warranties and Representations.**

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, in addition to any other applicable statutory remedy, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

15. Subcontracting, Delegation and Assignment.

A. This Agreement contemplates the personal services of Consultant and its employees, and it is recognized by the parties that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of Consultant and its employees. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the City. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

1. The amount involved, together with Consultant's analysis of such cost or price.
2. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

16. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents, in whatever form or medium, compiled prepared or obtained by Consultant or furnished to Consultant by the City in the course of performing the Services shall be the property of the City and the City shall have the unrestricted right to use or disseminate the same without payment or further compensation to Consultant. Copies of Consultant's work product may be retained by Consultant for its own records.

17. Entire Agreement and Amendments.

A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

18. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator. In the event of a lack of agreement between the parties, the matter shall be submitted to the Judicial Arbitration and Mediation Services and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration.

19. Severability

If any provision of this Agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

20. Governing Law.

This Agreement shall be governed by the laws of the State of California. Venue shall be within the County of Los Angeles.

21. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement.

22. Retention of Records/Audits.

The parties shall each maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited, and the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The City, State, State Auditor, FHWA, or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations (including the basis of federal funding in whole or in part) shall have access to any

books, records, and documents of the Consultant pertaining to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

23. Exhibits.

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Work

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

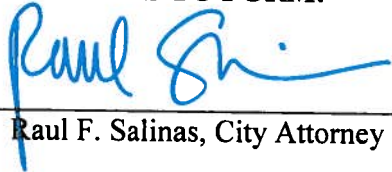
By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

MNS ENGINEERS, INC.:

By: _____
Greg Chelini, PE, Vice President

Dated: _____

Exhibit "A"

Proposal dated March 4, 2020

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL SERVICES DURING CONSTRUCTION
FOR THE CITY OF SOUTH GATE
WATER FACILITY CHLORINATION SYSTEM UPGRADES
CITY PROJECT NO. 586-WTR**

I. PURPOSE

The City of South Gate (City) seeks the services of an engineering consultant to provide services during construction for the City of South Gate Water Facility Chlorination System Upgrades (Project). The intent of the Project is to install new chlorination equipment, Sodium Hypochlorite disinfection system modifications, and upgrades at seven locations of the City's water production facilities. The Project will address deficiencies and remove equipment that are no longer necessary due to operational changes.

Consultant shall provide technical assistance, construction management and inspection services during project construction.

II. PROJECT SCHEDULE

The City plans to commence the construction of the proposed facilities in January 2020. The specification provides for 270 calendar days of construction time. Consultant shall also include 30 additional calendar days beyond the 270 calendar days for inspection and administration services. The Consultant's proposal shall include an estimated time schedule for completion of the services from the date of contract.

III. EXISTING WATER SYSTEM

An outline of the City water system is shown is attached. See Figure 1- Location Map, Figure 2 – Water System Layout, and Table -1 for summary description of facilities.

Figure 1 – Location Map

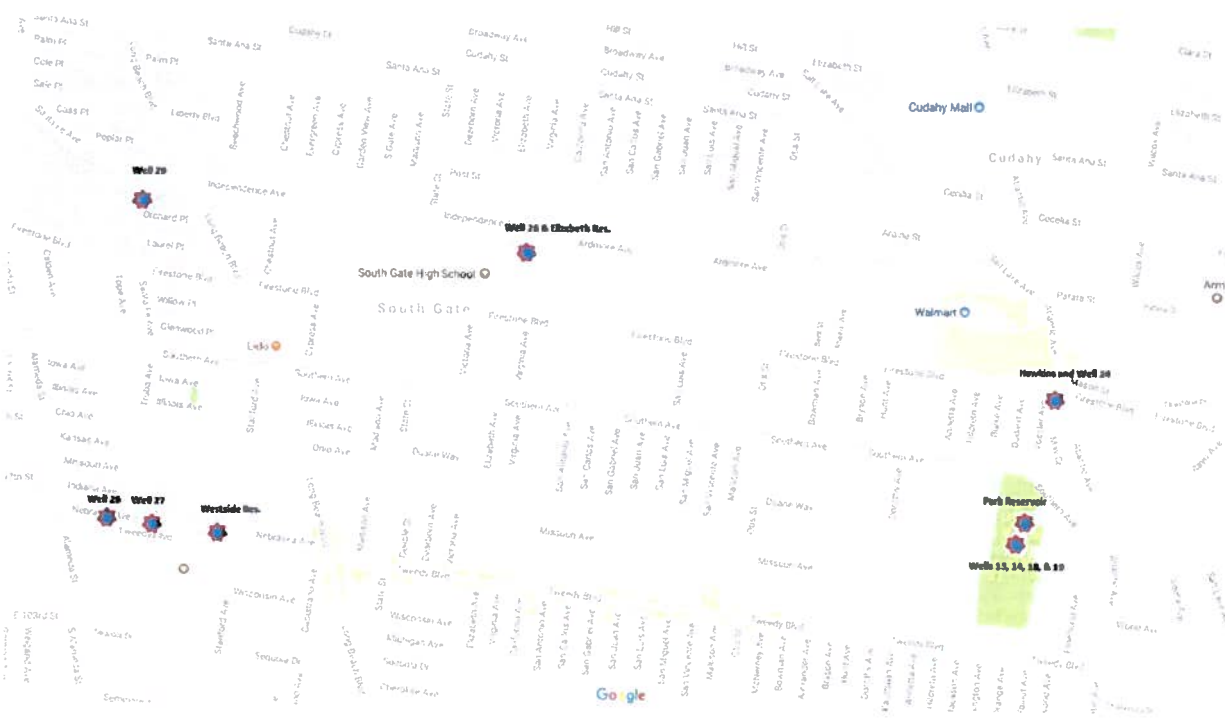


Exhibit A- Scope of Work

A-2

Figure 2 - Water System Layout

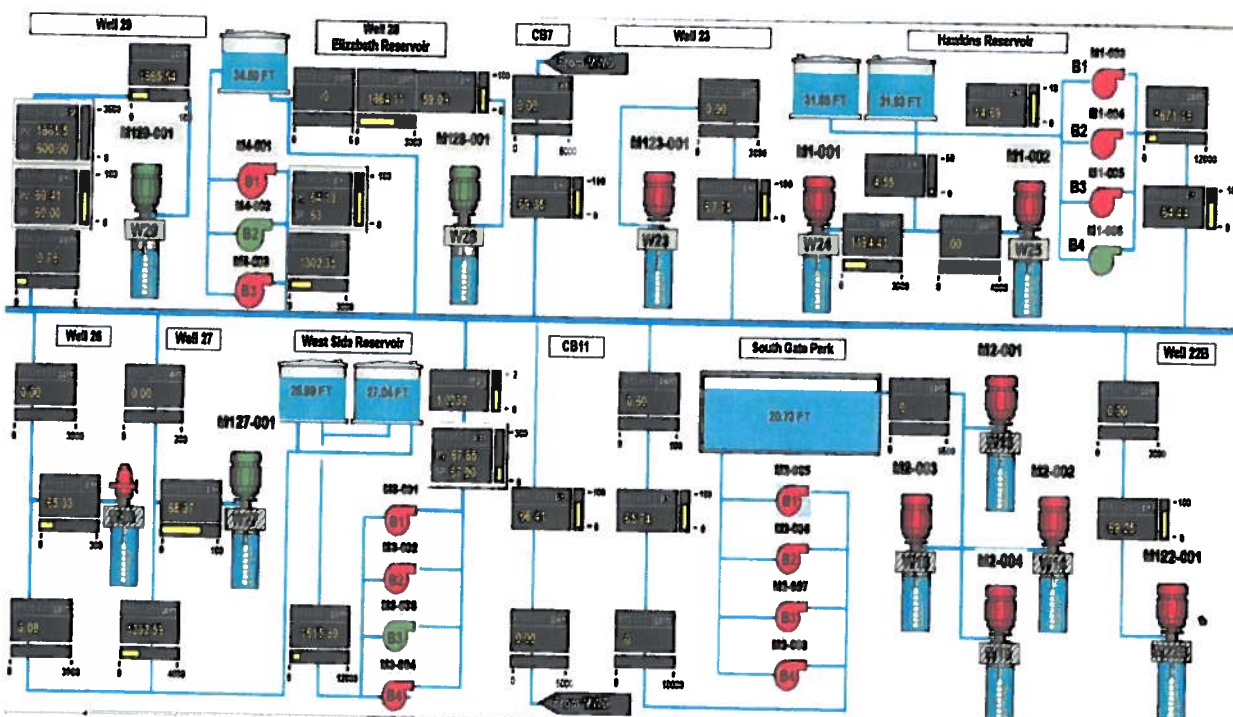


Exhibit A- Scope of Work

A-3

TABLE 1 - Wellsites and Reservoirs

Well No.	Location	Drilled	Capacity	Status
13	SG Park – 9615 Pinehurst Avenue	1940	1,650 GPM	Stand-by (Submersible pump. High levels of Iron and Manganese).
14	SG Park – 9615 Pinehurst Avenue	1944	2,900 GPM	Active
18	SG Park – 9615 Pinehurst Avenue	1945	1,500 GPM	Active
19	SG Park – 9615 Pinehurst Avenue	1947	2,000 GPM	Active
22-B	10740 Lee Lane	1948	950 GPM	In-active (High levels of TCE – Not connected to distribution system).
23	9595 Salt Lake Avenue	1952	600 GPM	Stand-by (High levels of Iron and Manganese).
24	9021 W. Frontage Road	1985	1,500 GPM	Active
25	9021 W. Frontage Road	1985	350 GPM	Stand-by (High levels of Iron and Manganese).
26	2541 Tweedy Boulevard	1984	1,600 GPM	Active (Natural Gas powered).
27	2645 Tweedy Boulevard	1987	1,500 GPM	Active (Iron and Manganese Facility)
28	3414 Ardmore Avenue	2003	2,500 GPM	Active
29	2700 Ardmore Avenue	2017	2,000 GPM	Active

Tanks and Reservoirs

	Location	Built	Capacity
Hawkins Reservoir	9021 W. Frontage Road	1985	2 – 2.5 Million Gallons
<i>Santa Fe Tank (Out of Service)</i>	<i>2700 Ardmore Avenue (8600 Santa Fe)</i>	<i>1946</i>	<i>500,000 Gallons</i>
<i>Salt Lake Tank (Out of Service)</i>	<i>9595 Salt Lake Avenue</i>	<i>1951</i>	<i>500,000 Gallons</i>
Westside Reservoir	2751 Tweedy Boulevard	1999	2 – 1.66 Million Gallons
Park Treatment Reservoir (below grade)	South Gate Park - 9615 Pinehurst Avenue	1994	4.2 Million Gallon
Elizabeth Reservoir	3414 Ardmore Ave	2017	1.8 Million Gallon
			Total 14.32 MG

IV. SCOPE OF WORK FOR THE PROPOSED CONSTRUCTION

Key components of construction under this project includes:

- Reconstruct the existing Chlorination System at Park Reservoir Facility
- Install a new Chlorination System at Well 24 (Hawkins Reservoir Facility) and HVAC unit in the Booster Pump Station VFD Room
- Remove the abandoned chlorination equipment/tanks at Westside Reservoir
- Install a new Chlorination System at Well 26
- Reconstruct the Chlorination System at Well 27
- Reconstruct the Chlorination System at Well 28
- Replace existing Chlorine Analyzer at Well 29
- Miscellaneous entrance gate upgrades at Well 26, Well 27 and Westside Reservoir facility
- Temporary modifications to existing chlorination system with potable units prior to construction to continue uninterrupted disinfection system operation

V. DESCRIPTION OF THE PROPOSED IMPROVEMENTS

A summary of the proposed facility improvements are as follows:

1. Park Facility Chlorination System

- i. Modify the existing Sodium Hypochlorite disinfection system. A 500 gallon tank will replace the existing 1,000 gallon tank. Modify/install secondary containment, chlorine pumps and pedestals, coating, ventilation fans, fire sprinklers, etc.
- ii. Make related hardware modifications and software programming for the existing SCADA system to operate the disinfection system including fire alarms after the proposed upgrades.
- iii. SCADA connection for influent plug valve position indicator and control operation.

2. Hawkins Reservoir Facility Chlorination System

- i. Construct new chlorine room and install Sodium Hypochlorite disinfection system consisting of 500 gallon storage tank, secondary containment, coating, ventilation fans, chlorine feeder line from the chlorine pumps to the well head, analyzers, fire sprinklers, etc., at this location for Well 24. The existing temporary chlorination system will be dismantled.
- ii. Widen the access road on the south side of the property to facilitate truck access.
- iii. Install air conditioning units (package or wall mount) to control the booster station VFD unit thermal overload.

- iv. Make related hardware modifications and software programming for the existing SCADA system to operate the disinfection system including fire alarms after the proposed upgrades

3. Westside Reservoir Facility

- i. Remove the existing chlorination system that is not in use.
- ii. Replace the existing Chlorine Analyzer and piping in the booster room.
- iii. The existing swing gates to the facility will be replaced with sliding gates with electric actuators. This requires a power supply from the electrical panels located in the booster pump station.

4. Well 26 Chlorination System

- i. Install new Sodium Hypochlorite disinfection system consisting of a 200 gallon storage tank, secondary containment, coating, ventilation, fire sprinklers, backflow preventer, and chlorine analyzers at this location.
- ii. The existing manual gates at the entrance to the site will be upgraded to electric gates with a man-gate opening for access. This may require a power supply from the electrical panels located in the booster pump station.
- iii. Make related hardware modifications and software programming for the existing SCADA system to operate the disinfection system including fire alarms after the proposed upgrades

5. Well 27 Chlorine Storage System

- i. Install secondary containment for Sodium Hypochlorite storage tanks, ventilation louvers and exhaust fans, fire sprinklers, and at this location. Install two 500-gallon Sodium Hypochlorite storage tanks, pumping system, and base with piping modifications. Containment floor coating may be required to protect concrete surfaces. Relocate electrical conduits in the chlorine room at the two tanks.
- ii. Replace modify chlorine pumps/pedestal.
- iii. The existing manual gates at the entrance to the site will be upgraded to electric gates with a man-gate opening for access. This may require a power supply from the electrical panels located in the well pump station.
- iv. Make related hardware modifications and software programming for the existing SCADA system to operate the disinfection system including fire alarms after the proposed upgrades

6. Well 28 Chlorine Storage System

- i. Repair cracks and decay in concrete slab and walls due to chlorine leaks.
- ii. Containment floor coating may be required to protect concrete surfaces.
- iii. Install two 500 gallon Sodium Hypochlorite storage tanks, pumping systems, and base with piping modifications. Sodium Hypochlorite Storage tanks to vent to outside.
- iv. Install chlorine pumps and pedestals, coating, ventilation fans, and louvers.

- v. Install grate in containment area for worker safety.
- vi. Replace leaky piping and joints need upgrading.
- vii. Make related hardware modifications and software programming for the existing SCADA system to operate the disinfection system including fire alarms after the proposed upgrades

7. Well 29 Chlorine Analyzer

- i. Replace existing HACH CL 17 chlorine analyzer with HACH CL 10 unit.

VI. PRELIMINARY TASK DESCRIPTION

Task No. 1: Project Management

1.1 General Administration - The Consultant shall perform the following:

1.1.1 At the beginning of this project, a work plan will be prepared to set forth the significant milestones and deliverables for the members to ensure compliance with the established project execution strategy and project goals. Presentation and review of the work plan will be done at the kickoff meeting. Consultant shall forward an updated work plan to the City every 2 weeks.

1.1.2 Use sound engineering guidelines and compliance to plans and specifications during the administration of the Project.

1.1.3 The Consultant along with the project team and subconsultants shall coordinate efforts of Project, monitor schedules and budgets, and administer the contract with the City.

1.1.4 Provide a submittal schedule and revise/update as required due to changes.

1.1.5 Discuss with City staff to assure consensus of content prior to submittals.

1.1.6 The Consultant's project manager shall review all submittals before they are presented to the City.

1.1.7 Contact all agencies that may be involved in the Project. It shall be the responsibility of the Consultant to determine all agencies that will be involved in the Project.

1.2 Meetings - The Consultant shall perform the following:

1.2.1 At the commencement of the project, the Consultant will hold a "kickoff" meeting with the City staff to discuss the scope and parameters of the project as well as the City's experience with the existing facilities. Specific goals to be accomplished will be identified and effective strategy to accomplish the project goals will be developed

during this meeting. A memorandum will be prepared to document the established project goals and the project execution strategy. This memorandum will serve as the basis for subsequent action, in accordance with this Scope of Work.

1.2.2 The project engineers assigned by Consultant and the City shall meet weekly after the kickoff meeting during the Project as necessary. Consultant shall assign appropriate engineering specialty staff or principals, or arrange for appropriate subconsultant's representatives to accompany the project engineer, to meet with the City staff members whose responsibilities correspond to the specialties of the persons accompanying the project engineer.

1.2.3 Coordinate with the City personnel and representatives of utilities, government agencies, City departments, and affected business owners to determine specific requirements and compliance thereof during construction. Assist the City in the State of California State Water Resources Control Board, Division of Drinking Water (DDW), City of South Gate Building Department, and Los Angeles County Fire Department (LACFD) Permits. The City has already applied for the DDW, Building and, LACFD Permits. Some information estimated during the preparation of the permit application need to be updated with actual data after completion of the site improvements. Ensure that the construction is performed per permit requirements and all necessary permits are issued for the project.

1.2.4 Arrange for and participate in informal meetings as necessary (in addition to the mentioned above) with the City to review progress of the project and exchange ideas and information.

1.2.5 The Meetings with the City will discuss the key construction issues and develop general project criteria for construction, including schedule and possible ways of minimizing problems. Prepare and submit approved meeting agendas prior to each meeting.

1.2.6 Include in the engineering fee the time and costs of meetings with the City and other agencies such as DDW, City of South Gate Parks Department and Building Division, Los Angeles County Fire Department, etc., to establish an orderly development of the Project.

1.2.7 Record the minutes of all meetings and shall submit a copy of the minutes to the City within five (5) working days after each meeting.

Task No. 2: Construction Engineering Support

2.1 Office Engineering and Support - Consultant shall perform the following:

2.1.1 Provide general contract administration for the construction of the Project. Provide office engineering and consultation, as required and coordinate with the City and other staff in management of the construction contract.

2.1.2 Interpret the contract documents through Request for Information/Request for Clarification (RFI/RFC).

2.1.3 Review all construction shop drawings, fabrication and mill testing of equipment and materials for complete and strict conformance with the contract plans, specifications and documents. Consultant shall assure itself that any deviations or substitutions submitted by the contractor shall be equal to or of better quality than specified in the contract documents. Consultant shall make its recommendation and review with City staff all substitutions and receive the City's concurrence prior to approving any substitution. Consultant shall submit to the City two (2) copies of all preliminary and final shop drawings that have been reviewed for conformance.

a) Consultant shall coordinate and direct testing of equipment, materials and appurtenances for conformance with design concepts and the construction contract plans, specifications and documents. Those tests will be conducted by the vendor or contractor to assure conformance with the designer's intent and operational criteria. Consultant shall review and evaluate said tests and make appropriate recommendations to the City prior to the installation of equipment and the acceptance of the constructed or furnished facilities.

b) Consultant shall coordinate and assist in verification of intermediate and final acceptance. Final acceptance shall require all the components for the facility to be fully operational, including necessary testing, start-up and jurisdictional transfer of all or the respective portions of each substantially completed facility from its construction phase to the City operational phase.

2.1.4 Prepare supplementary sketches and details as required to resolve field construction problems that may be encountered.

2.2 Resident Engineering - Consultant shall perform the following:

2.2.1 Provide half-time equivalent resident engineer during construction. Resident Engineer shall be on-call 24-hours a day, seven days a week during construction.

2.2.2 Meet biweekly with the City staff to update Project status and schedule. Submit an updated schedule at each weekly meeting. The schedule shall be prepared on Microsoft Project or some similar software.

2.2.3 Clarify construction changes and irregularities.

2.2.4 Submit progress pay requests to the City for approval after review for conformance with the contract documents.

2.2.5 Negotiate, prepare and process change order(s) and/or extra work order(s) as needed.

2.2.6 Review up-to-date construction information recorded by Project inspector(s) during the course of construction to be used in preparation of the construction record drawings.

2.2.7 Prepare Public Notification, Notice to Residents and other documents as required and coordinate with the Contractor on the distribution of the documents.

2.3 Record Drawing Preparation - Consultant shall perform the following:

2.3.1 Record up-to-date construction information during the course of construction to be used in preparation of the construction record drawings.

2.3.2 Prepare "record" drawings by marking all changes on original mylar drawings to be provided by the City and submit one (1) full-size copy of "record" drawings along with return of said mylar drawings. Prepare "record" drawing on AutoCAD and submit electronic file on compact disc to the City.

Task No. 3: Construction Inspection

3.1 Construction Inspection - Consultant shall perform the following:

3.1.1 Provide halftime equivalent inspector to observe the contractor's construction progress, attend meetings with the City and the contractor regarding project schedules. Inspector shall be on-call 24-hours a day, seven days a week during construction.

3.1.2 Inspector shall be on-site whenever the contractor is working.

3.1.3 Meet weekly with the City staff to update Project status and schedule.

3.1.4 Furnish progress reports and final construction report.

3.1.5 Assist in quality assurance in achieving conformance with the contract plans and specifications.

3.1.6 Assist and coordinate with the contractor in the notification procedures for the benefit of the City to affected consumers and/or properties.

3.1.7 Assist the City with respect to temporary shutdown of the involved utility, interruptions of normal utility service and diversion of utilities service to existing consumers, as required to construct the new facility.

3.1.8 Assist and coordinate with the contractor in notifying the City existing customers and/or affected properties of proposed temporary utility system shutdowns and detouring of or inconvenience to pedestrian and vehicular traffic during construction of the new facility.

3.1.9 Maintain daily construction progress reports, project logs, photos, etc., of the progress of the construction work. Consultant shall submit the following weekly documents to the City:

- a) A copy of the daily construction progress reports and project logs.
- b) A summary of the construction progress for the prior reporting period.
- c) One set of photographs taken with Digital Camera shall be submitted to the City at least once per monthly to show weekly progress.

3.1.10 Establish a punchlist during construction. Update the punchlist as construction progresses. Prepare subsequent and final inspections of the punchlist items completed by the Contractor.

3.1.11 At the conclusion of the Project, submit one complete set of construction progress photographs indicating scope of work and critical elements, mounted, identified, and indexed in notebook form.

Task No. 4: Coordination of Power Supply, Telemetry, and Startup

Coordinate all activities with the City telemetry support contractor in connection with telemetry hookup with the City system, power supply, and equipment startup training/orientation of the City staff.

Task No. 5: Concrete/Geotechnical Testing

Provide testing services, which may include laboratory and field testing. Provide services of a certified inspection firm or testing lab as necessary.

Task No. 6: Permit Coordination and Compliance

Review existing permits and coordinate with all permitting agencies to ensure compliance. Assist the City in complying with the necessary permits. Coordinate permitting with the City's Planning and Building Department, Los Angeles County Fire Department, and Public Works Department, and State Water Resources Control Board, Division of Drinking Water (DDW).

V. MISCELLANEOUS

All plans and other documents prepared by the Consultant on behalf of the City shall become the sole property of the City.

VI. CITY RESPONSIBILITIES

1. Provide project management. Assign a Project Manager to act as the project focal point.
2. Provide or make available upon request, contract documents, reports, drawings, specifications, GIS land base maps (hard copy only), City standard specifications, records and other data deemed useful for the project.
3. Administer agreement and make payments to Consultant.
4. Award contract to contractor.
5. Provide coordination to avoid interfering with other City, or agency construction projects and major events.
6. Provide as needed backup support of City staff if available.
7. All printing and reproduction for bidding and construction.
7. Permit fees required for the project.

VII. MISCELLANEOUS

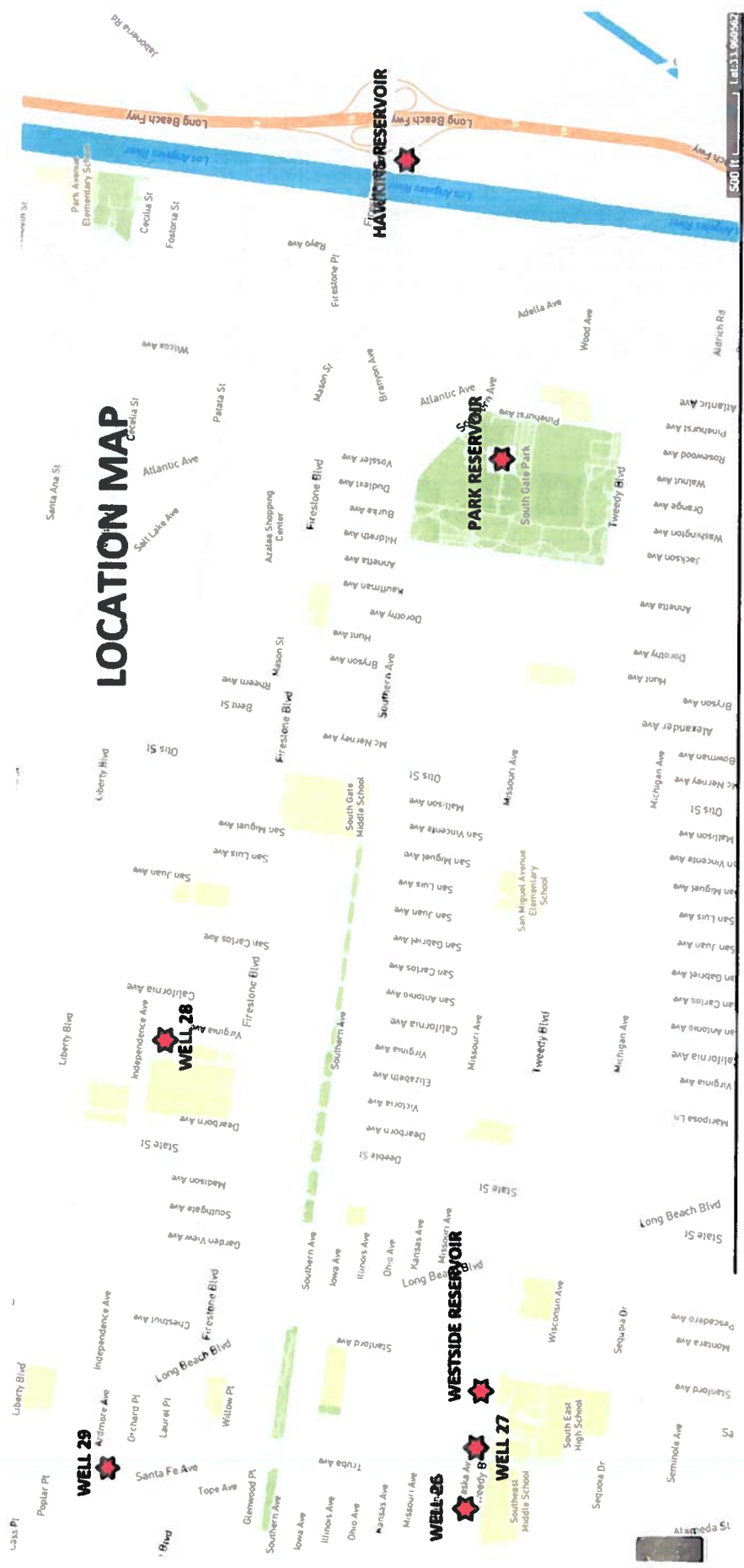
1. All plans and other documents prepared by Consultant on behalf of City shall become the sole property of the City.
2. All engineering designs and calculations shall be based on design standards adopted by City.

Fee Schedule

THE CITY OF SOUTH GATE
 TECHNICAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
 WATER FACILITY CHLORINATION SYSTEM UPGRADES
 CITY PROJECT NO. 508-WTR
 MNS FEE SCHEDULE

Description	Project Manager		Resident Engineer		Inspector(Civil/Mech)		Inspector (Electr)		Tech Support		Direct Costs		Total	
	Hrly Rate: \$ 225		Hrly Rate: \$ 215		Hrly Rate: \$ 154/\$156		Hrly Rate: \$ 154/\$156		Hrly Rate: \$ 175					
	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount
TASK A - NON-OPTIONAL WORK														
1. PROJECT MANAGEMENT	-	\$ -	588.00	\$ 126,420.00									\$ 11,500.00	\$ 137,920.00
2. CONSTRUCTION ENGINEERING SUPPORT				\$ -					168.00	\$ 29,400.00				\$ 29,400.00
3. CONSTRUCTION INSPECTION (Civil/Mechanical)				\$ -	1,278.00	\$ 197,372.00								\$ 197,372.00
4. COORDINATION OF ELECTRICAL TELEMETRY AND STARTUP (Electr&C)				\$ -			64.00	\$ 9,888.00						\$ 9,888.00
5. CONCRETE/GEOTECHNICAL TESTING (Converse)												\$ 25,000.00		\$ 25,000.00
8. PERMIT COORDINATION AND COMPLIANCE (incl Above)				\$ -										\$ -
ADDITIONAL TASKS														
Total for NON-OPTIONAL WORK (1 thr.6)														\$ 399,580.00

ATTACHMENT B – LOCATION MAP



**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
THE WATER FACILITY CHLORINATION SYSTEM UPGRADES
CITY PROJECT NO. 586-WTR**

Proposal Evaluation

Firm Name	Rank
MNS Engineers	1
GEI	2
SA Associates	3

Interview Evaluation

Firm Name	Rank
MNS Engineers	1
GEI	2
SA Associates	3

Final Ranking

Firm Name	Rank
MNS Engineers	1
GEI	2
SA Associates	3

RECEIVED

City of South Gate

Item No. 10

JUL 9 - 2020

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

12:25pm

For the Regular Meeting of: July 14, 2020

Originating Department: Public Works

Department Director:

[Signature]
Arturo Cervantes

City Manager:

[Signature]
Michael Flad

SUBJECT: AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC., FOR AS-NEEDED SERVICES FOR THE INDUSTRIAL WASTE PROGRAM AND THE FAT, OIL, AND GREASE CONTROL PROGRAM

PURPOSE: To approve a three-year Agreement with John L. Hunter and Associates, Inc., for the management of the City's Industrial Waste (IW) Program and the Fat, Oil, and Grease (FOG) Control Program.

RECOMMENDED ACTIONS:

- a. Approve Agreement with John L. Hunter and Associates, Inc., for the management of the Industrial Waste Program and the Fat, Oil, and Grease Control Program, for a three-year term, in an amount not to exceed \$167,940, or \$55,980 annually; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Funding for these services is budgeted annually in the amount of \$56,000 in the Sewer Funds in Account No. 412-732-52-6101. The total annual amount and three-year contract amount are \$55,980 and \$167,940, respectively.

ANALYSIS: The IW and FOG Control Programs (Programs) are a requirement of the California State Water Resources Control Board's 2006 Waste Discharge Requirements Order for Sanitary Sewer Systems (WDR SSS). These Programs regulate facilities which generate, handle and/or dispose of fats, oils, grease and industrial wastewater that are discharged into the City's sanitary sewer system. The goal of the Programs is to manage sewage discharges, and to prevent sewage discharges that have the potential to cause damage to the City-owned sanitary sewer system. In South Gate, approximately 240 active businesses have secured Industrial Waste Discharge Permits and are inspected one to four times per year, depending on the type of business (See Attachment B). Each of these businesses is required to have on-site treatment facilities such as grease traps or sand and grease interceptors to remove harmful elements from their discharge. Industrial Waste Discharge Permits are valid for five years; however, inspections of one to four times per year are required.

BACKGROUND: The Department of Public Works utilizes the services of an environmental consultant for the management of the City's IW and FOG Control Programs. The current consultant, John L. Hunter and Associates, Inc., provides services which include program management, inspections of new and existing commercial and industrial businesses, support of enforcement of the Municipal Code 6.62 (Industrial Waste), evaluates and processes Industrial Waste reports, reviews and approves developer plans, implements Quality Assurance (QA) procedures, educate the public, and attends local community events to promote the Programs.

On October 10, 2017, the City Council approved Contract No. 3383 with John L. Hunter and Associates, Inc., to provide these services for a three-year term. The contract expired on June 30, 2020. Staff is recommending a new contract to John L. Hunter, following a competitive selection process.

On April 16, 2020, a Request for Proposal was released to qualified consultants to provide professional services for the management of the IW and FOG Control Programs. On May 14, 2020, the following three proposals were received.

Consultant	Average Evaluation Rating	Proposed Annual Amount
John L. Hunter & Associates, Inc.	89	\$55,980
CASC Engineering & Consulting	84	\$54,435
EEC Environmental	83	\$56,970

On May 27, 2020, the proposals submitted were evaluated by a Selection Committee comprised of City staff. The Committee's evaluation criteria included experience of the firm, professional qualifications of their staff, ability to meet deadlines, references from previous clients and proposal fees. While service fee were a consideration, the City reserved the right to choose the most qualified consultant for the contract.

Based on the Selection Committee's evaluation, John L. Hunter and Associates, Inc., (JLHA) is recommended for the contract. JLHA has been providing IW and FOG Control Program services to municipal clients since 1985. Since 2006, JLHA has expanded the FOG element of its IW Control Programs to address the State Water Board's 2006 Waste Discharge Requirements Order for Sanitary Sewer Systems (SSS WDR), which include food service establishment permitting, FOG-oriented inspections and education, and hot spot identification.

Under the new contract, JLHA will continue to provide the same services from their previous contract, which are noted above. Their annual fees for these services is not-to-exceed \$55,980, and the three-year sum shall not exceed \$167,940.

ATTACHMENTS: Proposed Agreement

JR:lc

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE MANAGEMENT OF THE INDUSTRIAL WASTE PROGRAM AND FAT,
OIL, AND GREASE CONTROL PROGRAM BETWEEN THE
CITY OF SOUTH GATE AND JOHN L. HUNTER AND ASSOCIATES, INC.**

This Agreement for Professional Services for the management of the Industrial Waste Program and Fat, Oil, and Grease Control Program (“Agreement”), is made and entered into on July 14, 2020, by and between the City of South Gate, a municipal corporation ("City"), and John L. Hunter and Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, City desires to retain Consultant for as-needed professional services for the management of the Industrial Waste Program and Fat, Oil, and Grease Control Program; and

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform the services described in the Scope of Work attached hereto as Exhibit “A” and made a part to this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Work as described in Exhibit “A.” The Scope of Work may be mutually amended from time to time by both Parties in writing..
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the annual sum of **Fifty Five Thousand Nine Hundred Eighty Dollars (\$55,980)**, and the **three-year sum shall not exceed One Hundred Sixty Seven Thousand Nine Hundred Forty Dollars (\$167,940)**, as described in Exhibit “A.” City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved by the Director of Public Works.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant’s office and City Hall

shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.

2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

3. **TERM OF AGREEMENT.** This Agreement is **effective as of July 14, 2020, and will remain in effect through and including June 30, 2023**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **CITY AGENT.** The Director of the Public Works Department, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of the Public Works Department has the authority to provide that approval or authorization.

5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.

5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by City employee or official.

6. **GENERAL TERMS AND CONDITIONS.**

6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its

property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

6.2 Termination for Cause.

6.2.1 The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.

6.3 Non-Assignability. Consultant shall not assign or transfer any interest in this

Agreement without the express prior written consent of City.

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

6.5 Insurance. Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

6.5.1 Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

6.5.2 Comprehensive general and automotive liability insurance protecting

Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

6.6 Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

6.7 Compliance With Applicable Law. Consultant and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.

6.8 Independent Contractor. This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.

6.8.1. Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent

that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

6.8.2. Indemnification of CalPERS Determination- In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

6.9 Consultant's Personnel.

6.9.1 All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

6.9.4 Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

6.10 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.

6.11.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

6.11.3 The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.11.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

6.13 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.

6.14 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this

Agreement.

- 6.15 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.19 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and

addressed as follows:

TO CITY:

City of South Gate
Arturo Cervantes
Director of Public Works
8650 California Avenue
South Gate, CA 90280

WITH COURTESY COPY TO:

City of South Gate
Carmen Avalos
City Clerk
8650 California Avenue
South Gate, CA 90280

TO CONSULTANT:

John L. Hunter and Associates, Inc.
John L. Hunter, President
6131 Orangethorpe Avenue, #300
Buena Park, CA 90620

- 6.21 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- 6.22 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.23 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.
- 6.24 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVE AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**JOHN L. HUNTER AND ASSOCIATES,
INC.:**

By: _____
John L. Hunter, President

Dated: _____

EXHIBIT A



May 14, 2020

City Clerk's Office
Attn: Arturo Cervantes, P.E.
Assistant City Manager/Director of Public Works
City of South Gate
8650 California Avenue
South Gate, CA 90280

SUBJECT: Proposal for As-Needed Services for the Industrial Waste Program and Fat, Oil, and Grease (FOG) Control Program (Project Number 1041620-0061)

John L. Hunter & Associates, Inc. (JLHA) is pleased to submit a proposal to provide for As-Needed Services for the Industrial Waste Program and Fat, Oil, and Grease (FOG) Control Program, prepared in response to the City of South Gate Request for Proposal (RFP) Project Number 1041620-0061.

JLHA is an environmental consulting firm that specializes in servicing municipal clients. Currently we implement elements of Industrial Waste and FOG Control compliance programs to over 10 agencies in the Counties of Los Angeles and Orange. Specific qualifications and experience are detailed in the enclosed packaged.

All staff operate out of JLHA's office at 6131 Orangethorpe Ave, Suite 300, in Buena Park, California. The person authorized as the point of contact for a contract resulting from the RFP is:

Michelle Staffield, Project Manager
310.593.1288
mstaffield@jlha.net

This proposal is considered valid for a period of ninety (90) days from the date of submittal. All information submitted with the proposal is considered true and correct.

We welcome the opportunity to offer our services. Please do not hesitate to contact us if you have any questions or would like further information.

Sincerely,

Michelle Staffield

SUBMITTED

As Needed Services for the Industrial Waste Program and Fat, Oil, and Grease (FOG) Control



SERVICES PROPOSAL 2020.05.14

Prepared for: The City of South Gate
Attention: Arturo Cervantes, P.E.

Prepared by: John L. Hunter & Associates
6131 Orangethorpe Ave #300
Buena Park, CA 90620

Michelle Staffield
Michelle Staffield
JLHA Project Manager
mstaffield@jlha.net 310.593.1288

John L. Hunter
John Hunter
JLHA Principal in Charge
jhunter@jlha.net 310.344.8650

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I. Qualifications, Relevant Experience and References

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation founded in 1985. We specialize in assisting municipalities implement water quality and conservation programs. These programs include NPDES, stormwater pollution prevention, watershed management, sewer overflow prevention, industrial waste (IW) and fats, oil and grease (FOG) control, water conservation, and recycling. Services provided include program administration, funding assistance, compliance planning, engineering, inspections, education, and monitoring and reporting.

A. Relevant Firm Experience

This section highlights JLHA's recent experience relevant to this proposal. Table 1 is a complete list of IW/FOG services we recently or currently provide to municipal clients. This includes:

Table 1: Summary of IW/FOG Services Recently or Currently Provided

Client	First year of service	Years of Service	Program Administration	Inspections	Public/Business Education	Enforcement	Overflow Response	Permitting	Plan Review	Clean Bay Restaurant Program	City Staff Training
Arcadia	1995	25	X	X	X	X	X	X	X	--	X
Covina	2015	5	X	--	--	--	--	X	--	--	--
El Monte	2016	4	--	X	X	X	--	X	--	--	--
Hawthorne	2008	12	X	X	X	X	--	X	--	--	X
Inglewood	2015	3	--	X	X	--	--	--	--	X	--
Lynwood	2014	5	X	X	X	X	--	--	--	--	X
Manhattan Beach	2010	10	--	X	X	X	--	--	--	X	--
Rancho Palos Verdes	2010	10	X	X	X	X	X	--	--	X	X
Signal Hill	1985	35	X	X	X	X	X	X	X	--	X
South El Monte	1997	23	X	X	X	X	--	X	X	--	--
South Gate	1991	29	X	X	X	X	X	X	X	--	X
South Pasadena	2010	5	X	X	X	X	--	--	X	--	X
Stanton	2007	13	X	X	X	X	X	X	X	--	X
Whittier	2015	5	--	X	X	X	--	--	--	--	X
TOTALS out of 14 agencies		184	10	13	13	12	5	8	6	3	9

JLHA has been providing IW and FOG Control services to municipal clients since its incorporation in 1985. Prior to the State Water Board's 2006 Waste Discharge Requirements Order for Sanitary Sewer Systems (SSS WDR), FOG control was addressed under the broad scope of a City's IW Control Program, which was adopted to protect local sewer systems. Since 2006, JLHA has expanded the FOG element of its IW Control Programs to address the SSS WDR, including Food Service Establishment permitting, FOG-oriented inspections and education, hot spot identification and facility prioritization.

B. Firm Quality Assurance/Control Procedures

Service quality is ensured through a QA/QC budget assigned to the program. This budget (approximately 5% of total program costs) is for time spent by supervising key personnel to regularly review the Project Team's work product. This time is also used to track and control the budget, and to ensure control of the schedule of services provided as listed in the following subsections.

It is worth noting that two JLHA FOG clients in the LA area—South Pasadena and Manhattan Beach—have received Sewer System Management Plan (SSMP) program audits by the Los Angeles Regional Water Board. These audits address all elements of an SSS WDR Enrollee's SSMP Program, including FOG control source. In both instances no deficiencies were noted in the FOG Control Program.

C. Staffing Capability and Current Work Load

JLHA staffing is at 25, consisting of 20 full-time staff and 5 part-time staff. This includes 1 principal, 2 directors, 5 project managers, 5 engineers, 7 field inspectors, 4 project analysts, and 3 administrative staff. All staff operate out of JLHA's office at 6131 Orangethorpe Ave, Suite 300, in Buena Park, California. The Project Team listed in the following section will be available to provide any requested services throughout the term.

D. Proposed Team

Table 2 lists the proposed team for these programs and their typical project roles. See the Resumes Section for the experience, credentials, and education of the project team.

Table 2. IW/FOG Control Staff Roles

	Program Title	Team Member Information	
Core Team	Project Manager/ Project Engineer	Name	Michelle Staffield , PE, MSE, CPSWQ, QSD
		Roles	Point-of-contact, project administration and delivery
		Workload	8% of services provided
	Principal in Charge/ Project Engineer	Name	John Hunter , PE
		Workload	Point-of-contact, project oversight
		Roles	2% of services provided
	Asst Project Mgr./ Compliance Inspector	Name	Hugo Garcia , CPSWQ, CESSWI, QSD/P
		Roles	Alternate point-of-contact, preliminary plan review, project delivery, and field services administration
		Workload	25% of services provided
Extended Team	Senior Engineer	Name	Rosalinda Tandoc , PE
		Roles	Plan review and approval
		Workload	1% of services provided
	Program Manager	Name	Cameron McCullough , MS, CPSWQ, QSD/P, IGP ToR
		Roles	As-needed project oversight and support
		Workload	2% of services provided
	Outreach Specialist	Name	Jacqueline Mak
		Roles	Outreach programs implementation
		Workload	2% of services provided
	Compliance Inspector	Name	Erick Barrales
		Roles	Field compliance inspections
		Workload	45% of services provided
	Compliance Inspector	Name	Elsa Chan
		Roles	Field compliance inspections
		Workload	15% of services provided

E. References

Table 3 is a list of client references. Additional references are available at the request of the City.

Table 3: References

Agency Name	Data Field	Reference Information	JLHA Project Manager
Arcadia	Contact/Title	Vanessa Hevener, Environmental Services Officer	Cameron McCullough, John Hunter
	Address	11800 Goldring Rd, Arcadia, 91066	
	Phone/email	(626) 305-5327, vhevener@arcadiaca.gov	
	JLHA services	IW/FOG Control	
Monterey Park	Contact/Title	Mark McAvoy, Public Works Director/City Engineer	Cameron McCullough,
	Address	320 W Newman Ave, Monterey Park, CA 91754	
	Phone/email	(626) 307-1323, mmcavoy@montereypark.ca.gov	
	JLHA services	IW/FOG Control	
Signal Hill	Contact/Title	Kelli Tunnicliff, Director of Public Works	Michelle Staffield
	Address	2175 Cherry Ave, Signal Hill, CA 90755	
	Phone/email	(562) 989-7351, ktunnicliff@cityofsignalhill.org	
	JLHA services	IW/FOG Control	
South El Monte	Contact/Title	Rene Salas, Director of Public Works	Cameron McCullough, Hugo Garcia
	Address	1415 Santa Anita Ave, South El Monte, CA 91733	
	Phone/email	(626) 579-6540, rsalas@soelmonte.org	
	JLHA services	IW/FOG Control	
Stanton	Contact/Title	Allan Rigg, Director of Public Works	Cameron McCullough, Hugo Garcia
	Address	7800 Katella Ave, Stanton, CA 90680	
	Phone/email	(714) 890-4204, arigg@ci.stanton.ca.us	
	JLHA services	FOG Control	

II. Scope of Work and Project Understanding

JLHA welcomes the opportunity to continue providing professional Industrial Waste and FOG Control services to the City of South Gate. This section details the approach to the Scope of Work (SOW). The timeframe of this proposal is for three years (Fiscal Year 2020-2021 through 2022-2023). The services provided may be extended for additional years, maximum of two, upon written agreement by the City and JLHA. This proposal is considered valid for a period of ninety (90) days from the date of submittal.

Services offered under this proposal are:

- Conducting Industrial Waste inspections on commercial and industrial businesses
- Enforcing City Municipal Code Chapter 6.62 – Industrial Waste
- Evaluating and processing IW Reports to ensure compliance
- Reviewing and approving developer plans
- Conducting inspections for new developments and existing businesses
- Completing and submitting required regulatory reports
- Assisting with Annual Billing
- Implementing Quality Assurance (QA) and Quality Control (QC) Procedures
- Developing an informative model that educates the public
- Attending a minimum of three local City/Community events to promote the program
- Quarterly inspections and results update

A. Conducting Industrial Waste inspections at new and existing businesses

There are approximately 250 existing Industrial Waste Discharge Permits that require compliance inspections to verify proper control of industrial waste discharges to the City's sanitary sewer system. JLHA will inspect these facilities on a tiered schedule as set by the adopted LA County Municipal Code Title 20 section. These compliance inspections focus on employee education as well as verification of proper source control BMPs and grease trap/interceptor maintenance.

B. Enforcing City Municipal Code

The City's Municipal Code, Chapter 6.62 Industrial Waste, which was adopted in part from Division 2 (Sanitary Sewers and Industrial Waste) of Title 20 (Utilities) of the Los Angeles County Code will continue to be enforced.

C. Evaluating and Processing IW Reports

An inspection report for the Industrial Waste and FOG Control Program has been developed and currently in use. A copy of the report is provided to the business contact upon inspection. Reports are evaluated for compliance, filed and logged onto an electronic database for recordkeeping.

D. Reviewing and Approving Developer Plans

When new IW dischargers, or existing IW dischargers undergoing extensive modification, submit plans to the Building Department, the plans are reviewed for compliance with the City's grease trap/interceptor requirements. The application and any associated plans and supporting information are reviewed for:

- Discharge rates into the sewer;
- Pretreatment retention times and capacity; and
- Types of materials being discharged.

This work is managed by the Proposed Team's Principal in Charge. A plan review's turnaround time is within two weeks.

E. Conducting Inspections for new developments and existing

Existing facilities are inspected based on the tiered schedule as set by the adopted LA County Municipal Code Title 20 section. New developments are not inspected until the facility has received their Certificate of Occupancy and has been operating for at least three months. Sites found not to be in compliance receive a follow-up two weeks after the initial inspection to allow for necessary corrections.

F. Completing and submitting required regulatory reports

JLHA will complete and submit required regulatory reports to the State. This includes the results of SSMP self-audits as they pertain to the City's FOG Control Program, and FOG investigations conducted as a result of Category I sanitary sewer overflows.

G. Assisting with Annual Billings

JLHA will continue to assist the Finance Department with Annual Billing by providing a spreadsheet of the sites inspected within the fiscal year and their assigned tiered schedule.

H. Developing an informative model that educates the public

This task consists of providing relevant Industrial Waste and FOG information to each facility enrolled in the Industrial Waste and FOG Control Program. The materials could be distributed at the City's permit counter or by JLHA's inspectors during an inspection. Such information includes a kitchen BMP poster, sanitary sewer system general brochure, and blank maintenance log forms for FSE staff to complete on a regular basis. Examples of these materials are included in Appendix B.

I. Attending a minimum of three local City/Community event

JLHA is available to attend a minimum of three local/community events for the promotion of the Industrial Waste and FOG Control Programs. JLHA currently attends at least one event yearly to promote the NPDES environmental program and is available to present both topics during the same event.

J. Quarterly Inspections and Results

Inspection results and non-compliant information can be provided to the Public Works Department on a quarterly basis. This will include: the issued industrial waste permit, permit expiration date, number of inspections required and conducted annually, violations, paid fees, new businesses identified (annually), and an electronic copy of the inspection.

III. Legal Investigation History

JLHA has not been the subject of any legal investigation by County, State, and/or Federal agencies within the past five years.

IV. Consultant Agreement

JLHA has no exceptions requested to the standard contract included in the RFP.

V. Fee Proposal

A. 2020 Rate Schedule

Principal	\$195 / hour
Director	\$175 / hour
Program Manager	\$175 / hour
Staff Engineer	\$175 / hour
Project Manager	\$165 / hour
Assistant Project Manager	\$155 / hour
Project Engineer	\$155 / hour
Compliance Specialist II	\$125 / hour
Project Analyst II	\$125 / hour
Industrial/commercial facility inspection	\$125 / unit
Compliance Specialist I	\$115 / hour
Project Analyst I	\$115 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$75 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

B. Estimated Not-to-Exceed Fee Proposal

The annual not-to-exceed costs for the Industrial Waste and FOG Control services are included in Table 4. Work will be conducted on a time and materials basis. Information on the tasks listed are provided under the Scope of Work section of this proposal.

Table 4. Estimated Not-to-Exceed Annual Costs for IW/FOG Services

Task name	Team*	Rate	Hours	Cost	Totals
Conduct approximately 355 inspections for 250 facilities	CS1	\$115	355	\$40,825	\$52,350
Enforce ordinance in cases of noncompliance	CS1	\$115	26	\$2,990	
Process permits	CS1	\$115	50	\$5,750	
Conduct plan reviews	PE	\$155	15	\$2,325	
Assist with Annual Billing	CS1	\$115	4	\$460	
Participate in 3 City/community event(s) to promote the Industrial Waste and FOG Control Program	CS1	\$115	0	\$0	
Administer Program and Implement QA/QC Procedures (assume 5% of sub-program costs)	PM	\$165	22	\$3,630	\$3,630
Total					\$55,980

* CS1: Compliance Specialist 1/2, PE: Project Engineer, PM: Project Manager

Appendix A. Resumes

The following section includes the resumes and certifications of key personnel.

Michelle Staffield, PE, MSE, CPSWQ, QSD
Water Resources Engineer

Education

M.S., Civil Engineering, Loyola Marymount
 B.S., Ecology, Behavior, & Evolution, UCSD

Certifications

PE, California Professional Civil Engineer
 CPSWQ, Envirocert (#1136)
 QSD, CASCA (#26529)

Michelle Staffield has thirteen years of experience in the water quality field, specializing in surface water quality regulation in local regions including Los Angeles, Orange County, and San Diego. Her experiences include managing the development and implementation of point and non-point source programs—including NPDES and TMDL programs for municipalities—assisting and training municipal staff in their in-house NPDES programs, and representing client interests in interactions with regulators and other stakeholders.

Recent Experience and Project Qualifications

Michelle serves as a Project Manager and technical lead on various stormwater infrastructure projects for municipalities involving planning, review, and implementation. In this role her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management and TMDL compliance, Best Management Practices (BMPs) and Low Impact Development (LID) for planning and land development, construction, and industrial/commercial activities, public information and participation, and general programs management and technical assistance. She is also involved in the development and review of Watershed and Stormwater Management Programs, Water Quality Management Plans (WQMPs), and LID Plans.

Municipal NPDES Permit Management: Some of Michelle's current client-specific responsibilities include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, Long Beach, Lynwood, Monterey Park, Norwalk, Pasadena, Rancho Palos Verdes, Santa Fe Springs, Signal Hill, South El Monte, South Gate, West Hollywood, and Whittier.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the cities of Buena Park, La Habra, Placentia, Seal Beach, Stanton, and Villa Park. (WQMPs are the Orange County-equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP verification and maintenance inspections for the cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, La Habra, Placentia, Rancho Palos Verdes, Seal Beach, Signal Hill, Stanton, and West Hollywood.
- Assisting in municipal TMDL compliance activities, including the preparation of Trash TMDL studies and compliance reports, and Bacteria TMDL studies and Load Reduction Strategy reports.
- Assisting in NPDES program management for the cities of Downey, South Gate and Signal Hill. Tasks include serving as a point-of-contact with City staff, representing city interests at watershed meetings and other related meetings and hearings, and preparing the Individual Annual Report.

Watershed Management: Through representation of municipal clients' stakeholder interests, Michelle also participates in the development and implementation of watershed management programs and monitoring programs for the Los Cerritos Channel, Lower Los Angeles River, and Lower San Gabriel River.

John L. Hunter, PE
Principal

Education

B.S. Chemical Engineering, CSULB
B.S. Biological Sciences, UCI

Certifications and Licenses

CA Professional Chemical Engineer, 4724
CA Registered Environmental Assessor, 0900
CA Hazardous Substance Removal, A3382
CA General Engineering License, A-582340

Mr. Hunter serves as the Principal of JLHA. He has over 30 years of experience in municipal environmental programs and currently oversees: (1) elements of over 40 separate NPDES programs encompassing three counties that covers programs such as: watershed and stormwater management, TMDL implementation, plan reviews, industrial and construction inspections, public agency activities, public outreach, and monitoring/reporting; (2) eleven municipal FOG programs encompassing permitting, inspections and enforcement; (3) seven municipal Used Oil Recycling programs; (4) three municipal Beverage Container Recycling programs; and (5) two water conservation programs. As of May 2016 Mr. Hunter serves as the chair for the LA Permit Group, which provides area-wide MS4 Permit updates to all affected parties under the LA Region MS4 Permit.

Related Experience**Watershed Management**

Lead consultant for the Lower Los Angeles River Watershed Group, the Lower San Gabriel River Watershed Group, the Peninsula Cities Watershed Group, and the Long Beach Near-shore watersheds. Oversaw preparation and oversees continued development of the Watershed Management Programs for these groups. Also participates in the Upper Los Angeles River Watershed Group, the Dominguez Channel Watershed Group, and the Los Cerritos Channel Watershed Group.

Total Maximum Daily Loads

Los Angeles River Metals TMDL: Developed the Reach 1 Metals TMDL Implementation Plan on behalf of nine local agencies. The Plan was used as a source document for the Compliance Schedule in the Lower LA River WMP.

Los Angeles River Trash TMDL: Administered Trash DGR studies and associated compliance reports for multiple cities since 2004. Negotiated client interests with Regional Board staff. Obtained grant funding for and prepared the Hamilton Bowl BMP Study. The study evaluated different end-of-pipe trash capture systems for the Cities of Signal Hill and Long Beach.

MS4 Permit Minimum Control Measures (MCMs)

Oversees MCM elements of MS4 Permits for 37 cities. MCM programs include business and construction site inspections, LID Plan and SWPPP reviews, BMP implementation for public agency activities, illicit discharge investigations, and public outreach.

Representation and advocacy

Represents client interests in meetings with Regional Board staff/members regarding (E)WMPs, TMDLs, and other Permit mandates. Has chaired the Los Angeles River Watershed Management Committee, Santa Monica Bay Bacterial TMDL J7 Subcommittee, and the LA Permit Group. Currently serves as technical lead for the Lower San Gabriel, Lower Los Angeles, and Peninsula Cities Watershed Management Groups.

16 years of project experience**Education**

M.S., Applied Mathematics, CSULB
B.S., Physics, CSULB

Certifications

CPSWQ, Envirocert (#0842)
QSD/QSP, CASQA (#22706)
IGP Trainer of Record, CASQA (#079)

Affiliations

Phi Beta Kappa Society
Society for Industrial & Applied Math

**Cameron McCullough, MS, CPSWQ, QSD/P, IGP ToR
Director**

Cameron McCullough has sixteen years of experience in the environmental compliance field, specializing in water quality. His experience includes municipal NPDES, TMDL, and SSO Control program administration, program funding, compliance planning, providing technical assistance and training to municipal staff, and representing client interests in interactions with regulators and other stakeholders.

Recent experience and project qualifications

Mr. McCullough serves as a municipal NPDES and Industrial Waste Program Manager for several local cities. Programs administered include those for NPDES stormwater permits (MS4, IGP, and CGP), non-stormwater permits and orders (e.g., sanitary sewer overflows and drinking water system discharges), and local ordinances related to these permits and orders. Tasks include funding (e.g., Safe, Clean Water Program), compliance planning (e.g., Water Management Programs and TMDLs), stormwater quality controls for development and construction, industrial facilities, and municipal activities, prohibiting and investigating non-stormwater discharges to and from the MS4, and surface water quality monitoring. Through providing these services, he has developed the qualifications needed to serve as a Program Manager for this project. Specific examples of these qualifications include:

- Serving as a Program Manager for contracted MS4 NPDES Program services for local cities: Arcadia, Burbank, Diamond Bar, Glendale, Inglewood, San Gabriel, South El Monte, South Pasadena, Stanton, Villa Park, and West Covina. Project responsibilities include serving as point-of-contact, overseeing the Project Team, ensuring successful completion of the project, and representing clients in interactions with regulators and stakeholders. Estimated total budget: \$650,000 per year.
- Serving as a Program Manager for contracted Industrial Waste and/or Fats, Oils, and Grease (FOG) services for local cities: Arcadia, Hawthorne, South El Monte, South Pasadena, Stanton, and Whittier. Project responsibilities include serving as point-of-contact, overseeing the Project Team, ensuring successful completion of the project, and representing clients in interactions with regulators and stakeholders. Estimated total budget: \$200,000 per year.
- Representing cities in MS4 NPDES Permit compliance audits from Cal EPA and Federal EPA: Villa Park 2019, Diamond Bar 2019, Stanton 2014, 2010, Seal Beach 2010, 2006, Big Bear Lake 2007.
- Developing projects and submitting applications for Safe, Clean Water Program funding: South Pasadena 2019, Burbank 2020, Diamond Bar 2020. Estimated budget: \$100,000.
- Administering the preparation of watershed management programs to address wet and dry weather TMDLs for Metals, Toxics, Bacteria, and Trash: Lower Los Angeles River, Lower San Gabriel River, and Long Beach Nearshore Watersheds, 2013-2016. Estimated budget: \$1.5 million.
- Administering the adaptive management of watershed management programs: Lower Los Angeles River, Lower San Gabriel River, and Long Beach Nearshore Watersheds, 2017-2020. Estimated budget: \$100,000.
- Leading hundreds of municipal training sessions for over 30 municipalities over the last 15 years.

Education

B.S., Environmental Science, UCR

Certifications and Training

CPSWQ, EnviroCert (#1183)

CESSWI, EnviroCert (#4769)

QSD/P, CASQA (#27064)

Professional Certificate in GIS

Basic Inspector Academy, Cal EPA

Spanish fluency

Hugo Garcia, CPSWQ, CESSWI, QSD/P

Senior Project Analyst/Assistant Project Manager

Hugo Garcia has eight years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include implementation of Municipal NPDES Programs for Industrial/Commercial Facilities, Development Construction, Municipal Activities, Planning and Land Development, Public Information and Participation, and Illicit Connections & Illicit Discharge Elimination Programs. In addition, Hugo provides TMDL implementation and reporting, and serves as JLHA's lead GIS Specialist.

Recent Experience and Project Qualifications

Mr. Garcia currently serves as both a Senior Project Analyst and Compliance Specialist whose responsibilities include providing assistance with the implementation of several Watershed Management Programs in Los Angeles and Orange County, as well as conducting stormwater compliance inspections (e.g., La Habra, South Gate, and Whittier). Specific examples of recent experience and project qualifications include:

- Assisting with the development, implementation, and compliance reporting components of Trash TMDLs for the Cities of Alhambra, Arcadia, Burbank, Downey, Glendale, Inglewood, Long Beach, Lomita, Lynwood, Monterey Park, Paramount, Pasadena, Pico Rivera, Rancho Palos Verdes, Signal Hill, South El Monte, South Gate, South Pasadena, Temple City, and West Hollywood.
- Assisting with the development of the Lower Los Angeles River Watershed Management Group Trash Monitoring Reporting Plan (TMRP), Trash Minimum Frequency of Assessment and Collection (MFAC/BMP) Programs for the Cities of Arcadia, Burbank, Downey, Glendale, Long Beach, Pasadena, and Pico Rivera, and Plastic Pellet Management Programs (PMRPs) for the Cities of Arcadia, Burbank, Glendale, Monterey Park, Pasadena, San Gabriel, South El Monte, South Pasadena, and Temple City.
- Assisting with Industrial General NPDES Stormwater Permit compliance activities and Stormwater Pollution Prevention Plans (SWPPPs) for municipal facilities located in the Cities of Laguna Beach, La Mirada, San Gabriel, Signal Hill, and West Covina.
- Conducting over 3,000 NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive repair facilities, and facilities subject to the Industrial General Permit) and construction sites.
- Developing and maintaining GIS databases of 1) potential sites for low impact development (LID) retrofit projects to comply with various Watershed Management Programs, 2) catch basin retrofit locations to comply with Trash TMDLs and the statewide Trash Provisions, and 3) MS4 outfall and non-stormwater discharges locations to comply with Coordinated Integrated Monitoring Programs (CIMPs).
- Reviewing preliminary plumbing plans for new development and tenant improvement projects at Industrial Waste/FOG facilities in the cities of Arcadia, Signal Hill, South El Monte, South Gate, and Stanton.
- Assisting with the review of small site Low Impact Development (LID) plans for conformance with city-specific LID standards for the Cities of Signal Hill, South Gate, and West Hollywood.
- Developing retrofit opportunity inventories for multi-watershed/multi-jurisdictional grants (i.e. OCTA ECP Tier 1, Prop 84).

Rosalinda Tandoc, PE
Staff Civil Engineer

Overview

Ms. Tandoc has over 30 years of experience reviewing and approving structural and architectural plans. Her specialty lies in reviewing and approving such plans for compliance with Permits (including MS4), City ordinances (including LID and Green Streets/Fats, Oils, and Grease/Industrial Waste/Erosion Control), Building Codes, and other State Laws. At JLHA, she has been instrumental in expediting plan review and approval for issuance of permits, interacting with clients to troubleshoot project development problems, and expediently facilitating completion of client projects. She has done this for all of JLHA's past and current clients, which now includes 23 cities.

Education

Master of Science in Civil Engineering
California State University, Long Beach

Certifications and Licenses

CA Registered Civil Engineer

Related Experience

**With JLHA
(Starting 2006)**

- Reviews structural and architectural plans and residential and large and complicated buildings for compliance with the MS4 Permit, City Ordinances and State Law.
- Interacts with developers to facilitate completion of their projects
- Worked with the Principal in investigating problems presented to them.
- Code Consultant

Prior Experience:

- Los Angeles County Department of Public Works Building and Safety Division (1979 – 2006)
- Coordinated with local agencies in expediting the issuance of permits
- Assisted Permit Technician in solving problems that he or she may have incurred in the processing of permits and other related problems that need to be resolved at the counter.
- Assisted the City in developing ways and methods of expediting the processing of plans for issuance of permits.
- Assisted the City in developing plans and methods for effective office organization in the City Building Department in working with the City Planning Department.

Personal Advancement Courses

Engineering Management
Communication
Diversity Training
Business and English Writings
Supervisory Management

Achievements/Volunteer Works

Outstanding Woman of 1998, City of Cerritos
Greater Long Beach Girl Scout Council
Cerritos Senior Center, City of Cerritos
St. Linus Parish, Norwalk, CA
Cathedral of Our Lady of the Angels, Los Angeles

Appendix B. Samples of Inspection Form and Outreach Material

The following section includes samples of an inspection form and educational material handed out to the public.



**City of South Gate Industrial Waste Program – Food Service Establishments (FSEs)
BEST MANAGEMENT PRACTICES/GREASE INTERCEPTOR COMPLIANCE REPORT**

Permit Number:	Inspection Date:
FSE Name:	Inspector:
Address:	Inspector Signature:
Contact Name/Title:	

CHECKLIST FOR BMP COMPLIANCE INSPECTIONS

Requirement	Status	Comments/Corrective Action Required
1. Screens installed in all floor and sink drains?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2. Proper segregation and collection of waste cooking oil?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3. Disposal of all food waste in the trash (not down the drain)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
4. Oil decanted from kitchen exhaust filter washwater to a grease interceptor or waste oil container?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
5. Required kitchen signage posted?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
6. Employee BMP Training Log complete and up-to-date?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
7. Grease Interceptor Maintenance Log complete and up-to-date (if applicable)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
8. Food grinders eliminated?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
9. Biological/chemical additives used for emulsifying grease eliminated?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
10. Effluent discharge temperatures below 140° Fahrenheit?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
11. Yellow Grease Pickup/Disposal Log complete and up-to-date?	Yes <input type="checkbox"/> No <input type="checkbox"/>	

CHECKLIST FOR GREASE INTERCEPTOR INSPECTIONS

12. Interceptor accessible for inspection?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
13. FOG and solids layer less than 25% of total depth?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
14. Discharge (effluent) line unobstructed?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
15. Baffle tube present and working properly?	Yes <input type="checkbox"/> No <input type="checkbox"/>	

INSPECTION FINDINGS/CORRECTIVE ACTION(S) REQUIRED:

CORRECTIVE ACTION NOTICE (IF REQUIRED)

If any deficiencies have been checked above or if any corrective actions have been noted, then based on the inspection of your establishment, you are in noncompliance with the Sanitary Sewers and Industrial Waste Ordinance (Municipal Code Chapter 6.62). Your establishment must take immediate action to correct the problem by implementing the required corrective action(s) by:

_____ Corrective Action Due Date

After this date, the Inspector will re-inspect your establishment to verify that all necessary corrective measures have been taken. FAILURE TO IMPLEMENT THE CORRECTIVE ACTION(S) MAY SUBJECT YOU TO MISDEMEANOR OR INFRACTION PENALTIES.

ACKNOWLEDGEMENT OF RECEIPT OF CORRECTIVE ACTION NOTICE

Food Service Establishment Contact Signature

Printed Name

Date

& DO'S & DON'TS

Do install a grease trap and keep it clean. There should be only the slightest layer of grease on the outlet side. Clean as needed. More frequent clean outs will reduce the odors associated with grease trap.

Do recycle waste grease with rendering companies. Go to www.calfog.org/Hauler.html for hauler reference.

Do scrape grease off dishes & pots into a trash can before washing.

Note: Commercial additives, including detergents, that claim to dissolve grease may pass grease down the line and cause problems in other areas

Don't clean hood filters in the sink. Use a commercial service instead. Some enterprising restaurateurs have even taken their dirty grease hoods to the self-serve car washes to be cleaned.

Don't use hot water to wash grease down the disposal. Grease liquefies in hot water and hardens once reaching the cold water in the sewers.



Don't pour greases and oils down any drains.

Recycle Waste Grease



Don't Let This Happen



Visit www.calfog.org



City of South Gate
Department of Public Works
For more information, please call
(323) 357-9657
www.cityofsouthgate.org

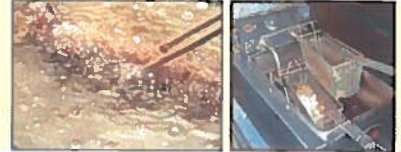
Developed by John L. Hunter & Associates 2011



**GREASE-FREE
SEWER**
A RESTAURANT GUIDE
TO HELP PREVENT SEWER STOPPAGES

TODAY'S LEADING CAUSE OF SEWER STOPPAGES IS GREASE FROM RESTAURANTS!

Once the sewer is almost blocked, the untreated sewage has nowhere to go but up into homes, restaurants, streets, or storm drains. When this happens, it can result in expensive property damages, clean up cost, and environmental pollution.



Sewage backups and overflows not only damage property interiors, it threatens the environment as well.

Most grease is a byproduct of food preparation such as:

- Cooking oil
- Meat fats
- Dairy products
- Baking goods
- Butter & margarine
- Shortening
- Sauces
- Food scraps
- Lard

Too often fats, oils and grease are washed into the plumbing system through kitchen sinks and floor drains in food preparation areas. Grease sticks to the insides of sewer pipes, and over time the grease can build up and block the entire pipe.

Most sewer stoppages occur when grease builds up on the sides of sewer lines buried under the street.

The normal flow of the sewer system is enough to keep small amounts of grease from sticking.

When too much grease is added to the sewer system, grease starts to build up on the sides of the sewer, causing a blockage.

WHAT ARE THE EFFECTS OF SEWER BLOCKAGE?

On your business

- Potential contact with disease-causing organisms.
- Sewage and food particles that accumulate while your sewer pipes back up can attract insects and other vermin.
- Property damage resulting from sewer blockage or back ups will lead to expensive plumbing repairs and clean up.
- Violations of the health code might lead to closure of your business.
- Severe fines to you from regulatory agencies.

On the environment

- Clogged sewers result in overflows.
- Sewage overflow may get onto city streets, and then flow into storm drains which lead to our rivers and beaches.
- Health risks to swimmers and marine life can cause beach closures.

On the city

- Increased sewer blockages lead to costly maintenance.
- Increased sewer fees!

& FINES & PENALTIES

If your restaurant causes a blockage, you could

- 1 Be closed down until the blockage is repaired.
- 2 Be liable for the cost of the clean up.
- 3 Be subject for the cost of any resulting property damage.
- 4 Be liable for fines from State or local agencies. Sewer spill can become expensive - both in efforts for remediation and from possible fines. The cost can add up very quickly!

Y

Lo que pueda hacer lo que no debe hacer

Puede instalar una trampa de grasa y mantenerla limpia. El lado de salida tiene que tener una capa mínima de grasa. Mantenga su trampa limpia como sea necesario. Limpiezas frecuentes reducirá el mal olor de la trampa de grasa.

Debe de reciclar los residuos de grasa, para obtener una lista y información de empresas que colectan grasa y aceite por favor visite el sitio de internet www.calfog.org/Hauler.html

Puede despegar la grasa, comida, etc. que queda en los platos y ollas. Ponga los residuos en el bote de basura.

Nota: Tenga precaución con los químicos y aditivos (incluyendo jabones y detergentes) que dicen que disuelven grasa. Algunos aditivos simplemente pasan la grasa por la tubería donde puedan tapan las líneas en otros lugares.

No debe de limpiar los filtros de la campana en el fregadero si no está conectado a una trampa de grasa. Utilice un servicio comercial en su lugar. Algunos propietarios de restaurantes incluso han llevado los filtros a un lavado de auto servicio para limpiarlos.

No debe de usar agua caliente para lavar la grasa en el fregadero. La grasa se derrite en agua caliente y se endurece una vez que llega al agua fría en las cañerías.



No debe tirar grasas o aceites en cualquier desagüe.

Reciclé desechos de grasa



No deje que esto ocurra



Visita www.calfog.org



Ciudad de South Gate
Departamento de Trabajos Públicos
Para más información por favor
llame al (323) 357-9657
www.cityofsouthgate.org

Desarrollado por John L. Hunter & Associates 2011

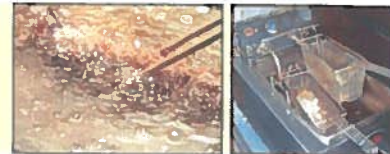


CAÑERÍAS LIBRES DE GRASA

UNA GUÍA DE RESTAURANTES
PARA EVITAR OBSTRUCCIONES EN LAS CAÑERÍAS

¡HOY EN DÍA LA CAUSA PRINCIPAL POR LO CUAL LOS SISTEMAS DE CAÑERÍAS SE TAPAN ES POR LA GRASA DE LOS RESTAURANTES!

Cuando las cañerías están casi bloqueadas, ocasionan los desechos líquidos no tratados que se derramen en los hogares, restaurantes, calles o alcantarillas de agua pluvial. Cuando esto sucede, puede resultar en daños costosos a la propiedad, costos de limpieza, y la contaminación del medio ambiente.



Obstrucciones en las cañerías y derrames no solo pueden causar daños interiores en la propiedad si no también amenazan al medio ambiente.

La mayoría de la grasa es un subproducto de la preparación de alimentos tales como:

- Aceite para cocinar
- Los productos lácteos
- Mantequilla y margarina
- Sobras de comida
- Grasas de carnes
- Pastelería
- Salsas
- Manteca

Con demasiada frecuencia los aceites y grasas se introducen al sistema de plomería a través de fregaderos y desagües de piso en las áreas de preparación de alimentos. La grasa se pega al interior de las tuberías, y con el tiempo la grasa se puede acumular y bloquear el tubo entero.

La mayoría de obstrucciones en las cañerías ocurren cuando las grasas se acumulan en las líneas que están enterradas bajo la calle.

El flujo normal del sistema de drenaje es suficiente para que una cantidad pequeña de grasas evite que se pegue.

Cuando demasiada grasa se desecha en las cañerías, la grasa comienza a acumularse en los lados del drenaje causando bloqueos.

¿CUÁLES SON LOS EFECTOS DE BLOQUEAR LAS CAÑERÍAS?

En su negocio:

- Posible contacto con organismos que causan enfermedades.
- Cuando sus líneas de plomería se tapan, residuos y partículas de comida se acumulan y atraen insectos y otros bichos que pueden crear potenciales riesgos a su salud.
- Cuando las líneas se tapan el costo de limpieza y reparación puede ser muy alto.
- Las violaciones al Código de Salud puede resultar hasta en la clausura de su negocio.
- Puede ser multado por autoridades reguladoras.

A el medio ambiente:

- Las cañerías tapadas resultan en derrames.
- Estos derrames pueden dirigirse hacia las calles de la ciudad, y fluyen hacia las alcantarillas de agua pluvial que son descargadas a nuestros ríos y playas.
- Riesgos de salud de los bañistas y la vida marina puede causar el cierre de playas.

A la ciudad

- El aumento de cañerías tapadas y derrames pueden ocasionar altos y excesivos costos de mantenimiento.
- Podría aumentar los impuestos de sistema de cañería.

MULTAS SANCIONES

Si su restaurante ocasiona un bloqueo, le puede ocasionar que:

- 1 **Sea** cerrado hasta que se repare el bloqueo.
- 2 **Sea** responsable por el costo de la limpieza.
- 3 **Sea** sujeto por el costo de cualquier daño a la propiedad.
- 4 **Sea** responsable de las multas de las agencias estatales o locales. Los derrames pueden ser costosos - tanto en los esfuerzos de remediación y de posibles multas. ¡El costo aumenta muy rápidamente!

Managing **FATS, OIL** and **GREASE** "It's Easier than YOU Think!"

THE **WRONG WAY** La Forma Incorrecta



1
Do not pour cooking residue directly into the drain.

No vierta residuos de cocinar directamente en el desague.



2
Do not dispose of food waste into the garbage disposal.

No ponga desperdicios de comida en el triturador de comida.



3
Do not pour waste oil directly into the drain.

No ponga desperdicio de aceite directamente en el desague.



4
Do not wash floor mats where water will run off directly into the storm drain.

No lave tapetes de piso en un lugar donde el agua corra hacia el desague.

THE **RIGHT WAY** La Forma Correcta



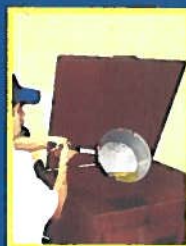
1
Wipe pots, pans, and work areas prior to washing.

Limpie con una toallita las ollas, cazuelas, y areas de trabajo antes de lavarlos.



2
Dispose of food waste directly into the trash.

Deseche los desperdicios de comida en el bote de basura.



3
Collect waste oil and store for recycling.

Junte el desperdicio de aceite y guardelo para que sea reciclado.



4
Clean mats inside over a utility sink.

Limpie los tapetes de piso dentro de un lavabo o fregador.



California Restaurant Association and the Sanitation Districts of Los Angeles County
For more information (para más información) call us at (562) 699-7411 or visit www.lars.org



RECEIVED

City of South Gate Item No. 11

CITY COUNCIL

JUL 9 - 2020

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:20pm

AGENDA BILL

For the Regular Meeting of: **July 14, 2020**

Originating Department: **Public Works**

Department Director:

[Signature]
Arturo Cervantes

City Manager:

[Signature]
Michael Flad

SUBJECT: AGREEMENT WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CHAKEMCO STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 593-ST

PURPOSE: To award a contract to Engineering Resources of Southern California, Inc., (ERSC, Inc.) to provide construction management and inspection services for the Chakemco Street Improvement Project ("Project").

RECOMMENDED ACTIONS:

- a. Approve Agreement with Engineering Resources of Southern California, Inc., to provide construction management and inspection services for the Chakemco Street Improvement Project, City Project No. 593-ST, in an amount not-to-exceed \$55,372; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

9/1/20

FISCAL IMPACT: There is no fiscal impact to the General Fund. The Project is budgeted in the Capital Improvement Program in the amount of \$1,650,000 and it is funded with \$1,175,000 in Los Angeles Unified School District funds, \$75,000 in Gas Tax funds and \$400,000 in Water Funds in Account No. 311-790-31-9572 (Capital Projects Fund- Chakemco Improvements- Atlantic-Legacy), as summarized below:

	Chakemco Street Improvements		
	LAUSD	Gas Tax	Water Funds
	311-790-31-9572		
Project Design Phase	\$173,040		
Construction Contract	\$447,000		
Construction Contingency (10%)	\$44,700		
Const. Management, Inspection, Labor Compliance and Testing	\$55,372		
Const. Management Contingency (10%)	\$5,537		
Staff Oversight of Project (5%)	\$22,350		
SCE Fees and Other Costs	\$5,000		
Total Chakemco St. Improv. Project:	\$752,999		
Other Costs via Separate Project			
TMDL Catch Basin Upgrade	\$93,000		
Chakemco Water Main Replacement			\$400,000
Programmed Balance	\$429,001	\$75,000	
Subtotal:	\$1,175,000	\$75,000	\$400,000
Total Budget:	\$1,650,000		

ALIGNMENT WITH COUNCIL GOALS: This Project meets the City Council’s goal for "Continuing Infrastructure Improvements."

ANALYSIS: The proposed agreement is necessary to provide construction management and inspection services to oversee construction of the Project. ERSC, Inc., is recommended for the contract. The negotiated contract amount is \$55,372. The fee is reasonable and within the acceptable industry standard for construction management services for a project of this type and size.

BACKGROUND: The Project is a part of the Capital Improvement Program. It entails reconstruction of Chakemco Street, from Atlantic Avenue to Legacy Lane. The proposed improvements include the reconstruction of deteriorated street pavement, construction of sidewalk on the north side of the street, curb, gutters and drive approaches. The Project also includes construction of ADA-compliant wheelchair ramps, pedestrian lighting, landscaping, irrigation and striping. The construction contract for the project was awarded to Hardy and Harper, Inc., at the City Council Meeting of May 12, 2020. Construction management and inspection services are necessary to construct the Project.

On April 30, 2020, a Request for Proposals (RFP) for construction management and inspection services was released to ten qualified consulting firms. On May 11, 2020, eight proposals were received, as summarized below:

No.	Consultant	City	Fee
1	Wallace and Associates	Corona, CA	\$117,097
2	Interwest	Huntington Beach, CA	\$153,264
3	Transtech	Chino, CA	\$126,415 (c)
4	ERSC	Redlands, CA	\$64,385 (a)
5	Quantum	Torrance, CA	\$120,910 (b)
6	Onward	Anaheim, CA	\$161,980
7	NV5	Irvine, CA	\$158,464
8	Ardurra	El Segundo, CA	\$128,110

(a) Negotiated fee is \$55,372.00

(b) Price for geotechnical/testing services not provided.

(c) The lesser of two fee proposals provided shown.

As part of the evaluation, a technical panel comprised of the City Traffic Engineer, Senior Engineer and Consultant City Engineer, evaluated the proposals and selected the top three. The top three consultants, Wallace and Associates, Interwest and ERSC, Inc., were interviewed by the panel via Zoom to abide to COVID 19 guidelines. The selection process weighed a number of factors including project manager and team qualifications, experience in similar projects, understanding of the scope of work and fees. Based on the evaluation criteria, ERSC, Inc., received the highest ranking from the panel. The fee proposed by the firm is reasonable. ERSC, Inc., provides the following:

- **Qualified Project Manager** – With more than 20 years of public and private sector experience, the Project Manager has worked on many street improvement, water and sewer projects for various agencies. The Project Manager is a licensed Professional Civil Engineer.
- **Successful Track Record** – ERSC, Inc., has been in business for over 24 years. ERSC, Inc., is a regionally recognized engineering company with more than 37 technical and administrative personnel. The company has three offices located throughout California, with the nearest office in Redlands, California.
- **Experience on Projects** – ERSC, Inc., has experience in the City of South Gate. They have served as the Construction Manager for the Citywide Sidewalk Improvement Project - Phases III and IV, South Gate Park Infrastructure Improvements (Area 5 Picnic Area), ADA Sidewalks

Improvements at Hollydale Park, Safe Route to Schools Cycle 8 and 9 Projects. ERSC also has experience on roadway projects such as that on the Garden Grove Harbor Boulevard Widening and Reconstruction Project and City of Highland Olive Street Improvement Project.

- **Negotiated Competitive Fees** – ERSC, Inc., submitted an original fee proposal of \$64,385 for construction management of the Project. The fees were negotiated to \$55,372, since the project will not require such extensive geotechnical services and testing. The proposed fee is reasonable and is within the acceptable industry standard.

Construction management services consist of construction administration, construction inspection, labor compliance, geotechnical and materials testing services, utility coordination and compliance with local and state requirements.

Construction is planned to start in August 2020 and scheduled for completion in 90 working days, approximately four months thereafter.

ATTACHMENTS: A. Proposed Agreement
B. Project Location Map
C. Consultant Selection Ranking

EM:lc

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR THE CHAKEMCO
STREET IMPROVEMENT PROJECT BETWEEN
THE CITY OF SOUTH GATE AND ENGINEERING RESOURCES OF
SOUTHERN CALIFORNIA, INC.**

This Agreement for Professional Services for Construction Management and Inspection Services for the Chakemco Street Improvement Project ("Agreement") is made and entered into on July 14, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Engineering Resources of Southern California, Inc., California Corporate Number C1975343 ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain Consultant to perform Construction Management and Inspection Services, as provided herein, for the Chakemco Street Improvement Project, City Project No. 593-ST;

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform Professional Services described in the Proposal attached hereto as Exhibit "A."

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PARTIES TO THE AGREEMENT.

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: Engineering Resources of Southern California, Inc. 1861 W. Redlands Boulevard, Redlands, California 92373

2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the City shall be:

Arturo Cervantes, P.E.
Assistant City Manager / Director of Public Works
Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

- B. The principal representative of the Consultant shall be:

John M. Brudin, P.E.
President
1861 W. Redlands Boulevard
Redlands, CA 92373

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.

- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. SCOPE OF WORK.

The City hereby engages Consultant, and the Consultant accepts such engagement, to perform the Professional Services ("Work") identified on Exhibit "A" hereto. The locations at which such Work is to be performed ("City Facilities") are also identified on Exhibit "A" hereto. The Work shall include all the terms and conditions of Consultant's proposal dated May 11, 2020 ("Proposal"), which shall be attached as part of Exhibit "A" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

4. DATA PROVIDED TO CONSULTANT.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in Exhibit "A".

5. INDEPENDENT CONSULTANT.

This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.

- A. Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers

or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees, are in any manner employees of City, it being directly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

6. INDEMNIFICATION OF CALPERS DETERMINATION.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under the Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

7. CONSULTANT'S PERSONNEL.

- A. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- C. Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- D. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

8. COMPENSATION.

- A. The total amount of this Agreement shall not exceed the sum of **Fifty Five Thousand Three hundred Seventy-Two Dollars (\$55,372)**. City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any

other expenses incurred unless first approved by the City Manager. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "A" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within forty-five (45) days from date of receipt by Director of Public Works.

- B. Consultant shall be required to attend meetings as necessary in the delivery of the projects. Travel time between the Consultant's office and the meeting location shall not be billable; however, mileage will be. Consultant may request an exemption on a case by case basis, which shall be subject to City approval.

9. INDEMNITY AND INSURANCE.

- A. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

- B. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

- (a) Workers' Compensation and Employer's Liability

- Workers' Compensation-coverage as required by law.

- Employer's Liability-limits of at least \$1,000,000 per occurrence.

- (b) Comprehensive General Liability

- Combined Single Limit-\$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to termination, cancellation or

reduction of coverage in the policy.

- (2) Policies providing for bodily injury and property damage coverage shall contain the following:
 - (a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
 - (b) "Severability of Interest" clause.
 - (c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 9.A.
- (3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.
- (4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.
- (5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

10. TERMINATION FOR CONVENIENCE.

The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

11. TERMINATION FOR CAUSE.

- A. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:
- (1) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
 - (2) If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 11, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- C. If this Agreement is terminated as provided above in paragraph A, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- D. If, after notice of termination of the Agreement under the provisions of this Section 10, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 9.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

- A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

13. CONSULTANT'S WARRANTIES AND REPRESENTATIONS.

Consultant warrants and represents to the City as follows:

- A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.
- B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.
- C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.
- D. Upon execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

14. SUBCONTRACTING, DELEGATION AND ASSIGNMENT.

- A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Public Works; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:
- (1) The amount involved, together with Consultant's analysis of such cost or price.
 - (2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.
- B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegee and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

15. OWNERSHIP OF DOCUMENTS.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

16. ENTIRE AGREEMENT AND AMENDMENTS.

- A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.
- B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

C. Consultant acknowledges and agrees that it has consulted with an attorney, or has knowingly foregone the opportunity to do so and executes this Agreement knowingly and voluntarily.

17. RESOLUTION OF DISPUTES.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator; however, in the event of a lack of agreement between the parties, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration fee.

18. SEVERABILITY.

If any provision of this agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

19. EXHIBIT.

The following exhibit to which reference is made in this Agreement is deemed incorporated herein in their entirety:

Exhibit "A" Proposal dated May 11, 2020.

20. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles.

21. EFFECTIVE DATE.

The effective date of this Agreement is July 14, 2020, and shall remain in effect through and including completion of project, unless terminated otherwise in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

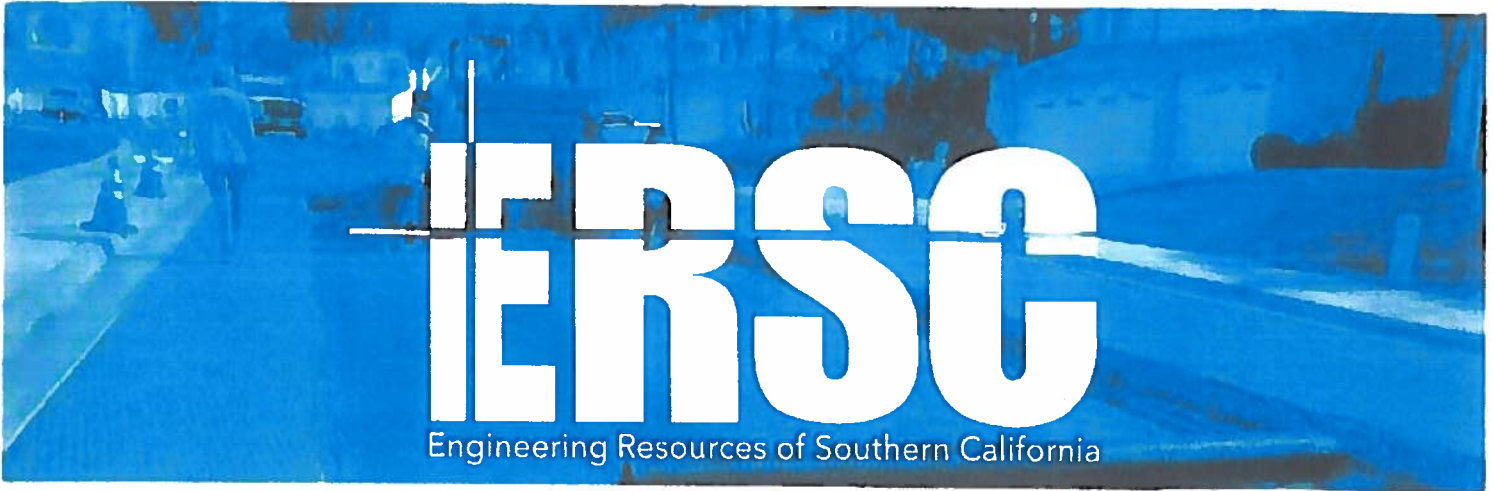
By: _____
Raul F. Salinas, City Attorney

DRAFT

**ENGINEERING RESOURCES OF
SOUTHERN CALIFORNIA:**

By: _____
Matt Brudin, President

Dated: _____



Proposal for Construction Management and Inspection Services for the “Chakemco Street Improvement Project, City Project No. 593-ST”

Submitted: May 11, 2020



Exhibit “A”

May 11, 2020

City Clerk's Office
City of South Gate
8650 California Avenue
South Gate, CA 90280
Attn: Arturo Cervantes, PE, Assistant City Manager/Director of Public Works

Office Responsible for Project
1861 W. Redlands Blvd.
Redlands, CA 92373
(909) 890-1255, info@erscinc.com

Evaluation Period Contact:
Joanna Rembis, PE
Principal Engineer
(909) 890-1255 x130
jrembis@erscinc.com

RE: Proposal for Construction Management and Inspection Services for the "Chakemco Street Improvement Project, City Project No. 593-ST"

Dear Mr. Cervantes,

Engineering Resources of Southern California (ERSC) is pleased to submit our proposal to the City of South Gate (City) as a qualified, experienced consultant to provide Construction Management and Inspection services for the Chakemco Street Improvement Project, City Project No. 593-ST (Project). Based on our review of the RFP and available supporting documents, we have developed a thorough understanding of the Project. Our proposal intends to provide solutions that exceed the City's expectations for the Project.

This project consists of improving Chakemco Street by adding sidewalks, curbs, gutters, ADA ramps, drive approaches, landscaping, irrigation, new street pavement, striping, lighting, and miscellaneous additions to improve the overall pedestrian mobility and safety. This project is funded by LAUSD to promote student safety and encourage students to walk and bike to school and enhance traffic circulation. With the City's efforts in advancing the project, the subject project will enhance local infrastructure necessary to serve current and future demands.

ERSC was founded in 1996 to provide Engineering, Design, and CM/Inspection services to the public sector. The firm brings a proven record in Construction Engineering Services, not only to local municipalities, but also agencies and special districts throughout Southern California. Key staff assigned to this project have served clients with similar needs. By selecting ERSC, the City will benefit from our team's wealth of knowledge and experience, and we are confident in our abilities to go above and beyond to provide excellent customer service to the City.

Ms. Joanna Rembis, PE, will serve as the Project/Construction Manager. Ms. Rembis has over 20 years of Civil Engineering and Construction Management experience in projects of similar size and scope and her familiarity and expertise will contribute to the successful completion of this project within the parameters of the RFP.

ERSC's project manager and inspector will act as an extension of the City staff. Our project manager will provide the City with quick and efficient reviews of submittals, procedures, RFI's, change orders and approval on invoices. As a result of efficient construction management, progress meetings are kept to a minimum, which saves the City's personnel time to work on other pressing matters. ERSC's inspector will perform observations and inspection during the project to ensure the project is built per plans, specifications, contract documents, and in a timely fashion. With our extensive experience and broad resources, the ERSC team is the right choice.

This proposal shall be valid for 90 days as specified in the RFP from the closing date and time for receipt of proposals. I am authorized to negotiate and sign contractual agreements for ERSC. ERSC has read the City's indemnification and insurance requirements and shall meet these requirements upon selection. The information submitted is true and correct to the best of my knowledge.

We look forward to the opportunity to work with the City and thank you for the invitation to submit a proposal. If you have any questions, or require additional information, please contact Joanna Rembis at jrembis@erscinc.com or (909) 890-1255 x130. I am authorized to bind the firm in a potential agreement.

Respectfully submitted,

John M. Brudin, PE
President

Joanna Rembis, PE
Principal Engineer – Project Manager

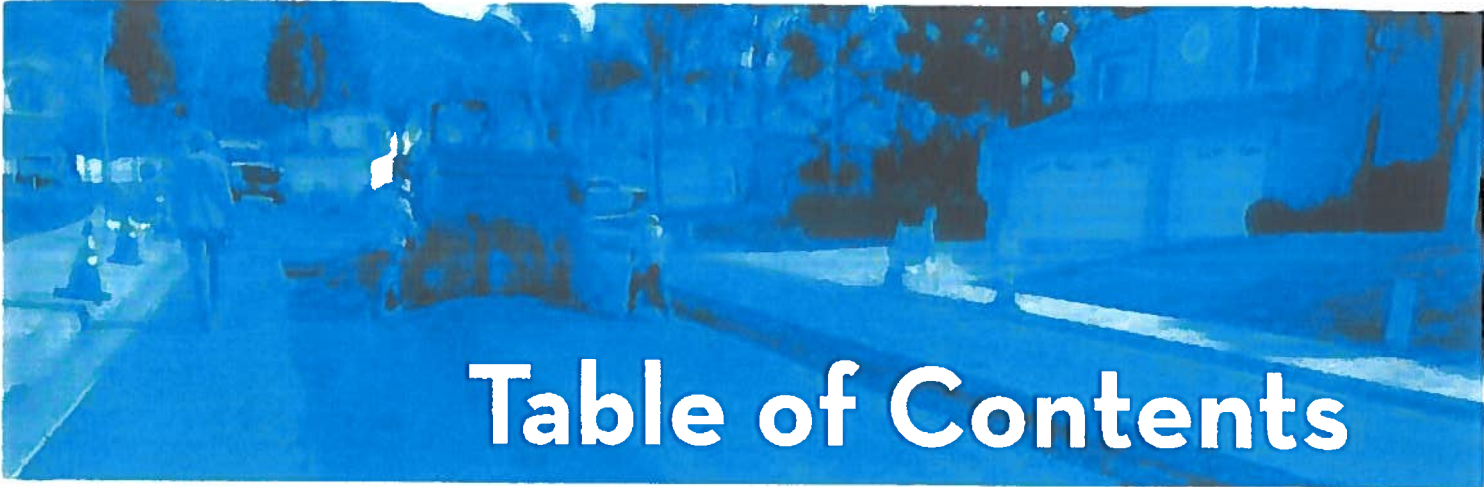
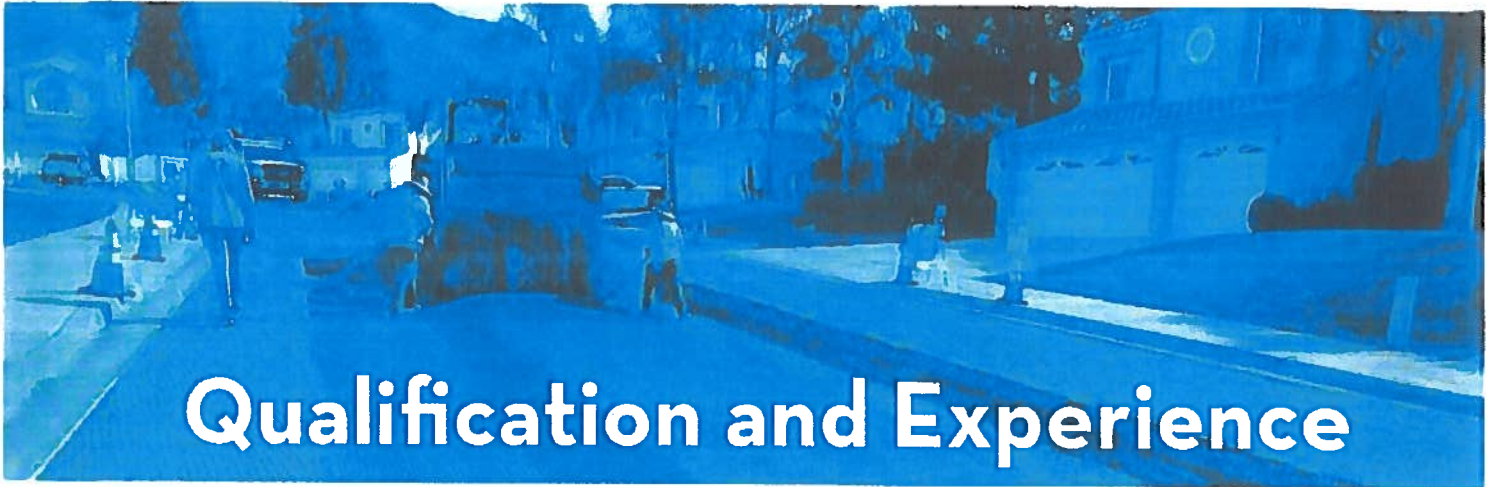


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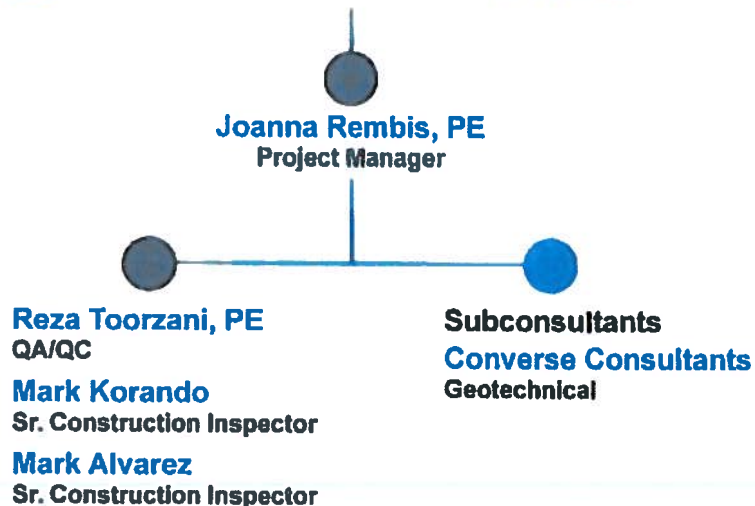
Qualification and Experience

Presented on the following pages are descriptions of public agency projects for which ERSC has provided services similar to those described in the RFP. We encourage you to contact the individuals provided here and with each project to verify our work quality, quality control, and our ability to complete each project on time and within budget. The services that we propose to provide for your project are comprehensive. We have chosen this list of representative projects to illustrate our capabilities as they relate to the RFP:

- The recent record of performance by our team
- Projects of similar magnitude and profile that presented similar challenges
- Projects that showcase our specialized engineering and construction phase services
- Projects that showcase ERSC expertise in pavement improvement, rehabilitation, and management.

As a part of this section, we have provided several projects that ERSC has completed for the City of South Gate that include Engineering Design and Construction Management for Pavement Replacement, Management, and Rehabilitation:

- South Gate Park Infrastructure Improvements (Area 5 Picnic Area), City Project No. 488-PRK
- Citywide Sidewalk Improvement, Phase III City Project No. 527-ST
- ADA Sidewalk Improvements at Hollydale Park, City Project No. 535-PRK
- Citywide Sidewalk Improvements, Phase IV City Project No. 542-ST
- State Street Park and Cycle 8 & 9 Safe Routes to School Projects



Joanna Rembis, PE | Principal Engineer

Education

California State Polytechnic University,
Pomona

Registrations / Certifications

Registered Civil Engineer C75535

Affiliations

American Water Works Association
Past Chair of the Tanks, Reservoirs,
Structures, Maintenance Committee
Inland County Water Association
Southern California Water Utility
Association
American Society of Civil Engineers

Areas of Expertise

Municipal Engineering Services
Construction Management
Structural and Welding Inspection

the notice to proceed, reviewed project scope and timeline; Prepared change orders and answered RFI's; Reviewed and approved project submittals; Met and communicated with contractors to update project status and schedule, Provided field inspection for soil compaction, grading, surveying, rebar and concrete placement, welding, sandblasting, and coating, piping installation, electrical, Hypalon liners, roofing systems, and cathodic protection systems.

Similar Project Experience:

Plan Check and Inspection Services, City of Banning, Banning, CA- Project Manager for the Inspection contract between ERSC and the City of Banning. Inspectors inspect public works improvement projects before, during and/or after construction to insure conformance with Federal, State and City statutes, regulations, guidelines, applicable standards, specifications, plans, laws and accepted standard construction practices. Inspectors are also responsible for site photos and reports submitted to the City daily, among other duties in the field.

On-Call Construction Inspection and Plan Check Services, City of Highland, Highland, CA - Project Manager for the on-call professional services agreement with the City of Highland. ERSC provides contract inspection services for the construction of public works and privately funded improvements, including street improvements, paving, sidewalk, curb, gutter, grading, and earthwork. Work also included site review for compliance with City standards and traffic control requirements. ERSC also provides plan checking services for all grading, street improvement plans, parcel and tract maps, as well as hydrology review.

CIP Construction Inspection Services, Eastern Municipal Water District - Project Manager for the annual agreement with the Eastern Municipal Water District, under which ERSC provides construction services for various Capital Improvement Projects. These services include coordination of CIP projects awarded to contractors for compliance with plans and specifications; review of monthly pay estimates for compliance with specifications and provide monthly payment recommendations; monitor contractor's progress to ensure project schedules are met; assist and advise District staff with post-construction activities; review, assess and manage claims submitted by contractors.

Development Construction Inspection Services, Eastern Municipal Water District - Project Manager for annual agreement with the District, ERSC provides construction inspection services-sewer improvements. Typical services include field observation, coordination of surveying and geotechnical consultants, monitoring force account labor, quantity measurement and verification, enforcement of District specifications to assure quality construction, bacteria testing, and monitoring OSHA required procedures and general site safety.



Reza Toorzani, PE | Engineer V

Education

BS, Civil Engineering, Southern University and A&M College, Baton Rouge, LA

MS, Civil Engineering, New Jersey Institute of Technology, Newark, NJ

Registrations / Certifications

CA, Civil Engineer No. C74906

DE, Civil Engineer No. C13235

Affiliations

American Concrete Institute

Areas of Expertise

Construction Management

Structural Engineering

Structural Analysis

Material Analysis

northwest corner of South Gate Park, near the intersection of Southern Avenue and Hildreth Avenue, at the roller court facility. Work will include construction/installation of concrete flatwork, decomposed granite paving, seat wall, tree planters, landscaping, picnic structures, and park furniture.

State Street Park, and Cycle 8 & 9 Safe-Route-to-School Projects, City of South Gate - Construction Manager during a \$3.5 Million project for construction of a new park and several Street and Intersection Safety improvements projects in the City of South Gate. The project involves working with School District, LADWP, Fire Department and the adjacent community. The work involves street resurfacing, and construction of curb & gutter, sidewalk, ADA Ramps, installation of signs and markings, installation of Traffic Loops, grading, drainage, water quality systems, landscaping, hardscaping, building facilities, playground facilities, picnic shelters, utilities, lighting, and basketball court/sport facilities.

Palm Springs Master Drainage Plan Lines 6A and 8 and Laterals 20C and 20CA, Palm Springs, California – Project Engineer and Construction Manager during the design and construction of the three major flood control projects across the City. Mr. Toorzani provided review and modification of master plan hydrology, utility coordination, alignment selection and analysis, hydraulic modeling and the development of plans, specifications and estimates, and construction management.

Horseshoe Development, Soboba Band of Luiseno Indians, San Jacinto, CA - Construction Manager attending construction/coordination meetings each week, maintained all meeting minutes, R.F.I. logs and change order logs. Review of all shop drawings/submittals for conformance with plans and specs. Maintained the submittal log and provided weekly updates. Provided daily oversight of construction activities by the contractors and subcontractors and maintained daily inspection reports. Provided value engineering as needed to maintain the project construction on track and within budget. Work also included coordinating commissioning of the Fire Station, tests of all mechanical/electrical systems performance for conformance with plans/specs. Inspectors also performed a punch list and back check review of the substantially completed building.

Soboba Sports Park and Parking Lot, San Jacinto, CA - Construction manager and Project Engineer for the design, survey, and construction management services in preparation of grading and drainage improvement plans for a new sports park on the reservation. The project included construction of a proposed building, restrooms, removal and replacement of an existing playground, 8 row bleacher and parking lot expansion. The new parking lot included new paved spaces to accommodate additional traffic expected from the park's expansion.

Mr. Toorzani joined the ERSC team in 2003, with more than 26 years of rich and extensive experience. He has gained particular skill in design, and a distinguished reputation for the overall supervision of large and complicated projects, insuring that the contracted works meets the required specifications. He has managed several site supervision teams and played a major role in completing projects according to program and within budget. In addition, Mr. Toorzani has practiced as an analyst, designer and site superintendent in the implementation of major civil infrastructure projects mainly in the United States and Iran.

Similar Project Experience:

South Gate Park Infrastructure Improvements (Area S Picnic Area), City Project No. 488-PRK - Construction Manager during the course of the project. The project will include conversion of an existing Roller Hockey rink into a group picnic area. The park improvements are located near the

Mark Korando | Sr. Construction Inspector

Education

FEMA IACET, National Incident Management System, 2013

Fitel Lucent Technologies Fusion Splicing OTDR Testing, 1999

Orange Coast College General Geology Studies 100+ Semester Units, 1988-1993

Registrations / Certifications

California Storm Water Quality QSP/QSD Certification 2010-2012

CAT Powerlift Operator Safety, 2000

Coastline Community College Computer Science Certification CADD, 1987-1988

Areas of Expertise

Municipal Inspection

Water Infrastructure

Caltrans

Mark has 27 years of experience in engineering, construction, and project management of lump sum and cost reimbursable projects for the telecommunications, government, and transportation industries. His experience includes office and field assignments: Highway toll lane construction, engineering and construction of Public utility and government infrastructure, commercial and residential construction projects located throughout the western United States.

Mark's Experience covers a range of project construction management responsibilities including: project planning, management of technical interfaces, project budget and cost estimating and control, proposal development, interface with field, vendors, contractors, and clients. He also has been responsible for establishing the project execution to ensure compliance with the contract, as well as safety, quality, and profitability.

Mark has been responsible for multiple simultaneous projects based in multiple Cities in the Ventura, Los Angeles, Orange, San Bernardino, Riverside, San Diego, San Francisco, Dallas/Fort Worth and Denver metropolitan area Counties.

Similar Project Experience:

Bloomington Area Waterline Replacement Phase 3A, West Valley Water District, Rialto, CA – Construction Inspector for the Bloomington Phase 3A of the Bloomington Area Waterline Replacement initiative. During this phase, the District's selected contractor installed approximately 5,600 lineal feet of fully welded CML&C water line, relocated 141 water services from backyard alleyways to front of properties, and installed 14 new fire hydrants.

City of Santa Monica - Major projects

- Santa Monica Urban Runoff Recycling Facility
- Water Main Replacement Project on Franklin Street, Montana Avenue and 26th Street
- Joint Coastal Sewer Interceptor Project
- Santa Monica Public Safety Facility
- Post Northridge Earthquake Sewer restoration Project
- All Development Driven Sewer, Storm Water, Domestic Water, Fire Water, and Utility Service Installations
- City of Irvine - Major projects
- SAWPA'S Integrated Irvine Desalter Project
- Over 2000 Acres of City Public Right of Way New development including Sewer, Domestic Water, Storm Water, Sanitary Sewer, Recycled Water, Utility Mains and Service Laterals. Construction of all related street structures.

City of Downey - Major projects

- Annual Street Maintenance Water/Sewer Restoration Projects
- Downey Gateway Water Main Extension Project
- Fifth Street Water Main Replacement Project
- Firestone Rehabilitation Project
- Downey Promenade Development Lakewood/Bellflower Blvd.
- All Development Driven Sewer, Storm Water, Domestic Water, Fire Water, Recycled Water, and Utility Service Installations



Mark Alvarez | Sr. Construction Inspector

Registrations / Certifications

OSHA 30

TWIC Exp. 01/29/2022

Advanced First Aid and CPR

Traffic Signal Inspector IMSA

City Inspection/Public Works Certificate,

University of California Riverside

Areas of Expertise

Foreman

Superintendent

Quality Control Inspection

Heavy Equipment Operator

(Loaders, Scrapers, Excavators,

Rollers, Water Trucks)

Mr. Alvarez joined the ERSC team in 2019 and has since been the prime construction inspector for the City of Burbank and Banning. Mr. Alvarez has been in the construction field for 33 years, bringing insight from hundreds of public works projects as a foreman, superintendent and inspector.

General — Other inspection assignments have included construction management, supervision and inspection of various street and underground improvements within public right-of-ways, underground facilities, mass grading operations, water, sewer and storm drain facilities, pile foundations and bridge work, lighting and electrical equipment as well as landscaping and irrigation work when needed.

Similar Project Experience:

Plan Check and Inspection Services, City of Banning, Banning, CA - Senior Construction Inspector as part of the inspection contract between ERSC and the City of Banning. Inspectors inspect public works improvement projects before, during and/or after construction to insure conformance with Federal, State and City statutes, regulations, guidelines, applicable standards, specifications, plans, laws and accepted standard construction practices. Inspectors are also responsible for site photos and reports submitted to the City daily, among other duties in the field.

On-Call Construction Inspection, City of Highland - Highland, CA - Senior Construction Inspector as part of an on-call professional services agreement with the City of Highland. ERSC provides contract inspection services for the construction of public works and privately funded improvements, including street improvements, paving, sidewalk, curb, gutter, grading, and earthwork. Work also included site review for compliance with City standards and traffic control requirements.

City of Burbank BS 1428 – SR-134 Corridor Arterial Signal Improvements - Provided inspection/observation for the modification of seven traffic signal systems and appurtenances as well as coordination with Burbank Water and Power for overhead wiring considerations. Signing and striping, sidewalk construction and related ITS equipment installation are a part of the project. As our Lead Inspector he provided coordination between the Contractor, the City, other agencies, consultants, utility companies, the public, adjacent property owners and other stakeholders.

Hardy & Harper, Inc. - Public Works Foreman / Superintendent accountable for all Trades and Subcontractors on city contracted street rehabilitation projects. Including Asphalt Paving and quantities, Traffic Control, Concrete quantities, Demolition, Trucking and Dump sites, Quality Control Inspection throughout Company.

Match Corporation - Public Works Foreman responsible for street rehabilitation projects. Grading, Paving, Traffic Control, Material Quantities and the supervision of all operators, equipment, laborers and tools throughout city projects.

Veolia Transportation Maintenance & Infrastructure Inc. - Metrolink project Perris Valley Line. Foreman responsible for all finish elevations of new main line. Also operated all railroad heavy equipment.

C.C. Myers, Inc. - Foreman / Superintendent, 57 Freeway Project. Responsible for managing all Grading and Paving operations on work site. Worked with Project Managers and Caltrans Inspectors on schedules and material quantities as needed.

Panorama General Engineering - Foreman / Superintendent responsible for grading, paving and public works projects. Worked as a heavy equipment operator. Managed and scheduled subcontractors and material on job sites.

Converse Consultants | Geotechnical

Converse was founded in 1946 by Professor Frederick J. Converse in Pasadena, California to provide the construction industry with geotechnical engineering and geological services. Converse is an employee-owned corporation, with 10 offices and 110 employees throughout the United States – California (Monrovia, Redlands, Costa Mesa, Palm Desert, and Palmdale), Nevada (Las Vegas, Reno, and Elko), Pennsylvania, and New Jersey.

Converse provides professional services in the fields of geotechnical engineering, engineering geology, groundwater sciences, environmental sciences, and soils and materials testing and inspection. Our mission is to work together with our clients to provide them with responsive and quality services, resulting in the development of long-term relationships. Our laboratories are certified by the Division of the State Architect (DSA), California Department of Transportation (Caltrans), American Association of State Highway and Transportation Officials (AASHTO), and the Cement and Concrete Reference Laboratory (CCRL). A registered civil engineer supervises each lab to ensure all of our equipment is calibrated regularly, and quality control is available 24/7. Whatever the challenge, Converse can meet all your geotechnical and materials testing needs.

Converse Consultants | Firm Experience

Street Improvements and Traffic Signal on Sierra Avenue and Slover Avenue, Fontana, CA. The project consisted of streets, sidewalks, and curb and gutter improvements along Sierra Avenue and Slover Avenue in the City of Fontana, California.

Fontana Intersection Improvements, Fontana, CA. Design and construction of the project, which consisted of streets, sidewalks, and curb and gutter improvements at Fontana Avenue, Catawba Avenue, and Randall Avenue Intersection in Fontana, California.

Orange Street Bridge, Redlands, CA. The crossing of the Santa Ana River at Orange Street was washed out in 1993 and again in 1995. The original structure was replaced with a dip crossing with concrete box culverts at the Orange Street crossing. The bridge parameters are 100 meters long, 20 meters wide, 3 spans, 4 lanes, and approximately 124 meters of approach lane length.

Alabama Street Bridge, Redlands, CA. The crossing of the Santa Ana River at Alabama Street was washed out in 1993 and again in 1995. This original structure was replaced with a dip crossing with a series of large corrugated metal pipes to carry flow at the Alabama Street crossing. The bridge parameters are: 120 meters long, 20 meters wide, 3 spans, 4 lanes and approximately 390 meters of approach lane length.

Diaz Road Realignment Phase I, Temecula, CA. Consisted of pavement rehabilitation on Diaz Road from approximately 975 feet south of Rancho Way to approximately 1,425 feet north (about 2,400 linear feet). The principal components of the project included unclassified excavation, asphalt concrete pavement, aggregate base, and sidewalk.

Converse Consultants | Key Staff

Hashmi Quazi, PhD, PE, GE - Dr. Quazi has over 29 years of experience providing geotechnical engineering services and has earned a reputation for providing quality work in an honest and ethical manner, on time and within budget. In his capacity as Principal in Charge or Project Manager, Dr. Quazi provides quality control, budget oversight, and technical assistance on various types of projects, including pipelines, wastewater treatment plants, reservoirs, and other related studies.

Scot Mathis, PG, CEG - Mr. Mathis is a professional geologist with over 25 years of consulting experience in Southern California for land development, residential and commercial construction, and infrastructure projects. His engineering geology experience includes geotechnical investigations, fault studies, rock slope stability, landslide investigation, rock rippability assessment, liquefaction mitigation, and geotechnical monitoring of grading, including many hillside and hard rock sites. His environmental geology experience includes Phase I and Phase II Environmental Site Assessments, groundwater monitoring, UST removal, vapor intrusion assessment, and site remediation.

Qualification and Experience

CONSTRUCTION MANAGEMENT & INSPECTION SERVICES - STATE STREET PARK AND CYCLE 8 & 9 SAFE ROUTES TO SCHOOL PROJECTS, CITY OF SOUTH GATE, SOUTH GATE, CA

ERSC provided construction management and inspection services for a \$3.5 million project for construction of a new park and several street and intersection safety improvement projects in the City of South Gate. The project involved working with the School District, LADWP, Fire Department, and the adjacent community. The work involved street resurfacing and construction of curb and gutter, sidewalk, ADA ramps, installation of signs and markings, installation of traffic loops, grading, drainage, water quality systems, landscaping, hardscaping, building facilities, playground facilities, picnic shelters, utilities, lighting, and basketball court/sport facilities.



Kenneth Tang, PE
(323) 563-9500

Reza Toorani, PE

ERSC Project Team:
Parviz Shekhavandi

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES - FOUR CITY PROJECTS, CITY OF SOUTH GATE, SOUTH GATE, CA

ERSC provided construction management and inspection services for four separate improvement projects consisting of public works sidewalk infrastructure improvements, ADA improvements and park infrastructure installation including landscaping and infrastructure improvements.



Clint Herrera, PE
(323) 563-9500

Reza Toorani, PE

ERSC Project Team:
Parviz Shekhavandi

South Gate Park Infrastructure Improvements (Area 5 Picnic Area), City Project No. 488-PRK - The project included conversion of an existing Roller Hockey rink into a group picnic area. The park improvements were located near the northwest corner of South Gate Park, near the intersection of Southern Avenue and Hildreth Avenue, at the roller court facility. Work included construction/installation of concrete flatwork, decomposed granite paving, seat wall, tree planters, landscaping, picnic structures, and park furniture. Work also included drinking fountain and water service improvements, lighting, and all removals necessary in the conversion of a Roller Rink to a picnic area.

Citywide Sidewalk Improvement, Phase III City Project No. S27-ST - The project removed and replaced sidewalk, curb, gutter, driveway approaches, and ADA ramps. The work took place primarily in the Western Portion of the City. Approximately 23,000 square feet of sidewalk, 500 feet of curb and gutter, and 1,300 feet of curb were removed and replaced. The project was a HUD Activity and therefore included strict adherence to federal reporting. The project also required special attention to communication with affected residents and the public due to the removal of driveway approaches, ADA ramps, and sidewalk.

ADA Sidewalk Improvements at Hollydale Park, City Project No. 535-PRK - The project included earthwork and grading, construction of a decomposed granite walking trail, concrete sidewalk, and concrete ADA ramps. The work was completed in Hollydale Park near Century Blvd. This project was a HUD Activity and therefore included strict adherence to federal reporting.

Citywide Sidewalk Improvements, Phase IV City Project No. 542-ST - The project removed and reconstructed sidewalk, curb, gutter, driveway approaches, and ADA ramps.

ON-CALL CONSTRUCTION INSPECTION - CITY OF HIGHLAND - HIGHLAND, CA: 2002-PRESENT

9th Street Sidewalk and Street Improvements, City of Highland, Highland, CA

With the continuing beautification efforts of the City of Highland, ERSC was retained to complete the



Qualification and Experience

sidewalk and street improvements along 9th Street. The project encompassed widening, including sidewalk and handicap ramp improvements, on the south side of 9th Street between Elmwood Road to Sterling Avenue, a distance of approximately 2,300 linear feet. The project, included match-up paving with placement of a curb desired at 32 feet in a 44-foot half right-of-way. The project also included right-of-way acquisition from nine parcels. Construction improvements also included clearing and grubbing of existing AC and PCC pavement, curb ramps, cross gutter and spandrels, fencing, driveways, and signal modification.



Dennis Barton, Project Mgr
(909) 864-8732 ext 251
dbarton@cityofhighland.org

John Egan, PE
Steven Latino, PE TE
Jazz Goodie

ERSC Project Team:
Harve Detwiler,
Sr. Inspector

During the course of the project, ERSC was also awarded to conduct construction management services for the project, which included contract administration and field inspection. Contract administration involved award services, scheduling, coordination of pre-construction meeting, preparation of weekly statement of days, pay estimates and contract change orders, requests for information, attendance at meetings, site visits by the Construction Services Manager, review of Contractor's payroll submittals, and post construction services including final pay estimate and preparation of record drawings.

Field inspection included inspection of all removals, construction of concrete curb and gutter, sidewalk, driveway approaches and driveways, street subgrade, base and paving, and signal modification. Daily inspection reports were provided to the City.

SOBOBA SPORTS PARK AND PARKING LOT – SOBOBA BAND OF LUISEÑO – SAN JACINTO, CA: 2018-2019

As a long-standing client, Soboba Band of Luiseño Indians retained ERSC to provide design, survey, and construction management services in preparation of grading and drainage improvement plans for a new sports park on the reservation. The project included construction of a proposed gym building, restrooms, removal and replacement of an existing playground, 8 row bleacher, landscaping improvements and parking lot expansion. The new parking lot included new paved spaces to accommodate additional traffic expected from the park's expansion.



Kenneth McLaughlin
Director of Public Works
(951) 654-5544 ext 4126
kmcLaughlin@soboba-nsn.gov

John M. Bruen, PE
Moe Ahmadi, PE

ERSC Project Team:
Reza Toorzani, PE
Robert Ollerton, PE,
PLS

The site of the new parking lot was lower in elevation than the existing parking lot requiring the proposed site to import additional fill. In an effort to utilize all resources available, it was determined that there would be 30,000 cubic feet of over excavated material from the Soboba Horseshoe Development and Fire Station, another ERSC project. The excess cut material from the nearby projects was exported to the new parking lot stock piling site. The excavation operation was in strict accordance with the geotechnical engineers' recommendations.

SOBOBA HORSESHOE DEVELOPMENT OWNER'S REPRESENTATIVE SERVICES – SOBOBA BAND OF LUISEÑO – SAN JACINTO, CA: 2018-2019

The Soboba Band of Luiseno Indians is in development of 20 acres on the Soboba Indian Reservation known as the "Horseshoe Property". ERSC provides owner's representative services that oversees the preconstruction, construction and delivery of the Horseshoe property which will include a Fire Station, Health Clinic and Government Office Building.

The Fire Station was designed as an approximately 15,000 sq. ft. facility and the Government Office Building is approximately 30,000 sq. ft. The Health Clinic is an approximately 30,000 sq. ft. facility



Qualification and Experience

designed and constructed by Indian Health Services.

ERSC attended construction/coordination meetings each week, maintained all meeting minutes, R.F.I. logs and change order logs. Staff performed review of all shop drawings/submittals for conformance with plans and specs, maintained the submittal log and provided weekly updates. ERSC staff also provided daily oversight of construction activities by the contractors and subcontractors and maintained daily inspection reports. As part of the work, ERSC provided value

engineering as needed to maintain the project construction on track and within budget. Work also included coordinating commissioning of the Fire Station, tests of all mechanical/electrical systems performance for conformance with plans/specs. Inspectors also performed a punch list and back check review of the substantially completed building.



Kenneth McLaughlin
Director of Public Works
(951) 654-5544 ext. 4126
kmclaughlin@soboba-nsn.gov

John M. Brudin, PE
Moe Annadi, PE

ERSC Project Team:
Reza Toorzeni, PE

PLAN CHECK AND CONSTRUCTION SERVICES – CITY OF GARDEN GROVE – GARDEN GROVE, CA: 2000-PRESENT

Under a municipal services contract with the City of Garden Grove, Engineering Resources of Southern California, Inc., provides construction management services for various street, intersection and storm drain improvement projects.



William Murray, P.E.
Public Works Director
(714) 741-5000
wem@garden-grove.org

These services include coordination of CIP projects awarded to contractors for compliance with plans and specifications; review of monthly progress pay estimates for compliance with specifications and provide monthly payment recommendations; monitor contractor's progress to ensure project schedules are met; assist and advise District staff with post-construction activities; review, assess and manage claims submitted by contractors.

Robert Righelli
Joanna Rembis, PE

ERSC Project Team:
Mark Korando
Phi Laos

Representative projects include:

- Harbor Boulevard Widening and Reconstruction Improvements
- Westminster and Brookhurst Intersection Improvements
- Garden Grove and Galway Intersection Improvements
- Harbor and Chapman Intersection Improvements
- Westminster and Harbor Intersection Improvements
- Lampson Avenue Storm Drain
- Ninth Street Storm Drain
- Galway Storm Drain Reconstruction
- Westminster and Erin Storm Drain

Additional services include the management of projects that require special reporting to state or federal agencies to assure compliance with loan or grant conditions.

ON-CALL CONSTRUCTION INSPECTION – CITY OF HIGHLAND - HIGHLAND, CA: 2002-PRESENT

ERSC, under an on-call professional services agreement with the City of Highland, provides contract inspection services for the construction of public works and privately funded improvements, including street improvements, paving, sidewalk, curb, gutter, grading, and earthwork. Work also included site review for compliance with City standards and traffic control requirements. Representative projects are provided below:

- Lankershim Avenue Street Improvements
- Sterling Avenue Improvements



Qualification and Experience

- **Highland Basin Drainage Improvements**
- **2012 Sidewalk and Handicap Ramp Repairs**
- **City Hall ADA Improvements**
- **Victoria Avenue Improvements at 5th Street**
- **2012 Community Development Block Grant Project**
- **Bledsoe Creek Outlet Reconstruction**
- **Olive Street Improvements**
- **City-Wide Redevelopment Agency Sidewalks**
- **Article III Sidewalk - Palm Avenue**
- **Traffic Signals - Various**
- **City-Wide Sidewalk Projects**



Carlos Zamano, P.E.
Assistant Public Works Director
909-864-8732
czamano@cityofhighland.org

Joanna Rembis, PE
Steven Alien

ERSC Project Team:
Mark Alvarez

- **Miscellaneous Sidewalk Repairs**
- **5th Street Bike Lane, Signing and Striping Improvements**
- **Greenspot Road "S" Curve Realignment**



Understanding and Approach

Understanding

The LAUSD funded project will revitalize the Chakemco Street from Atlantic Avenue to Legacy Lane to provide pedestrian safety and enhance traffic circulation. While the City's qualified staff regularly oversee the day to day operations of the City, it is often cost effective to contract with outside firms to supplement City resources for specific tasks requiring experience and specialized expertise. ERSC understands the City requires detailed, competent, and safe management and inspection of work performed during the project. This project requires special attention to communication with the affected businesses and public due to the installation of new sidewalks, drive approaches, and ADA ramps.

Having an experienced construction management and inspection support staff is an essential component to the successful completion of any project. In providing services to our clients, ERSC emphasizes the use of experienced staff who have significant experience in providing the specific services required for that type of project. Construction Management and Inspection is one of ERSC's core competencies. Since 1996, ERSC inspectors have provided construction support services to and on behalf of special districts, public agencies and municipalities.

Approach

Our goal is service and responsiveness, therefore ERSC's team will work closely with City staff to maximize the effectiveness and efficiency of our construction management inspection team, especially in relation to project issues that may drive possible field changes, decisions or adjustments that will affect control or the cost of the project, or long-term maintenance once the improvements are completed. ERSC's size allows us to be flexible to the needs of our clients. ERSC is ready and able to adapt to and apply the City's preferred methods of project, budget, and schedule management. Summarized below is ERSC's typical approach to managing the many facets of a successful project.

Essential Considerations

ERSC takes into consideration multiple objectives when delivering successful projects to our clients. The following will be emphasized:

- Fulfill all responsibilities of the City without causing additional burden to City staff.
- ERSC inspectors will act as an extension of City staff.
- Ensure that projects are constructed in accordance with contract documents, proper building standards, SSPWC Greenbook, Caltrans, and current City Standards.
- Maintain a Professional Approach and Attitude (at all times and with all parties): Minimizes potential conflict, promotes project success, enhances daily productivity.
- Immediate resolution of construction issues. Clarification of items of concern can reduce or eliminate change order request/demand from the Contractor.
- Project safety will be considered paramount and overriding with any project that ERSC is assigned. In almost 24 years of business, ERSC has yet to receive a workplace injury and we intend to hold contractors to the same

standards by adhering to:

- Contractor's own or the City's Injury and Illness Prevention Programs.
- Trench and Excavation Protection Measures (as necessary)
- Confined Space Requirements
- Applicable Osha Standards, Rules, Regulations, And Orders
- Site Safety Measures and Fire Protection Procedures
- Daily review of the project with the City to discuss any project concerns, progress, and potential issues to eliminate the possibility of surprises and change orders.
- Attendance of preconstruction and regular progress meetings with the contractor and the City to discuss progress, potential/anticipated issues, project schedule, and safety concerns.
- Detailed record-keeping of all materials, equipment, conditions, labor, and work to ensure accurate payments to the Contractor with minimal change orders.

Communication

ERSC's project manager and inspector will make every effort to maintain open and frequent communications with the City's project manager, Contractor, and other involved parties. City conventions and operating procedures, including implementation and enforcement of the City's Standards and related policies, shall be reviewed and implemented in concert with the City project manager and other key responsible staff. Email shall be the primary form of written communication between the City and ERSC during the term of our contract. Field memos and speed memos shall also be employed for expeditious project communications and record information.

Pre-Construction Meetings & Progress Meetings

ERSC Project Manager will coordinate and facilitate pre-construction meeting and progress meetings as needed to enable all parties to comprehend scope of project, implementation of the specification and City Requirements. ERSC Inspectors will conduct regularly scheduled meetings to discuss issues to be addressed to expedite project completion. ERSC shall prepare meeting agenda and maintain backup documentation of project meetings/workshops and prepare summary records of meetings for the City's review within three working days after each meeting. Upon receipt of the City's comments regarding the record, if any, ERSC shall incorporate comments to conform and enhance the meeting record to maintain an accurate account of all discussions and present to all parties.

Project Records/Documents

ERSC's inspector will maintain all required project records through closeout. All records shall be delivered to the City at the completion of construction. The City or any of its duly authorized representatives shall have access to any documents, books, papers, and records of the consultant (which are directly pertinent to the project).

All information is retained by ERSC on our network for redundant backups. Through the use of field computers, we are able to upload reports, photos, and documents directly to our project Sharepoint site. These electronic documents are accessible by clients, project managers, and office staff for review and documentation. Reports, photos, dates, timesheets, and correspondence are all compared and reviewed by the project manager to ensure quality, accuracy, and consistency is maintained through the project.

Representation

ERSC's Construction Manager and Inspector will represent the City and act as their agent with contractors, developers and other outside agencies and City contracted technical consultants.

Management Approach

Ms. Rembis will serve as Project Manager for the duration of the project. As project manager Ms. Rembis will be the extension of the City by being the liaison between the Contractor, City and Public to ensure the project is completed



In accordance with the PS&E, stays on track, addresses and resolves issues and minimizes impact to stakeholders. As a result of our efficient construction management, progress meetings are kept to a minimum, which saves the City's personnel time to work on other pressing matters.

ERSC inspectors all report to Principal Engineer and Project Manager, Joanna Rembis. Ms. Rembis is responsible for providing support, direction, assignment, and QA/QC to ERSC inspectors. She regularly maintains contact with inspectors to resolve scheduling conflicts, provide necessary equipment, and offer support during projects.

Ms. Rembis will also be the point of contact for ERSC if services outside of normal inspection duties are required.

Permit/Environmental Compliance

If required, review Storm Water Pollution Prevention Plan (SWPPP) as required by the contract documents and ensure its proper submittal and processing as outlined in the specifications as "NPDES Compliance." Review the Contractor's "Best Management Practices" plan prior to start of construction. Inspect the Contractor's application to avoid storm water pollution from related activities in compliance with the National Pollutant Discharge Elimination System (NPDES).

Public Relations

Assist the City in upholding a good relationship with the public. The team will promptly attempt to alleviate problems and inform the City's Project Manager as soon as possible.

Having good public relations with the general public is important to any type of project. Construction work is adjacent to private residences and businesses, and ERSC aims to reduce any disturbance caused by construction. On this project, proper communication between the team and stakeholders is critical to reduce disruptions to the area. We will need to understand busy and high-traffic times in order to allow for access during such periods. To assist with the public relations efforts of this contract, we will:

- Maintain a log of all phone calls received.
- Listen to community concerns and try to adhere to them
- Work with the Contractor for timely resolution of issues.
- Ensure changeable message signs are present to alert traffic of the period of potential delays during lane closures.
- Communicate with emergency services regarding any events that may raise emergency calls from the public.

Monthly Status Reports

Assess Contractor's schedule of values compared to payment application. Provide comments to the City regarding monthly progress payment applications submitted by the contractor. Reports containing project progress, CCOs, as well as cost and schedule matters will be prepared monthly.

Site Safety

Review and check the contractor's safety program for compliance with Cal/OSHA, contract documents, and traffic control/staging plan. ERSC's Inspector will enforce on-site safety standards and will report any observed deviations to the City.

ERSC ensures their inspectors are equipped with all the required personal protective equipment (PPE) and tools to perform their work accurately, efficiently, and safely. ERSC's policy is for their inspectors to always wear a white hard hat, safety vest, long pants, and boots whenever present on a project site. Our inspectors are equipped with a cell phone to provide quick and frequent communication and keep abreast of any issues. ERSC provides safety trainings and courses to our inspectors on a frequent basis so they stay apprised of the current safety requirements for working on or near roadways/highways, structures, confined spaces, and underground areas.

Reporting, Review, QA/QC

ERSC is familiar with the type of information necessary to perform complete inspections of construction projects.

Scope of Work

Weight tickets, equipment and labor, work items, hours, weather, and other work-related items are closely monitored and documented by ERSC. Reports are always accompanied by photos of work to support the content entered by the inspector. Following the completion of the inspection reports by ERSC's inspector, reports are submitted at the end of each week to the Project Manager for review. Reports are reviewed for complete information and necessary level of detail. If deemed incomplete, the Project Manager will request revisions until satisfactory for submittal. When approved for submittal, ERSC's inspector will upload to the City's system for records. ERSC's turnaround time for submitting reports to the City are typically within a week from the date of inspection. In addition to the daily work reports, ERSC's inspector will maintain a comprehensive photo and video log before, during and post construction and will deliver to the City upon completion of the project. Sound engineering will be used throughout the administration of the project and submittals/calculations will be checked for accuracy.



ERSC can adapt to the City's preferred method of reporting and QA/QC for construction inspection documents.

Prepare Daily Inspection Reports which will consist of:

- Contractors working hours on the jobsite.
- Contractor and sub-contractor personnel and equipment on the jobsite.
- Weather conditions and impact on the progress of the work
- Tasks or directions given to the contractor.
- Daily use of the contractor and subcontractor equipment.
- Observations relevant to the work progress, including deficiencies or violations of contract by the contractor.
- Delivery of materials to the project site, and inspection of subject materials.
- Observed or foreseen delays and reasons as to why, and what contractor will do as a response.
- Claims, additions, removals pertaining to contract items.
- Visitors who come to the job site with interest in the project.
- Names of all workers
- Total hours worked
- Identification of all equipment on the site
- Work activities
- Construction progress
- Quantities measurements
- Photographs

Project Closeout

ERSC's Inspector will have a copy of the plans on the site with all up-to-date changes. Upon completion of construction, ERSC will have an "As-Built" verification and provide a copy of the "As-Built" plans to the City and involved parties. ERSC's Inspectors are also familiar with providing other project closeout procedures such as final punch lists and walk-throughs.

Project Controls

ERSC projects are loaded into our accounting and time tracking program, Deltek Ajera, broken down by each task.

Each task is preloaded identically to the work plan and Fee Schedule with the time allotted per billing rate and the total project budget. Any employee working within the project is able to account for their hours billed to a project as well as remaining hours available for a task. Accountability and ease of access to this information aims to eliminate overruns.

Scope of Work

TASK No. 1: PROJECT COORDINATION & CONSTRUCTION MANAGEMENT

In addition, to all the services highlighted above, Ms. Rembis will provide all services noted in the RFP throughout the course of the project, including but not limited to, the following:

1. Management

- ERSC shall provide general contract administration for the construction of the project. Provide office engineering and consultation as required and coordinate with the City and other staff in management of the construction contract. Provide part-time Resident Engineer who will be on-call 24 hours a day, seven days a week during construction.
- At the beginning of the project, a work schedule shall be prepared to set forth the significant milestones and deliverables for tasks such as, but not limited to, inspection, shop drawing review, permits, field meetings, NTP, completion of construction, and record drawings to ensure compliance with the established project execution strategy and project goals. Consultant shall update the work schedule plan as necessary and forward to the City.
- Review contract plans and specifications for constructability and make recommendations for necessary or desirable changes.
- Coordinate project construction with City staff, Public Works Inspectors and selected construction contractor. Submit two-week look-ahead schedule for the construction, monitor schedules, and revise/update schedule as required due to changes.
- Prepare weekly statements of Working Days and other reports that may be required by the City.
- Coordinate the review all construction shop drawings, materials, and traffic control plans with the design engineer and determine consistency with the construction drawings, specifications, documents and regulations.
 - Provide submittal schedule and revise/update as required due to changes.
 - Advise the City and the Contractor or his superintendent immediately of the commencement of any Work requiring an approved Shop Drawing, if the submission has not been approved by the City.
- Review, analyze, and respond to all request(s) for information and clarifications, as needed. The modifications communicated will be fully documented with drawings and/or written description of the work required.
- Coordinate Design Changes: Submit recommendations on construction issues which include considerations of time and budget impacts, possible compensable delays and clarify construction changes and irregularities. Prepare supplementary sketches and details as necessary to resolve field construction problems encountered. Consider and evaluate the Contractor's suggestions for modifications in the Project Documents and report them to the City's Engineer.
- Public Relations: Assist the City in upholding a good relationship with the public. The team will promptly attempt to alleviate problems and inform the City's Project Manager as soon as possible. ERSC will coordinate distribution of imminent construction notices by the Contractor to all residents and businesses. ERSC's Project Manager will respond to concerns of the businesses along the construction site and those who travel through it and the community at large. This would also include individuals and groups with concerns related to ADA access issues. All issues, concerns, and complaints will be logged and maintained throughout the project. ERSC inspector will review the pedestrian and ADA paths of travel through the project periodically to monitor access and safety concerns and recommend alternatives and/or adjustments and ensure improvements comply with the American Disabilities Act.

2. Meetings

- Coordinate and facilitate Pre-Construction Conference to enable all parties to comprehend scope of project,

Scope of Work

implementation of the specification and City Requirements. ERSC will prepare the meeting agenda and record minutes of the meeting covering all aspects of contractor's questions and clarifications of project and present to all parties.

- Facilitate and attend progress meetings and informal meetings as necessary, to review job progress, scheduling, and answer any questions. Prepare agendas and minutes for the meetings which would include written response to questions and clarifications as needed. Minutes shall be submitted within three (3) working days after each meeting.

3. Schedule and Budget

- Review the contractor's schedule for conformance to the specifications, logic, tasks definition and duration, critical activities, submittal review, material procurement, and coordination with other contracts.
- Negotiate, prepare, and process change order(s) and/or extra work order(s) within 48 hours of receipt. The modifications communicated by change order will be fully documented with drawings and/or written description of the work required. Assist with determination and/or negotiations for compensation and prepare the change order(s). The change order(s) will be prepared in the standard City format as well as all applicable LAUSD funding requirements.
- Monitor the project funding and project budgets. Maintain a current monthly accounting of construction costs to complete the project, including approved change orders for City's review and approval.
- Receive and review all Contractor invoices, material quantities, change order payments, inspection reports, and estimates of percent completion and make recommendations for payment of Contractor, as appropriate. Submit progress payment request to City for processing.

4. Miscellaneous

- Coordinate review and approval of shop drawings with the design consultant as needed.
- Log, tack and process submittals, RFI's, RFC's, CCO, field directives, notices of potential claims, non-conformance reports, review and approved traffic control plans, data relative to questions of extras or deductions, decisions, observations in more detail as in the case of observing test procedures. Send updated copies to the City.
- Maintain a marked-up set of plans for as-built drawings to be filed with the City. Review up-to-date construction information recorded by Project Inspector during the course of construction to be used in preparation of the construction record drawings. The as-builts will be checked monthly for accuracy. Review and verify Contractor's redline as-builts and provide the City with an original hard and scanned copy.
- Coordinate and direct testing as needed for conformance with plans and specifications. Tests shall be conducted by the Vendor or Contractor. Consultant shall review and evaluate all tests and make recommendations to City prior to installation and acceptance of finished facility.
- Review weekly payrolls and perform workmen interviews to monitor the Contractor's compliance with prevailing wage requirements and provide labor compliance report.
- Review Contractor's safety program and verify Contractor compliance with all City and Cal/OSHA security and safety measures. Notify City of any non-compliance activities during course of construction.
- Review required construction survey including lines and grades, construction staking, cut sheets, etc.
- ERSC's project manager will maintain all required project records through closeout. All records shall be delivered to the City at the completion of construction. The City or any of its duly authorized representatives shall have access to any documents, books, papers, and records of the consultant. All information is retained by ERSC on our network for redundant backups. Through the use of field computers, we are able to upload reports, photos, and documents directly to our project Sharepoint site. These electronic documents are accessible by clients, project managers, and office staff for review and documentation. Reports, photos, dates, timesheets, and correspondence are all compared and reviewed by the project manager to ensure quality, accuracy, and consistency is maintained through the project.
- Report to the City whenever they believe that any Work is unsatisfactory, faulty or defective or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any inspections, tests or

approval required to be made; and advise the City Engineer when they believe the Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.

- ERSC shall process all project documentation per City and LAUSD requirements for standard format.
- Maintain orderly files for correspondence, reports of job, meetings, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, filed orders, additional Drawings issued subsequent to the execution of the Agreement, the City's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
- Project Manager shall conduct on-site observations of the Work in progress to assist the City in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the requirements of the Contract Documents and applicable regulations such as SSPWC Greenbook and Caltrans.

TASK No. 2: CONSTRUCTION INSPECTION

ERSC's selected Inspector will perform observation and inspection during key points of the project to ensure the project is built per plans, specifications, contract documents, and in a timely fashion. ERSC Inspector will always wear the appropriate personal protective equipment on the project site and will have all the proper equipment, tools, and supplies needed to carry out the required duties. ERSC shall perform comprehensive inspection and monitoring duties that may include, but not be limited to, the following tasks:

- Coordinate project construction with City staff, including the South Gate Police Department, LA County Fire Department, LAUSD, South Gate Water and Sewer Department, utility companies, Works Inspectors, selected construction contractor and other stakeholders.
- Participate in public outreach activities.
- Coordinate all aspects of the construction work including temporary parking restrictions, temporary traffic control, etc.
- Provide a full-time Inspector to monitor construction progress and attend meetings with the City and Contractor. Inspector shall be on-site whenever the Contractor is working and maintain daily inspection reports of Contractor's personnel and equipment working at the job site. Any items that are deemed unsatisfactory by ERSC's Inspector will be communicated to the construction manager. ERSC's inspector will also assist in obtaining additional information when required for proper work execution
- Prior to construction ERSC's inspection will become familiar with the project's documents. A thorough review will be completed prior to the pre-construction meeting to allow for meaningful discussion regarding potential challenges and conflicts. ERSC will provide a full-size and a 11x17 set of plans for the inspector's use. The inspector's tablet will be equipped with a digital set of plans and specifications to easily access in the field.
- ERSC's Inspector will document work completed by the contractor and collect material delivery information. Measurements can include area, volume, weight, length, individual quantities, and other units depending on the construction item. The measurements will be compared to the Contract Documents to ensure the contractor is constructing per the project's provisions.
- ERSC's inspector will maintain daily, detailed reports for work items. Inspection reports will include weather, traffic control measures, labor, equipment, materials, quantities, correspondence, and issues observed. The inspection reports will also integrate the daily project photos. Additionally, the reports will include any tickets from material delivery to ensure accurate cost accounting when payment is requested. ERSC will report in a format acceptable to the City. The inspector can use a City approved format or ERSC can provide the report format for the City's approval. The reports will be submitted on a weekly basis to the City.
- Inspector will attend Pre-Construction Meeting, progress meetings, and field meetings with City staff and Contractor to update project status and schedule.
- ERSC's inspector will be involved throughout the complete construction process. Part of this involvement means taking all measures possible to avoid change orders. In the event a change order is unavoidable,

ERSC expects to act as the City representative on any and all assignments.

This means the only action required from the City will be direction regarding project assignment. We take care of the rest.

ERSC's inspector will review the change order and all supporting documents. Recommendations regarding the change order will be made to the Construction Manager regarding proposed negotiations, work items, and change order pricing.

- Prepare and update an in-progress punch list at the completion of each phase of the project.
- Provide quality assurance in achieving conformance with the contract plans, specifications, City standards, Greenbook and Caltrans Standards. ERSC's inspector will continually review plans and specifications throughout construction of features in the project. ERSC expects the inspector to act as a liaison with the contractor to assist in understanding of the contract documents. The inspector will also transmit any clarifications of the contract documents to the contractor.
- Upon approval of the City, provide nights and weekend shifts and any overtime inspection when necessary to provide required monitoring and coverage of the project operation and documentation.
- Inspect safety practices of contractors in compliance with Cal/OSHA, motor vehicle code, NPDES program and other safety requirements;
- Monitor site safety on a continual basis during the project. Site safety, labor safety, and public safety are all considerations taken into account during inspection of construction projects. Safe access to nearby stakeholders will be maintained at all times possible. This task includes alerting the contractor directly to the hazards in acting upon instructions issued by the City or transmitted through the construction manager, City personnel, or directly.
- Inspect contractors' construction activities, materials, and equipment for compliance with construction contract documents and all local and regional governing bodies and utility providers;
- ERSC's inspector will regularly check the project schedule to ensure work is being completed in a timely fashion and advise the Contractor to take action on schedule issues. Major project milestones will be continuously monitored, and the schedule will be monitored and the schedule will be modified as necessary to account for weather delays or other unforeseen circumstances.
- Maintain regular communication with all the materials testing consultants and specialty inspection. ERSC inspectors will regularly coordinate any testing and specialty inspection necessary at different stages of the project. The inspector will also observe equipment testing for satisfactory operation. Test results will be monitored and any failures along with appropriate corrective measures will be documented in inspection report
- Maintain copies of all permits needed to construct the Project and enforce special requirements of each.
- Review weekly payrolls and perform workmen interviews to monitor the Contractor's compliance with prevailing wage requirements, if requested by the City
- Report project status to the project manager daily via email or text

TASK No. 3: LABOR COMPLIANCE

Confirm the prime contractor and sub-contractor's staff, preparing the certificate payrolls and related documents, attend the pre-construction meeting. Review the labor compliance administration and interview process with Contractor and sub-contractors.

- Interview contractor/sub-contractor(s) workers as required.
- Organize field interviews with the Contractor's work force regarding payment of prevailing wages and fringe benefits.
- Ensure proper posting of the appropriate State Wage Determinations and Labor Compliance posters on project site.
- Collect copies of the certified payrolls and fringe benefits statements from the Contractor on a weekly basis.
- Review the payroll records, interview forms, daily logs, and compare for accuracy. Prepare reports of any deficiencies.
- Request Contractor to turn in back up documents for the contractor, subcontractors, second tier, subcontractors, and unlisted subcontractors (contracts less than \$10,000) working on the project.

TASK No. 4 MATERIAL TESTING

- Log, track, and process the review and approval of AC and PCC mix designs. AC mix design shall be reviewed

and approved by Design Engineer.

- Provide as-needed testing services for certified laboratory, sampling, and field testing of soil compaction and other soil/concrete/AC pavement tests as required by Caltrans and the QAP. Provide guidance in test to be made at locations determined by the Engineer.
- Provide requested miscellaneous consultation during the Project, including discussion with the contractor to emphasize treatment of concrete. Provide all compaction tests per plan, specifications, and regulations per Caltrans and the QAP. Provide nuclear compaction testing on the day of paving.

TASK No. 5: UTILITY AND OUTSIDE AGENCY COORDINATION

- Prepare and send notification of the pre-construction meeting to all affected utility companies, including but not limited to, South Gate Police Department, LA County Fire Department, Waste Management, South Gate Gas Company, SCE, South Gate Water and Sewer Division, and any additional utilities.
- Review project scope of work with each utility company at the pre-construction meeting, review possible conflicts and work with each utility to ensure that specific needs of the Project are understood.
- Coordinate with utility companies to expedite the identification of any unknown utilities found during construction. Coordinate relocation work by utility companies.

TASK No. 6: PROJECT CLOSEOUT

- Upon completion of work, coordinate a final walkthrough with all affected stakeholders and a punch list of deficiencies will be generated and distributed to the Contractor, City and Stakeholders. As part of the punch list, ERSC's inspector will issue a schedule to complete the items included. ERSC will re-inspect the repair or re-work and provide recommendations for acceptance when full compliance is achieved.
- Throughout the project, ERSC's inspector will maintain a set of record drawings which reflect conditions encountered and constructed in the field. Upon substantial project completion, these drawings will be submitted to the City.
- Negotiate and finalize any remaining extra work claims, disputes and construction contract closeout issues that affect the filing of the "Notice of Completion" and release of retention.
- Prepare documentation and process final payment to the Contractor and file Notice of Completion.
- Upon project completion, review the project records and provide the finished set of all project documents, records, files, and reports to City in electronic pdf. Format.
- Complete all necessary documentation required by LAUSD and City.

Except upon written instruction from the City, the Consultant shall not:

- Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- Undertake any of the responsibilities of the Contractor, Subcontractors or Contractor's superintendent.
- Expedite Work for the Contractor
- Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- Advise or issue directions as to safety precautions and programs in connection with the Work.
- Authorize the Owner to occupy the Project in whole or in part.
- Participate in specialized field or laboratory tests.

**CITY OF SOUTH GATE
CHATELAIN STREET IMPROVEMENT PROJECT (NO. 593-51)
CONSTRUCTION PROJECT SCHEDULE**

Task Name	Duration	Start	Finish
1 ERSC NTP	1 day	Mon 6/8/20	Mon 6/8/20
2 Review Project PS&E	5 days	Tue 6/9/20	Mon 6/15/20
3 Coordinate PCC with City, Contractor & Affected Utilities	1 day	Tue 6/9/20	Tue 6/9/20
4 Prepare PCC Agenda	1 day	Wed 6/10/20	Wed 6/10/20
5 Pre-Construction Meeting	1 day	Thu 6/11/20	Thu 6/11/20
6 Issue NTP To Contractor	1 day	Fri 6/12/20	Fri 6/12/20
7 Review Contractor's Project Schedule	1 day	Fri 6/12/20	Fri 6/12/20
8 Prepare PCC Meeting Minutes & Submit to City for Review	3 days	Fri 6/12/20	Tue 6/15/20
9 Incorporate City's Comments and Distribute Meeting Minutes to All Parties	1 day	Wed 6/17/20	Wed 6/17/20
10 Implement Management Information System	1 day	Fri 6/12/20	Fri 6/12/20
11 Take Preliminary Photos and Video of Project Site	1 day	Tue 6/16/20	Tue 6/16/20
12 Review Permits	5 days	Mon 6/15/20	Fri 6/19/20
13 Review Submittals	5 days	Mon 6/15/20	Fri 6/19/20
14 Review Traffic Control Plans	5 days	Mon 6/15/20	Fri 6/19/20
15 Provide Field Inspection for Compliance with PS&E and Safety	5 days	Mon 6/22/20	Fri 6/26/20
16 Monitor Contractor's Schedule and Project	1 day	Mon 6/29/20	Mon 6/29/20
17 Provide Week 1 Field Inspection and Prepare Daily Reports with Photos to PM	1 day	Mon 6/29/20	Mon 6/29/20
18 PM Review Inspection Reports & Photos & Submits Week 1 Daily Reports to City	1 day	Tue 6/30/20	Tue 6/30/20
19 Contractor Submits CD, RFI, RFC	1 day	Tue 6/30/20	Tue 6/30/20
20 ERSC's PM Reviews, Logs, Negotiates, & Prepares Recommendation for CD, RFI, RFC	3 days	Wed 7/1/20	Tue 7/7/20
21 City Reviews ERSC's Recommendation for CD, RFI, RFC	10 days	Wed 7/8/20	Tue 7/21/20
22 ERSC Submits CD, RFI, RFC to Contractor	1 day	Wed 7/22/20	Wed 7/22/20
23 Review Contractor's Progress Payment	3 days	Thu 7/23/20	Mon 7/27/20
24 Interview Contractor's staff and Review certified payroll	5 days	Tue 7/28/20	Mon 8/3/20
25 Repeat Tasks 15 through 24 until Project Completion	70 days	Tue 8/4/20	Mon 11/9/20
26 Final Walkthrough & Prepare Punchlist	1 day	Tue 11/10/20	Tue 11/10/20
27 Inspect Punchlist Work	5 days	Wed 11/11/20	Tue 11/17/20
28 Verify Punchlist is Complete	1 day	Wed 11/18/20	Wed 11/18/20
29 Collect, Review, & Submit As-Built Drawings	10 days	Thu 11/19/20	Wed 12/2/20
30 Prepare & Submit Project Completion Report Containing all Project Documentations	5 days	Thu 12/3/20	Wed 12/9/20

ERSC
MAY 11, 2020



Appendix

DATE: May 4th, 2020
TO: Prospective Bidders
FROM: *EM* Emilio M. Murga, P.E., Consultant City Engineer
for
SUBJECT: ADDENDUM NO. 1

**RFP for construction administration/ inspection services for
Chakemco Street Improvement Project
Chakemco Street from Atlantic Avenue to Legacy Lane, City Project No. 593-ST**

This addendum consists of one (1) page.

I. In reference to the subject Project, the following statement is added to the to the Contract:

Electronic proposals will be accepted in lieu of hardcopy proposals.

Please direct all electronic proposals to:

Mr. Emilio M. Murga, P.E.
Project Manager
Email: emurga@sogate.org

Also provide copy to Jose Loera, Acting Assistant City Engineer: jloera@sogate.org

Please direct all hardcopy proposals to:

City Clerk's Office
Attn: Emilio M. Murga, Project Manager
City of South Gate
8650 California Avenue South
Gate, CA 90280

END OF ADDENDUM NO. 1

ADDENDUM ACKNOWLEDGEMENT

Proponent acknowledges the receipt of this Addendum No. 1 which shall be attached to the proposal.



John M. Brudin, President
Signature and Title


May 11, 2020
Date



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • (323) 357-9657
FAX (323) 363-9972

ARTURO CERVANTES, P.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

DATE: April 2, 2020
TO: Prospective Bidders
FROM: Emilio M. Murga, P.E., Consultant City Engineer 
SUBJECT: ADDENDUM NO. 2

**Chakemco Street Improvement Project,
Chakemco Street, from Atlantic Avenue to Legacy Lane, City Project No. 593-ST**

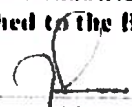
This addendum consists of one (1) page.

- I. In reference to the subject Project, the following modifications to the Contract Documents shall be included in the Bid:
- 1. The first paragraph of the Notice Inviting Bids shall be replaced with the following:

Sealed bids will be received at the office of the City Clerk, City of South Gate, California, 8650 California Avenue, CA 90280 until 11:00 a.m. on Thursday, April 23, 2020 and on the same day, shortly thereafter, they will be publicly opened and read for the "Chakemco Street Improvement Project No 593-ST" in accordance with the Specifications therefore. Bids must be made on the forms provided for this purpose, addressed to the City Clerk, City of South Gate, marked "Bid For," followed by the title of the project and the date and hour for submitting bids. Bids are required for the entire work as described in the Bid Schedule, the Plans and the Specifications.

END OF ADDENDUM NO. 2

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum No. 2 which shall be attached to the Bid.	
 John M. Brudin, President	May 11, 2020
Signature and Title	Date



City of South Gate

8630 CALIFORNIA AVENUE • SOUTH GATE, CA 90280-3078 • (323) 357-8637
WWW.CITYOFSOUTHGATE.ORG FAX (323) 563-8572

ARTURO CERVANTES, P.E.
ASSISTANT CITY MANAGER
DIRECTOR OF PUBLIC WORKS

DATE: April 14, 2020

TO: Prospective Bidders

FROM: Emilio M. Murga, P.E., Consultant City Engineer *EM*

SUBJECT: ADDENDUM NO. 3

**Chakemco Street Improvement Project,
Chakemco Street, from Atlantic Avenue to Legacy Lane, City Project No. 593-ST**

This addendum consists of two (2) pages.

1. Notice Inviting Bids, page 2, fourth paragraph, end of line four, should read "two million dollars (\$2,000,000).
2. Part I, Instruction to Bidders, page I-1, I. Form of Bid and Signature, replace line (E) with: (E) The Contractor shall guarantee that their bid shall remain valid for ninety (90) days following the bid opening date.
3. Part IV, Technical Provisions.
 - a. Replace Technical Provisions – Part A, pages 1 through 20, with new Part A, pages 1 through 12, attached.
 - b. Replace Technical Provisions – Part B, Section 800 – Materials, pages IV-7 through IV-20, with new Part B, Section 800 – Materials, pages 1 through 12, attached.
4. Appendix A, Standard Plans for Public Works Construction.
 - a. Add new Attachment A-Street Light Specifications, Sheet 1 of 1, attached.
 - b. Add new Attachment B-Geotechnical Design Report, 18 pages, attached.
5. Project Plans.
 - a. Replace Sheet T-01 with revised Sheet T-01, attached.
 - b. Replace Sheet ST-01 with revised Sheet T-01, attached.
 - c. Replace Sheet ST-02 with revised Sheet T-02, attached.
 - d. Replace Sheet LS-01 with revised Sheet LS-01, attached.
 - e. Replace Sheet IP-01 with revised Sheet IP-01, attached.
 - f. Add new Sheet LD-01, see attached.
 - g. Add new Sheet LD-02, see attached.
 - h. Add new Sheet I D-03, see attached.
 - i. Add new Sheet I D-04, see attached.

END OF ADDENDUM NO. 3
ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum No. 3 which shall be attached to the Bid.



Signature and Title

May 11, 2020

Date



City of South Gate

8880 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • (323) 357-9667
FAX (323) 863-9572

ARTURO CERVANTES, P.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

DATE: April 18, 2020
TO: All Plan Holders
FROM: Emilio M. Murga, Consultant City Engineer
SUBJECT: ADDENDUM NO. 4

Chakemco Street Improvement Project
Chakemco Street, from Atlantic Ave. to Legacy Lane, City Project No. 593-ST

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein.

This Addendum No. 4 consists of two (2) pages and two (2) attachments.

1. Notice Inviting Bids, page 2, second paragraph, third line to read "State of California. The Contractor shall possess a current Class "A" General Engineering Contractor's License, or "C-8" Concrete Contractor's License, or "C-12" Paving and Earthwork Contractor's License".
2. Part I, Instruction to Bidders, Section 4, Registration of Contractor's, page I-2, second line to read "Contractor shall be required to possess a current "Classification A, General Engineering Contractor's License, or "C-8" Concrete Contractor's License, or "C-12" Paving and Earthwork Contractor's License".
3. Proposal, replace "Base Bid", pages I-13 and I-14 with attached "Revised Base Bid", page I-13(a).
4. See attached Engineer's Estimate provided for information.

If you have any questions, please call Emilio M. Murga at (323) 357-9614 or email at emurga@sogate.org (emails preferred).

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum Number 4 which shall be attached to the Bid proposal.



John M. Brudin, President

May 11, 2020

Signature and Title

Date

CC: City Clerk Office



City of South Gate

8680 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • (323) 357-9657
FAX (323) 563-9572

ARTURO CERVANTES, P.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

DATE: April 20, 2020
TO: Prospective Bidders
FROM: Emilio M. Murga, Consultant City Engineer
SUBJECT: ADDENDUM NO. 5

**Chakemco Street Improvement Project,
Chakemco Street, from Atlantic Avenue to Legacy Lane, City Project No. 593-ST**

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 5 consists of four pages.


CONTRACT DOCUMENTS

SPECIFICATIONS:

The following clarification, additions & deletions are made to the above referenced Specifications:

- ATTACHMENT 1 - SUPPLEMENT TO INSTRUCTIONS TO BIDDERS is added to the Part I, Bidding and Contractual Documents, Instructions to Bidders.**

If you have any questions, please contact Emilio M. Murga at (323) 563-9614 or email at emurga@sogate.org (emails preferred).

ADDENDUM ACKNOWLEDGEMENT	
Bidder acknowledges the receipt of this Addendum Number 4 which shall be attached to the Bid proposal.	
 John M. Brudin, President	May 11, 2020
Signature and Title	Date

Addendum No. 5

**ATTACHMENT 1
SUPPLEMENT TO INSTRUCTIONS TO BIDDERS**

PART 1 - SPECIAL INSTRUCTIONS FOR BID SUBMISSION

A. Bid Submission by Bidder

The Bid, together with all required forms completed, shall be submitted in a sealed envelope by the date and time specified in the Notice Inviting Bids. The sealed envelope shall be enclosed in a separate envelope addressed to the City Clerk's Office and marked "Bid For," followed by the title of the project and the date and time due. The name and address of the Bidder shall be included on the envelope.

The Bids shall be submitted by one of the two methods described below:

1. **Prior to the Bid Opening Date: Delivery through the United States Postal Service or by a commercial delivery service with tracking**

The Bid must be delivered to: South Gate City Hall, Attention: City Clerk's Office 8650 California Avenue, South Gate, CA 90280. Upon receipt, City staff will timestamp the Bid and deposit it in a Bid Drop Box. The City will assume no responsibility for ensuring that the Bid is received at the City Clerk's Office prior to the date and time specified in the Notice Inviting Bids.

Bidders shall not hand deliver Bids to the City prior to the Bid opening date.

2. **On the Date of the Bid Opening: Bid Drop Box at the City Hall Main Entrance**

Bidders shall submit their bids by placing them in a Bid Drop Box. The Bid Drop Box will be located at the main entrance to the City Hall, on the West side of the building, located at 8650 California Avenue, South Gate, CA 90280, starting at 8:30 AM on the date of the Bid Opening. Follow posted signs for the location of the Bid Drop Box. City staff will timestamp all Bids received. The Bidder shall leave the premise upon placing their Bid in the Bid Drop Box, so as to meet COVID-19 requirements for social distancing.

All Bids received prior to the date and time specified in the Notice Inviting Bids will be placed in the Bid Drop Box. It is the sole responsibility of the Bidder to see that the Bid is delivered and received on time. Any bid received after the date and time that bids are due, will be returned to the Bidder unopened.

**ATTACHMENT 1
SUPPLEMENT TO INSTRUCTIONS TO BIDDERS**

PART 2 - BID OPENING PROCEDURE AND PRELIMINARY BID RESULTS

A. Transfer of Bid Drop Box to City Council Conference Room by City Staff after Bid Closing Time

Immediately after the date and time that the bids are due as specified in the Notice Inviting Bids, City staff will transfer the Bid Drop Box to the City Council Conference Room, where the bid opening will be recorded via a live webcast.

B. Public Bid Opening

All Bids submitted will be publicly opened at the City Council Conference Room and read aloud on the date, time and place specified in the Notice Inviting Bids.

1. The City Clerk will read the name of the Bidder and the Bid Amount of each Bid aloud; show the Bid Amount to the general public via the webcast; and log the Bid in the bidder's log for further confirmation that all bids were received. Any Bidder whose Bid was not opened during this process, shall immediately notify the City Clerk via the webcast or telephone when requested by the City Clerk, provided that the Bid was appropriately submitted in accordance with the requirements described above.
2. City Clerk will announce the name of the apparent low bidder and the Total Bid Amount at the conclusion.

C. Webcast Bid Opening

As a compliance measure with the State's and Los Angeles County's requirements for COVID-19, bidders are not allowed physical access to the City Hall, where the bid opening will take place. Instead, all Bidders may participate and view the Bid Opening via a webcast or listen via telephone on the date and time advertised in the Notice Inviting Bids. Bidders, and interested parties, may call starting at 10:50 a.m. Bidders may use a PC, Mac, iPad, iPhone or Android device to participate in the Bid Opening, or any device capable of operating the Zoom program.

The instructions to view and listen to the Bid Opening through the webcast are the following:

1. Click this URL to start or join Zoom: <https://zoom.us/j/94133465586>

**ATTACHMENT 1
SUPPLEMENT TO INSTRUCTIONS TO BIDDERS**

The instructions to listen to the audio portion of the webcast are the following:

1. iPhone one tap
+16699006833,,94133465586#
2. Telephone: (669) 900 - 6833 Webinar ID: 941 3346 5586

As a precautionary measure, a conference call will also be set up to listen to the Bid Opening live. This measure is implemented in case you are unable to access Zoom through the instructions above.

1. Dial: (323) 886-0950
2. To exit the teleconference, simply hang up your phone.

City will mute the teleconference and phone lines to prevent disruptions and distractions. It is preferred that participants wear headphones with microphone when on Zoom for clarity. Prior to the conclusion of the session, both Zoom and telephone lines will be unmuted to open for any questions from the participants. The City Clerk may repeat any questions asked and response separately on the two lines for clarity.

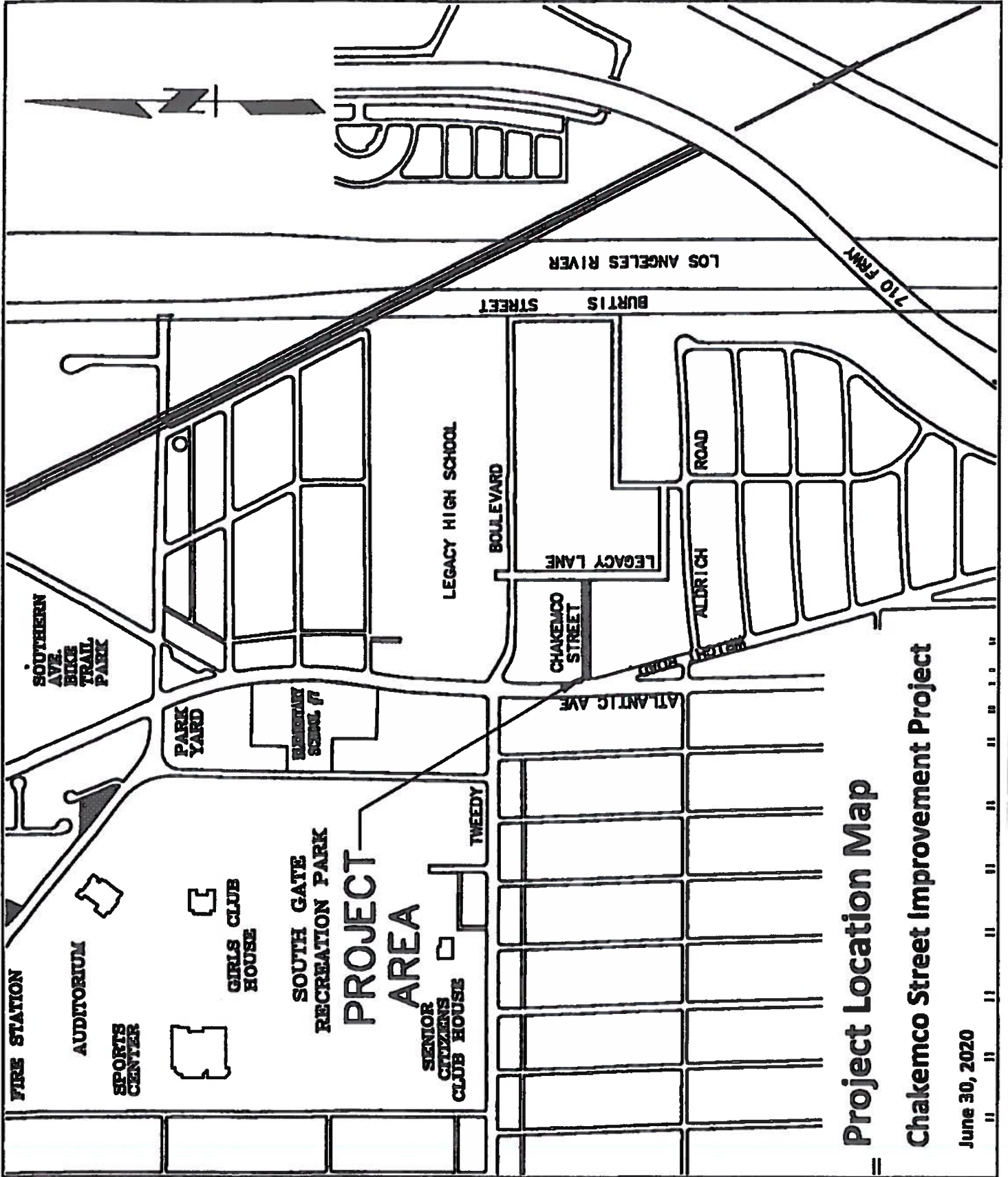
PRELIMINARY BID RESULTS will be posted on the City website within 24 hours after the bid opening. <http://www.cityofsouthgate.org/bids.aspx> and search under project name.

FOR QUESTIONS ON BID RESULTS Emilio M. Murga at (323) 357-9614 or email at emurqa@sogate.org



**CITY OF SOUTH GATE
CHANGAGO STREET IMPROVEMENT PROJECT**

TASK	DESCRIPTION	Principal Engineer/ Joanna Rembitz, PE	QA/QC Engineer V Reta Toozani	Sr. Construction Inspection	Admin Support	Material Field Inspection & Testing Concrete & Consultants	Pick Up & Delivery Concrete Consultants	Site Analysis CTM 202	Sand Equivalent (SF) CTM 217	Maximum Density Optimum Moisture ASTM D1557	Office Support (Admin)	Project Manager	Principal Professional	TRSC SUBTOTAL
1	Pre-Construction Services	6												1,170.00
2	Construction Management	10												6,710.00
3	Construction Observation/Inspection	4	20	20										2,000.00
4	Asphalt Paving	4		16									2	2,000.00
5	Asphalt Paving Construction	4		16									2	2,000.00
6	Asphalt Paving Construction	4		16									2	2,000.00
7	Asphalt Paving Construction	4		16									2	2,000.00
8	Asphalt Paving Construction	4		16									2	2,000.00
9	Asphalt Paving Construction	4		16									2	2,000.00
10	Asphalt Paving Construction	4		16									2	2,000.00
11	Asphalt Paving Construction	4		16									2	2,000.00
12	Asphalt Paving Construction	4		16									2	2,000.00
13	Asphalt Paving Construction	4		16									2	2,000.00
14	Asphalt Paving Construction	4		16									2	2,000.00
15	Asphalt Paving Construction	4		16									2	2,000.00
16	Asphalt Paving Construction	4		16									2	2,000.00
17	Asphalt Paving Construction	4		16									2	2,000.00
18	Asphalt Paving Construction	4		16									2	2,000.00
19	Asphalt Paving Construction	4		16									2	2,000.00
20	Asphalt Paving Construction	4		16									2	2,000.00
21	Asphalt Paving Construction	4		16									2	2,000.00
22	Asphalt Paving Construction	4		16									2	2,000.00
23	Asphalt Paving Construction	4		16									2	2,000.00
24	Asphalt Paving Construction	4		16									2	2,000.00
25	Asphalt Paving Construction	4		16									2	2,000.00
26	Asphalt Paving Construction	4		16									2	2,000.00
27	Asphalt Paving Construction	4		16									2	2,000.00
28	Asphalt Paving Construction	4		16									2	2,000.00
29	Asphalt Paving Construction	4		16									2	2,000.00
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81	Asphalt Paving Construction	4		16									2	2,000.00
82	Asphalt Paving Construction	4		16									2	2,000.00
83	Asphalt Paving Construction	4		16									2	2,000.00
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86	Asphalt Paving Construction	4		16									2	2,000.00
87	Asphalt Paving Construction	4		16									2	2,000.00
88	Asphalt Paving Construction	4		16									2	2,000.00
89	Asphalt Paving Construction	4		16									2	2,000.00
90	Asphalt Paving Construction	4		16									2	2,000.00
91	Asphalt Paving Construction	4		16									2	2,000.00
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97	Asphalt Paving Construction	4		16									2	2,000.00
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103	Asphalt Paving Construction	4		16									2	2,000.00
104	Asphalt Paving Construction	4		16									2	2,000.00
105	Asphalt Paving Construction	4		16									2	2,000.00
106	Asphalt Paving Construction	4		16									2	2,000.00
107	Asphalt Paving Construction	4		16									2	2,000.00
108	Asphalt Paving Construction	4		16									2	2,000.00
109	Asphalt Paving Construction	4		16									2	2,000.00
110	Asphalt Paving Construction	4		16									2	2,000.00
111	Asphalt Paving Construction	4		16									2	2,000.00
112	Asphalt Paving Construction	4		16									2	2,000.00
113	Asphalt Paving Construction	4		16									2	2



Project Location Map
Chakemco Street Improvement Project

June 30, 2020

Chakemco Street Improvement Project
City Project No. 593-ST
Consultant Selection Ranking

Firm Name	Rank
ERSC, Inc.	1
Interwest	2
Wallace and Associates	3

Attachment C

JUL 9 - 2020

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:25am

AGENDA BILL

For the Regular Meeting of: July 14, 2020

Originating Department: Public Works

Department Director: _____


Arturo Cervantes

City Manager: _____


Michael Flad

SUBJECT: AGREEMENT WITH SOUTHSTAR ENGINEERING & CONSULTING, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE STREET IMPROVEMENTS ON GARFIELD AVENUE FROM SOUTH CITY LIMIT TO JEFFERSON AVENUE AND IMPERIAL HIGHWAY FROM WEST CITY LIMIT TO EAST CITY LIMIT, CITY PROJECT NO. 413-ST, FEDERAL PROJECT NO. STPL-5257(030), AND FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL HIGHWAY CENTER MEDIAN, CITY PROJECT NO. 496-ST, FEDERAL PROJECT NO. HSIPL-5257(032)

PURPOSE: To award a contract to Southstar Engineering & Consulting, Inc., (Southstar), to provide construction management and inspection services for the Garfield Avenue and Imperial Highway Street Improvements, and Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median Project (Consolidated Project), pursuant to the procurement process identified in Section 1.54.350 of the South Gate Municipal Code.

RECOMMENDED ACTIONS:

- a. Approve Agreement with Southstar Engineering & Consulting, Inc., for construction management and inspection services for the construction of street improvements on Garfield Avenue from South City Limit to Jefferson Avenue and Imperial Highway from West City Limit to East City Limit, City Project No. 413-ST, Federal Project No. STPL-5257(030), the Firestone Boulevard and Otis Street Improvements, and the Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032), in an amount not-to-exceed \$428,136;
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

98/134

FISCAL IMPACT: There is no fiscal impact to the General Fund. The Consolidated Project is proposed to be funded for a total budget of \$9,977,147, in Account No. 311-790-31-9433 (Capital Projects Fund- Garfield Ave and Imperial Hwy Street Improvements, City Project No. 413-ST) and Account No. 311-790-91-9457 (Capital Projects Fund- Firestone Blvd and Otis St Widening and Imperial Hwy Median, City Project No. 496-ST) as summarized in Attachment "D."

ALIGNMENT WITH COUNCIL GOALS: The Consolidated Project meets the City Council's goal for "Continuing Infrastructure Improvements." The milestone identified in the 2019/20 Work Program is to begin construction of the Project.

ANALYSIS: The Department of Public Works, Engineering Division, is in need of a construction management services consultant to oversee construction and inspection of the Consolidated Project. Southstar is recommended for the contract. The proposed contract amount was negotiated from \$527,063 to \$428,136. Fee reductions were made to (a) "right-size" the fee to the needs of the Project, (b) transfer tasks and effort from the Principal-in-Charge to the Resident Engineer, (c) eliminate public outreach to

re-assign to City staff, (d) reduce hours for subconsultants, and (e) reduce the hours for support staff so as to re-assign day to day tasks to the Construction Inspector. The negotiated fee proposal of \$428,136 is reasonable and within the acceptable industry standards for construction management services.

BACKGROUND: The Consolidated Project is a part of the Capital Improvement Program. It aims to enhance safety, reduce congestion, and address deferred maintenance and beautification. The proposed improvements for all of the project segments will include pavement rehabilitation, reconstruction of deficient sidewalk, curb and gutter, drive approaches and ADA compliance. Additional improvements are proposed in each segment as listed below.

- Imperial Highway between the Los Angeles River and East City limit: Installation of a raised center medians with landscape and hardscape, and landscape up-lighting.
- Garfield Avenue between Jefferson Avenue and South City limit: Installation of landscaping, landscape up-lighting, and an infiltration well.
- Firestone Boulevard and Otis Street intersection: Installation of landscaping, construction of a drop-off/pick-up lane, and traffic signal modifications to add left-turn phasing for northbound traffic on Otis Street.

On May 1, 2020, a Request for Proposal (RFP) was released to over 20 qualified engineering consulting firms, as well as published in the *Los Angeles Wave* newspaper. On May 27, 2020, a total of seven proposals were received by the City Clerk's Office.

As part of the evaluation, a technical panel comprised of the City Traffic Engineer (South Gate), Senior Civil Engineer (South Gate), Special Project Manager (Lynwood), and Superintendent (Downey), evaluated the proposals and selected the top three. The top three consultants, Southstar Engineering, FCG Consultants, and Z&K Consultants, were interviewed by the panel via Zoom following COVID 19 guidelines. The selection process weighed a number of factors including construction manager and team qualifications, experience in similar projects, understanding of the scope of work and fee. Based on the evaluation criteria, Southstar received the highest ranking from the panel (see Attachment B).

Southstar offers the following:

- **Experienced Consulting Firm** – Southstar is a locally recognized consulting firm, established in 2006. Southstar offers expertise in construction management, inspection, resident engineering, constructability reviews and contract administration for transportation projects, include freeway, railroad, bridges, roadways, and wet utilities.
- **Qualified Staff** – Southstar assembled a qualified team with experience and knowledge for the Project. It employs more than 25 engineers and planners throughout the Riverside, San Bernardino, and Los Angeles Counties. Southstar ensures the capacity to perform the services required for the Consolidated Project and to do so cost-effectively. Southstar also confirms that the project team has the ability, local presence, and qualifying experience to meet the Project goals, on schedule and within budget as outlined in the released RFP.
- **Negotiated Competitive Fees** – Southstar submitted an original fee proposal of \$527,063 for construction management of the Project. The fees were negotiated to \$428,136 which fees are reasonable and within the acceptable industry standard.

Construction management services consist of construction administration, construction inspection, labor compliance, materials testing services, utility coordination and compliance with local and state requirements. Under the contract, the Department of Public Works will lead public outreach activities and Southstar will provide support.

Construction is planned to start in August 2020, and scheduled for completion in eight months thereafter.

- ATTACHMENTS:**
- A. Proposed Agreement
 - B. Consultant Ranking
 - C. Location Map
 - D. Fiscal Impact

KT:lc

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR THE CONSTRUCTION OF
STREET IMPROVEMENTS BETWEEN THE CITY OF SOUTH GATE AND
SOUTHSTAR ENGINEERING & CONSULTING, INC.**

This Agreement for Professional Services for Construction Management and Inspection Services for the construction of street improvements on Garfield Avenue from South City Limit to Jefferson Avenue and Imperial Highway from West City Limit to East City Limit, City Project No. 413-ST, Federal Project No. STPL-5257(030), the Firestone Boulevard and Otis Street Improvements, and the Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032) Project ("Agreement") is made and entered into on July 14, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Southstar Engineering & Consulting, Inc., a California limited liability corporation, California Corporate Number C2926615 ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain professional services for the construction of street improvements on Garfield Avenue from South City Limit to Jefferson Avenue and Imperial Highway from West City Limit to East City Limit, City Project No. 413-ST, Federal Project No. STPL-5257(030), and Firestone Boulevard and Otis Street improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032); and

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform professional services described in the Proposal attached hereto as Exhibit "A" and made a part to this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A". The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **Four Hundred Twenty Eight Thousand One Hundred Thirty Six Dollars and Seventeen Cents (\$428,136.17)**, as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of Public Works.

- 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.
 - 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.
 - 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is **effective as of July 14, 2020, and will remain in effect through and including July 14, 2023**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The Director of Public Works, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Public Works has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
 - 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
 - 6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant

will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

6.2 Termination for Cause.

6.2.1 The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.

6.3 Non-Assignability. Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

6.5 Insurance. Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

6.5.1 Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

6.5.2 Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

6.6 Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

6.7 Compliance With Applicable Law. Consultant and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.

6.8 Independent Contractor. This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.

6.8.1. Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

6.8.2. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.

6.9 Consultant's Personnel.

6.9.1 All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

6.9.4 Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

6.10 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.

6.11.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this

Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

6.11.3 The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.11.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

6.13 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.

6.14 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.15 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall

affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.19 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
City of South Gate
Arturo Cervantes, P.E.
Assistant City Manager/
Director of Public Works
8650 California Avenue
South Gate, CA 90280
E-mail: ktang@sogate.org

WITH COURTESY COPY TO:
City of South Gate
Carmen Avalos
City Clerk

8650 California Avenue
South Gate, CA 90280
E-mail: cavalos@sogate.org

TO CONSULTANT:

Yvette Kirrin, PE, President
Southstar Engineering & Consulting, Inc.
1945 Chicago Avenue, Suite C-2
Riverside, CA 92507
E-mail: yvette@southstareng.com

- 6.21 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- 6.22 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.23 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.
- 6.24 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**SOUTHSTAR ENGINEERING &
CONSULTING, INC.:**

By: _____
Yvette Kirrin, PE, President

Dated: _____

EXHIBIT A



COVER LETTER

1945 Chicago Ave, Unit 'C-2' Riverside CA 92507 T 951.342.3120 F 951.342.3148

June 30th, 2020

City of South Gate
8650 California Avenue
South Gate, CA 90280
Attn: Kenneth Tang, PE, Senior Civil Engineer

RE: Proposal to Provide Construction Management and Inspection Services for Garfield Avenue and Imperial Highway Street Improvements, Firestone Boulevard and Otis Street Improvements, & Imperial Highway Center Median

Dear Mr. Tang and Selection Committee:

We are pleased to submit this proposal to the City of South Gate to provide Construction Management and Inspection Services for Garfield Avenue and Imperial Highway Street Improvements, City Project No. 413-ST, Federal Project No. STPL-5257(030); and Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032).

Southstar Engineering has provided professional engineering services in Southern California for the past 14 years and is dedicated to the public works and transportation needs of California. Southstar is a certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) with our primary office located in the City of Riverside. We focus on providing solutions to two primary industry needs: 1) managing the construction of bridges, freeways and infrastructure projects and 2) managing the project development of both small and large-scale multi-million dollar infrastructure improvements.

Experienced Construction Manager Our strong working relationship with our clients, and knowledge of how to deliver a project on time and within budget, has promoted a comprehensive commitment to success. Mr. Amr Abuelhassan, PE, MS, QSD, is the proposed construction manager offering over 30 years of experience in project management, construction management, and civil engineering. With experience in the local area, he has become intimately familiar working with local agencies, bringing this experience to the City of South Gate.

The Southstar team looks forward to working with the City of South Gate to provide construction management and inspection services. We appreciate the opportunity to submit our qualifications to you.

Sincerely,

Yvette Kirrin

Yvette Kirrin, PE
President

Amr Abuelhassan

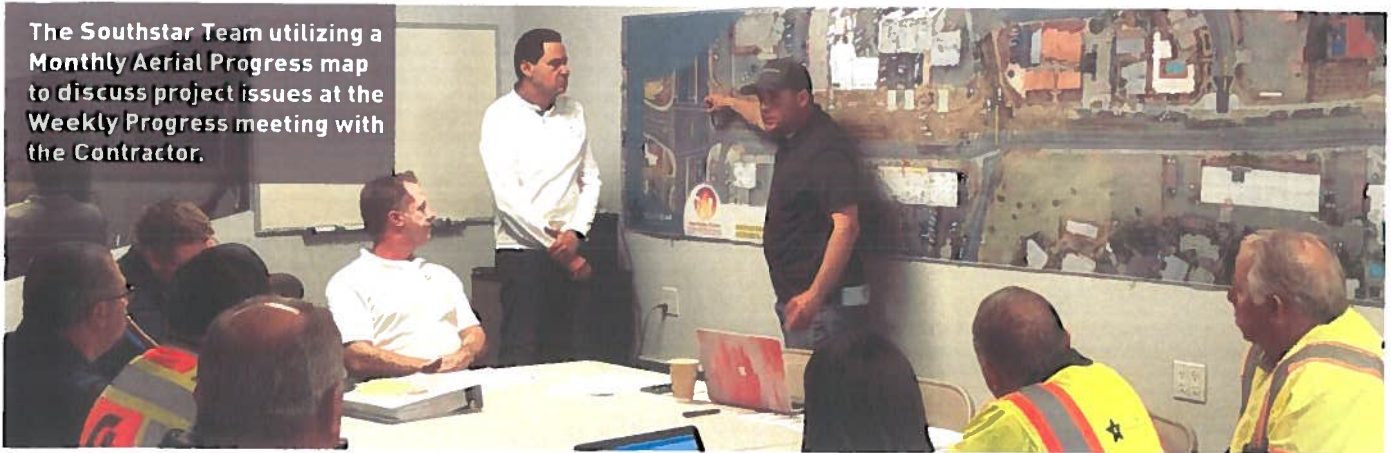
Amr Abuelhassan, PE, MS, QSD
Principal-in-Charge / Construction Manager

Engineering Trust into Every Project
DBE and SBE logos
Primary Contact: Amr Abuelhassan, PE, MS, QSD
Work to be performed from: 1945 Chicago Ave., Unit C-2
Southstar and subconsultants have no potential conflicts of interest for this contract and with the City of South Gate

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Appendix (Signed Addendum 1 & 2)

QUALIFICATIONS & EXPERIENCE



FIRM PROFILE

Now in our fourteenth year, Southstar has provided professional services and is dedicated to the public works and transportation needs of California. As a certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE), we focus on providing solutions to three primary industry needs: 1) managing the construction of bridges, freeways, infrastructure, and public works projects; 2) managing the project development of both small and large-scale multi-million-dollar infrastructure improvements; 3) observing and inspecting the construction of roadways, bridges, sanitary sewer, storm channels, streambeds and other infrastructure projects. Southstar was built upon the successes these construction management skills have brought us. In addition to these three areas of expertise, Southstar has extensive knowledge in utility coordination, labor compliance, public outreach, planning, scheduling, and design.

SOUTHSTAR SERVICES

The City of South Gate can be assured of the quality and professionalism of Southstar's staff and its extensive in-house resources (shown in the sidebar). Southstar's services, personalized to meet the unique needs of each client and project, are highly regarded within the industry.

SOUTHSTAR TEAM ADVANTAGES

Construction Management and Inspection | Southstar team members make a difference to clients and communities by continually striving to provide superior service with the highest level of integrity. Providing client-focused services to many State and local agencies in Southern California, Southstar Construction Management professionals know the critical questions to ask. By blending innovative problem-solving skills and quality supervision and inspection services, Southstar consistently completes projects on time and within budget.

Municipal Background | Many of our staff are former State, City or County employees who are familiar with municipal projects within the organization and structure of a City. Having resolved countless challenges in the past with our ability to successfully lead Construction Management teams, we have become facilitation and conflict resolution experts with a proven track record of delivering quality projects on time and within budget.

FORM OF ORGANIZATION

Corporation, 2006

CORPORATE OFFICE LOCATION

1945 Chicago Avenue, Suite C-2
Riverside, CA 92507

NUMBER OF EMPLOYEES

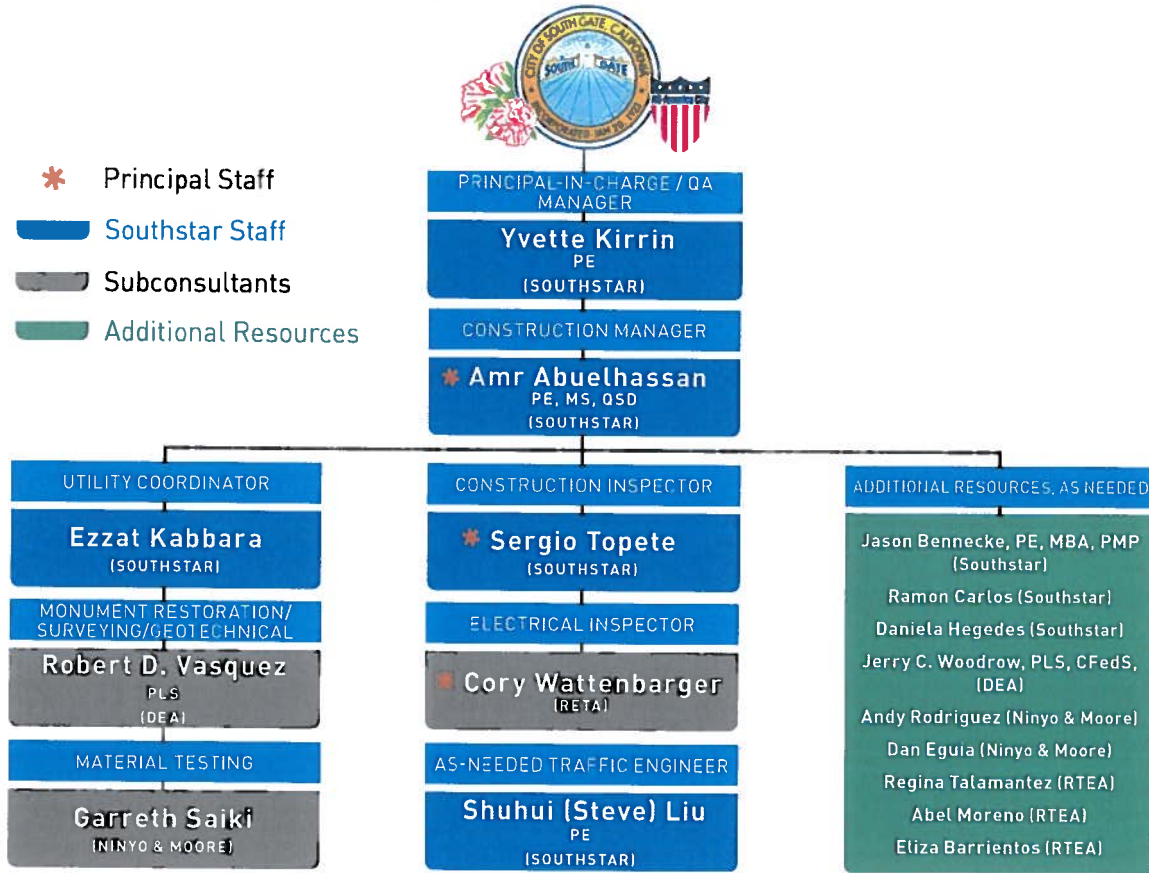
25

SERVICES

- Construction Engineering Management
- Program Project Management & Design
- Inspection Services
- Community Outreach
- Critical Path Schedule Development
- Project Budget Development & Tracking
- Program Planning
- Utility Relocation Management
- Local Agency Coordination
- Traffic Engineering
- Local Assistance Coordination
- Resolution of Funding Issues
- Federal Funding Guidance
- Claims Management/Risk Management
- Highway Bridge Program
- Right of Way Management
- Labor Compliance

ORGANIZATION CHART

Southstar is committed to assigning individuals to this project who have the knowledge and expertise to understand South Gate’s requirements. Personnel for the Southstar team will be available to the extent proposed for the duration of each project and Southstar acknowledges that no person designated to the projects shall be removed or replaced without the prior written concurrence of the City of South Gate. Shown below is Southstar’s proposed organization chart. We are confident all tasks and questions can be addressed and solved by this highly experienced and innovative team. Resumes for staff members who will work on this project can be found in the appendix. An availability table and resumes for staff members can be found on the following pages. **We have also included a list of additional resources in which resumes can be provided upon request.**



Availability of Personnel | The following table highlights the principal staff and project staff of major subcontracted work assigned to the team. Resumes of the principal staff are available in the following pages.

Name	Role	Availability	Current Workload
Yvette Kirrin, PE (Southstar)	Principal-in-Charge /QA/QC Manager	50%	50%
* Amr Abuelhassan, PE, MS, QSD (Southstar)	Construction Manager	100%	50%
* Sergio Topete (Southstar)	Construction Inspector	100%	0%
* Ezzat Kabbara (Southstar)	Utility Coordinator	50%	50%
Shuhui (Steve) Liu, PE (Southstar)	Traffic Engineer	50%	50%
* Cory Wattenbarger (RETA)	Electrical Inspector	80%	20%
Robert D. Vasquez (DEA)	Monument Restoration/Surveying/Geotechnical	50%	10%
Garreth Saiki (Ninyo & Moore)	Material Testing	65%	35%

KEY PROJECT TEAM MEMBERS

Our employees are the foundation of our company and we encourage a hands-on approach from all team members. On any given project, all of the individuals on our team bring their own experiences, perspectives, ideas, and unique points-of-view developed by their specific career path. All of our team members have substantial experience with transportation projects and understand that projects such as these require multi-faceted coordination with public agencies, state entities including Caltrans, utility companies, and the local community. Southstar is committed to putting individuals on projects who have the knowledge and expertise to understand the City's requirements. We are confident that all tasks will be addressed and questions can be solved by this highly experienced and innovative team.



Construction Manager – Amr Abuelhassan, PE, MS, QSD

Mr. Amr Abuelhassan, PE, MS, QSD, brings over 30 years of experience in project management, construction management, and civil engineering. His relevant construction management and contract administration experience and knowledge provides a solid foundation for the delivery of projects from inception to completion of construction. He previously worked as construction manager for the local Cities of La Mirada, Santa Fe Springs, and Norwalk when he led the I-5 Widening Construction Traffic Mitigation Projects. In addition to this project, Mr. Abuelhassan has provided similar services required for this project on the

San Pablo Avenue Streetscape Phase 1 Project for the City of Palm Desert, and La Quinta's Complete Streets project for the City of La Quinta. Working with the local cities of La Mirada, Santa Fe Springs, and Norwalk has resulted in Mr. Abuelhassan becoming intimately familiar working with various local agencies and utility companies. Mr. Abuelhassan will serve as the full-time construction manager and will be supported by a highly qualified inspector, Mr. Sergio Topete.



Construction Inspector – Sergio Topete

Mr. Topete has over 35 years of civil engineering experience, with a career track focused on city engineering management and inspection, planning, organizing, directing, and review of all activities and operations of a Public Works Department. Mr. Topete has directed and participated in the construction inspection of infrastructure projects, establishing project schedules, verifying of project status, and ensuring compliance with contract specifications and Local and National codes. Mr. Topete's services have been specifically provided for the local Cities of Bellflower, Huntington Park, and Pico Rivera. While serving as the construction

inspector for the City of Bellflower, Mr. Topete worked on the Eucalyptus Avenue Street Improvements Project from Somerset Boulevard to Flora Vista Street, and the Bellflower Boulevard Widening Project from Artesia Boulevard to the SR-91 WB Ramp. In addition to these cities, Mr. Topete worked with the City of El Monte providing similar services as this project for the Downtown Improvement Project Phase 2 — which included landscaping, irrigation & lighting. Working with these local cities has intimately familiarized Mr. Topete with the skill to coordinate with local agencies, businesses, residents, utility companies, traffic control coordination, construction phasing, and other construction activities that will occur. Throughout his extensive experience as a construction inspector, Mr. Topete has acquired intimate knowledge of Standard Specifications for Public Works Construction, Latest Edition (Greenbook) and Caltrans Standard Specifications Latest Edition.

Mr. Topete understands there are special requirements the City is requesting, and the City can rest assured that he is a seasoned inspector ready to provide endless support from inception to completion of the project. He is a highly competent inspector with the ability to prepare, read, and draw maps, and effectively communicate the maps with the City, Contractor, Designer, and other stakeholders. Mr. Topete is an effective communicator when coordinating with contractors and city staff by telephone, in written form, e-mail, and in person. His is an expert at estimating the quantifiable characteristics of products or events; estimating sizes, distances, and quantities; and determining time, costs, resources, and materials needed to perform a work activity. Mr. Topete's long and successful track record is a result of his ability to resolve issues before they arise and his method of negotiating with others when handling complaints, settling disputes, and resolving grievances and conflicts.

Resumes | Please refer to the following pages for resumes of the principle staff. Additional resumes can be presented upon the City's request.

AMR ABUELHASSAN, PE, MS, QSD | CONSTRUCTION MANAGER

Mr. Abuelhassan offers over 30 years of experience in project management, construction management, and civil engineering. His extensive construction management and administration experience provides a solid foundation for the delivery of projects from inception to completion of construction. Mr. Abuelhassan has worked on various rehabilitation projects leading the construction management team. He has worked with the local Cities of La Mirada, Santa Fe Springs, and Norwalk as a result of the monumental I-5 Widening Construction Traffic Mitigation Project where he served as both resident engineer and project manager. This project involved heavy coordination with various agencies and the involved cities. In addition to this project, Mr. Abuelhassan has performed similar services to this project on the Adelfa Drive and Foster Road Street Rehabilitation Project in the City of La Mirada. **Representative projects include:**

Adelfa Drive and Foster Road Street Rehabilitation Project, La Mirada, CA: Mr. Abuelhassan served as resident engineer on this \$1.2 million Street Rehabilitation project which included Cold Mill of existing roadway surfaces and overlay, removal and replacement of PCC curb and gutter, removal and replacement of PCC sidewalks, remove and upgrade existing ADA ramps for pedestrians with the installation of Truncated domes, removal and replacement of existing driveway approaches, removal and replacement of existing cross-gutters. Utility Work included **coordination with local utilities** for adjusting of all manholes, gas valves, and water valves to proposed grades. Signage, striping and traffic loops were completed per Caltrans Standard Plans. **Heavy coordination activities took place with La Mirada High School's** management team to make sure that construction activities didn't impact school activities. This project required strict adherence to the project schedule to meet strict funding deadlines.

I-5 Widening Construction Traffic Mitigation Projects- JPA,, Cities of La Mirada, Norwalk, and Santa Fe Springs, CA: Mr. Abuelhassan served as the resident engineer throughout the duration of this project. He was responsible for providing construction management services for **traffic mitigation projects within the Cities of La Mirada, Norwalk and Santa Fe Springs**. Tasks included the delivery of a **group of rehabilitation and signal projects from the scoping phase to construction completion** and JPA reimbursement by the LACMTA. Major tasks performed by Mr. Abuelhassan included **ccoping, cost estimating, scheduling, budget management, preparation and tracking of monthly invoicing to MTA from all cities**, and working with LACMTA to ensure I-5 JPA Project Reimbursement.

San Pablo Avenue Streetscape Phase 1 Project, Palm Desert, CA: As resident engineer, Mr. Abuelhassan was responsible for leading the construction management team. The project is **fully funded with City Funds**, however, **Mr. Abuelhassan ensured** to document the project construction and progress payments in sufficient detail to **comply with Caltrans Construction Manual, the Construction Manual Supplement for Local agency Resident Engineers, the Local Assistance Procedures Manual (LAPM) and the Local Agency Structure Representative Guidelines** requirements and as directed by the City Engineer. Mr. Abuelhassan was responsible for ensuring construction activities are continuous and no delay is encountered as a result of field conflicts.

Complete Streets Improvements Project, La Quinta, CA: The Southstar Team lead by Mr. Abuelhassan has been responsible for providing construction management and inspection services. He ensured construction activities were continuous with no delays. The project was **partially funded with State Only Active Transportation Funds**, thus, Mr. Abuelhassan documented the Project construction and progress payments in sufficient detail to comply with Caltrans Construction Manual and the Local Assistance Procedures Manual (LAPM) requirements and as directed by the City Engineer. The project was constructed in three phases split into 3 stages each.

PROJECT ASSIGNMENT

Construction Manager

YEARS OF EXPERIENCE

30

YEARS WITH SOUTHSTAR

10

EDUCATION

MS, Civil Engineering, California State University, Fullerton, 1997

BS, Civil Engineering, California State Polytechnic University, Pomona, 1991

REGISTRATION

Professional Engineer
CA Civil No. C57817

Qualified SWPPP Developer (QSD)
No. 23428

BENEFITS TO THE CITY

Expert construction manager with experience of similar contracts

Expert on roadway, highway and bridge construction projects

Significant experience in delivering transportation projects with various agency coordination

Former Caltrans Resident Engineer

Has managed multiple public works projects throughout Southern California

Executive Vice President of Southstar Engineering resulting in streamline communication

SERGIO TOPETE | CONSTRUCTION INSPECTOR (BILINGUAL)

Mr. Topete has over 35 years of civil engineering experience providing construction inspection services. His duties vary from reviewing design and approving plans, specifications, estimates and bids, directing inspection activities, coordination of assigned activities with other departments, divisions and outside agencies, oversight of the municipal annual street improvement programs, CDBG Projects, SR2S, Prop. C, STPL, and providing highly complex administrative support to the Public Works Director. Mr. Topete has directed and participated in the construction and inspection of infrastructure projects, establishing project schedules, verification of project status, ensuring compliance with contract specifications and Local and National codes. **Representative projects include:**

Eucalyptus Avenue Street Improvements from Somerset Boulevard to Flora Vista Street (Specification 13/14-04). Bellflower, CA: Mr. Topete provided his inspection expertise for Eucalyptus Avenue Street Improvements Project From Somerset Boulevard to Flora Vista Street (Specification 13/14-04). He provided inspection of cold mill asphalt, leveling course, ARHM overlay, demolition and replacement of ADA ramps, striping, traffic signal replacements, removing and replacement of curb & gutters, driveways, cross gutters, and the installment of new flashing beacons and speed radars next to a school. **In addition, Mr. Topete also inspected the installment of a new traffic signal and crosswalk improvements.**

Bellflower Boulevard Widening Project. Artesia Boulevard to SR-91 WB Ramp. Specification No. 14/15-09 (with Caltrans) Bellflower, CA: Mr. Topete provided inspection services for the widening project at Bellflower Blvd. and Artesia Blvd. He observed: the **installment of concrete on sidewalk around the pull box**, the subcontractor making **wire connections on the control panel**, **excavation and leveling of ADA ramps**, and the **installment of concrete onto ADA ramps**. Coordination with Caltrans was required for the encroachment permit improvements in areas with Caltrans access control

Pacific Boulevard Improvements, Huntington Park, CA: Mr. Topete provided inspection services for the Pacific Boulevard Improvements Project. His scope of work included inspection during the construction and closeout phases for the replacement of ADA ramps on the commercial street. In addition, Mr. Topete inspected the reconstruction of damaged sidewalks, and the installment of new irrigation and street lighting system on the Historic Old Town Street. **Mr. Topete was also responsible for inspecting the installation of new landscape with new trees and plants.** The project required caution traffic control and coordination with business owners.

Whittier Bl. Street Rehabilitation Project, Pico Rivera, CA: Mr. Topete provided inspection services of the work performed by Cold Plane on concrete, grind asphalt, leveling course, ARHM overlay, and the demolition and replacement of road surface under the rail road underpass. **He was also responsible for inspecting the construction of medians and islands with landscape irrigation and monument entrance.** Mr. Topete also inspected striping; he inspected the installment of **new traffic signals**, the removal and replacement of **curb & gutters, sidewalks, driveways, and cross gutters**. He observed the installment of new catch basins, the **removal and replacement of electrical pedestals**, the painting of the concrete wall and bridge with anti-graffiti coat. **This project required heavy traffic control** and coordination with business owners. He was also responsible for documenting work activities and took digital photos of the construction progress. He was responsible for meeting the special requirements of measuring, calculating and recording all construction quantities for estimates; and issuing daily inspection reports to the City Engineer.

YEARS OF EXPERIENCE

35

YEARS WITH SOUTHSTAR

2

EDUCATION

BS, Architectural & Civil Engineering, National Polytechnic Institute, Mexico City, Mexico

REGISTRATION

Professional Engineer
Mexico Civil No. 1298788

BENEFITS TO THE CITY

Highly qualified inspector with knowledge of local, state, and federal regulations

Intimately familiar with Greebook Standards, NPDES program and Cal OSHA regulations

Successful track record performing similar services for various neighboring cities

Extensive construction pay application experience

Experienced in developing and monitoring project costs

Successful development and delivery of scope budgets

On-schedule project completion through CPM project schedules

EZZAT KABBARA | UTILITY AND OUTSIDE AGENCY COORDINATION

Mr. Kabarra has 25 years of experience on transportation projects built to Caltrans, City, and County specifications. He is a proven and effective utility coordinator, with significant knowledge of infrastructure project management, and all aspects of the construction process. Mr. Kabarra is an expert in determining relocation alternatives when impending construction schedules are at risk. He has worked on multiple complex infrastructure construction projects related to utility relocation needs throughout Riverside and San Bernardino Counties, including: roadway rehabilitations, grade separations, intersection improvements, bridge rehabilitations, bridge replacements build projects that include major freeway widening, freeway to freeway interchanges, interchange modifications,. design sequencing projects, design build projects, CMGC projects, and numerous design, and bid projects. **Representative projects include:**

- **Caltrans District 8, SR-91 Corridor Improvement Project (CIP) Caltrans EA 0F540, Riverside County, CA**
- **Caltrans District 8, Routes 15 and 58 Phase 1 Widening, San Bernardino County and Riverside County, CA**
- **Caltrans District 8, 60/91/215 Freeway Widening, Riverside County, CA**
- **Caltrans District 8, I-15/SR-210 Freeway to Freeway Interchange, San Bernardino County, CA**

YEARS OF EXPERIENCE

25

YEARS WITH SOUTHSTAR

2

EDUCATION

BS, Mechanical Engineering,
California State University Long
Beach, 1991

BENEFITS TO THE CITY

Expert utility coordinator with a proven track record of twenty-five years of experience

Expert on roadway, highway, bridge, wastewater collection system, & storm drain construction projects

Intimately familiar with Caltrans Standard Specifications and Standard Plans and the Standard Specifications for Public Works Construction (Greenbook)

Experienced utility coordinator of similar contracts

CORY WATTENBARGER | ELECTRICAL INSPECTOR

Mr. Wattenbarger has served over 30 years in the construction industry. He has managed third party utilities, with an expertise in High, Medium and Low Voltage electrical and communications systems on highways, high speed rail transit corridors, renewable energy systems, wind generating systems, and various consulting projects. Cory has worked within the UPRR right of way installing Level 3 Fiber Optic Communications from Los Angeles to Sacramento and Williams Fiber Optic Communications from El Paso Texas to Phoenix. He has overseen construction for both private and public sectors throughout his professional career. Cory has been responsible for street lighting system construction, ensuring electrical system designs are installed per plans and specifications, and inspected electrical system work on significant projects. He holds three California contractor licenses; General Engineering A, C-10 Electrical and C-7 Low Voltage. For the past 30 years he has been involved in Design-Build, Bid Build, and renovation construction, through his employment and ownership of his own construction and consulting business. **Representative projects include:**

- **SBCTA I-10 Corridor Express Lanes, Ontario, CA**
- **CAHSRAA, Construction Package 4, Tulare & Kern Counties, CA**
- **National Renewable Energy Projects, World, Wind, and Solar, Mojave, CA**
- **Kaheawa Wind Phase I & II, Kauai, HI**

YEARS OF EXPERIENCE

30

YEARS WITH RTEA

1

EDUCATION

AA, Business Management

REGISTRATION

CA Contractors Licenses A, C-10,
& C-7

Cal OSHA 10-Hour Safety Training

NABCEP

3M Certified

Confined Space Certified

BENEFITS TO THE CITY

Highly qualified electrical inspector with a background in utilities

Significant experience working on multi-million complex projects

MEET OUR SUBCONSULTANTS

The Southstar team is rounded out with top-level subconsultant firms. We understand how important this project is to the City of South Gate and have chosen experienced and well-qualified firms to join our team. These firms have been selected for their decades of experience and success in their respective engineering fields. The following includes a summary of each subconsultant firm, their role, contact information, and past relevant experience.



DAVID EVANS
AND ASSOCIATES INC.

David Evans and Associates, Inc. (DEA) has been providing land surveying services to the public and private sector for over 40 years. Headquartered in Oregon, DEA is an employee-owned

corporation that combines the talents of professional surveyors, landscape architects, construction managers, engineers, and planners to provide clients access to a complete range of services under one roof. Founded in 1976, DEA has become a recognized leader in the design and management of complex transportation, land development, energy and water projects nationwide. DEA has an office in Ontario from which the work for this project will be performed. In addition, DEA has eight Southern California locations with a headcount reaching over 140 employees, and 45 of them in at the Ontario location. They have the ability to field six survey crews out of their Ontario office providing the team with ample staff to assist on this project. DEA surveyors have worked on numerous on-call services contracts for various Cities.

ROLE FOR THIS PROJECT

Construction Surveying

EXPERIENCE IN SAME ROLE

- (1) City of Palm Desert, San Pablo Phase I
- (2) La Quinta Village Complete Streets Project, La Quinta, CA
- (3) Monterey Avenue Street Widening Project, Rancho Mirage, CA



Ninyo & Moore's staff of professionals includes experienced registered

geotechnical engineers and engineering geologists. They provide these services throughout the southwestern United States, including roads, highways, bridges, tunnels, railroads, commercial and municipal structures, educational, and other public and private works. Ninyo & Moore offers fully equipped, well-staffed, state-of-the-art laboratory facilities performing a range of laboratory testing services under the supervision of a registered civil engineer. Their laboratories are capable of performing a wide variety of soil, concrete, asphalt, and steel testing. Laboratory testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and is regularly inspected by the Cement and Concrete Reference Laboratory (CCRL). Ninyo & Moore's testing laboratories have been inspected and/or accredited by AASHTO, AMRL, ASTM, Caltrans, California Division of the State Architect, City of Los Angeles, and the City of San Diego.

ROLE FOR THIS PROJECT

Materials Testing

EXPERIENCE IN SAME ROLE

- (1) San Pablo Ave. Streetscape Phase I Palm Desert, CA
- (2) Monterey Avenue Street Widening Project, Rancho Mirage, CA
- (3) Palm Desert High School, CA



RT Engineering & Associates, Inc

RT Engineering & Associates, Inc. (RTEA) is an Architectural and Engineering firm that provides professional civil engineering services in construction management; utility

coordination & constructability reviews; public outreach and environmental services for local capital improvement programs. As a Hispanic, woman engineer-owned firm, RTEA is a California Corporation certified as a DGS Small Business Enterprise (SBE/Micro), Disadvantaged Business Enterprise (DBE), Woman Business Enterprise (WBE) and Minority Business Enterprise (MBE) firm. Their prestigious work has earned RTEA the 2016 SBA Minority Small Business of the Year Award and the 2018 CA Hispanic Chamber of Commerce Pioneer Empresaria Award.

ROLE FOR THIS PROJECT

Electrical Inspection

EXPERIENCE IN SAME ROLE

- (1) Asphalt Overlay of Spring Road, Princeton Avenue, Poindexter Avenue & Gabbert Road, Moorpark, CA
- (2) Alondra Pavement Rehabilitation Project, Norwalk, CA

RELEVANT PROJECTS

It is important for Southstar to showcase the depth of experience that has broadened our skills and talents, and will serve us well in delivering this combined project for the City of South Gate. Multiple street rehabilitations, grade separations, and roadway projects, combined with our deep knowledge of Caltrans procedures, have us ready to take on any project with an unmatched level of expertise. The following relevant examples detail our expertise on past successful projects that have prepared us for delivering this project for the City of South Gate.

On-Call Construction Management and Inspection Services,

CITY OF BELLFLOWER, CA



The Southstar team provided construction management and inspection services for various improvements projects throughout the City of Bellflower. Mr. Topete was the preferred inspector for these projects due to his successful track record in the local area. After completion of these improvement projects, the City provided Southstar with immense appreciation for Mr. Topete's work. Inspection services provided included the

observation of the installment of concrete on sidewalk around the pull box on Bellflower Bl. and Artesia Bl., the subcontractor making wire connections on the control panel, excavation and leveling of ADA ramps, and placing concrete for ADA ramps. Below is a list of Task Orders for Inspection Services:

- **Bellflower Boulevard Widening Project. Artesia Boulevard to SR-91 WB Ramp. Specification No. 14/15-09 (with Caltrans Coordination)**
- **Eucalyptus Avenue Street Improvements from Somerset Boulevard to Flora Vista Street (Specification 13/14-04)**

REFERENCE

Mr. Philip Wang
Associate Engineer
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706
pwang@bellflower.org
(562) 804-1424 x2254

DATE COMPLETED

2018-Ongoing

SERVICES

Project Management
Construction Inspection

KEY PERSONNEL

Yvette Kirrin, PE - Project Manager

Sergio Topete - Inspector

On-Call Construction Inspection and Engineering Professional Services,

CITY OF SANTA FE SPRINGS, CA



The Southstar team has provided inspection and public outreach services for various improvements projects throughout the City. **Improvements included:** reconstruction of sidewalks, stamped concrete, curb and gutters; upgrades or additions of ADA ramps; **pavement rehabilitation**; storm drain reconstruction or rehabilitation; and **traffic signal upgrades, landscape and irrigation improvements**, bioswale construction, and parking lot resurfacing. In addition, inspection services included: coordination with the City, contractor and other consultants for meeting schedules, contractor's submittals, survey, geotechnical testing, materials

sampling and testing, survey, and labor compliance during construction. Below you will find a list of Task Orders for Inspection Services and other related professional services:

- **Barkley and Parkmead Street Improvement Project**
- **Slurry Sealing Various Streets FY 2017-18 Projects**
- **Greenleaf Avenue Street Improvement Project**
- **Waterline Relocation Phase 1 & 2 for I-5 Florence Avenue Project**
- **Valley View Grade Separation Project, E-76 Submittal**
- **Street Light Inventory Project, City-Wide**
- **Public Outreach for I-5 Florence Avenue Interchange Project**

REFERENCE

Mr. Noe Negrete, PE
Director of Public Works
11710 Telegraph Road
Santa Fe Springs, CA 90670
562.868.0511 ext.7611

DATE COMPLETED

Ongoing

SERVICES

Project Management
Construction Inspection

KEY PERSONNEL

Yvette Kirrin, PE - Project Manager

On-Call Construction Management, Inspection and Engineering Professional Services, CITY OF LA MIRADA, CA

The Southstar team has been providing inspection services for various improvements projects for the ambitious, five-year, multi-million dollar infrastructure improvement plan to include numerous reconstruction, repair and replacement projects throughout the City. Services included monitoring construction for compliance with Green Book Standards, Caltrans Standards, State Water Resources Board, South Coast Air Quality Management District, with Southern California Edison, the plans and specifications, and/or other jurisdictional agencies. **Southstar was also responsible for confirming the limits and overseeing the repair and replacement of deteriorated asphalt surfaces, including removal and placement of full structural sections, grind and overlay, and slurry sealing of roadways.** Below you will find a list of Task Orders for Inspection Services and other related professional services:

- **Phase 1, Residential Streets Rehabilitation Project, Federally Funded**
- **Santa Gertrudes Parkway and Retaining Wall Improvements Project**
- **Splash Aquatics Improvement Project**
- **Slurry Seal and Striping of Imperial Highway Project**

REFERENCE

Mr. Mark Stowell, PE, Public Works Director/City Engineer
15515 Phoebe Avenue
La Mirada, CA 90638
562.902.2385

DATE COMPLETED

10/2017 - Ongoing

SERVICES

Project Management
Construction Inspection

KEY PERSONNEL

Amr Abuelhassan, PE, MS, QSD - PIC/Project Manager

Yvette Kirrin, PE - Project Manager



On-Call I-5 Widening Construction Traffic Mitigation Projects, Joint Power Authority (JPA),

CITIES OF LA MIRADA, SANTA FE SPRINGS AND NORWALK, CA

Southstar Engineering provided project and construction management services on multiple I-5 Widening Construction Traffic Mitigation Projects. Our team delivered Project Management and Construction Management services on a group of traffic mitigation projects within the Cities of La Mirada, Norwalk and Santa Fe Springs. Tasks

included the delivery of a group of rehabilitation and signal projects from the scoping phase to construction completion, and JPA reimbursement by the Los Angeles County Metropolitan Transportation Authority. Major Southstar tasks included: scoping; cost estimating; scheduling; budget management; preparation and tracking of monthly invoicing to MTA from all cities and consultants involved; and coordinating activities among cities of La Mirada, Norwalk, and Santa Fe Springs.

REFERENCE

Mr. Noe Negrete, PE
Director of Public Works
11710 Telegraph Road
Santa Fe Springs, CA 90670
562.868.0511 ext. 7611

SERVICES

Project Management
Construction Management

KEY PERSONNEL

Amr Abuelhassan, PE, MS, QSD - Project Manager/
Construction Manager

Yvette Kirrin, PE - Project Manager

Various CIP HSIP Projects, CITY OF SOUTH GATE, CA

RT Engineering & Associates (RTEA) provided support to Vali Cooper & Associates with construction management, office engineering, and labor compliance services for the City of South Gate Department of Public Works. RTEA specifically provided these services for the **Firestone Boulevard And Otis Street Improvements and Imperial Highway Center Median Project**. This project consisted of modifying two arterial street sections: Imperial Highway and Firestone Boulevard. Imperial Highway's proposed work included the construction of new center medians, landscape, and left turning lanes along Imperial Highway from Leeds Street to East City Limits. The Firestone Boulevard project included **widening the south side (roughly 500 ft in length) of Firestone Boulevard by 13ft** to implement a student loading zone, traffic transition zone, and right turn lane onto Otis Street. Below you will find a list of other related professional services provided by RTEA for the City of South Gate:

- **Truck Impacted Intersection Improvements at Firestone Blvd & Rayo Ave**
- **Highway Safety Improvement Program (HSIP) Traffic Signal Improvements**
- **Firestone Boulevard Regional Corridor Capacity Enhancements**

REFERENCE

Arturo Cervantes
Director of Public Works
8650 California Avenue
South Gate, CA 90280
323.357.9657

SERVICES

Construction Management
Office Engineering
Labor Compliance

KEY PERSONNEL

RTEA

SCOPE OF WORK & PROJECT APPROACH

PROJECT UNDERSTANDING

The following information presents our understanding of the project to provide contract administration, construction observation/inspection, surveying, utility coordination, labor compliance, traffic engineering support, geotechnical and material testing services, and project close-out services for the Garfield Avenue and Imperial Highway Street Improvements, Firestone Boulevard and Otis Street Improvements, and Imperial Highway Center Median Project for the City of South Gate. We have thoroughly reviewed the plans, visited the project location, and consulted with our expert team members to deliver the most optimal strategy for completing this project on time and under budget. Our approach will keep the major stakeholders impacted by this project at the forefront. We will ensure cooperation with the City of South Gate, clear and helpful communication with the residents of the City, mindfulness of the environmental impact, and streamlined communication among our leadership, our team, the City, the Designer, and the contractor. These are realistic goals, because this approach is how Southstar completes every single project on time and under budget, with no claims or lawsuits.



Garfield Ave. & Howery St. Start Segment



Firestone Blvd. & Otis Street

Garfield Avenue and Imperial Highway Street, Firestone Boulevard and Otis Street, and the Imperial Highway Center Median are all significant components of the infrastructure for the City of South Gate and all surrounding Cities. Southstar understands the project is scheduled to start construction in the summer of 2020 and will continue for an estimated 150 working days, per Addendum 1. We are aware that the project is funded with \$1.91 million in STPL funds, \$0.89 million in Federal Safety Improvement Program (HSIP), and \$2.94 million in local fund for a total project cost of \$5.7 million. We understand that the Garfield Avenue and Imperial Highway Street Improvements Project is funded with STPL and Local Funds, and the Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median Project are funded with HSIP and Local Funds.

The Southstar Construction Management Team, lead by Mr. Abuelhassan, will be responsible for providing contract administration, construction observation/inspection, surveying, utility coordination, labor compliance, traffic engineering support, geotechnical and material testing services, and project close-out services. The inspection team will be lead by Mr. Topete, and both he and Mr. Abuelhassan will ensure all work is compliant with the Standard Specifications for Public Works Construction, Latest Edition (Greenbook) and Caltrans Standard Specification, Latest Edition. Southstar is aware that the project will be divided into three segments to increase efficiency and reduce costs. Segments one through three will be constructed concurrently, though, the construction management services will be administered separately due to different funding sources. At the City's request, we will separate invoices and billings for each segment to submit separate reimbursements.

Southstar services will be used for one month of project initiation and one month for project closeout. We are aware that the City is requesting us to allow 20 non-working days to account for potential rain delays. Southstar stipulates that should the Contractor find it necessary to work overtime, double shifts, holidays or weekends to complete the project, Southstar will have additional qualified observation/inspection support staff to cover necessary requests. In this case, we understand the City will pay for personnel at a regular straight-time based rate. Southstar will ensure the Contractor is responsible to reimburse the City or to cover any cost associated with additional inspection and construction management services. In addition, Southstar will allow 4 weeks of additional inspection and construction management services to account for this special request.



Existing Imperial Median

PROJECT APPROACH

Our goal is to complete this project in a **safe, high quality, cost effective and time efficient manner**. Southstar's approach takes into consideration the traveling public, local and surrounding residents, surrounding businesses, all stakeholders and the environment to ensure full satisfaction with the final product. Meeting the project goals starts with providing the most qualified Construction Management team members. Our team members successfully delivered similar projects with similar aspects and components. **Early and effective communication** with Project stakeholders, local residents, local businesses, utility owners and other affected local agencies is another essential component for meeting this project's goals. Our team will develop a project specific communication plan to maintain an effective and transparent level of communication with all the stakeholders.

QC/QA CONTROL METHODS IDENTIFIED

We will develop a **customized quality assurance plan (QAP)**, specific to meet the needs and requirements of this Project and the City and will ensure that uniform quality assurance procedures are adhered to. **The plan will include:** procedures and designated responsibilities for project start-up, project organization, review of plans and specifications, constructability reviews, bid solicitation and award assistance, pre-construction meeting, document control, labor compliance, schedule reviews, safety, inspection procedures, materials testing, surveys, independent assurance testing and project close out.

Quality Control | Southstar ensures that **only quality work will be performed** by the team. Southstar's Quality Control starts with hiring and selecting highly experienced and qualified staff for construction management and inspection. **Careful inspection prevents re-work**, thereby assisting with meeting both schedule and budget. **Southstar independently performs quality assurance (QA) reviews** of the Project documents and all its files to ensure that the team is accurately documenting the work and have all of the quality processes in place including test results, daily reports and back-up for estimates and monthly progress payments to the Contractor. Standards of quality are thoroughly discussed, including the expectations of the City and the requirements of the project's Plans, Specifications and other City requirements. **Proper inspection will yield expected quality of materials and workmanship** along with the proper testing of the materials both prior to and after entering the work.

DOCUMENT CONTROL

Southstar follows a **Caltrans compliant standardized filing and document control system**. The team will document communications with the Contractor in correspondence and daily diaries. The team will receive all correspondence, prepare and transmit responses, and coordinate with applicable parties as required. **All project filing will be in compliance with the Caltrans Local Assistance Procedures Manual, Caltrans Construction Manual and with any Authority filing system requirements**. Our team will keep a record copy of all contracts, drawings, specifications, SWPPP, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operation manuals and instructions; other related documents and revisions which are relevant to the contract work. We will maintain our "Project Documentation and Record Books" in accordance with the Caltrans "Project Development Uniform File System."

EXPERIENCE ON LARGE SCALE ROADWAY PROJECTS

Southstar has provided similar services for similar large scale projects. In the local area, the proposed construction inspector, Mr. Topete, has provided similar services for the City of Bellflower on the **Bellflower Boulevard Widening Project and the Eucalyptus Avenue Street Improvements Project**. In addition, he's worked on the monumental **Paramount Boulevard Median Improvement Project and the Whittier Boulevard Street Rehabilitation Project - both for the City of Pico Rivera**. Mr. Topete's successful track record with these local cities has prepared him to take on any challenges for this complex project. His capacity as construction inspector is endless as a result of working on similar complex projects for neighboring Cities.

Southstar will provide services from the **pre-construction through the post-construction** phases of the project all in conformance with applicable City, Federal, State and other Local requirements. In general, services are anticipated to include the following:

TASK 1: PROJECT COORDINATION

Management | Mr. Abuelhassan will lead the team members and will be involved on an as needed basis to provide pre-bid constructability review services. These services will, at a minimum, include participation in a detailed independent review of the 100% PS&E package with an in-depth field review to determine constructability and include a detailed review of all available documents and reports on the Project. He will manage and coordinate all aspects of the project inclusive to the services identified in the RFP. Mr. Abuelhassan will also coordinate all necessary field and office project meetings during this phase including agenda preparation, inviting attendees, meeting minute preparation and distribution and issues follow up and resolution. He will participate in other improvements/activities as deemed necessary to implement the improvements on the Project, provide direct supervision, scheduling and problem resolution for the contractors, and he will monitor the contractors to ensure as-built drawings and specifications are properly maintained. Mr. Abuelhassan will also be responsible for compiling the as-built documents and submitting them at the end of the Project to the City Engineer for further processing.



Meetings | Our construction manager, Mr. Abuelhassan, will prepare a pre-construction meeting agenda, invite the City, contractor, project partners and other stake holders. Mr. Abuelhassan will also prepare meeting minutes for distribution to all attendees. These meetings will be conducted and lead by Mr. Abuelhassan bi-weekly to discuss construction progress, and he will also prepare minutes for the City's approval.

Schedule and Budget | Schedule control starts with the Contractor's submittal of a baseline construction schedule, approval of the schedule and the subsequent schedule updates. Once these activities are approved, they will be checked against actual activities in the field and any discrepancies will be noted. The Contractor will be required to submit a narrative for all changes in the monthly schedule updates and the Southstar field team will carefully scrutinize them. The team will also require the contractor to provide a 2-4-week look-ahead schedule that will allow for weekly planning of inspections, material testing and for planning off-site inspections, if needed. All of these issues will be discussed in the weekly meetings with the Contractor. To avoid a project schedule impact, Southstar will review the contract documents and identify long lead materials to ensure that their procurement and delivery are performed diligently.

Identifying and documenting construction issues as they arise, and resolving them in a timely manner, is every team member's responsibility, particularly Mr. Topete since he will be in the field. Each month, the team will prepare progress payments for all work completed by the contractor for review and processing by the City. The team will also review progress reports and inventory of materials-on-hand. Effective change order administration is imperative for controlling cost and schedule on any construction project. The team will ensure to prepare change orders in the standard City format. In addition, we will maintain an accounting of construction costs to complete the Project, including approved change orders. We will also review payment requests, make payment recommendations, and prepare progress payments in City's standard format. The goal is to provide timely direction to the Contractor while assuring that the costs of changes are fair and reasonable to both the Contractor and the City. The team is skilled at examining issues and maintaining detailed project documentation which mitigate potential claims by the Contractor.

Aerial Photography and 3D Modelling | Using a state-of-the-art drone with a 20Mp camera, our FAA Section 107-certified pilot will fly the project area monthly and create an interactive 3D model of the workspace. From this model, he will generate a 2D orthophoto to scale, which can be printed or used as a scaled background image inside MicroStation. This technology improves communication, and reduces risks for potential schedule delays and cost overruns. These images are also helpful to communicate with the local community where we add labels to the various construction tasks underway, and they will be available for the City to post for the public if they wish. To see a sample of one of our 3D Models, visit, LQcompletestreets.com and click on Media.



Miscellaneous | The Southstar team will provide all miscellaneous requests discussed in the RFP. We will review and coordinate approval of shop drawings with the Designer, and we'll also review and approve any material submittals. The Southstar team will receive and log all Contractor's submittals including but not limited to: Requests for Information (RFIs), Requests for Changes (RFCs), Contract Change Orders (CCOs), field directives, Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan. Depending on the subject of the submittal, it will be documented and routed for review. For example, it will be routed to the designer for structures items or to the materials testing lab on the team for the various mix designs. Responses will be prepared for each submittal and documented in the submittal log. The submittal log will be reviewed at every weekly progress meeting ensuring the contractor has all the information needed to continue progress.

The team will also provide the City with the Contractor's as-built plans and a PDF File format when the project is completed. In addition, we will monitor materials documentation and testing results, and we will not shy away from enforcing corrections. **The Southstar team already includes these miscellaneous tasks when successfully completing a project which makes us a highly qualified team ready to exceed expectations.**



**Firestone Blvd. & Otis St.
South Gate Middle School**

TASK 2 CONSTRUCTION OBSERVATION/INSPECTION

Our lead field inspector has an unmatched successful track record. Mr. Topete's extensive 35 year career has provided him with the skills to exceed expectations on various types of projects, but specifically street rehabilitation projects. Mr. Topete's core competence is in fact providing inspection services on street rehabilitation projects. **His unrivaled qualifications can be referenced by the local cities of Bellflower, Huntington Park, Pico Rivera, and the City of El Monte where, at the rise of his career, he provided construction inspection, construction management, and project management services. Mr. Topete, will ensure that all efforts comply with the Standard Specifications for Public Works Construction, Latest Edition (Greenbook) and Caltrans Standard Specification, Latest Edition. In addition, he is highly skilled at reading and interpreting construction plans and specifications.** In

addition, Mr. Topete will work closely with our subconsultant, Ninyo and Moore to provide and monitor compaction, material, and other necessary testing results to ensure compliance with the Project PS&E. They will require the Contractor to provide corrective measures to achieve compliance where required. As the lead field inspector, Mr. Topete will also maintain copies of all permits needed to construct the project and enforce special requirements of each.

Agency Coordination | Mr. Topete will coordinate with City staff including the police department, Los Angeles County Fire Department, Metro Transit, City of Downey, utility companies, LACFCD, Los Angeles County Sanitation

District, City of Los Angeles, SCE, East Los Angeles College, and other project stakeholders. Mr. Topete is intimately familiar with these agencies due to his successful career in the area. He will also coordinate construction activities with businesses, residents, and utility companies inclusive of temporary parking restrictions.

Daily Diaries | Mr. Topete's daily diaries will contain full documentation and photographs of the work performed. Consistent and accurate written and photo documentation of all field activities is of paramount importance in protecting the City against contractor claims and costly contract change orders. The daily diaries will include daily measurements of quantities of work with the contractor, per the City's request. . They will also include percentages of completion, the number , and status of change orders. In addition, the daily diaries will include site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; number of workers, work accomplished, problems encountered, major incidents/safety violations, and other data that may be requested by the City.

Project Meetings | Attending all project meetings is not only a requirement, but it is of paramount importance for Southstar inspectors. Mr. Topete will attend all project meetings to discuss construction progress, issues, and questions by the City, Contractor, and any other involved stakeholders. Maintaining clear communication is a requirement for all Southstar inspectors, and there is no doubt Mr. Topete will make communication one of his top priorities.

Construction Observation | Field Inspectors are the first line of defense on any construction project. It is important to have seasoned and experienced field inspectors to ensure the contractor's compliance with the project plans and specifications and to provide a quality product to the Authority, Caltrans and the motoring public. It is also critical for proper documentation of all field activities to maintain accurate measurement and payment records on all Contract Items. Our proposed construction inspector, Mr. Topete, has completed complex projects of his own successfully delivering them. While observing all construction activities, he will ensure the contractor is in compliance with the NPDES program and all Cal OSHA regulations. At the City's request, **Mr. Topete will gladly observe all construction activities during night and weekend shifts at no additional cost to ensure the project is successfully completed on time and within budget.**

Materials and Equipment Inspection | To perform the necessary tasks for construction the contractor must have materials and equipment that comply with all standards. To ensure all materials and equipment meet the requirements, Mr. Topete will inspect these items as soon as they are delivered. By tackling this task as soon as possible, the contractor will be able to begin working quicker which may result in a reduction of the schedule and budget.

Weekly & Monthly Construction Progress Reports | The Southstar inspector will provide the City with project status reports on a weekly and monthly basis and as requested. Mr. Topete will meet with the contractor to review proposed work plans, including specific details that may affect progress, and any work which may result in a noteworthy impact to the City will be documented in the weekly reports and daily diaries. The weekly reports will discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. This report will also include any field conflicts and issues that may have arisen during the week. The monthly reports will describe the status of the project's budget, schedule, submittals, change orders, claims in process, issues of concern, and current and anticipated work progress.

SPECIAL REQUIREMENTS FOR OBSERVER/INSPECTOR

We have specifically selected Mr. Topete as the lead field inspector. His seasoned experience has earned him the ability to **prepare, read, and draw maps to effectively communicate with the City, Contractor, and other stakeholders.** His 35 year career has earned him the ability to **quickly evaluate workplace environments, equipment, or practices to ensure compliance** with safety standards and government regulations. His communication skills are incomparable with a common result of **streamline communication with contractors, city staff, and other stakeholders via telephone, written form, and/or in person.** His previous experience within the area has advanced his already proficient skills for estimating the quantifiable characteristics of products or events. Mr. Topete has an endless capacity for estimating sizes, distances, and quantities; or determining time, costs, resources, or materials needed to perform a work activity.



Firestone Blvd. Trees

His 35 year career has also earned him the reputation of becoming **one of Southstar's best negotiators** when handling complaints, settling disputes, and resolving grievances and conflicts, if needed.

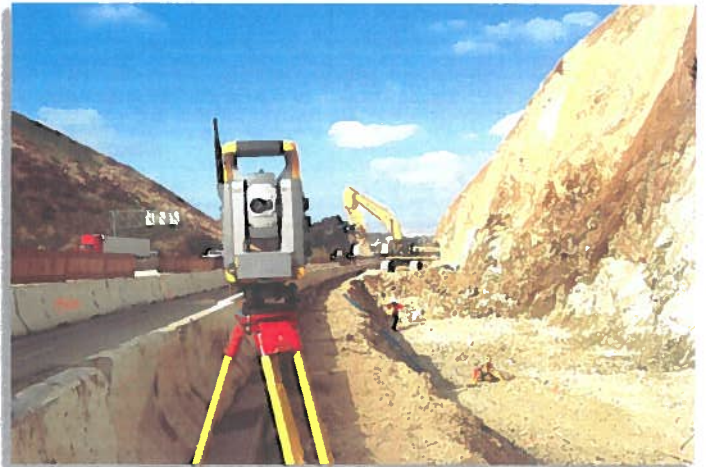
Mr. Topete's unmatched track record is due to his **cross training as both an electrical and landscape inspector**. This categorizes Mr. Topete as one of the best construction inspectors in all of Southern California. Though, to ensure quality of work is met in all aspects of the project, Mr. Topete will consult with our **subconsultant RTEA's electrical inspector, Mr. Cory Wattenbarger**, to ensure the Contractor meets all electrical regulations. Mr. Wattenbarger will **oversee the construction of traffic signals, street lights, pedestrian lights, landscaping lights, and related electrical systems**. Mr. Topete will observe all other construction including landscaping, planting, trees, and irrigation systems.

TASK 3 TRAFFIC ENGINEER

Southstar's proposed traffic engineer is Mr. Shuhui (Steve) Liu, PE . Mr. Liu has provided similar services while working as inspector for various projects. His sole purpose is to effectively minimize and communicate any traffic related impacts to nearby businesses, driveways, and intersections. He will be responsible for reviewing and approving traffic control and construction phasing plans. He will also perform traffic investigations in response to public and local business concerns. In addition, Mr. Liu will be responsible for the safety all motoring vehicles and pedestrians and efficiently guiding them through City streets during construction. Throughout the duration of the project, Mr. Liu will consistently verify that the streets, sidewalk, parking lots, street parking, traffic control signs, and pavement markings are maintained to provide safe and accessible public passage during construction activities. Mr. Liu will also verify the final cat-tracking, striping, and signage of the project. Mr. Liu is an expert at performing the duties of traffic engineering, and he will ensure safe passages for all pedestrians and motoring vehicles throughout the duration of the project.

TASK 4 & 6 MONUMENT RESTORATION/SURVEYING AND SURVEYING/GEOTECHNICAL

Pre-Construction Activities | Prior to the start of any construction project, it is most important to verify the survey control to be used for accuracy. This involves both horizontal and vertical control. DEA surveyors will verify the survey control for this project by occupying all primary and supplemental survey control set during the design phase.



Pre-Condition Survey | Documenting existing conditions prior to construction is an essential tool in minimizing costs for design changes, potential construction claims and final closeouts. The DEA survey team can assist the CM team with this section by deploying recently upgraded 3D Laser Scanning technology. This data can be captured from the existing

highway alignment and tied to the project corridor control. Once the data has been processed, the data can be utilized in determining existing earthwork, potential impacts, conflicts and changes in design. This data can be mapped, reviewed and provided to the City along with the CM team for construction validation and claim support. It is with high significance to verify the deck elevations of the existing bridges and the grades for all areas to be tied to.

3D Laser Scanning | DEA is a leader in optimizing new technology into the AEC industry in all aspects of design and construction. As a well-known leader in utilizing 3D laser scanning, DEA will bring this same technology and experience for this project. DEA has implemented its use on construction projects with great success. From gathering clearances during the construction of a new support structure over existing rail on the Colton Crossing project to capturing slope failures and providing detailed quantity data during the I-10 widening, DEA staff provided critical data based on years of experience deploying and extracting data from laser scan data.

Underground Utility Validation (optional) | In addition to using 3D laser scanning for above surface conditions, the DEA team can utilize advanced subsurface radar tomography technology to validate the underground utility design. Deploying 3D radar tomography and other geophysical equipment, underground utilities can be detected, located and mapped to produce a 3D validation utility map. This alone will be proven to be of significant value to accurately identifying utility challenges within the project limits.

Geophysical Designation of Utilities | The DEA team will deploy non-intrusive geophysical technologies to designate the horizontal and vertical positions of known and unknown utilities along the area of investigation. A combination of radar tomography (RT), ground penetrating radar (GPR), and electromagnetic (EM) technologies will be used for the investigation. The RT system is a vehicle for a multi-channel ground penetrating radar system. A multi-channel system means that several GPR transmitters and receivers operate in harmony over the same ground surface area with the goal of providing images of underground objects not achievable with conventional single channel systems.

TASK 5 MATERIAL TESTING

Ninyo & Moore is pleased to team with Southstar to perform Material Testing services on this project. After collectively reviewing the plans and specifications, the team understands that the projects will include various improvements to the existing roadways including but not limited to reconstruction of pavements, sidewalks, curbs and driveways. Ninyo & Moore's services will be subject to prevailing wage requirements, and their services will be scheduled and coordinated by the project inspector or construction manager on an as-needed basis. The estimated quantities for each project are presented below.

Project No. 413-ST Base Bid A | This phase includes 10,250 Square feet (SF) of sidewalk, 48 concrete curb ramps, 260 SF of concrete driveways, 600 linear feet (LF) of curb & gutter, 1855 tons of asphalt concrete (AC), 4,135 tons of asphalt rubberized hot mix (ARHM), 2,000 square yards of Type II Slurry Seal, 6,455 SF of concrete pavers and an irrigation system. Alternative Bid A (Hollydale Library) includes 54 tons of AC and 105 LF of concrete curb.

Project No. 496-ST Base Bid B | Project No. 496-ST Base Bid B includes 8,110 SF of sidewalk, 2 concrete curb ramps, 645 SF of driveways, 3,710 LF of concrete curb, 155 LF of concrete retaining curb, 5,190 SF of concrete pavement, 515 tons of AC, 960 SY of Type II Slurry Seal, 400SF of stamped concrete and an irrigation system. Alternative Bid B bid items are not anticipated to include materials testing services.

NINYO & MOORE WILL PROVIDE THE SCOPE OF SERVICES LISTED BELOW:

- Project Engineer/Project Manager service for project coordination, technical support, and management, including review of the project plans and specifications, mix design review for AC and concrete mixes, distribution of test data and reports, and work scheduling
- Field Technician services for sampling and testing during concrete placement, including checking slump, and temperature, as well as casting of concrete cylinders.
- Field Technician services for observation, sampling and testing during subgrade, aggregate base and asphalt concrete pavement operations. Field density tests will be performed to help evaluate the Contractor's compaction efforts.
- Preparation of progress reports, concrete test data sheets, and field memoranda to document the items inspected.
- Pick-up and transportation of construction material samples for testing at our laboratory.
- Laboratory testing services including proctor density, sieve analysis, sand equivalent, maximum density of AC and concrete compressive strength testing.

TASK 7 UTILITY AND OUTSIDE AGENCY COORDINATION

Our highly qualified utility coordinator, Mr. Ezzat Kabbara, will perform all utility and outside agency coordination. He is a seasoned utility coordinator with over 25 years of experience. Mr. Kabbara's experience as utility coordinator is a result of many years of working for Caltrans as both utility coordinator and resident engineer. Mr. Ezzat will be responsible for alerting all affected utility companies, school administrators, Police Department, Los Angeles County Fire Department, Waste Management, and MTA for the pre-construction meeting. In addition, Mr. Kabbara will review the scope of work with each utility company at the pre-construction meeting, review possible conflicts, and work with each utility to insure that specific needs of the Project are understood. Mr. Kabbara will also coordinate with utility companies to expedite the identification of any unknown utilities found during exaction, and he will coordinate any relocation work by utility companies after notifying the City.

TASK 8 PROJECT CLOSEOUT

Southstar will perform all construction management and administration necessary for closing out the project to ensure contract compliance as outlined in the Caltrans Local Assistance Procedures Manual. We understand that the City desires the closeout period to be concluded within a reasonable duration from completion of construction activities. The following is a brief description of some of the major aspects of this work:

As-Built Drawings | The Southstar team will maintain a red-lined set of "As-Built" plans in the construction field office documenting as-built conditions. At the end of construction, the As-Built drawings will be reviewed to confirm all changes to the plans are accurately documented. Following the review, they will be transmitted to the designer to be updated into the electronic plan set with Mr. Abuelhassan's signature and transmitted to the relevant agencies for archiving.

Final Walkthrough | Southstar would perform final inspections and issue punch-lists of incomplete or deficient work. Southstar will monitor punch-list completion, and issue a notice of substantial completion. Subject to delegation of authority by the City, Southstar will schedule and conduct a final walkthrough with the contractor and appropriate City staff. Southstar will coordinate the execution of any required corrections resulting from the final walkthrough. Once all corrections are addressed, Southstar will coordinate final project acceptance with the City and applicable local agencies and utilities.

Finalized Documents | All project items including record drawings, contract bid items, claims, change orders, and punchlist items will be finalized.

Item Close-Out | All open contract items will be closed out and balanced. Item overruns and underruns will be resolved with the Contractor. Contract Change Orders to adjust item prices will be created if necessary.

Claims Report | Mr. Abuelhassan will prepare a Claims Report for each claim that is outstanding and unresolved at the end of the construction project. Claim Reports shall be in accordance with the Caltrans Construction Manual.

Proposed Final Estimate | Mr. Abuelhassan will prepare the Proposed Final Estimate and obtain Contractor's concurrence. This document shall be provided after resolution of any open claims.

Project Report | Mr. Abuelhassan will create a Project Report that identifies the construction of the project, the final cost of construction including construction management and administration, a list of all Contract Change Orders, a list of Construction Claims and the result of each after resolution, and photo and video documentation of construction.

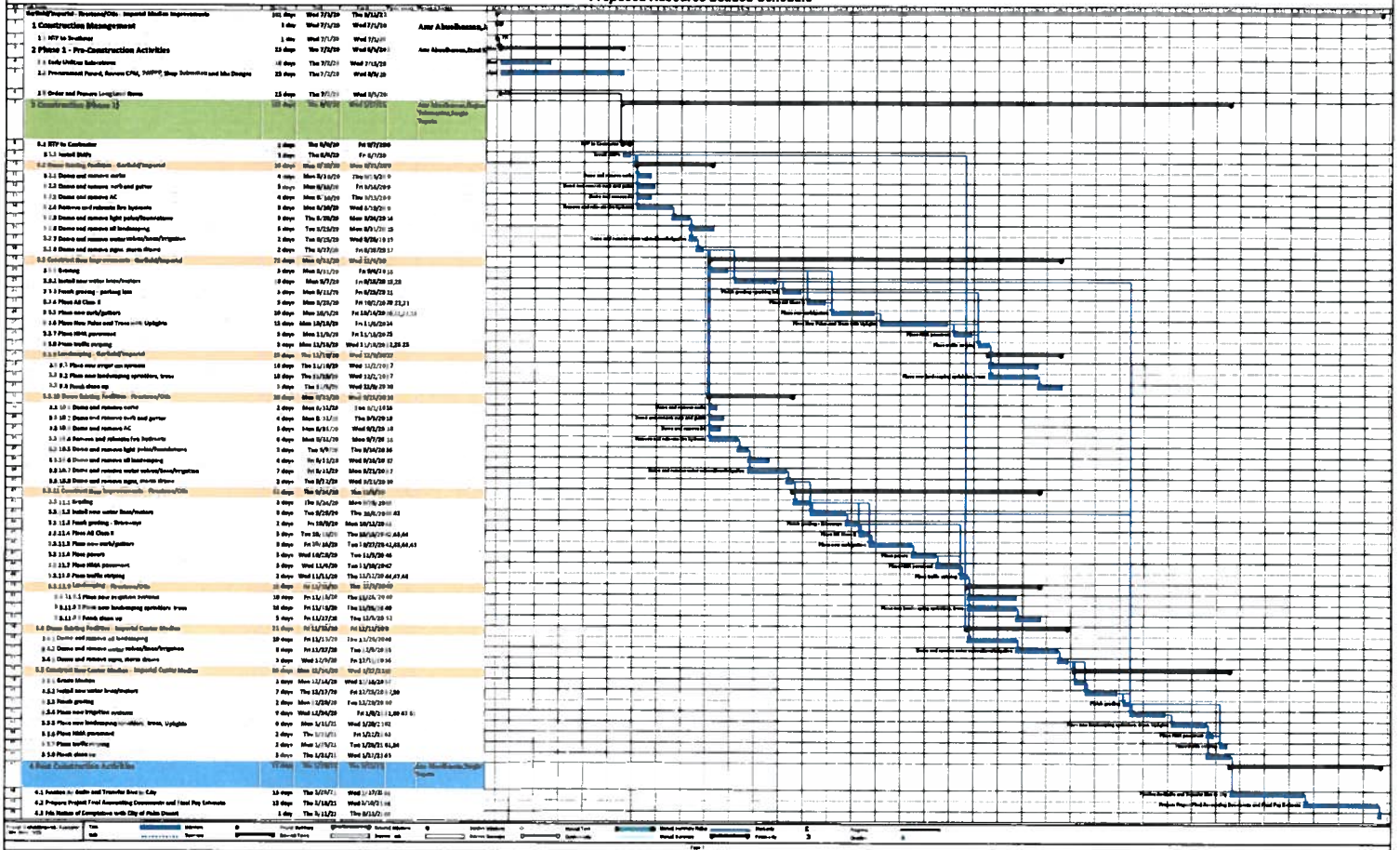
Electronic Files | In addition to the final project report, project files including all drawings, will be transmitted to the City in PDF file format. Hardcopy project files will be neatly arranged, labeled, and boxed for storage.

Final Acceptance | The Southstar team will recommend for final acceptance of the Project after the contractors have corrected deficient work and satisfied all contract conditions. The team will then deliver a final completed project to the City which is in compliance with the plans, specifications, and estimate (PS&E) package, and all applicable codes, permits and standards.

SCHEDULE

The Southstar team reviewed the available plans for the Project. We applied our many years of experience on similar projects and assumed a staging plan and certain logical progression of activities while applying realistic durations to these activities. Based on the provided design plans and estimated quantities of materials, the Southstar team concluded that the project can be completed successfully in under 125 work days which is shorter than the original estimated 150 work days.

**CITY OF SOUTHGATE
GARFIELD/IMPERIAL, FIRESTONE/OTIS AND IMPERIAL CENTER MEDIAN IMPROVEMENTS
Proposed Resource Loaded Schedule**



APPENDIX



City of South Gate

8650 CALIFORNIA AVENUE, SOUTH GATE, CA 90280-3004 Tel: (323) 357-9657
Fax: (323) 563-9572

DATE: May 19, 2020
TO: Prospective Consultants
FROM: Kenneth Tang, P.E., Senior Civil Engineer *Kenneth Tang*

SUBJECT: ADDENDUM NO. 1

Request for Proposal (RFP) for Construction Management and Inspection Services for the Following Projects:

- **Garfield Avenue and Imperial Highway Street Improvements, City Project No. 413-ST, Federal Project No. STPL-5257(030); and**
- **Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032)**

This addendum consists of one (1) page.

In reference to the subject Project, the following modifications to the RFP shall be included in the proposal:

1. Submission deadline has been extended to May 27, 2020, 10:00 am.

- Cover letter, last sentence

DELETE the following sentence:

Submission Deadline: May 25, 2020, 10:00 am

And **REPLACE** with the following sentence:

Submission Deadline: May 27, 2020, 10:00 am

- Page 12, Schedule for the consultant selection process

DELETE the following table:

No.	Process	Date
1	Requests for Proposal Released	05/01/2020
2	Written Inquiries	05/22/2020 (5:00 p.m.)
3	Proposal due	05/25/2020 (10:00 a.m.)
4	Consultant Interview	06/01/2020
5	Consultant Selection	06/01/220
6	Fee Negotiations Complete	06/02/2020
7	Contract Award	06/09/2020

And **REPLACE** with the following table:

No.	Process	Date
1	Requests for Proposal Released	05/01/2020
2	Written Inquiries	05/20/2020 (5:00 p.m.)
3	Proposal due	05/27/2020 (10:00 a.m.)
4	Consultant Interview	06/01/2020
5	Consultant Selection	06/01/220
6	Fee Negotiations Complete	06/02/2020
7	Contract Award	06/09/2020

- The number of construction days is estimated at **150** working days.
 - Page 2, 4, 9, and 11.
REPLACE 100 working days with **150** working days.
- Budget fee proposal with **20** no-working days to account for potential rain delays.
 - Page 4, second paragraph
REPLACE Fee Proposal 15 no-working days **WITH** 20 no-working days.
- Surveyor to verify contractor's survey work, coordinate and ensure compliance with the contract documents.
 - Page 7, Task 4.
ADD the following paragraph at the first paragraph before bullet points:
The selected Consultant must provide an experienced part-time/as-needed surveyor who has successfully provided surveying services on street rehabilitation projects. The surveyor must be able to perform the following:
- DBE participation will not be applicable to this project.
 - Page 3, last four paragraphs have been deleted except the following:
DBE participation will not be applicable to this project. However, all construction documents must be prepared by the Consultant shall comply with the requirements for Federal aid projects as outlined in the Caltrans Local Assistance Procedures Manual (LAPM).

6. Resumes are not included in the page count.
 - Page 9, Section II. Proposal shall be included qualification and experience with maximum of 10 pages. Resumes are not included in the page count.


7. Consultant shall submit one copy of each three separate fee proposals for each project in a sealed envelope.
 - Page 9, Section IV. Due to multiple funding sources, the fee proposals shall be separated into three projects as follows:
 - Garfield Avenue and Imperial Highway Street Improvements, City Project No. 413-ST, Federal Project No. STPL-5257(030); and
 - Firestone Boulevard and Otis Street Improvements City Project No. 496-ST, Federal Project No. HSIPL-5257(032)
 - Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032)

8. Cost effectiveness of delivering the project (20 Points).
 - Page 12. Proposal shall be included cost effectiveness of delivering the project. The selected consultant must have experience in providing recommendations to the City with better ways to save costs during construction. Especially when contractors encountered unforeseen conflicts in construction, the CM/Inspector team would be able to resolve issues responsively and efficiently to minimize impact to the project costs, traffic, and the public.

9. The total construction cost is estimated between \$4 to \$5 million.

END OF ADDENDUM #1

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum Number 1 which shall be attached to the Bid.	
 _____ Signature and Title	5-27-2020 _____ Date



City of South Gate

8650 CALIFORNIA AVENUE, SOUTH GATE, CA 90280-3004 Tel: (323) 357-9657
Fax: (323) 563-9572

DATE: May 21, 2020
TO: Prospective Consultants
FROM: Kenneth Tang, P.E., Senior Civil Engineer *Kenneth Tang*

SUBJECT: ADDENDUM NO. 2
Request for Proposal (RFP) for Construction Management and Inspection Services for the Following Projects:

- **Garfield Avenue and Imperial Highway Street Improvements, City Project No. 413-ST, Federal Project No. STPL-5257(030); and**
- **Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032)**

This addendum consists of one (1) page.

In reference to the subject Project, the following modifications to the RFP shall be included in the proposal:

1. Proposal Requirements:
 - Page 14.
ADD the following sentence at the last sentence of the first paragraph:
Consultant's proposal must be submitted four (4) hard copies and one (1) electronic copy in PDF format on a thumb drive. The hard copies and thumb drive shall be mailed or hand delivered to the City prior to the submission deadline. If submittal to be hand delivered, a drop box will be available outside the entrance door on Dr. Glenn T Seaborg Way.

END OF ADDENDUM #2

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum Number 2 which shall be attached to the Bid.	
<i>Yvette Kiffin</i> _____ Signature and Title	5-27-2020 _____ Date



CITY OF SOUTH GATE
FEE PROPOSAL FOR IMPERIAL HIGHWAY CENTER MEDIAN BETWEEN LOS ANGELES RIVER AND WEST CITY LIMITS
CITY PROJECT NO. 496-ST, FEDERAL PROJECT NO. HSIPL-5257(032)

Prime - Southstar Engineering & Consulting, Inc.

Segment 1 - 150 WORKING DAYS, PRE- CONSTRUCTION, POST CONSTRUCTION, 20-DAY RAINING/DELAY

Overhead Rate: 130.77%
 Fee: 10%

Task #	Labor Classification	Principle-In-Charge/QA Manager	Construction Manager Key	Traffic Engineer	Construction Inspector KEY	Utility Coord./ Backup Inspection	Labor Compliance	Total Hours	Total Cost
	<i>Loaded Billing Rates with Mark-Up (Hourly)</i>	\$ 269.00	\$ 299.00	\$ 159.00	\$ 152.31	\$ 152.31	\$ 126.93		
		Hours	Hours	Hours	Hours	Hours	Hours		
	Task Description								
1	Pre-Construction Services	1.00	20	10	25	8		64	\$ 12,065.23
2	Construction Management		75				40	115	\$ 24,502.20
3	Construction Observation				375	50.00		425	\$ 64,731.75
4	Labor Compliance							0	\$ -
5	Material Testing Services							0	\$ -
6	Surveying							0	\$ -
7	Utility and Outside Agency							0	\$ -
8	Coordination		20					20	\$ 5,180.00
9	Project Closeout		8	3.00	20			31	\$ 5,595.20
C	20-Day Rain Delays		4	3.00	8			15	\$ 2,731.48
	Totals	1.00	127.00	16.00	428.00	58.00	40.00	670	\$ 114,805.86
	Other Direct Cost (ODC)								\$ -
	a. Task 7 - Website								\$ -
	b. Task 7 - Graphics								\$ -
	c. Task 7 - Printing							1,000.00	\$ 1,000.00
	d. Task 7 - Event Planning								\$ -
	Total Direct Cost (ODC)							1,000.00	\$ 1,000.00
	Segment 1: Southstar Engineering & Consulting, Inc.								\$ 115,805.86
	Segment 1: Ninyo & Moore (See Attachment)								\$ 9,644.00
	Segment 1: David Evans & Associates, Inc.								\$ 10,080.00
	Segment 1: RT Engineering & Associates, Inc.								\$ 7,248.80
	TOTAL SEGMENT 1 COST								\$ 142,778.66
	Assumptions								
	SEG 2								\$ 153,035.61
	SEG 3								\$ 132,321.90
	Grand Total								\$ 428,136.17

This not-to-exceed fee is based on 150 working days. Public Works Observer shall be provided for the entire 150 working day period. Additional services needed beyond the contract specified shall require prior approval from the City. NO LUMP SUM FEES WILL BE ACCEPTED.

CITY OF SOUTH GATE
 FEE PROPOSAL FOR GARFIELD AVENUE AND IMPERIAL HIGHWAY STREET IMPROVEMENTS
 CITY PROJECT NO. 413-ST, FEDERAL PROJECT NO. STIPL-5257(030)

Prime - Southstar Engineering & Consulting, Inc.

Overhead Rate: 130.77%
 Fee: 10%

Segment 2 - 150 WORKING DAYS, PRE- CONSTRUCTION, POST CONSTRUCTION, 20-DAY RAINING/DELAY

Task #	Labor Classification	Principle-in-Charge/QA Manager	Construction Manager Key	Traffic Engineer	Construction Inspector KEY	Utility Coord./ Backup Inspection	Labor Compliance	Total Hours	Total Cost
Loaded Billing Rates with Mark-Up (Hourly)		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
1	Pre-Construction Services	1.00	16	20	8			45	\$ 8,811.48
2	Construction Management		60				40	100	\$ 20,617.20
3	Construction Observation		50		375	50.00		475	\$ 77,681.75
4	Labor Compliance							0	\$ -
5	Material Testing Services							0	\$ -
6	Surveying							0	\$ -
7	Utility and Outside Agency				32	20		52	\$ 7,920.12
8	Coordination					5		5	\$ 761.55
9	Project Closeout				25			25	\$ 3,807.75
C	20-Day Raining Delays		8	6	16			30	\$ 5,462.96
	Totals	1	134	26	456	75	40	731	\$ 125,062.81
	Other Direct Cost (ODC)								
	a. Task 7 - Website								\$ -
	b. Task 7 - Graphics								\$ -
	c. Task 7 - Printing								\$ 1,000.00
	d. Task 7 - Event Planning								\$ -
	Total Direct Cost (ODC)							\$ 1,000.00	\$ 1,000.00
	Segment 2: Southstar Engineering & Consulting, Inc.								\$ 126,062.81
	Segment 2: Ninyo & Moore (See Attachment)								\$ 9,644.00
	Segment 2: David Evans & Associates, Inc.								\$ 10,080.00
	Segment 2: RT Engineering & Associates, Inc.								\$ 7,248.80
	TOTAL SEGMENT 2 COST								\$ 153,035.61

Assumptions

This not-to-exceed fee is based on 150 working days. Public Works Observer shall be provided for the entire 150 working day period. Additional services needed beyond the contract specified shall require prior approval from the City. NO LUMP SUM FEES WILL BE ACCEPTED.

CITY OF SOUTH GATE
 FEE PROPOSAL FOR FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS
 CITY PROJECT NO. 496-ST, FEDERAL PROJECT NO. HSIPL-5257(032)

Prime - Southstar Engineering & Consulting, Inc.

Overhead Rate: 130.77%
 Fee: 10%

Segment 3 - 150 WORKING DAYS, PRE- CONSTRUCTION, POST CONSTRUCTION, 20-DAY RAINING/DELAY

Labor Classification	Principle-In-Charge/QA Manager	Construction Manager Key	Traffic Engineer	Construction Inspector KEY	Utility Coord./ Backup Inspection	Labor Complainace	Total Hours	Total Cost
Names	Yvette Kirrin, PE	Amr Abuelhassan, PE, MS, QSD	Shuhui (Steve) Liu, PE	Sergio Topete	Ezzat Kabbara	Ramon Carlos		
Loaded Billing Rates with Mark-Up (Hourly)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task #	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours
1	Pre-Construction Services	1.00	12	12			41	\$ 7,879.72
2	Construction Management		12			40	112	\$ 22,525.20
3	Construction Observation			250	40.00		290	\$ 44,169.90
4	Labor Compliance						0	\$ -
5	Material Testing Services						0	\$ -
6	Surveying						0	\$ -
7	Utility and Outside Agency			32	20		52	\$ 7,920.12
8	Coordination				4		4	\$ 609.24
9	Project Closeout		12				28	\$ 6,052.00
C	20-Day Raining Delays		4	16			28	\$ 5,144.96
C	20-Day Special Request		4	16			28	\$ 5,144.96
	Totals	1	44	326	64	40	583	\$ 99,715.10
	Other Direct Cost (ODC)							
	a. Task 7 - Website							\$ -
	b. Task 7 - Graphics							\$ -
	c. Task 7 - Printing							\$ 1,000.00
	d. Task 7 - Event Planning							\$ -
	Total Direct Cost (ODC)							\$ 1,000.00
	Total Segment 3 Cost							\$ 100,715.10
	Segment 3: Southstar Engineering & Consulting, Inc.							\$ 100,715.10
	Segment 3: Ninyo & Moore (including ODC's) (see attachment)							\$ 17,914.00
	Segment 3: David Evans & Associates, Inc. (including ODC's)							\$ 6,444.00
	Segment 3: RT Engineering & Associates, Inc.							\$ 7,248.80
	TOTAL SEGMENT 3 COST							\$ 132,321.90

Assumptions

This not-to-exceed fee is based on 150 working days. Public Works Observer shall be provided for the entire 150 working day period. Additional services needed beyond the contract specified shall require prior approval from the City. NO LUMP SUM FEES WILL BE ACCEPTED.

CITY OF SOUTH GATE
 FEE PROPOSAL FOR FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT
 CITY PROJECT NO. 476-TRF

Subconsultant - David Evans & Associates, Inc. TASK 4, 6

Overhead Rate: 175.29%

Markup: 10%

280 WORKING DAYS, PRE- CONSTRUCTION, POST CONSTRUCTION AND 20-DAY RAINING/DELAY

Labor Classification		Survey Task Lead	Project Surveyor	Survey Coordinator	2-Man Crew	Total Hours	Total Cost
Names		Robert D. Vasquez, PLS	Jerry C. Woodrow, PLS, CFedS	To Be Determined	To Be Determined		
Loaded Billing Rates with Mark-Up (Hourly)	Hours	\$ 225.00	\$ 170.00	\$ 105.00	\$ 300.00		
SEGMENT 1							
Task #	Task Description						
A	QA SURVEY FOR IMPERIAL HIGHWAY CENTER MEDIAN BETWEEN LOS ANGELES RIVER AND WEST CITY LIMITS	3	18	3	18	42	\$ 9,450.00
SEGMENT 2							
A	QA SURVEY FOR GARFIELD AVENUE AND IMPERIAL HIGHWAY STREET IMPROVEMENTS	3	18	3	18	42	\$ 9,450.00
SEGMENT 3							
A	QA SURVEY FOR FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS	3	6	3	6	18	\$ 3,810.00
Sub-Total All Segments		9.00	42.00	9.00	42.00	102	\$ 22,710.00
Other Direct Cost (ODC)							
a. Mileage							
Total							\$ 460.00
Total							\$ 23,170.00

Assumptions

This not-to-exceed fee is based on 150 working days. Public Works Observer shall be provided for the entire 150 working day period. Additional services needed beyond the contract specified shall require prior approval from the City. NO LUMP SUM FEES WILL BE ACCEPTED. Assume two weeks total preconstruction Assume three weeks total Post Construction

CITY OF SOUTH GATE

CITY PROJECT NO. 476-TRF

Subconsultant - Ninyo & Moore TASK 5

Overhead Rate: 133.00%

Fee: 10%

150 WORKING DAYS, PRE- CONSTRUCTION, POST CONSTRUCTION AND 20-DAY RAINING/DELAY

Labor Classification		Geotechnical Project Manager	Field Operations Manager	Total Hours	Total Cost
Names		Garreth Saiki, PE, CEG	Andy Rodriguez		
Loaded Billing Rates with Mark-Up (Hourly)		Hours	Hours	Hours	Cost
		\$ 173.00	\$ 118.00		
SEGMENT 1					
Task #	Task Description	Hours	Hours	Hours	Cost
A	Material Testing	8.00	70.00	78.00	9644.00
C	20-Day	0.00	0.00	0.00	0.00
Segment 1 Subtotals		8.00	70.00	78.00	9644.00
SEGMENT 2					
A	Material Testing	8.00	70.00	78.00	9644.00
C	20-Day	0.00	0.00	0.00	0.00
Segment 2 Subtotals		8.00	70.00	78.00	9644.00
SEGMENT 3					
A	Material Testing	8.00	70.00	78.00	9644.00
C	20-Day	0.00	0.00	0.00	0.00
Segment 3 Subtotals		8.00	70.00	78.00	9644.00
Sub-Total			210.00	234.00	28932.00
Other Direct Cost (ODC)					
a. Laboratory Testing					\$ 8,270.00
b. Vehicle and Equipment					\$ -
TOTAL PROJECT COST					\$ 37,202.00

Assumptions

This not-to-exceed fee is based on 150 working days. Public Works Observer shall be provided for the entire 150 working day period. Additional services needed beyond the contract specified shall require prior approval from the City. NO LUMP SUM FEES WILL BE ACCEPTED. Assume two weeks total preconstruction Assume three weeks total Post Construction

CITY OF SOUTH GATE
 FEE PROPOSAL FOR FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT
 CITY PROJECT NO. 478-TRF

Subconsultant - RT Engineering & Associates, Inc.

Overhead Rate: 142.91%
 Fee: 10%

280 WORKING DAYS, PRE-CONSTRUCTION, POST CONSTRUCTION AND 20-DAY RAINING/DELAY

Task #	Task Description	Hours	Electrical Inspector	Scheduler	Office Engineer/Labor Compliance	Public Outreach (Support)	Total Hours	Total Cost
	SEGMENT 1							
	<i>Loaded Billing Rates with Mark-Up (Hourly)</i>							
		Hours	Hours	Hours	Hours	Hours	Hours	
	Names							
			Cory Wattenbarger	Regina Talamantes, PE	Abel Moreno	Eliza Barrientos		
		Hours	Hours	Hours	Hours	Hours	Hours	
		\$	\$	\$	\$	\$	\$	
		138.07	165.75	97.29	95.25			
1	Pre-construction services					0	0	\$
2	Construction Management			8			8	\$ 1,326.00
3	Construction Observation	40					40	\$ 5,927.80
4	Labor compliance						0	\$
5	Material Testing Services						0	\$
6	Surveying						0	\$
7	Utility and Outside Agency Coordination						0	\$
8	Project Closeout						0	\$
	SUBTOTAL SEGMENT 1	40		8	0	0	48	\$ 7,248.80
	SEGMENT 2							
	<i>Task Description</i>							
1	Pre-construction services						0	\$
2	Construction Management			8			8	\$ 1,326.00
3	Construction Observation	40					40	\$ 5,927.80
4	Labor compliance						0	\$
5	Material Testing Services						0	\$
6	Surveying						0	\$
7	Utility and Outside Agency Coordination						0	\$
8	Project Closeout						0	\$
	SUBTOTAL SEGMENT 2	40		8	0	0	48	\$ 7,248.80
	SEGMENT 3							
	<i>Task Description</i>							
1	Pre-construction services						0	\$
2	Construction Management			8			8	\$ 1,326.00
3	Construction Observation	40					40	\$ 5,927.80
4	Labor compliance						0	\$
5	Material Testing Services						0	\$
6	Surveying						0	\$
7	Utility and Outside Agency Coordination						0	\$
8	Project Closeout						0	\$
	SUBTOTAL SEGMENT 3	40		8	0	0	48	\$ 7,248.80
	TOTAL						144	\$ 21,746.40
	Other Direct Cost (ODC)							

Assumptions:
 This not-to-exceed fee is based on 150 working days. Public Works Observer shall be provided for the entire 150 working day period.
 Additional services needed beyond the contract specified shall require prior approval from the City. NO LUMP SUM FEES WILL BE ACCEPTED.

**Garfield Ave/Imperial Hwy and Firestone
Blvd/Otis St Project
City Project No. 413-ST & 496-ST
Consultant Evaluations**

Proposal Evaluation

Firm Name	Rank
Z&K Consultants, Inc.	1
FCG Consultants, Inc.	2
SouthStar Engineering, Inc.	3
LAE Associates, Inc.	4
Ardurra Group, Inc.	5
Interwest Consulting Group, Inc.	6
Onward Engineering, Inc.	7

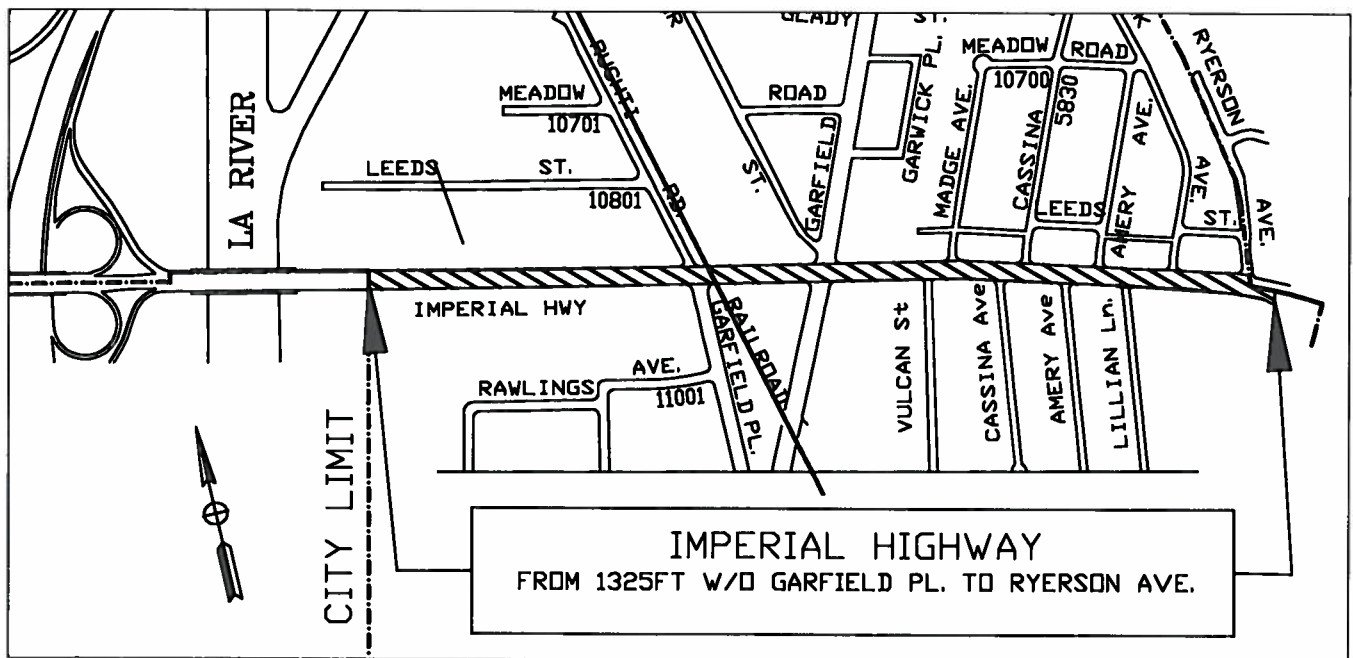
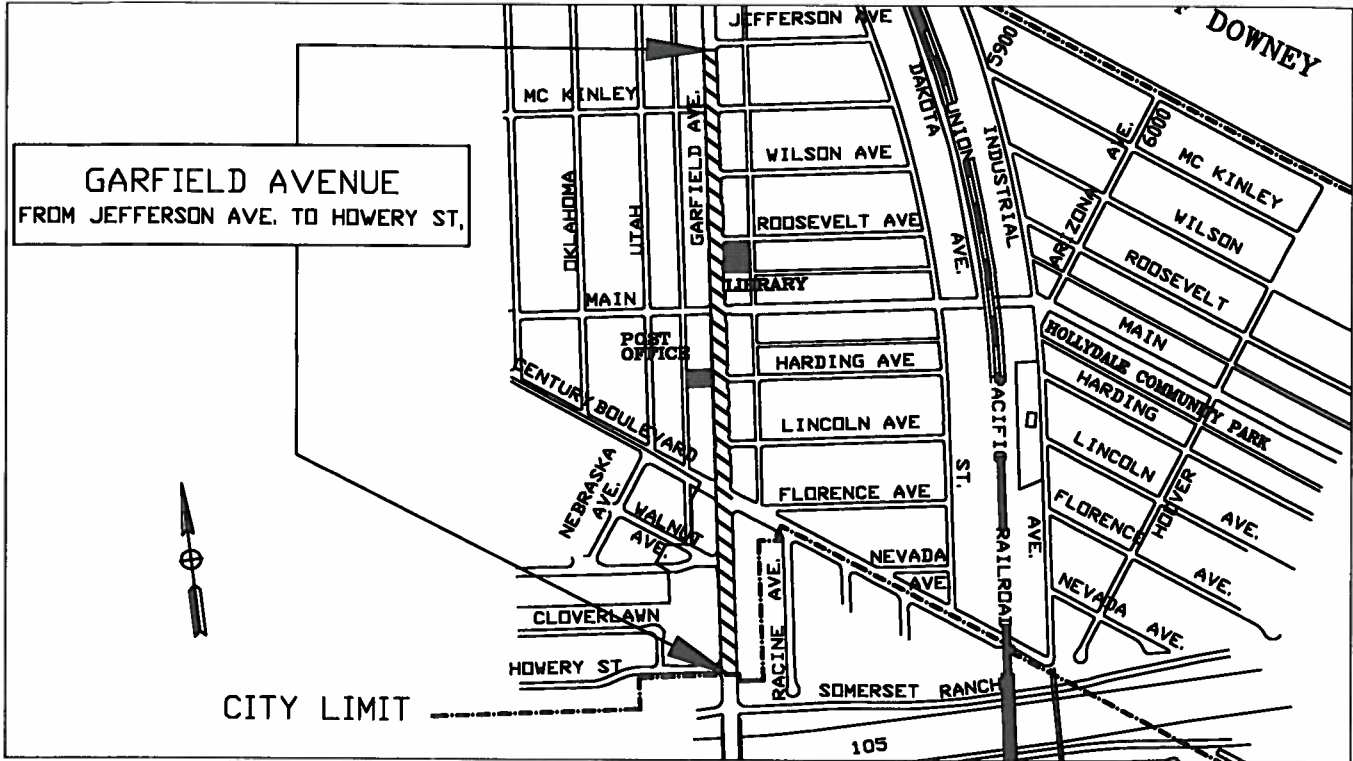
Interview Evaluation

Firm Name	Rank
SouthStar Engineering, Inc.	1
FCG Consultants, Inc.	2
Z&K Consultants, Inc.	3

Final Ranking

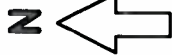
Firm Name	Rank
SouthStar Engineering, Inc.	1
FCG Consultants, Inc.	2
Z&K Consultants, Inc.	3

CITY OF SOUTH GATE



LOCATION MAP

FIRESTONE BLVD./OTIS ST. IMPROVEMENTS PROJECT



SAN VINCENTE AVE.

FIRESTONE BLVD.

RIGHT OF WAY

EXISTING MEDIAN

PROPOSED LOADING ZONE

PROPOSED SIDEWALK

PROPOSED RIGHT-TURN LANE

RIGHT OF WAY

OTIS ST.

SOUTH GATE MIDDLE SCHOOL

SCOPE OF WORK

- CONSTRUCT A STUDENT LOADING ZONE
- CONSTRUCT RIGHT-TURN LANE
- RECONSTRUCT CURB RAMP
- MODIFY TRAFFIC SIGNAL TO ADD LEFT TURN PHASING (NB)
- SIGNING AND STRIPING

ATTACHMENT D - FISCAL IMPACT

	City Project No. 413-ST, STPL 5257(030) Account No. 311-790-31-9433						City Project No. 496-ST, HSIPL-5257(32) Account No. 311-790-31-9457						Total
	STPL Funds	SB 1 Funds	Prop C Funds	Prop C Funds	Water Funds	HSIPL Funds	Metro, Measure R	Prop C Funds	Prop C Funds	Gas Tax	Total		
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$			
Project Design Phase	\$ 2,278,821	\$ 500,000	\$ 1,960,000	\$ 1,070,000	\$ 100,000	\$ 887,400	\$ 2,156,250	\$ 1,020,000	\$ 4,676	\$ 9,977,147			
Construction Contract	\$ 2,278,821	\$ 34,697	\$ 606,822	\$ 45,510	\$ 100,000	\$ 151,083	\$ 1,145,938	\$ 303,338	\$ 4,676	\$ 1,100,616			
Construction Contingency*		\$ 465,303	\$ 1,353,178	\$ 424,281		\$ 537,510	\$ 124,285	\$ 531,910		\$ 6,458,170			
Const. Management & Inspection				\$ 153,035				\$ 97,250		\$ 645,816			
Const. Management Contingency*				\$ 15,304			\$ 242,222	\$ 32,879		\$ 428,136			
Staff Time*				\$ 118,471		\$ 61,427	\$ 14,278	\$ 13,232		\$ 42,814			
Construction Support*				\$ 36,943			\$ 18,750	\$ 22,560		\$ 221,208			
Total	\$ 2,278,821	\$ 500,000	\$ 1,960,000	\$ 793,544	\$ 100,000	\$ 750,020	\$ 1,545,473	\$ 1,020,000	\$ 4,676	\$ 8,952,534			
Remaining Balance:	\$ -	\$ -	\$ -	\$ 276,456	\$ -	\$ 137,380	\$ 610,777	\$ -	\$ -	\$ 1,024,613			
Total Project Cost:				\$5,908,821			\$4,068,326						

*included 10% Contingency

RECEIVED

City of South Gate

Item No. 13

CITY COUNCIL

JUL 9 - 2020

AGENDA BILL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:20pm

For the Regular Meeting of: July 14, 2020

Originating Department: Public Works

Department Director: _____

[Signature]
Arturo Cervantes

City Manager: _____

[Signature]
Michael Flad

SUBJECT: AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR TRAFFIC ENGINEERING SERVICES

PURPOSE: To secure a consultant for traffic engineering and staff augmentation services, as necessary to add a traffic engineer to the Engineering Division one day a week, and to provide as-needed traffic engineering services to meet the demand of service when it is high. The proposed agreement is for a two-year term with an option of a one-year extension.

RECOMMENDED ACTION:

- a. Approve Agreement with Kimley-Horn and Associates, Inc., to provide traffic engineering and staff augmentation services for a two-year term with an option for a one-year extension, for an annual amount not to exceed \$105,000; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

AS/10/20

FISCAL IMPACT: There is no impact to the General Fund. The proposed Agreement is for an amount not to exceed \$210,000, or \$105,000 annually. It will be funded as summarized below. Measure R Funds are budgeted annually in the Fiscal Year 2020/21 Budget under Account No. 224-780-31-6101 (Professional Services). Development Deposits and Fees and Encroachment Permit Fees provide monies to pay for consultant services that is temporarily held in Account Nos. 100-4305, and 100-4340, respectively. These monies will partially fund the contract as noted below.

Agreement	Measure R	Development Funds	Encroachment Permit Funds	Total
Fiscal Year 2020/2021	\$75,000	\$15,000	\$15,000	\$105,000
Fiscal Year 2021/2022	\$75,000	\$15,000	\$15,000	\$105,000
Total	\$150,000	\$30,000	\$30,000	\$210,000

ANALYSIS: On September 12, 2017, the City Council approved the reclassification of the Senior Traffic Engineer position to the City Traffic Engineer position as a strategy to expand the roles and responsibilities for the position. The City Traffic Engineer now oversees project management, engineers and the Public Works counter operations, in addition to performing traffic engineering functions. To offset the impact, the Public Works Department (Department) budgeted \$75,000 for as-needed staff augmentation for traffic engineering and support. The budget was to fund 10 hours of weekly service by a qualified Traffic Engineer. The Traffic Engineer would support traffic service requests, Capital Improvement Program project reviews, development reviews, encroachment permit reviews and other functions requiring traffic engineering review. In addition, the Department is recommending \$30,000 for as-needed traffic engineering services. The demand for development reviews and encroachment permit reviews fluctuate. When demand is high, the additional budget would provide the resources to complete the necessary reviews, in a timely fashions to avoid delays.

The service will be provided based on need on an hourly rate.

BACKGROUND: The City operates an extensive roadway network that provides the general public access to local and regional destinations. With approximately 125 miles of roadway, millions of vehicle trips are experienced in the City annually. The General Plan, Mobility Element has several goals for the roadway network such as reducing traffic congestion, improving mobility, safety, and improving transit as well as the bike network. The Public Works Department has a primary duty in accomplishing these goals. In addition to that, the Department is further responsible for the planning, design, construction, operation and maintenance of the roadways network. The Engineering Division utilizes traffic engineers to meet its responsibility to the roadway network, for technical expertise and to meet Federal, State and local laws. As such, the City is in need of a traffic engineering consultant to support the Engineering Division in the management of the roadway network. Kimley-Horn and Associates, Inc., is recommended for the contract.

This recommendation is pursuant to a competitive selection process. A request for qualifications (RFQ) was released on February 10, 2020, to seven consulting firms. On March 5, 2020, proposals were submitted by two firms. A panel comprised of City staff interviewed and ranked the consultants as a part of the selection process. The panel included the City Traffic Engineer, Senior Engineer, and Electrical/General Maintenance Superintendent. This qualification-based selection process weighed a number of factors such as, project manager experience, engineering team qualifications, experience on similar services, knowledge of City codes and procedures. Based on the ranking criteria, Kimley-Horn and Associates, Inc., received the highest overall ranking from the panel.

Kimley-Horn and Associates, Inc., offers a qualified Traffic Engineer. He is a licensed Professional Engineer registered in the State of California. He has a Master's Degree in Transportation Engineering and three years of municipal experience. His expertise includes traffic signal operations and design, Intelligent Transportation System (ITS) design, crash data analysis, and traffic impact analysis. He is familiar with City standards, CIP programs, Engineering Division processes, and the City's infrastructure.

The Traffic Engineer is supported by Kimley-Horn and Associates, Inc., who has been in business for 53 years. They have staff with technical expertise in the traffic engineering field. The company has municipal engineering experience. They provide a "One-Stop Shop" approach that offers a range of traffic engineering services in-house such as traffic system design services, plan check services, and inspection for traffic related projects.

ATTACHMENT: Proposed Agreement

GD:lc

**AGREEMENT FOR PROFESSIONAL SERVICES FOR TRAFFIC
ENGINEERING AND STAFF AUGMENTATION SERVICES BETWEEN THE
CITY OF SOUTH GATE AND KIMLEY-HORN AND ASSOCIATES, INC.**

This Agreement for Professional Services for traffic engineering and staff augmentation services ("Agreement"), is made and entered into on July 14, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Kimley-Horn and Associates, Inc., North Carolina, Corporation Number C0168406 ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain Consultant to perform Professional Services for traffic engineering and staff augmentation services, as provided herein; and

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform Professional Services described in the Proposal attached hereto as Exhibit "A."

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PARTIES TO THE AGREEMENT.

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: Kimley-Horn and Associates, Inc.
660 South Figueroa Street, Suite 2050
Los Angeles, CA 90017

2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the City shall be:

Arturo Cervantes, P.E.
Assistant City Manager / Director of Public Works
Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

- B. The principal representative of the Consultant shall be:

Sri Chakravarthy, P.E., T.E.
Principal-in-Charge
Kimley-Horn and Associates, Inc.
660 South Figueroa Street, Suite 2050
Los Angeles, CA 90017

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.
- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. SCOPE OF WORK.

The City hereby engages Consultant, and the Consultant accepts such engagement, to perform the Professional Services ("Work") identified on Exhibit "A" hereto. The locations at which such Work is to be performed ("City Facilities") are also identified on Exhibit "A" hereto. The Work shall include all the terms and conditions of Consultant's proposal dated March 5, 2020 ("Proposal"), which shall be attached as part of Exhibit "A" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

4. DATA PROVIDED TO CONSULTANT.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in Exhibit "A".

5. INDEPENDENT CONSULTANT.

This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.

- A. Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of

Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees, are in any manner employees of City, it being directly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

6. INDEMNIFICATION OF CALPERS DETERMINATION.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under the Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

7. CONSULTANT'S PERSONNEL.

- A. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- C. Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- D. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

8. COMPENSATION.

- A. The total amount of this Agreement shall not exceed the sum of **Two Hundred Ten Thousand Dollars (\$210,000)**. City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager. Consultant's fees and charges for the work and

services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within forty-five (45) days from date of receipt by Director of Public Works.

- B. Consultant shall be required to attend meetings as necessary in the delivery of the projects. Travel time between the Consultant's office and the meeting location shall not be billable; however, mileage will be. Consultant may request an exemption on a case by case basis, which shall be subject to City approval.

9. INDEMNITY AND INSURANCE.

- A. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

- B. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

- (a) Workers' Compensation and Employer's Liability

- Workers' Compensation-coverage as required by law.

- Employer's Liability-limits of at least \$1,000,000 per occurrence.

- (b) Comprehensive General Liability

- Combined Single Limit-\$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

- (2) Policies providing for bodily injury and property damage coverage shall contain the following:
 - (a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
 - (b) "Severability of Interest" clause.
 - (c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 9.A.
- (3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.
- (4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.
- (5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

10. TERMINATION FOR CONVENIENCE.

The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

11. TERMINATION FOR CAUSE.

A. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

- (1) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
 - (2) If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 11, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- C. If this Agreement is terminated as provided above in paragraph A, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- D. If, after notice of termination of the Agreement under the provisions of this Section 11, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

- A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that all employment practices,

including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

13. CONSULTANT'S WARRANTIES AND REPRESENTATIONS.

Consultant warrants and represents to the City as follows:

- A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.
- B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.
- C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.
- D. Upon execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

14. SUBCONTRACTING, DELEGATION AND ASSIGNMENT.

- A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Public Works; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:
 - (1) The amount involved, together with Consultant's analysis of such cost or price.
 - (2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.
- B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegee and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

15. OWNERSHIP OF DOCUMENTS.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

16. ENTIRE AGREEMENT AND AMENDMENTS.

- A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.
- B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
- C. Consultant acknowledges and agrees that it has consulted with an attorney, or has knowingly foregone the opportunity to do so and executes this Agreement knowingly and voluntarily.

17. RESOLUTION OF DISPUTES.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator; however, in the event of a lack of agreement between the parties, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration fee.

18. SEVERABILITY.

If any provision of this agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

19. EXHIBIT.

The following exhibits to which reference is made in this Agreement is deemed incorporated herein in their entirety:

Exhibit "A" Proposal dated March 5, 2020.

Exhibit "B" Fee Schedule.

20. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles.

21. EFFECTIVE DATE.

The effective date of this Agreement is July 14, 2020, and shall remain in effect through and including July 14, 2022, with an option of a one-year extension, unless terminated otherwise in accordance with the terms of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

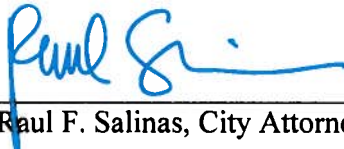
By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

KIMLEY-HORN AND ASSOCIATES, INC.:

By: _____
Sri Chakravarthy, P.E., T.E.
Principal- In-Charge

Dated: _____

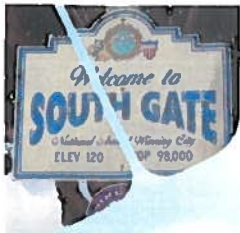


PROPOSAL FOR

**AS-NEEDED STAFF
AUGMENTATION SERVICES -
TRAFFIC ENGINEERING**



PREPARED BY
Kimley » Horn



I. COVER LETTER

March 5, 2020

City Clerk's Office
Attn: Arturo Cervantes, P.E.
Assistant City Manager/Director of Public Works
City of South Gate
8650 California Avenue
South Gate, CA 90280

660 South Figueroa Street
Suite 2050
Los Angeles, CA
90017
213 261 4040

RE: Request for Proposals (RFP) For As-Needed Staff Augmentation Services – Traffic Engineering

Dear Mr. Cervantes and Members of the Selection Committee:

The City of South Gate (City) is seeking a qualified, experienced consultant to provide as-needed staff augmentation services related to traffic engineering for the Public Works Department. Kimley-Horn's traffic engineering expertise and experienced project team makes us your ideal project team. Specifically, Kimley-Horn is able to offer the City the following advantages:

- ✓ **Proven Project Management and Local Expertise.** Kimley-Horn has a history of developing strong, effective partnerships with local agencies. These partnerships are based firmly on our understanding of the responsibilities our clients have to their constituents, combined with our commitment to working closely with our clients to identify practical and cost-efficient solutions. I, Sowmya Chandrasekhar, P.E., T.E., PTOE, will serve as the Project Manager and primary contact for the scope of services requested in the subject RFP. I have more than 12 years of experience in traffic engineering and transportation planning working on a range of projects for various agencies.
- ✓ **Extensive Relevant Experience.** Our staff has extensive experience providing similar as-needed traffic engineering services in Southern California. I have staffed the City of Buena Park as the on-call City Traffic Engineer once a week for a period of over 3 years. The Principal-in-Charge for this proposal, Sri Chakravarthy, P.E., T.E., has served as the on-call City Traffic Engineer for the City of Agoura Hills for over 13 years.
- ✓ **Thorough Understanding of the City's Project Challenges and Concerns.** We know traffic and parking studies, special studies, traffic design, traffic systems, signal timing, smart computing technologies, active transportation, reconstruction, how to work with contractors and communities, and how to minimize impacts to the residents, businesses, and the traveling public.
- ✓ **Responsiveness.** At Kimley-Horn, we believe in a strong commitment to client satisfaction. Our success has been built on a foundation of providing not only technical excellence, but also timely service and practical, money-saving solutions. We have developed strong relationships with various agency staff by working closely together throughout many years of providing our clients with quality service. Our responsiveness demonstrates that we have the professional resources to handle any assignment under this on-call, and our staff will be available throughout the duration of this contract.

We look forward to the prospect of working with the City. If you have any questions, please contact me at 213.354.9400 or at sowmya.chandrasekhar@kimley-horn.com. Thank you for your consideration of our qualifications.

Sincerely,
Kimley-Horn and Associates, Inc.

Sowmya Chandrasekhar, P.E., T.E., PTOE
Project Manager

Sri Chakravarthy, P.E., T.E.
Principal-in-Charge



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III. QUALIFICATION AND EXPERIENCE

Firm Overview

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing a comprehensive range of services to public and private clients throughout the United States. Founded in 1967, our company has grown from a small group of traffic engineers and transportation planners to a multidisciplinary firm of more than 4,200 in 90 offices nationwide.

Our 12 California offices, including local offices in Downtown Los Angeles, Orange, and Riverside, have more than 330 engineers, planners, designers, and technicians—affording us the depth of resources necessary to staff and execute virtually any assignment in response to the City's needs for this contract. We provide our clients with the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm could offer.

As a recognized nationwide leader in engineering consulting services, Kimley-Horn's professionals understand the complexities of as-needed and on-call assignments and develop solutions unique to each community we serve. We have an extensive history of completing projects successfully, on time, and within budget.

Kimley-Horn will commit the necessary resources to help support the success of each project assignment that is outlined in the scope of services. We will do this through proactive project management and continuous contact between City of South Gate staff and our team members. We have the tools that tell us exactly how and when to implement these resources.

Combining national experience with a local sensibility, Kimley-Horn's professionals provide comprehensive solutions to the planning, analysis, and design of public and private spaces. We work extensively with our internal partners, agency staff, and clients to create the appropriate technical approach for the specific task order and to provide a clear and concise scope of work.

Some of our principal practice areas include:

- Staff Augmentation
- Traffic engineering, traffic operations, and Transportation planning
- Traffic signal design and upgrades
- Traffic studies/traffic calming studies
- Traffic control plans
- Signing and striping design
- Review of Traffic Control Devices
- Signal timing
- Street circulation planning and design
- Street lighting
- Lighting photometrics analysis
- Intelligent Transportation Systems (ITS) planning, design, and fiber optic interconnect
- Active Transportation Planning and Design
- Smart Cities / Smart Computing Technologies
- Parking analysis, studies, and design
- Civil engineering design services
- Roadway design/streetscape/improvement/upgrades
- Transit planning and design
- Plan check services
- Master planning
- Public involvement and community outreach programs
- Safe routes to school design projects
- Pedestrian facilities and design
- Bicycle planning and design
- Environmental support services, including CEQA and NEPA
- Peer review and plan review
- Grant writing and administration





We Know What it Means to Perform Work "As-Needed"

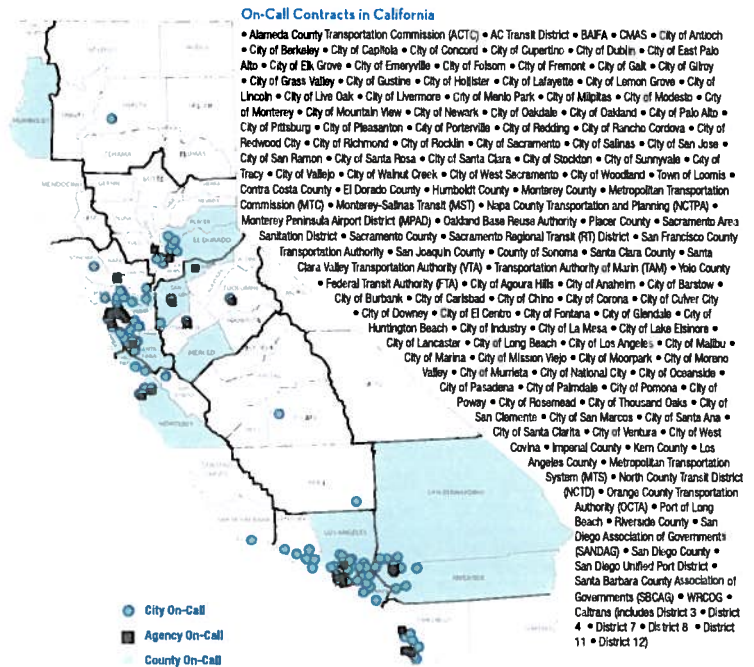
Kimley-Horn understands what it means to provide services on an as-needed basis for a local government. Kimley-Horn has experience providing on-call services to the cities of Agoura Hills, Diamond Bar, Malibu, Thousand Oaks, and many other cities and agencies. Since our founding, on-call clients have been a top priority in which we aim to serve as an extension of City staff.

The City needs a consultant with the experience and commitment to deliver highly responsive service—Kimley-Horn has been doing just that since the firm was founded over 53 years ago. Our experience completing on-call civil and traffic engineering tasks has afforded our team an in-depth understanding of typical considerations that help meet project goals and promote success. We have successfully provided services to a number of California municipalities through on-call contracts, as illustrated in the map below.

Local On-Call Traffic Engineering Contracts

Below is a list of our most recent and current traffic on-call contracts in Southern California.

- Culver City
• Anaheim
• Industry
• Santa Monica
• Orange Country Transportation Authority
• Diamond Bar
• Chino
• Newport Beach
• Malibu
• Santa Clarita
• Agoura Hills
• Thousand Oaks
• Moreno Valley
• Menifee
• Ventura
• Lancaster





Relevant Experience

Kimley-Horn was founded by experts in traffic engineering and transportation planning, and these disciplines continue to be the cornerstone of our practice. Our range of services covers urban and regional transportation planning, traffic signal warrant studies, traffic signal systems design and implementation, signal coordination and timing, traffic impact analyses, and seeking innovative programs to obtain financing for transportation improvements.

Because traffic engineering and transportation planning have been mainstays of Kimley-Horn's practice for over 50 years, the City of South Gate can be assured that we have the experienced professionals and resources to meet the City's needs. Some of our current and recently completed as-needed and on-call contracts are listed below:

PROJECT	PS&E	Traffic Studies	Signal Timing	Signal Coordination Plans	Conceptual Design Plans/Exhibits	Cost Estimating and Value Engineering Services	Transportation Impact Studies	Traffic Review	Traffic Calming (Neighborhood) studies	Traffic Control Plans	Bid Support	Record Drawings Prepared	Warrant Investigations for signals and turn lanes	Safety Studies	Traffic Data Collection	Traffic signal operation observation, review, and response	Traffic Signal Improvements	Review traffic control devices for State and Federal Compliance	Signing and Striping	Street Lighting	ITS Planning and Design	Active Transportation Improvements
On-Call Traffic Engineering, Newport Beach	✓	✓			✓	✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Call Traffic Engineering, Anaheim	✓	✓					✓	✓					✓		✓				✓			✓
On-Call Traffic Plan Check Services, Anaheim		✓					✓	✓		✓												
On-Call Engineering Services, Santa Ana	✓	✓			✓	✓				✓			✓		✓		✓	✓	✓	✓	✓	✓
On-Call Traffic Engineering, Port of Long Beach	✓	✓	✓	✓	✓	✓					✓	✓	✓	✓	✓		✓		✓	✓	✓	
On-Call Traffic Engineering, OCTA	✓		✓	✓	✓	✓					✓	✓			✓	✓	✓		✓		✓	
On-Call Engineering Services, Malibu	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Call Engineering Services, Agoura Hills	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Call Traffic Engineering, County of Los Angeles	✓	✓	✓	✓	✓	✓					✓	✓	✓	✓	✓		✓		✓	✓	✓	
On-Call Engineering Services, City of Industry	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
On-Call Engineering Service, West Covina	✓	✓			✓	✓					✓	✓			✓	✓	✓		✓		✓	
On-Call Engineering Services, Burbank	✓	✓	✓		✓	✓					✓	✓	✓	✓	✓		✓		✓	✓		
On-Call Traffic Engineering, Calabasas	✓	✓			✓	✓					✓	✓			✓		✓		✓			
Baseline Timing Project, Rancho Cucamonga	✓	✓	✓	✓	✓	✓					✓	✓	✓	✓	✓		✓		✓			
On-Call Engineering Services, Santa Clarita	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓
On-Call Engineering, Glendale	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓		✓	✓	✓	✓
On-Call Engineering Services, Palmdale		✓											✓		✓		✓		✓	✓		
On-Call Engineering Services, Chino	✓	✓	✓		✓	✓					✓	✓	✓	✓	✓		✓		✓	✓		
On-Call Engineering, Caltrans District 7 and 8	✓				✓	✓						✓					✓		✓			
On-Call Traffic Engineering, Moorpark		✓	✓												✓							
On-Call Traffic Engineering, Poway	✓	✓	✓	✓	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Call Traffic Engineering Services, Riverside County	✓	✓			✓	✓					✓	✓	✓	✓	✓		✓		✓	✓		
As-Needed Traffic Engineering and Transportation Planning Service, Thousand Oaks	✓	✓			✓	✓		✓			✓	✓	✓	✓	✓		✓		✓			





References

Kimley-Horn understands that real collaboration requires far more than a partnership—it also means earning trust by living up to our promises day in and day out. Our clients consistently tell us that Kimley-Horn provides a better experience. That's the truth behind our reputation—with Kimley-Horn, you can expect more and experience better. We are proud of the projects we have worked on and the relationships we have built with our clients. We hope that you will reach out to them. Below we have provided 3 references for our proposed team as a whole, as well as 2 personal references for our proposed Project Manager, Sowmya Chandrasekhar.

Sowmya's References

On-Call Transportation Engineering Service, Buena Park, CA

Sowmya served as the on-call traffic engineer for the City of Buena Park. In this capacity, she supported City Staff in the completion of all transportation engineering functions within the City's Public Works Department, including support in the review of new development plans, the completion of new traffic signal installations or signal upgrades, and the response to citizen inquiries regarding traffic safety conditions. As a part of this assignment, Sowmya supported a complete review of the City's current Engineering and Traffic Study which established speed limits citywide and led an application for the Caltrans Active Transportation Plan (ATP) Cycle 3 call for projects for a Safe Routes to School (SR2TS) project. The grant application was selected by the OCTA for funding via the County's Measure M sales tax measure.

Reference: Nabil S. Henein, Director of Public Works/City Engineer, City of Buena Park, 6650 Beach Blvd, Buena Park, CA 90621
714.562.3670, nhenein@buenapark.com

On-Call Professional Engineering Services, Thousand Oaks, CA

Sowmya served as the project manager for one of the task orders, Thousand Oaks Boulevard Short Corridor Pedestrian Study, under the On-Call Professional Engineering Services for the City of Thousand Oaks. Sowmya prepared a pedestrian safety study, including community outreach, along Thousand Oaks Boulevard in the City of Thousand Oaks, between Conejo School Road and Skyline Drive. This study included an examination of policy, planning, and legal documents pertaining to the redevelopment of Downtown Thousand Oaks and Thousand Oaks Boulevard, as well as review of relevant literature on traffic calming and engineering of pedestrian environments. As part of the project, she evaluated historical collision data along the segment in order to develop countermeasures. Using traffic (vehicle/bicycle/pedestrian) count, yield compliance at crosswalks, and speed data collected, she developed improvements that could enhance pedestrian safety, such as new modified crosswalk and traffic calming measures. Conceptual plans (engineering drawings) and cost estimates for the recommended improvements were developed through the process as well. Ultimately, the City of Thousand Oaks pursued Highway Safety Improvement Program (HSIP) funds utilizing the data, analysis results, and recommendations developed and presented in a technical report upon completion of this study. The City was granted funding as part of Caltrans HSIP Cycle 9 for relocation and consolidation of crosswalks based on the study. In addition to the technical analysis, she engaged in public outreach to gain feedback from community stakeholders.

Reference: Kathy Naoum, Transportation Planner, City of Thousand Oaks, 2100 Thousand Oaks Blvd, Thousand Oaks, CA 91362
805.449.2416, KNaoum@toaks.org

Griffith Observatory Design Services, City of Los Angeles, CA

Sowmya led the evaluation of vehicle, shuttle bus, bicycle, and pedestrian circulation conditions within Griffith Park in the City of Los Angeles, as part of a study to mitigate traffic congestion and improve multimodal accessibility while protecting the natural environment and urban wilderness identity. Based on the data and analysis, as well as coordination with the Department of Recreation and Parks, recommended circulation and parking improvements near the Griffith Observatory and along surrounding roads. In addition, Sowmya prepared conceptual and final design plans for intersection and parking improvements for multiple alternatives. Recommended lane configurations and widths, parking stall angles and lengths, pedestrian crossings, and bike lanes were included within the conceptual plans in each alternative and final design plans.

Reference: Mark Pine, Deputy Director, Griffith Observatory, 2800 East Observatory Road, Los Angeles, CA 90027, 213.473.0822





Kimley-Horn Team References

On-Call General Engineering Services, Agoura Hills, CA

Kimley-Horn provides on-call traffic engineering and plan checking services for the City of Agoura Hills for as-needed traffic operations analysis and services. Among the projects Kimley-Horn has undertaken for the City under this on-call contract is the completion of PS&E for the installation of a fiber optic traffic signal and video detection communication system for the City. This project involved the interconnect of approximately 20 signalized intersections, and installation of video detection. Also included in this project was the development of citywide traffic signal timing plans for the coordination of a network of 20 signals using Synchro software. The project also included travel time studies, implementing timing plans, fine-tuning of timings, and preparing the final report. Also as part of the on-call contract, Kimley-Horn successfully completed a citywide engineering and traffic survey at 25 locations on nine arterials and collector streets. The project included collection of radar speed survey and Average Daily Traffic (ADT) data at 25 locations and review of existing accident rate summary data to recommend new posted speed limits. The speed survey report was presented to the City Council and was adopted in October 2011.

- Reference: Ramiro Adeva, P.E., Community Development Director, City of Agoura Hills, 30101 Agoura Ct, Agoura Hills, 91301 818.597.7353, radeva@ci.agoura-hills.ca.us

On-Call Traffic Engineering Services, Malibu, CA

Kimley-Horn provides on-call traffic engineering services to the City of Malibu for the last six years. Services under this contract included conducting engineering and traffic surveys; performing review of traffic control plans, traffic impact analysis reports, and safety studies; parking studies; feasibility/ conceptual studies and reports and recommendations for preliminary, final and construction design studies; applicable subconsultant and engineering disciplines; preparation of construction plans, specifications and estimates; research of utilities and other records; collecting and analyzing traffic data; and participating in meetings with City staff associated with various development and improvement projects. As part of this contract, Kimley-Horn was awarded a project in 2014 to update the Engineering and Traffic Survey for the City Streets, previously completed in 2007. The study included ADT data collection and radar speed surveys at 40 locations within the City, as well as the review and analysis of collisions at key locations. The study helped the City verify, increase, or decrease the existing speed limits within Malibu based on the data and results of this survey.

- Reference: Adam Chase, P.E., T.E., Assistant Public Works Director, City of Malibu, 23825 Stuart Ranch Rd, Malibu, CA 90265 310.456.2489 ext. 370, AChase@malibucity.org

On-Call Traffic and Transportation Engineering Services, Diamond Bar, CA

Kimley-Horn was selected for providing On-Call Traffic Engineering services by City of Diamond Bar based on our performance on the Adaptive Traffic Control Systems Design and Implementation project which is the first citywide adaptive control system deployment in the state of California. As part of the on-call traffic engineering services support, we provide a review of parking studies, traffic control plans, developmental review, traffic signal timing improvements, TMC support and communication systems support to the City staff.

- Reference: Christian Malpica, Associate Engineer, City of Diamond Bar, 21810 Copley Dr, Diamond Bar, CA 91765 909.839.7042, CMalpica@DiamondBarCA.gov



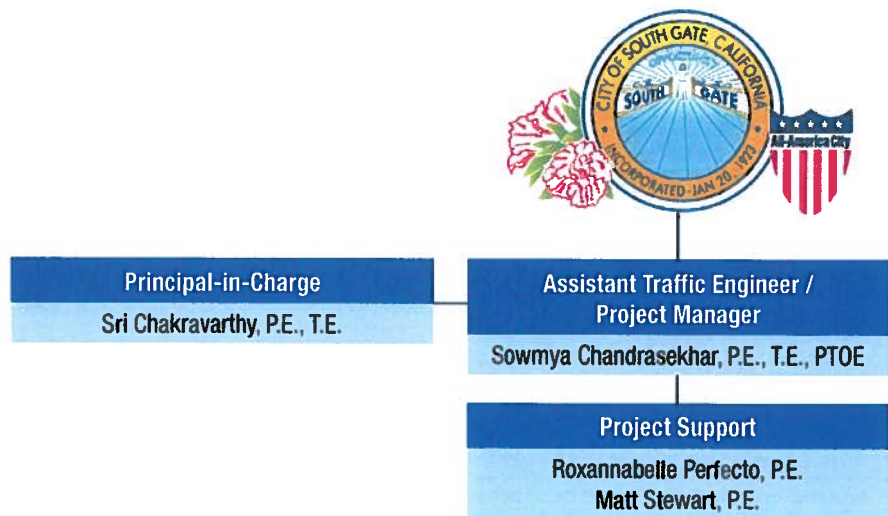


Project Team and Experience

When you choose a consultant, you are really choosing the people who offer you the technical expertise, hands-on experience with similar projects, and commitment to a high standard of quality and client service that will make your projects as successful as you have envisioned. We have given careful consideration to the composition of our team. **Sowmya Chandrasekhar, P.E., T.E., PTOE** will be the primary contact for the City, providing overall management and coordination for Kimley-Horn's as-needed services. Sowmya will be supported by a team of experienced engineers, including Principal-in-Charge, **Sri Chakravarthy, PE, T.E.**, who has over 16 years of experience in traffic operations and transportation engineering. We have identified the most qualified personnel with recent, relevant experience to be available to work with you. Our team has extensive knowledge and proficiency in current Caltrans standards and procedures, traffic engineering modeling and methodologies, County of LA traffic standards and methodologies, and State of California Vehicle Code. The organization chart below highlights our proposed team members' roles.

Team Member Availability

We have carefully selected a key team of professionals who offer the high level of responsiveness you need for the duration of this contract, in terms of exceptional local understanding and support, and extensive experience in the disciplines you require. The depth of our staff in required areas of expertise and our familiarity with the needs of municipalities allows us to maximize our coordination efforts while integrating resources, adhering to project schedules, and effective budget management. With these processes in place, we can meet the technical and staffing needs anticipated for this contract.



The individual members of our project team were selected using two criteria: (1) their experience with a wide range of municipal projects, and (2) their availability to assume major technical responsibilities within this contract timeframe. Kimley-Horn uses a proactive management system, known as "cast-aheads" to detail every project's personnel needs and also to determine each staff person's availability. By continuously matching project needs with staff availability, our cast-aheads system is an accurate tool for keeping our projects on schedule. The table below demonstrates our team's availability for the duration of the contract.

Team Member	Availability
Sowmya Chandrasekhar	70%
Sri Chakravarthy	20%
Roxannabelle Perfecto	40%
Matt Stewart	40%



Staff Resumes

SOWMYA CHANDRASEKHAR, P.E., T.E., PTOE



Assistant Traffic Engineer / Project Manager

Sowmya has over 12 years of professional experience as a transportation engineer, and is experienced in traffic signal designs, illumination designs, temporary/permanent traffic control plans, traffic control warrant analyses, corridor operational analyses, traffic impact analyses, parking studies, pedestrian studies, crash analyses, and innovative intersection improvements. Sowmya has provided support for the development of transportation simulation models, preparation of grant applications, and review of connected vehicle applications for agencies.

Sowmya served as the on-call traffic engineer for the City of Buena Park and the project manager for the project. In this capacity, she supported the City Staff in the completion of all transportation engineering functions within the City's Public Works Department. She was present at the City Hall one day per week, providing as-needed services to support City services in the Public Works, Planning, and Police Departments. She provided support in the review of new development plans, the completion of new traffic signal installations or signal upgrades, and the response to citizen inquiries regarding traffic safety conditions. As a part of this assignment, she supported a complete review of the City's current Engineering and Traffic Study which established speed limits citywide, and led an application for the Caltrans Active Transportation Plan (ATP) Cycle 3 call for projects for a Safe Routes to School (SRTS) project. The grant application was selected by OCTA for funding via the County's Measure M sales tax measure. In her role, she also presented traffic-related items to City Council, and Traffic and Transportation Commission at the City.



Professional Credentials:

- Master of Science, Civil Engineering, Missouri University of Science & Technology
- Bachelor of Science, Civil Engineering, Visvesvaraya National Institute of Technology, India
- Professional Engineer in California #83100
- Professional Traffic Engineer in California #2760
- Professional Traffic Ops Engineer #3323
- Professional Engineer in Texas #109776



RELEVANT EXPERIENCE

- **On-Call Transportation Engineering Services, City of Buena Park, CA** – Project Manager*
- **On-Call Civil and Traffic Engineering Services, City of Diamond Bar, CA** – Senior Project Engineer
- **Pacific Coast Highway (PCH) Signal System Improvements Project, City of Malibu, CA** – Senior Project Engineer
- **Traffic Management Center (TMC) Staffing Event Management, City of Santa Monica, CA** – Engineer*
- **Traffic Management Center (TMC) Staffing Special Events, City of Pasadena, CA** – Engineer*
- **LA Metro North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Pasadena, CA** – Senior Project Engineer
- **Orange County Transportation Authority (OCTA) I-405 Design-Build Improvement Project, Orange County, CA** – Engineer*
- **Thousand Oaks Boulevard Short Corridor Pedestrian Study, City of Thousand Oaks, CA** – Project Manager*
- **Houston Street Widening Project, City of San Antonio, TX** – Engineer*
- **South Main Street Corridor Improvements, City of Santa Ana, CA** – QC/QA

*Prior to Kimley-Horn



SRI CHAKRAVARTHY, P.E., T.E.

Principal-in-Charge

Sri has more than 16 years of traffic operations and transportation engineering experience. Since beginning his career with Los Angeles County prior to joining Kimley-Horn, Sri has participated in a wide variety of traffic signal synchronization, ITS operations projects, and on-call traffic engineering services. His project management experience includes traffic signal operations, traffic signal design, traffic impact studies, corridor planning, signal justification studies, site-specific traffic circulation and safety studies. His key areas of expertise include traffic signal timing, signal design, ITS, transportation modeling, grant applications, and statistical analysis. Most recently, he has been serving as the On-Call Engineering Services Project Manager for the Cities of Agoura Hills, Malibu, San Clemente, and Rancho Cucamonga.



Professional Credentials:

- Master of Science, Civil Engineering, Louisiana State University
- Bachelor of Science, Civil Engineering, Kakatiya University
- Professional Civil Engineer in California #7362
- Professional Traffic Engineer in California #2531



RELEVANT EXPERIENCE

- On-Call Civil and Engineering Services, Agoura Hills, CA – Project Manager
- On-Call Civil and Engineering Services, Malibu, CA – Project Manager
- On-Call Civil and Traffic Engineering Services, Diamond Bar, CA – Project Manager
- Ventura Traffic Signal Communication System Upgrade Phase I, Ventura, CA – Project Manager
- Landing at Riverpark Traffic Signal Design, Oxnard, CA – Project Manager
- Design for Kazan/Walnut Traffic Signal Improvements, Irvine, CA – Project Manager
- Dunnigan/Arnell Traffic Signal Design, Camarillo, CA – Project Manager
- Rancho Road/US 101 Interchange Improvements, Thousand Oaks, CA – Project Manager
- Paseo Westpark at San Remo Intersection Safety Analysis, Irvine, CA – QC/QA
- Final Design Services (HSIP) for Traffic Signal Improvements along Studebaker Road, Norwalk, CA – Project Manager
- Design Services (HSIP) for Traffic Signal Improvements along Alondra Boulevard, Norwalk, CA – Project Manager
- Rice Avenue/5th Street Grade Separation Preliminary Engineering and Final Design (Traffic and Electrical Design), Oxnard, CA – Project Manager
- Pacific Coast Highway Signal System Improvements Project, Malibu, CA – Project Manager
- Agoura Road Fiber Optic and Systems Integration, Agoura Hills, CA – Project Manager
- U.S. 101/23 Interchange PS&E Traffic and Electrical Design, Thousand Oaks, CA – Project Manager



ROXANNABELLE PERFECTO, P.E.



Project Support

Roxannabelle has more than five years of engineering design and CADD experience in traffic engineering, roadway design, and land development. Her experience includes traffic and intersection analyses, traffic control design, striping design, and street improvement design for both public and private sector clients.



RELEVANT EXPERIENCE

- On-Call Civil and Engineering Services, Agoura Hills, CA – Plan Check Support
- Computerized Traffic Signal System and ATMS Implementation, Agoura Hills, CA – Analyst
- ITS Phase II, III, IV, V and VII, Santa Clarita, CA – Analyst
- Alondra Boulevard Traffic Signal Improvements, Norwalk, CA – Project Engineer
- Riverside Fiber-Optic Improvements, Burbank, CA – Analyst
- Flashing Yellow Arrow Project, Rancho Cucamonga, CA – Project Engineer
- Ventura Traffic Signal Communication System Upgrade Phase I, Ventura, CA – Project Engineer
- San Fernando Boulevard and Burbank Boulevard Improvements, Burbank, CA – Analyst
- Fiber-Optic Communication Design and Traffic Signal Design – Analyst
- Ocean Park Boulevard Complete Green Street Project, Santa Monica, CA – Analyst
- Newport/Orange County Fiber Design, Newport Beach, CA – Analyst



Professional Credentials:

- Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona
- Professional Engineer in California #88942

MATT STEWART, P.E.



Project Support

Matt has experience in traffic engineering, transportation planning, and traffic safety analysis. His expertise includes traffic signal operations and design, ITS design, crash data analysis, and traffic impact analysis. Most recently, he worked on two traffic signal synchronization projects in Orange County, specifically Chapman Avenue in Garden Grove and Orange and on El Toro Road in Lake Forest and Mission Viejo. Matt has experience in data collection and field review, traffic signal timing optimization, traffic management center (TMC) and controller cabinet timing implementation, finetuning, and corridor before and after studies.



RELEVANT EXPERIENCE

- On-Call Civil and Traffic Engineering Services, Diamond Bar, CA – Analyst
- On-Call Civil and Engineering Services, Agoura Hills, CA – Analyst
- Traffic Signal Design at Thousand Oaks Boulevard/Argos Street, Agoura Hills, CA – Analyst
- PCH (Route 1) Mobility Improvements at Various Locations, Malibu, CA – Analyst
- Pacific Coast Highway Signal System Improvements Project, Malibu, CA – Analyst
- ITS Phase IV, V, and VII, Santa Clarita, CA – Project Engineer
- Chapman Avenue Corridor Traffic Signal Synchronization Project, Orange County, CA – Analyst
- Landing at Riverpark Traffic Signal Design, Oxnard, CA – Analyst
- 1515 Granville Avenue Traffic Design, Los Angeles, CA – Analyst
- Design of Traffic Signal Interconnect Improvements City Projects, Rancho Mirage, CA – Analyst
- Ocean Park Boulevard Complete Green Street Project, Santa Monica, CA – Analyst
- Newport/Orange County Fiber Design, Newport Beach, CA – Analyst



Professional Credentials:

- Master of Science, Transportation Engineering, University of California, Berkeley
- Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles
- Professional Engineer in California #90465



Our Project Understanding

As Assistant to the City's Traffic Engineer, Sowmya will work closely and under the supervision of Mr. Jose Loera. Working as an extension of City staff, she will staff twenty (20) hours per week at the City Hall. This initial estimate is based on the RFP, and additional hours can be provided on an as-needed basis upon discussions with the City. Sowmya will coordinate with Mr. Loera and his staff to provide the full range of services specified in the City's As-Needed Augmentation Services-Traffic Engineering RFP, dated February 10, 2020.

To serve in this capacity, we understand that a thorough knowledge and proficiency in current traffic engineering guidelines and standards is required, including but not limited to, Caltrans standards and procedures, traffic engineering modeling and methodologies, County of LA traffic standards and methodologies, and State of California Vehicle Code. Sowmya will work with the City to cover all tasks under the RFP section titled 'Scope of Services' as well as additional tasks required to meet the Public Works Department's goal for mobility within the community.

It is understood that the City requires only one person to provide the requested professional traffic engineering services. However, based on our experience serving in this capacity for multiple agencies, we understand that additional staff may be occasionally needed to meet an aggressive deadline or assist in solving a specialized technical issue. For this purpose, we have proposed two qualified engineers as support staff. We also have ample other resources in California and firmwide to help address complex traffic engineering issues.

Addressing most traffic engineering issues entails performing investigations, including field review, data collection, referencing applicable guidelines and standards, summarizing findings in reports, and providing recommendations. Some examples include:

- Responding to citizen requests, questions, suggestions, complaints and concerns.
- Developing new programs to address the City's emerging traffic needs.
- Reviewing City's traffic circulation system.
- Providing technical support in litigation cases involving traffic safety issues.
- Conducting Engineering and Traffic Surveys per California Manual on Uniform Traffic Control Devices (CA MUTCD) guidelines, and Roadway Safety Audits (RSA).
- Conducting miscellaneous traffic investigations to determine the adequacy of existing traffic control devices and proposing alternative traffic safety measures.
- Conducting parking studies.
- Providing technical assistance for traffic signal design and day-to-day operations of traffic signals.
- Reviewing and preparing service requests for traffic control measures such as red curbs, stop signs, loading zones, restrictive parking signs, etc.

Kimley-Horn staff will also provide assistance in reviewing capital and development related plans, such as:

- Reviewing traffic studies with respect to traffic, parking and congestion-related issues.
- Reviewing development projects and/or traffic studies to identify traffic-related impacts from new construction.
- Preparing, reviewing and approving traffic control and channelization plans.

The proposed Kimley-Horn senior staff will be responsible for a variety of other essential functions related to meetings with the City Council, Commissions, Department Heads, and members of the public, which include:

- Preparing presentations at City Council Meetings, Parking and Public Improvements Commission Meetings, etc.
- Preparing staff reports, presentations, memos, and other materials and information for public meetings.
- Attending special meetings, on an as-needed basis.
- Assisting in providing an interface with local, regional, and state transportation agencies, including LA Metro, LA County, and Caltrans.





Our approach in handling the scope of work is based on two core principles:

Timely Execution. In completing our task, we will focus on the timely execution of our duties. We will accomplish this through effective communication and using our available and experienced staff. Our project manager, Sowmya Chandrasekhar, will continually inform City staff of work status on a weekly basis through phone/in-person conversations, e-mail dialogue, formal status reports, and regularly scheduled meetings. Our project staff were carefully selected for their experience and proven ability to work as a team. They are committed as the primary contributors to the work.

Effective Communication. Communication between our team and the City is critical to thoroughly understanding your vision and implementing the innovative and cost-effective solutions that our team is known for. Our previous experience has taught us adherence to demanding schedules and the importance of communication. Effective communication begins with listening to the City of South Gate's ideas about, concerns regarding, and goals for the requested services. Making certain that our team and your staff are on the same page throughout the course of the contract will help avoid or mitigate potential problems or issues that might arise.

Quality Control

At Kimley-Horn, quality is essential to all phases of a project life-cycle, including inception, planning, design, construction, and operations. Kimley-Horn measures the success of our quality by the following metrics:

- Client satisfaction
- Limited construction change orders
- Construction costs near our engineers' opinion of costs
- Project delivery within schedule and budget

To achieve the above metrics, we actively implement our firm-wide Quality Control/ Quality Assurance (QC/QA) policies and procedures on all our projects.

- **Quality of Scope and Schedule:** Quality starts with a mutual understanding of project goals and deliverables. Our team includes technical experts who provide senior-level review of the scope of work, budget, and schedule before they are presented to the client.
- **Quality of Planning and Preliminary Engineering:** We listen and tailor our projects to the requirements of the end user. Where applicable, we coordinate closely with the ultimate user throughout the life of the project. Our teams emphasize consensus building with the key project stakeholders early, to aid in development of the basis of the design. We utilize proven tools to help communicate and visually represent the end product, such as visual simulations, operational modeling software, material boards, and architectural renderings.
- **Design Quality:** The true test of the quality of a design occurs during construction of the project. Anything missing from the design or ambiguity on the plans or in the specifications is found by the contractor. Our goal is to minimize construction changes through a thorough and complete QC/QA process prior, to, and during the design. Kimley-Horn's quality control starts with experienced, proficient professionals who know how to implement innovative, cost-saving ideas and employ project management practices that have proven to be successful. Key parts of quality control during the design process are field visits and site knowledge, understanding of regulatory and funding requirements, and technical knowledge.
- **Project Construction Bids:** Kimley-Horn's quality control measures focus closely on construction estimates. Our team has extensive resources and recent experience that we combine with unit prices taken from recent similar projects to create our engineer's opinion of probable construction cost. The quality and accuracy of our estimates is the result of our early efforts to define basis of design assumptions and identify technical methods.

KIMLEY-HORN QUALITY CONTROL IS





- Reviews by senior technical staff help ensure the quality of the estimate. We are proud of our success rate—our recently bid projects have consistently come in at or slightly below the engineer's estimate.
- **QC/QA Implementation:** The QC/QA plan that Kimley-Horn and its team members will follow in the execution of services prepared under this contract is currently being utilized successfully on our other local public contracts and includes the following six key elements:
 - **Structure:** Each QC/QA plan includes a project manager (responsible for the overall quality of the project), technical managers (engineers responsible for discipline design development), and a QC/QA manager (responsible for verifying that the QC/QA plan is being implemented and followed).
 - **Procedures:** Intra-disciplinary checking of documents will be performed by a competent individual within each discipline other than the designer. We have established a color-coded comment process that involves the following steps: an initial check (performed by the checker); a review of comments to ensure that suggested changes to the documents are given adequate consideration and the resolution is documented (performed by the designer); a review that ensures changes to the documents are completed in the original documents (performed by the designer); and finally, a review that ensures changes to the documents are completed accurately (performed by the checker).
 - **Inter-Disciplinary Reviews:** Inter-disciplinary reviews and coordination are performed throughout the project and prior to key submittals, when senior staff from the various discipline groups are brought together to discuss and comments on the interaction of the overall project elements.
 - **Quality Assurance Audit:** The QC/QA manager will be responsible for conducting a quality assurance audit after completion of the checking and review process and prior to the submittal of any document or deliverable.
 - **Deliverables and Document Control:** The project manager will manage the submission of design documents after the QC/QA audit is complete and at milestone completion dates.
 - **Corrective Action Measures:** Corrective action measures will be taken if incorrect or nonconforming work is discovered in deliverable items that have already completed the QC/QA process





Exceptions to Sample Agreement

Kimley-Horn has reviewed the sample Agreement for Professional Services included with the RFP and would like to discuss the following modifications with the City.

6. Consultants Personnel

D. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature to the extent arising from alleged violations of personnel practices, or of any negligent acts or omissions by Consultant in connection with the work performed arising from this Agreement.

8. Indemnity and Insurance.

A. To the fullest extent permitted by law. Consultant agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner to the extent arising out of or related to Consultant's negligent or willful acts, errors or omissions, or those of its employees or agents. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportional percentage of fault.

14. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use. However, any modification made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant.



CONTACT

SOWMYA CHANDRASEKHAR, P.E., T.E., PTOE

213-354-9400

Sowmya.Chandrasekhar@kimley-horn.com

Kimley»Horn

Expect More. Experience Better.

660 South Figueroa Street

Suite 2050

Los Angeles, CA 90017

www.Kimley-Horn.com



EXHIBIT B



Rate Schedule
As-Needed Staff Augmentation Services – Traffic Engineering
Effective through June 30, 2021

<u>Classification</u>	<u>Billing Rate per Hour*</u>
Sri Chakravarthy, Principal	\$250
Sowmya Chandrasekhar, Assistant Traffic Engineer	\$225
Roxannabelle Perfecto, Project Engineer	\$180
Matt Stewart, Assistant Project Engineer	\$140
Sr. Professional II	\$260 to \$310
Sr. Professional I	\$200 to \$275
Professional	\$160 to \$200
Sr. Technical Support	\$120 to \$180
Technical Support	\$95 to \$120
Support Staff	\$80 to \$110

*Rates will be escalated yearly on July 1st, beginning July 1, 2021

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

Office Expenses: 5% will be applied to labor fees to cover direct expenses, such as in-house duplicating and blueprinting, local mileage, telephone/mobile calls, electronic messaging, postage, and word processing.

RECEIVED

JUL 9 - 2020

City of South Gate
CITY COUNCIL

Item No. 14

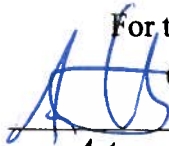
CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:25am

AGENDA BILL

For the Regular Meeting of: July 14, 2020

Department Director:



Arturo Cervantes

Originating Department: Public Works



City Manager:

Michael Flad

SUBJECT: AMENDMENT NO. 5 TO CONTRACT NO. 2796 WITH METRO FOR THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENT PROJECT, CITY PROJECT NO. 476-TRF (THE BOULEVARD PROJECT)

PURPOSE: In an effort to finalize the implementation of the Firestone Boulevard Regional Corridor Capacity Enhancement Project (The Boulevard Project), the City Council is requested to approve an amendment to the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro) to extend the lapsing date of the grant funds from February 28, 2019 to February 28, 2020. It is noted that Metro is processing an additional amendment to further extend the grant funds lapsing date to February 28, 2021, which will be presented to the City Council in the near future.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 5 to Contract No. 2796, Memorandum of Understanding with the Los Angeles County Metropolitan Transportation Authority retroactively extending the grant funds lapsing date from February 28, 2019 to February 28, 2020, for the Firestone Boulevard Regional Corridor Capacity Enhancement, Metro Project ID No. F3124, City Project No. 476-TRF, for the 2009 Call for Projects Program grant funds; and
- b. Authorize the Mayor to execute Amendment No. 5 in a form acceptable to the City Attorney.

FISCAL IMPACT: None.

ANALYSIS: The Firestone Boulevard Regional Corridor Capacity Enhancement Project (The Boulevard Project) is partially funded with \$7,071,322 in 2009 Call for Projects grant funds (Metro Prop C 25%). These funds are regulated by an MOU between the City and Metro, which had a lapsing date of February 28, 2019. Construction of The Boulevard Project is complete. As a part of closing out the project, Contract No. 2796 must be amended to align the lapsing date with The Boulevard Project implementation schedule. However, Metro's policy only provides for individual one-year extensions. Proposed Amendment No. 5 changes the lapsing date from February 28, 2019 to February 28, 2020. An additional amendment will be processed at a future City Council Meeting to change the lapsing date to February 28, 2021.

BACKGROUND: The Boulevard Project was awarded grant funds through the 2009 Call for Projects Grant Program. This is a competitive grant program that awards capital transportation funds to regionally significant projects. Amongst other, it identifies a lapsing date, which is the date that the grant funds will lapse if they are not utilized. Metro's prerequisite to prevent grant funds from lapsing is an amendment to the MOU to change the lapsing date.

On May 8, 2018, the City approved Amendment No. 4, extending the lapsing date to February 28, 2019 and reducing the grant amount and the local match requirement by \$2,352,470 and \$1,322,116, respectively. Once staff became aware that another extension was needed, staff worked with Metro to prepare and process Amendment No. 5 so as to extend the lapsing date from February 28, 2019 to February 28, 2020. On July 25, 2019, Metro approved Amendment No. 5. The approved amendment was received by the City for processing in March 2020.

It is noted that the lapsing date is set to February 28, 2020. Staff is now working with Metro to prepare and process Amendment No. 6 so as to extend the lapsing date to February 28, 2020. The Metro Board is scheduled to consider approval this month.

The Boulevard Project was implemented to increase safety, reduce congestion and beautify Firestone Boulevard. Project improvements included, but were not limited to, adding a lane of traffic in each direction, constructing raised medians with landscaping and irrigation, new traffic signals, traffic signal modification, a dedicated right-turn lane, bus pullouts, pavement rehabilitation, pedestrian lighting, storm water quality improvements, and Americans with Disability Act (ADA) improvements. The Boulevard Project was accepted as complete by City Council and approved the Notice of Completion on May 12, 2020.

- ATTACHMENTS:**
- A. Proposed Amendment No. 5
 - B. Amendment No. 4
 - C. Amendment No. 3
 - D. Amendment No. 2
 - E. Amendment No. 1
 - F. Contract No. 2796

AM:lc

AMENDMENT NO. 5
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOUTH GATE
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 5 to Memorandum of Understanding (this "Amendment"), is dated as of November 7, 2019, by and between the City of South Gate ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3124, dated November 23, 2011, which was amended on October 30, 2014, October 30, 2015, December 12, 2016, and November 15, 2017 (as amended, the "Existing MOU"), which Existing MOU provides for the Firestone Boulevard Capacity Improvements, ("the Project"); and

B. Whereas, LACMTA Board on July 25, 2019, desires to extend the lapsing date of the Project to February 28, 2020; and

C. GRANTEE and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8.1 (iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

(iv) funds programmed for FY 2011-12 and FY 2012-13 are no longer available. Funds programmed for FY 2013-14 and FY 2014-15 are subject to lapse on February 28, 2020.

2. Part II, Paragraph 11 of Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

"11. **COMMUNICATIONS:**

11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to

comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein."

3. Attachment C-1- Scope of Work, attached to the Existing MOU is hereby amended by deleting the Project Milestone and replacing it with the following Revised Project Schedule.

MOU Milestones	Amendment 4 Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Procurement Process for CM/inspection Services	5/17/2017	9/12/2017	5/17/2017	9/12/2017
Bid and Contract Award	5/18/2017	11/18/2017	5/18/2017	11/18/2017
Construction	2/12/2018	2/28/2019	2/12/2018	10/31/2019
Project Closeout	N/A	N/A	11/4/2019	1/31/2020
Total Project Duration (Months)	21		32	

4. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 5 to be duly executed and delivered as of the above date.

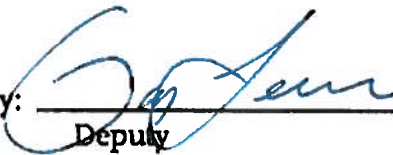
LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy


Date: 3/11/2020

CITY OF SOUTH GATE

By: _____
Maria Davila
Mayor

Date: _____

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas
City Attorney

Date: 7/7/2020

IN WITNESS WHEREOF, the parties have caused this Amendment No. 5 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: *Mary Wickham*
Deputy

Date: 3/11/2020

CITY OF SOUTH GATE

By: _____
Maria Davila
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Raul F. Salinas
City Attorney

Date: _____

IN WITNESS WHEREOF, the parties have caused this Amendment No. 5 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 
Deputy

Date: 3/11/2020

CITY OF SOUTH GATE

By: _____
Maria Davila
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Raul F. Salinas
City Attorney

Date: _____

**AMENDMENT NO. 4
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SOUTH GATE
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 4 to Memorandum of Understanding (this "Amendment"), is dated as of November 15, 2017, by and between City of South Gate ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3124, dated November 23, 2011, which was amended on October 30, 2014, October 30, 2015, and December 12, 2016 (as amended, the "Existing MOU"), which Existing MOU provides for the Firestone Boulevard Capacity Improvements, ("the Project"); and

B. Whereas, LACMTA Board on July 27, 2017 approved scope change to reduce the project limits on Firestone Boulevard from Alameda Street to California Avenue, with total project cost reduced to \$11,045,489. LACMTA's Programmed Funds (the "Funds") is reduced to \$7,071,322 while GRANTEE's local match commitment is reduced to \$3,974,167; and

C. Whereas, LACMTA Board on January 26, 2018, desires to extend the lapsing date of the Project to February 28, 2019.

D. GRANTEE and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8 (iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

"(iv) funds programmed for FY 2011-12 are no longer available. Funds programmed for FY 2012-13, FY 2013-14, and FY 2014-15 are subject to lapse on February 28, 2019."

2. Part II, Paragraph 8.2 of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

"8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the MOU. Even though GRANTEE is within its last 20-month lapse date extension, if the Project still does not meet the milestone due dates as agreed upon in the MOU, LACMTA will issue a notice of non-compliance to the GRANTEE, the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the MOU (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the MOU, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the MOU, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process."

3. Part II, Paragraph 8.3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"8.3 Intentionally omitted."

4. Attachment A of the Existing MOU is hereby replaced by Attachment A-1, attached.

5. Attachment C of the Existing MOU is hereby replaced by Attachment C-1, attached.

6. Attachment E of the Existing MOU is hereby replaced by Attachment E-1, attached.

**FTIP#: LAF3124
PPNO: N/A**

**CFP# F3124
AMENDMENT NO. 4
MOU.P00F3124**

7. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

FTIP#: LAF3124
PPNO: N/A

CFP# F3124
AMENDMENT NO. 4
MOU.P00F3124

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____ Date: 4/10/18 _____
Deputy

CITY OF SOUTH GATE

By: _____ Date: _____
Maria Belen Bernal
Mayor

APPROVED AS TO FORM:

By:  _____ Date: _____
Raul F. Salinas
City Attorney

ATTEST:

By: _____ Date: _____
Carmen Avalos
City Clerk

**ATTACHMENT C-1
SCOPE OF WORK**

PROJECT TITLE:

The Firestone Boulevard Regional Corridor Capacity Enhancement Project, City Project No. 476-TRF, Metro Projects ID No. F3124

PROJECT LOCATION:

The project is located on Firestone Boulevard in the City of South Gate, California.

PROJECT LIMITS:

The project limit is located on Firestone Boulevard, between Alameda Street to California Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to increase capacity, reduce congestion and delay and increase pedestrian and motorist safety along Firestone Boulevard by adding a travel lane in each direction, modifying traffic signals, and constructing raised center medians.

PROJECT BACKGROUND:

The Project is 1.4-miles long. It spans from Firestone Boulevard between Alameda Street and California Avenue.

Memorandum of Understanding No. F3124 will be funded with Call-for-Project funds. The scope of work has been reduced to meet funding budget. The Metro Call-for-Project funds were reduced from \$9,423,792 to \$7,071,322 and the City corresponding local match commitment (35.98%) from \$5,296,283 to \$3,974,167. The revised total project cost of \$11,045,489 will result in a cost saving of \$2,352,470 in Call-for-Project funds.

PROJECT BUDGET:

	Component	Amount
1	Design Costs	\$1,500,000
2	Construction of Project Improvements	\$7,400,000
3	Construction Contingency	\$1,110,000
4	Construction Management & Inspection (CM&I)	\$750,000
5	Contingency (CM&I)	\$112,500
6	Staff Time and Misc. Supports	\$172,989
	TOTAL BUDGET	\$11,045,489

SCOPE:

The proposed project improvements include, but are not limited to, the following: adding a third lane in each direction, pavement rehabilitation, raised lighted landscaped roadway medians, street trees, irrigation system, traffic signal modifications, traffic signal synchronization, traffic signing and striping, concrete repairs, bus turn-outs, ADA improvements, bike racks, storm water quality mitigation measures, pedestrian lighting, bus shelter and parkway furniture enhancements, public art, and a signature gateway design at major intersections along Firestone Boulevard between Alameda Avenue and California Avenue. Gateway design includes public art pieces, pedestrian lighting, street furniture, and landscaping.

CONSTRUCTION:

Tasks to be performed by the City include, but are not limited to the following:

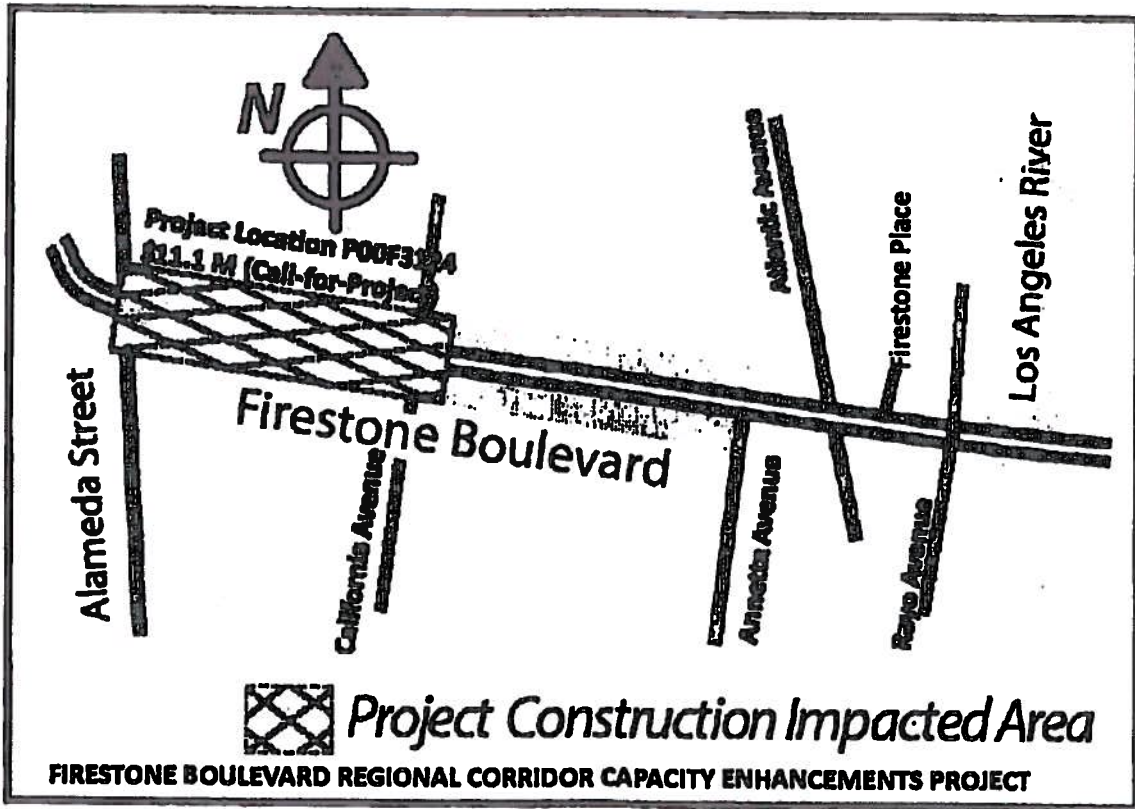
- A. Provide Project Management and Funding Administration
- B. Advertise, Bid and Award construction contract.
- C. Administer construction contract and provide construction oversight.
- D. Procure the services of a Construction Management/Inspection team along with other related professional services as needed for the project.
- E. Coordinate work with utility agencies.
- F. Conduct project meeting as deemed necessary.

MILESTONES: The implementation schedule for this project will be as follows.

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
Solicitation (Bids)		
Procurement Process for CM/Inspection Services	May 17, 2017	September 12, 2017
Bid and Contract Award	May 18, 2017	November 28, 2017
Construction	February 12, 2018	February 28, 2019

PROJECT MAP



AMENDMENT NO. 3
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SOUTH GATE
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 3 to Memorandum of Understanding (this "Amendment"), is dated as of December 12, 2016, by and between the City of South Gate ("Grantee"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. Grantee and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3124, dated November 23, 2011, which was amended on October 30, 2014, and October 30, 2015 (as amended, the "Existing MOU"), which Existing MOU provides for the Firestone Boulevard Capacity Improvement Project, ("the Project"); and
- B. Whereas, LACMTA Board on August 25, 2016, desires to extend the lapsing date of the Project to June 30, 2017; and
- C. Grantee and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8 of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

"8. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

8.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in the Funding Agreement; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
 - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) funds programmed for FY 2011-12, FY 2012-13, and FY 2013-14 and FY 2014-15 are subject to lapse on June 30, 2017.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the MOU. If the Project does not meet the milestone due dates as agreed upon in the MOU, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the MOU (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the

MOU, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the MOU, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

8.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the MOU.

8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.5 If the GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement."

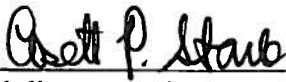
2. Part I, paragraph 11, is hereby amended by deleting it in its entirety and replacing it with the following:
"11. LACMTA understands Grantee is unable to complete the Project as originally scheduled and needs additional time to complete the Project beyond the current lapse date. LACMTA is willing to allow Grantee one (1) year to demonstrate that it has taken affirmative steps toward completing the Project within a reasonable timeframe. Therefore, Grantee shall complete the following activities ("New Milestone") by the June 30, 2017 lapse date: construction bid and award. If Grantee fails to complete the New Milestone by the applicable lapse date, LACMTA may determine that there is not sufficient progress being made and then LACMTA may consider the Project Lapsed and submit to the LACMTA Board for deobligations.

3. Part I, Paragraph 8 of Existing MOU is hereby amended to change LACMTA's project manager to Fulgene Asuncion, mail stop 99-22-4.

4. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: 
for Phillip A. Washington
Chief Executive Officer

Date: 3/6/17

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 
Deputy

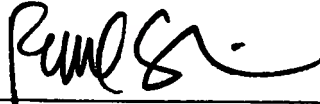
Date: 12/29/16

CITY OF SOUTH GATE

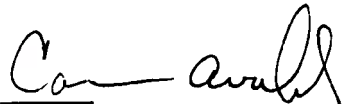
By: 
W.H. (Bill) De Witt
Mayor

Date: 02/06/2017

APPROVED AS TO FORM:

By: 
Raul F. Salinas
City Attorney

ATTEST:


Carmen Avalos, City Clerk

FTIP#: LAF3124

PPNO: N/A

COPY

CFP#F3124
AMENDMENT NO. 2
MOU.P00F3124

**AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOUTH GATE
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 2 to Memorandum of Understanding (this "Amendment"), is dated as of October 30, 2015, by and between the City of South Gate ("Grantee"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3124, dated November 23, 2011, which was amended on October 30, 2014 (as amended, the "Existing MOU"), which Existing MOU provides for the Firestone Boulevard Capacity Improvement Project ("the Project"); and

B. Whereas, LACMTA Board on June 25, 2015, desires to extend the lapsing date of Funds programmed for Fiscal Year (FY) 2011-12 and FY 2012-13 to June 30, 2016; and

C. Grantee and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8.1(iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "Funds programmed for FY 2011-12, FY 2012-13, and FY 2013-14 are subject to lapse on June 30, 2016. Funds programmed for FY 2014-15 are subject to lapse on June 30, 2017. Grantee shall expend these Funds by the lapsing date."

2. Part I, paragraph 11, is hereby added to the Existing MOU as follows: "11. LACMTA understands Grantee is unable to complete the Project as originally scheduled and needs additional time to complete the Project beyond the current lapse date. LACMTA is willing to allow Grantee 1 year to demonstrate that it has taken affirmative steps toward completing the Project within a reasonable timeframe. Therefore, Grantee shall complete the following activities ("New Milestone") by the June 30, 2016 lapse date: final design. If Grantee fails to complete the New Milestone by the applicable lapse date, LACMTA may determine that there is not sufficient progress being made and then LACMTA may determine Grantee is in default hereunder and LACMTA shall have all rights to terminate this Agreement for default as described in Part II, Section 9."

3. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

FTIP#: LAF3124

CFP#F3124
AMENDMENT NO. 2
MOU.P00F3124

PPNO: N/A

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be duly executed and delivered as of the above date.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By: _____
Deputy

Date: 10/24/15

CITY OF SOUTH GATE

By: _____
Jorge Morales
Mayor

Date: 11/23/15

ATTEST:

By: _____
Carmen Avalos
City Clerk

Date: 12/1/15

APPROVED AS TO FORM:

By: _____
Raul F. Salinas
City Attorney

Date: 11/16/15

FTIP#: LAF3124

PPNO: N/A

Contract No. 2796
CFP#F3124
AMENDMENT NO. 1
MOU.P00F3124

**AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOUTH GATE
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 1 to Memorandum of Understanding (this "Amendment"), is dated as of October 30, 2014, by and between the City of South Gate ("Grantee"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. Grantee and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3124, dated November 23, 2011, (the "Existing MOU"), which Existing MOU provides for Firestone Boulevard Capacity Improvement Project, ("the Project"); and
- B. Whereas, LACMTA Board on June 26, 2014, desires to extend the lapsing date of Funds programmed for Fiscal Year (FY) 2011-12 to June 30, 2015; and
- C. Grantee and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8.1(iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "Funds programmed for FY 2011-12 and 2012-13 are subject to lapse on June 30, 2015. Funds programmed for FY 2013-14 are subject to lapse on June 30, 2016. Funds programmed for FY 2014-15 are subject to lapse on June 30, 2017. Grantee shall expend these Funds by the lapsing date."

2. Part II, Paragraph 11 of Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

"11. COMMUNICATIONS:

11.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

11.4 Grantee shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section. Grantee failure to comply

FTIP#: LAF3124

PPNO: N/A

CFP#F3124
AMENDMENT NO. 1
MOU.P00F3124

with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.”

3. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

FTIP#: LAF3124

PPNO: N/A

Contract No. 2796

CFP#F3124

AMENDMENT NO. 1

MOU.P00F3124

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Arthur T. Leahy
Chief Executive Officer

Date: _____

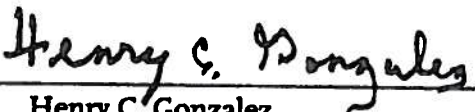
APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By: 
Deputy

Date: 10/31/14

CITY OF SOUTH GATE

By: 
Henry C. Gonzalez
Mayor

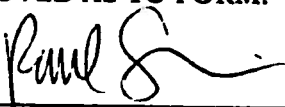
Date: 12-16-14

ATTEST:

By: 
Carmen Avalos
City Clerk

Date: 12-17-14

APPROVED AS TO FORM:

By: 
Raul F. Salinas
City Attorney

Date: 12/16/14

**CALL FOR PROJECTS
PROPOSITION C
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is dated for reference purposes only November 23, 2011, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of South Gate ("Grantee") for Firestone Boulevard Capacity Improvement Project - LACMTA Call for Projects ID# F3124 and FTIP# LAF3124 (the "Project").

WHEREAS, as part of the 2009 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2009, authorized a grant to Grantee, subject to the terms and conditions contained in this MOU.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this MOU consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the MOU
2. Part II - General Terms of the MOU
3. Attachment A - Project Funding
4. Attachment B - intentionally omitted
5. Attachment C - Scope of Work
6. Attachment D - Reporting and Expenditure Guidelines
7. Attachment D1 - Quarterly Progress/Expenditure Report
8. Attachment E - Federal Transportation Improvement Program (FTIP) Sheet
9. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the MOU and any attachments and the Specific Terms of the MOU shall prevail over the General Terms of the MOU.

FTIP#: LAF3124
PPNO: N/A

CFP# F3124
MOU.P00F3124

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

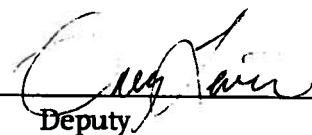
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 04/04/12
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By:  Date: 12/6/2011
Deputy

GRANTEE:

The City of South Gate

By:  Date: 03/22/2012
Maria Davila
Mayor

ATTEST:

By:  Date: _____
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

By:  Date: 3/20/12
Raul F. Salinas
City Attorney

PART I
SPECIFIC TERMS OF THE MOU

1. Title of the Project (the "Project"): Firestone Boulevard Capacity Improvement Project. LACMTA Call for Projects ID# F3124, FTIP # LAF3124.
2. To the extent the Funds are available, LACMTA shall make to Grantee a one-time grant of the Proposition C 25% funds in the amount of \$9,423,792 (the "Funds") for the Project. LACMTA Board of Directors' action of September 24, 2009, granted the Funds to Grantee for the Project. The Funds are programmed over four years, Fiscal Years (FY) 2011-12, 2012-13, 2013-14, and 2014-15. LACMTA Board of Directors' action approved Funds for FY 2011-12 only in the amount of \$401,482. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to Grantee.
3. This one time grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. Grantee Funding Commitment must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.
4. The "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as **Attachment A**. The Project Funding includes the total programmed budget for the Project, including the Funds programmed by LACMTA and the Grantee Funding Commitment (local match). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. Grantee shall complete the Project as described in the "Scope of Work." The Scope of Work for the Project is attached to this MOU as **Attachment C**. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this MOU for default as described in Part II, Section 9. **Any changes in the Scope of Work must be made by amendment.**
6. The "FTIP PROJECT SHEET (PDF)" is attached as **Attachment E** and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through the LACMTA Call For Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and

adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

7. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this MOU, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this MOU, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, Project Funding, Financial Plan, the Scope of Work, including schedule, or the lapse date of the Funds.

8. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Ryan Greenway, MS 99-22-3
Greenwayr@metro.net

9. Grantee's Address:

City of South Gate
8650 California Avenue
South Gate, CA 90280
Hany Henein, Senior Civil Engineer
hhenein@sogate.org

10. MAINTENANCE OF EFFORT -- MOE

On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, Grantee must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

PART II
GENERAL TERMS OF THE MOU

1. **TERM:**

1.1 The term of this MOU shall commence on the date this MOU is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the MOU is executed shall be reimbursed in accordance with the terms and conditions of this MOU unless otherwise agreed to by the parties in writing.

1.2 Should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this MOU by giving written notice to Grantee at least thirty (30) days in advance of the effective date of such termination. If this MOU is terminated pursuant to this section, LACMTA will not reimburse Grantee any costs incurred after the termination date, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be consistent with the established funding percentages outlined in the MOU.

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this MOU, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Sections 5.1 of this MOU, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
Re: LACMTA Project ID# F3124 and MOU# MOU.P00F3124
Ryan Greenway, MS 99-22-3

3. **USE OF FUNDS:**

3.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

3.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and Grantee for the Project. The Funds, as granted under this MOU, can only be used towards the completion of the Scope of Work originally adopted by the LACMTA Board of Directors and detailed in Attachment C.

3.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this MOU. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the MOU approved and signed by the LACMTA Chief Executive Officer or his designee.

3.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If Grantee desires to use the Funds to purchase/lease equipment (i.e., vehicles, computers, etc.) necessary to perform or provide the services disclosed in the Scope of Work, Grantee must obtain LACMTA's written consent prior to purchasing/leasing specific equipment. Equipment purchased/leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: Grantee will be required to repay the Funds in proportion to the useful life remaining in accordance with the Guidelines and in an equal proportion of the grant to Grantee Funding Commitment ratio.

4. **DISBURSEMENT OF FUNDS:** Disbursements shall be based on a reimbursement basis in accordance with the Quarterly Progress/Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. Grantee must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report. Grantee Funding Commitment must be spent in direct proportion to the Funds with each quarter's payment.

5. **REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:**

5.1 Grantee shall submit the Quarterly Progress/Expenditure Report (Attachment D1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during

a particular quarter, Grantee will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

5.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the MOU period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions as defined by this MOU and the Guidelines. Grantee's expenditures submitted to LACMTA for this project shall be in compliance with Federal Acquisition Regulations, Subpart 31 (FAR). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

5.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

5.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 5.2 and 5.3 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of Grantee and its contractors related to the Project, and shall be allowed to interview any employee of Grantee and its contractors through final payment to the extent reasonably practicable.

5.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this MOU.

5.7 In addition to LACMTA's other remedies as provided in this MOU, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this MOU and the Guidelines, including the access to records provisions of Part II, Section 5.

5.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, this MOU shall be void and have no further force and effect, and LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 Grantee shall be responsible for any and all cost overruns for the Project.

7.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this MOU subject to the terms and conditions contained herein and in the Guidelines. Any Funds expended by Grantee prior to the execution of this MOU (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

7.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this MOU shall be amended to reflect such additional funding. If, at the time of final voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this MOU as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

8. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

8.1 Grantee must demonstrate timely use of the Funds by:

- (i) executing this MOU within ninety (90) days of receiving formal transmittal of the MOU from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this MOU. Contracts for construction or capital purchase shall be executed within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date. Funds programmed by LACMTA for Project development or right-of-way costs must be expended by the end of the second fiscal year following the year the Funds were first programmed; and
- (iii) submitting the Quarterly Progress/Expenditure Report as described in Part II, Section 5.1 of this MOU; and
- (iv) expending the Funds granted under this MOU for allowable costs within 36 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this MOU. All Funds programmed for FY 2011-12 are subject to lapse by June 30, 2014. All Funds programmed for FY 2012-13 are subject to lapse by June 30, 2015. All Funds programmed for FY 2013-14 are subject to lapse by June 30, 2016. All Funds programmed for FY 2014-15 are subject to lapse by June 30, 2017.

If Grantee fails to meet any of the above conditions, the Project shall be considered lapsed and will be submitted to the LACMTA Board of Directors for deobligation. **Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.**

8.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 8.1 of this MOU, the Project will be reevaluated by LACMTA as part of its annual Call for Projects Recertification/Deobligation process and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If

Grantee does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are reprogrammed, this MOU shall automatically terminate.

9. **DEFAULT:** A Default under this MOU is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein or in the Guidelines; or (ii) Grantee fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this MOU; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this MOU unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Grantee.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. **COMMUNICATIONS:**

11.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project. Grantee shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by Metro" or alternative acceptable minimum language; and (ii) the Metro logo, with the exception of press releases, which do not require a Metro logo.

11.2 If Grantee produces any Communication Materials that do not contain the information set forth in Section 11.1 above, Grantee must provide an opportunity for prior review and written comment by the Chief Communications Officer of LACMTA or its designee before such materials can be produced. If Grantee does not receive a response from LACMTA Communications within seven (7) working days from the day of receipt by LACMTA Communications staff, Grantee may proceed with producing the Communications Materials as proposed.

11.3 For purposes of this MOU, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

11.4 For signage on Project structures, facilities, vehicles and construction sites, Grantee shall use the phrase, "Funded in part by [Metro logo]" or "Your tax dollars at work [Metro logo]" or **alternative acceptable language**. Further guidance on acknowledging LACMTA contribution is provided in the Communications Materials guidelines available from the LACMTA Communications Division.

11.5 Grantee shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

11.6 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

11.7 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this Section 11.

12. OTHER TERMS AND CONDITIONS:

12.1 This MOU, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this MOU as though fully set forth herein.

12.2 Grantee is obligated, to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to Grantee Funding Commitment ratio) shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this MOU. Equipment acquired as part of the Project, including office equipment, transit vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

12.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this MOU, to protect or

establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

12.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this MOU. Grantee shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) misuse of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this MOU; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this MOU.

12.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU.

12.6 Grantee shall comply with and insure that work performed under this MOU is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

12.7 Grantee agrees that the applicable requirements of this MOU and the Guidelines shall be included in every contract entered into by Grantee or its contractors relating to work performed under this MOU and LACMTA shall have the right to review and audit such contracts.

12.8 Grantee shall not assign this MOU, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

12.9 This MOU shall be governed by California law. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.10 The covenants and agreements of this MOU shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

12.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of Attachment F-1. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

12.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

12.14 Grantee will advise LACMTA prior to any key Project staffing changes.

12.15 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

12.16 Grantee in the performance of the work described in this MOU is not a contractor nor an agent or employee of LACMTA. Grantee attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT C

SCOPE OF WORK

Project Description

The Firestone Boulevard Capacity Improvements (CFP#3124)

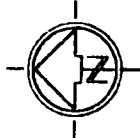
This 2.5-mile major arterial project, located in the City of South Gate, would increase the number of lanes from four to six on Firestone Boulevard from Alameda Street to Annetta Avenue. Landscaped medians with drought resistant plants, sidewalks, bus shelters and bus turnouts will be constructed in segments where the improvements would offer the highest safety and quality of life enhancement. Signals would be synchronized between Alameda Street and Annetta Avenue to reduce traffic congestion and improve bus speeds. Curb and gutter, street lighting, drainage, and utility relocation will also be required to complete the project.

No additional right-of-way will be required for this project.

The funds programmed for this project will be used for design, construction, program management, environmental services, and related services necessary to implement and complete the project.

Project Schedule and Milestones

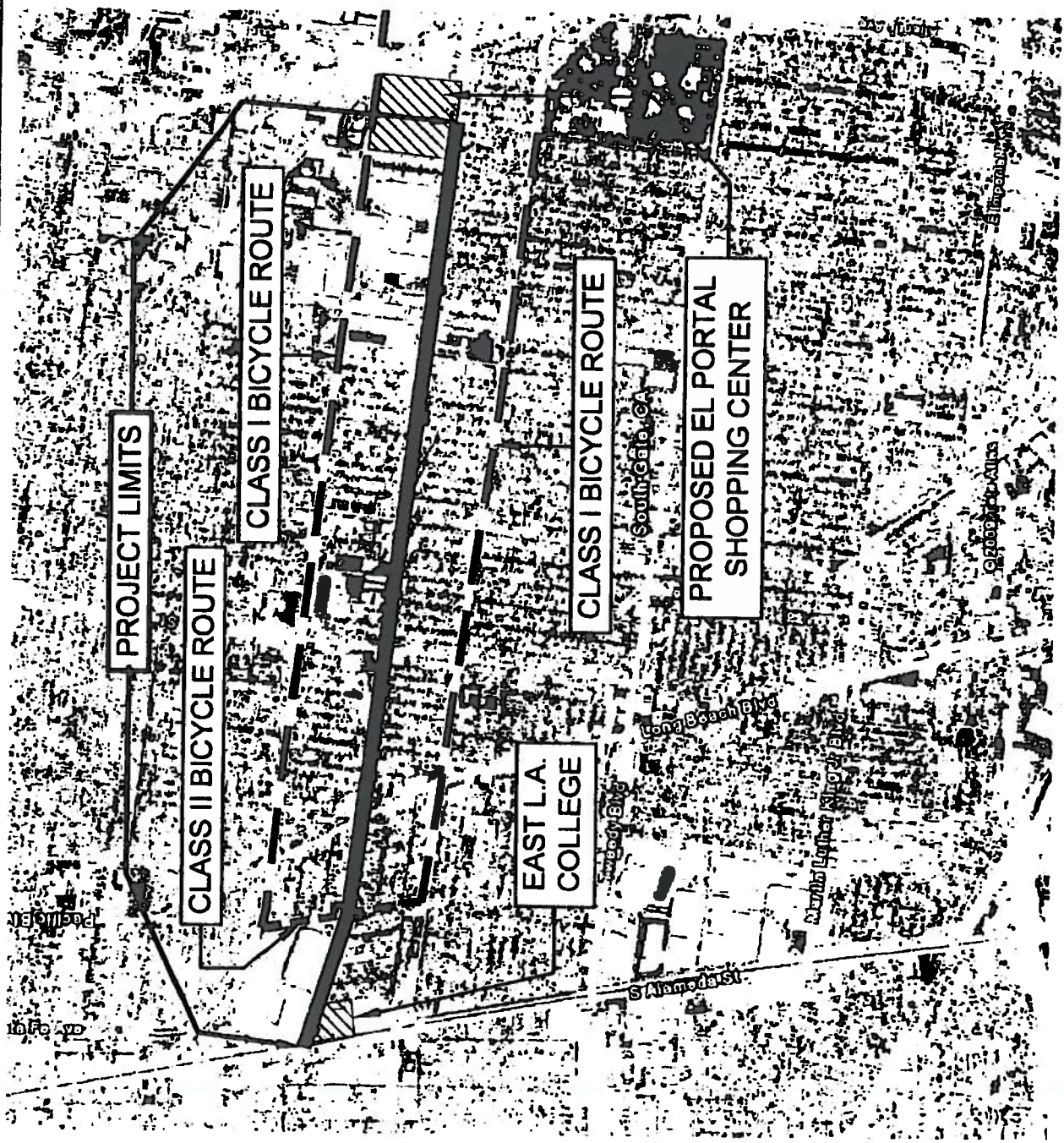
Milestones	Start	Complete
Environmental Phase	January 2012	December 2012
Plans, Specifications, and Estimates	January 2013	June 2014
Advertisement and Bidding	July 2014	August 2014
Construction	September 2014	June 2015

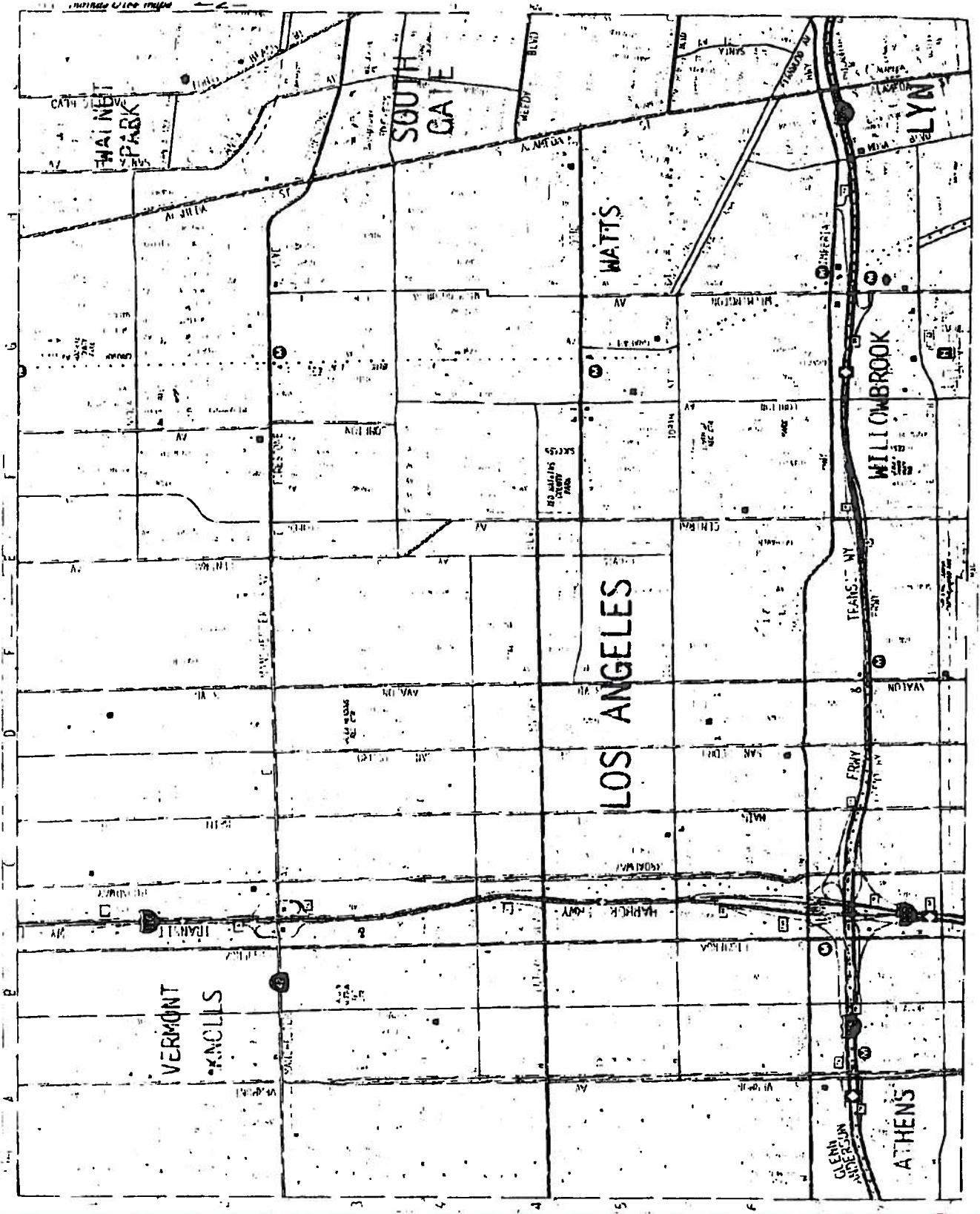


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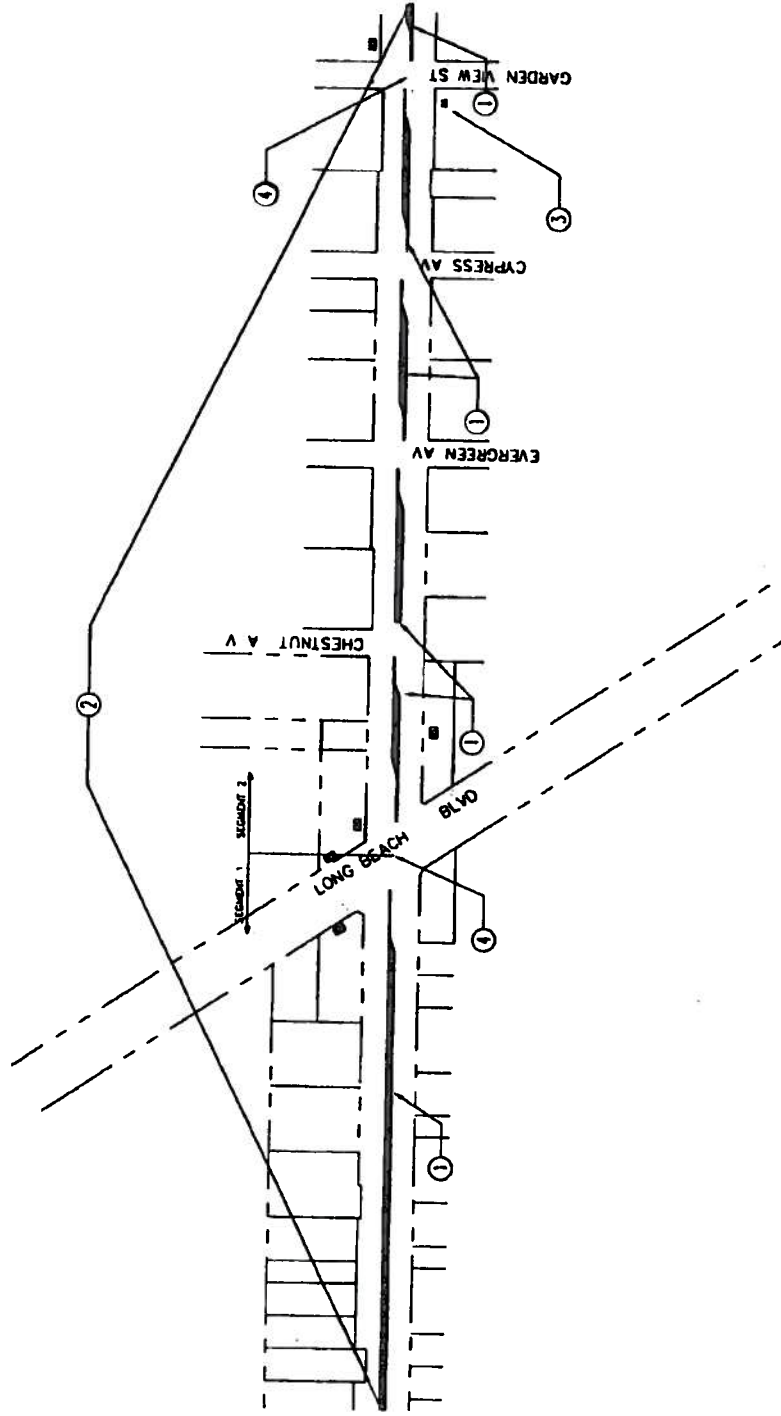


PROJECT LIMITS
FIRESTONE BOULEVARD
FROM ALAMEDA STREET TO ANNETTA AVENUE





FIRESTONE BOULEVARD STREET WIDENING - PSRE



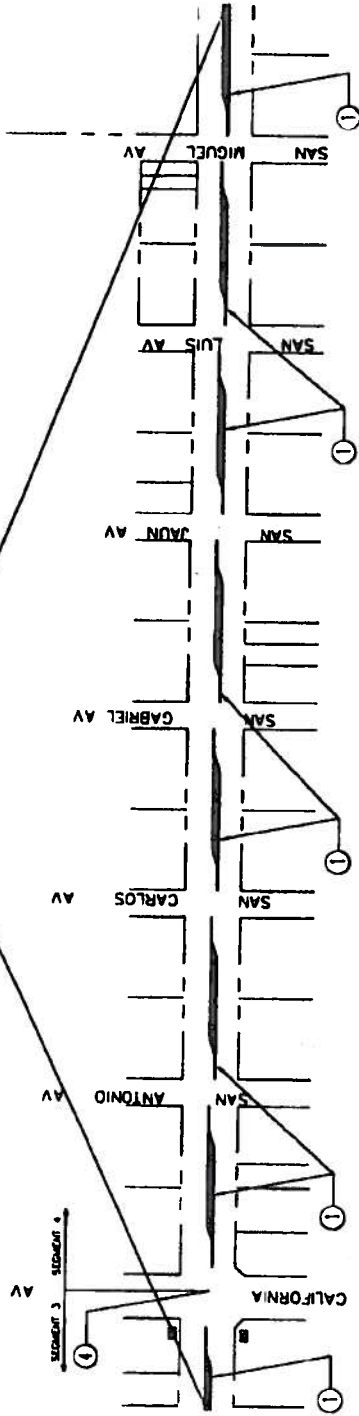
- ① NEW RAISED LANDSCAPED MEDIAN
- ② RESTRIPE FROM 4 TO 6 LANES
- ③ NEW BUS SHELTER
- ④ INTERSECTION SYNCHRONIZATION

WILLDAN
Engineering
 1380 CROSSROADS PARKWAY NORTH
 SUITE 400 INDUSTRY, CA 91745-3487
 (949) 968-5300 FAX (949) 968-7130

Segments 1 & 2: from Long Beach Blvd. to Gardenview St.
 Apr. 20, 2009 Sheet 2 of 7

© 2009 Willdan Engineering, Inc. All rights reserved. Call for Project/Segment Drawing/Revision Log, 4/21/2009 2:37:17 PM \\wp-pst\WID-ARCH\PSRE

FIRESTONE BOULEVARD STREET WIDENING - PSRE



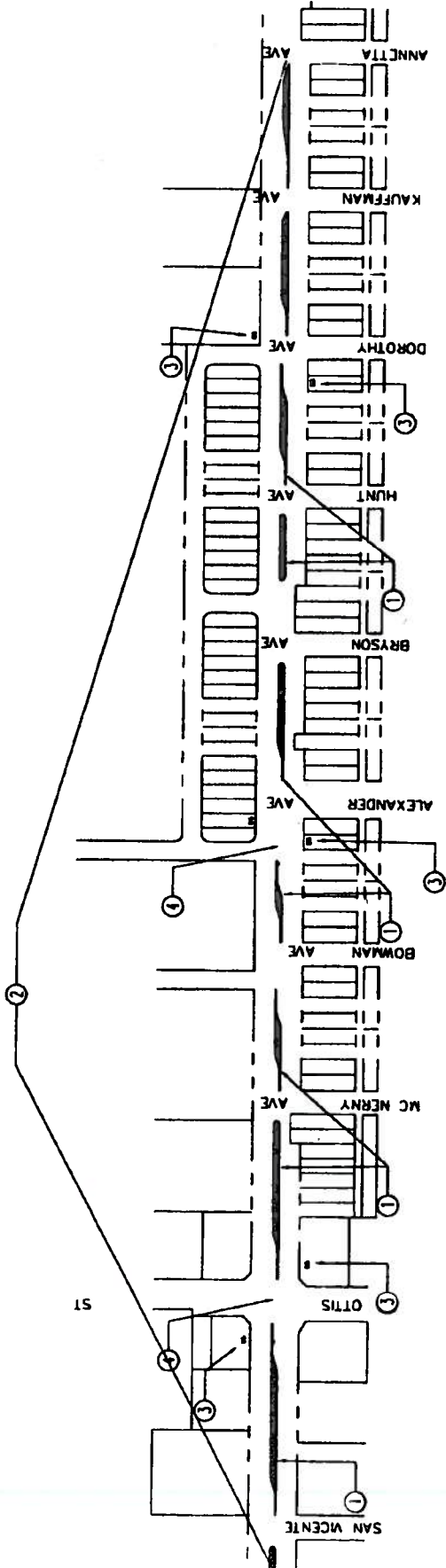
- ① NEW RAISED LANDSCAPED MEDIAN
- ② RESTRIPE FROM 4 TO 6 LANES
- ③ NEW BUS SHELTER
- ④ INTERSECTION SYNCHRONIZATION

WILDAN
Engineering
13181 CROSSROADS PARKWAY NORTH
SUITE 405 INDUSTRIAL, CA 91746-3487
(562) 908-0300 FAX (562) 885-2128

Segments 3 & 4: from California Ave. to San Miguel Ave.
Apr. 20, 2009 Sheet 4 of 7

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FIRESTONE BOULEVARD STREET WIDENING - PSRE



- ① NEW RAISED LANDSCAPED MEDIAN
- ② RESTRIPE FROM 4 TO 6 LANES
- ③ NEW BUS SHELTER
- ④ INTERSECTION SYNCHRONIZATION

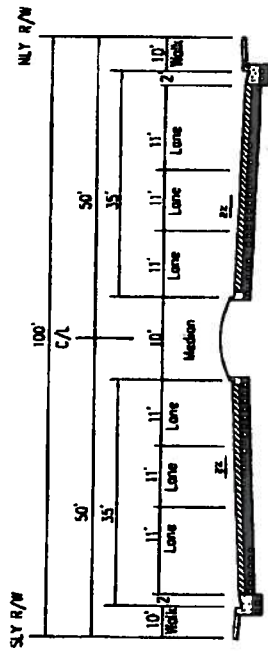
WILLDANI
Engineering

13191 CROSSROADS PARKWAY NORTH
SUITE 405 INDUSTRY, CA 91746-3497
(562) 808-4200 FAX (562) 685-2120

Segment 4: from San Vicente Ave.
to Dorothy Ave.

Apr. 20, 2009 Sheet 5 of 7

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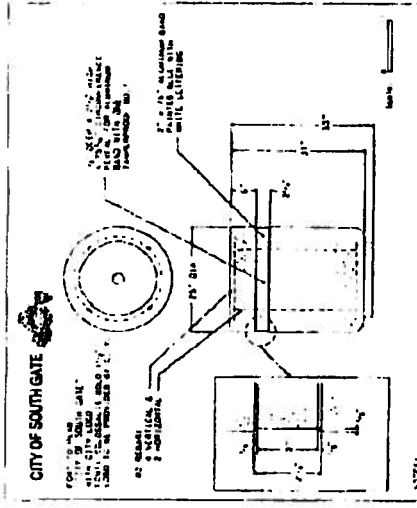
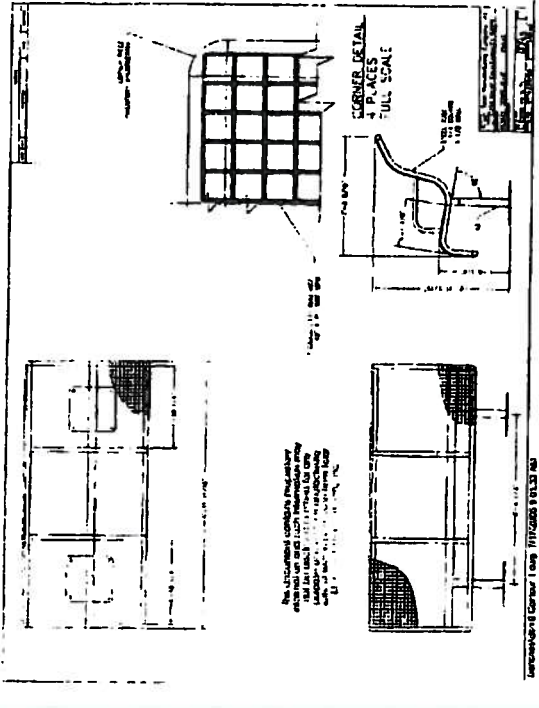
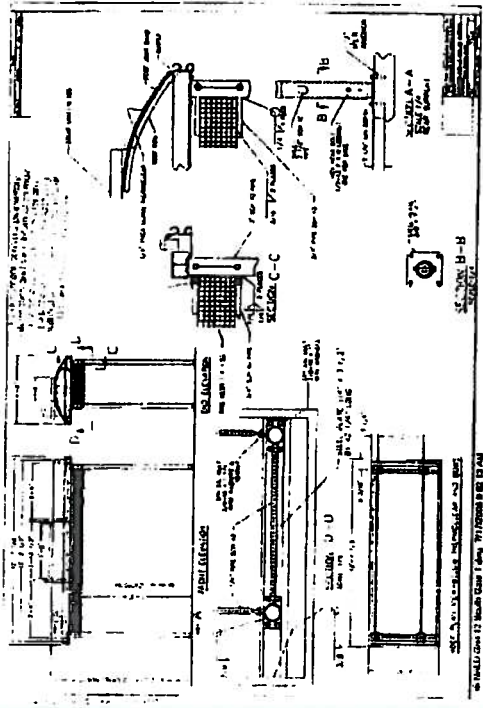
FIRESTONE BLVD (100' RW)
 PREFERRED ALTERNATIVE
 WHERE RESTRIPTED TO 6 LANES

Typical Cross-Sections

Apr. 20, 2009 Sheet 6 of 7

WILLDAN |
 Engineering
 13181 CROSSROADS PARKWAY NORTH
 SUITE 405 INDUSTRY, CA 91745-3497
 (952) 908-4200 FAX (952) 685-3120

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GENERAL SPECIFICATIONS:

1. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT AND THE CITY ENGINEER.
2. ALL MATERIALS TO BE OF THE HIGHEST QUALITY AVAILABLE.
3. ALL MATERIALS TO BE OF THE HIGHEST QUALITY AVAILABLE.
4. ALL MATERIALS TO BE OF THE HIGHEST QUALITY AVAILABLE.
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9. ALL MATERIALS TO BE OF THE HIGHEST QUALITY AVAILABLE.
10. ALL MATERIALS TO BE OF THE HIGHEST QUALITY AVAILABLE.

APPROVED BY: [Signature] DATE: 2-15-13

CITY ENGINEER

CITY OF SOUTH GATE PUBLIC WORKS DEPT.

BUS STOP TRASH RECEPTACLE

DATE: 2-15-13

BY: [Signature]

FIRESTONE BOULEVARD STREET WIDENING - PSRE

WILLDAN |
Engineering

13191 CROSSROADS PARKWAY NORTH
SUITE 403 INDUSTRY, CA 91748-3487
(562) 908-0300 FAX (562) 666-2190

Bus Shelter and Trash Receptacle
Details

Apr. 20, 2009

Sheet 7 of 7

MOU ATTACHMENT D
REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (MOU Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the MOU, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The MOU is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

DEFINITIONS

- **Local Participation:** Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- **Allowable Cost:** To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- **Excessive Cost:** Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- **In-eligible Expenditures:** Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

**LACMTA MOU ATTACHMENT D1
 QUARTERLY PROGRESS / EXPENSE REPORT**

Grantees To Complete
Invoice #
Invoice Date
MOU#
Quarterly Report #

**GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO
 P.O. Box #512296, Los Angeles, CA 90051-0296 after the close**
 of each quarter, but no later than **November 30, February 28,
 May 31 and August 31**. Please note that letters or other forms
 of documentation may **not** be substituted for this form. Refer to the
 Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1 QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project to Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2 GENERAL INFORMATION

PROJECT TITLE: _____

MOU #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2004-2005 2005-2008 2006-2007
 2007-2008 2008-2009 2009-2010

Quarter : Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

- Freeway RSTI Signal Synchronization
 TDM Bikeway Pedestrian
 Transit TEA

LACMTA Area Team Representative / Project Mgr.	Name:	_____
	Area Team:	_____
	Phone Number:	_____
	e-mail:	_____

Project Sponsor Contact / Project Manager	Contact Name:	_____
	Job Title:	_____
	Department:	_____
	City / Agency:	_____
	Mailing Address:	_____
	Phone Number:	_____
	e-mail:	_____

SECTION 3. QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the MOU, with start and end dates. Calculate the total project duration. DO NOT CHANGE THE ORIGINAL MOU MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.

Grantees must make every effort to accurately portray milestone dates in the original MOU Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original MOU Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your MOU. PER YOUR MOU AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

MOU Milestones	Original MOU Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original MOU schedule
 Less than 12 months behind original schedule
 Between 12-24 months behind original schedule
 More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the MOU?

- Yes
 No
 Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
 No
 Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

60

SECTION 4 ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the MOU Attachment C, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
TOTAL				

Notes:

- Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
- All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

Los Angeles Metropolitan Transportation Authority 2013 Federal Transportation Improvement Program (\$000)

TPD LAFS124

Implementing Agency **South Gate, City of**

Project Description: Firestone Boulevard Capacity Improvements. Increase the number of lanes from 4 to 6 on Firestone Blvd within the ROW, raised LS medians, sidewalks, bus shelters & pullouts, c&g, street lighting, & utility relocation.

SCAG RTP Project #: 1ALD4
Is Modal: YES Model #:
Pkt: Harry Henslin - (323) 583-8581
Email: hhenslin@scag.ca.gov
LS: N LS GROUP#:
Conformity Category: NON-EXEMPT
Completion Date 01/30/2017

System: Local Hwy **Route:** **Postmile:** **Distance:** **Phase:** No Project Activity

Lane # Extnd: 4 **Lane # Prop:** 6 **Imprv Desc:** Widen number of lanes from 4 to 6 on Firestone Blvd within the ROW **Air Basin:** SCAB **Envir Doc:** DRAFT NEGATIVE DECLARATION - 03/31/2012

Toll Rate: **Toll Code Loc:** 0 **Toll Method:** **How ass eq loc:** 0 **Utz:** Los Angeles-Long Beach-Santa Ana **Sub-Area:** **Sub-Region:**
Program Code: CAV03 - HIGHWAY/ROAD IMP - LANE ADDS (NO HOV LANES): RS **CTIPS ID:** **EA#:** **PRNO:**

CITY - City Funds	PHASE	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
	PE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	CON	\$226	\$319	\$1,149	\$9,605					\$6,297
	SUBTOTAL	\$226	\$319	\$1,149	\$9,605					\$6,297
	PE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	CON	\$402	\$567	\$2,045	\$8,410					\$4,424
	SUBTOTAL	\$402	\$567	\$2,045	\$8,410					\$9,424
	TOTAL PE: \$0			TOTAL RW: \$0						TOTAL CON: \$14,721

- General Comment: Prior Project Manager has retired. Harry Henslin is the new project manager.
 - Bidding Comment:
 - TCM Comment: No significant change made.
 - Narrative: Project cost stays the same.
- No change in project funding
Total project cost remains the same at \$14,721

Last Revised Adoption 13-00 - Submitted

Change reason: Carry Over, MINOR CHANGE

Total Cost **\$14,721**

RECEIVED

City of South Gate Item No. 15

CITY COUNCIL

JUL 9 - 2020

CITY OF SOUTH GATE OFFICE OF THE CITY MANAGER

AGENDA BILL

1:30pm

For the Regular Meeting of: July 14, 2020

Originating Department: Public Works

Department Director:

Arturo Cervantes

City Manager:

Michael Flad

SUBJECT: PRIVATE DONOR FUNDING OPPORTUNITY FOR THE URBAN OCHARD, CITY PROJECT NO. 539-PRK

PURPOSE: To authorize staff to work with The Trust For Public Land (TPL) to pursue private donor funding opportunities to further fund the Urban Orchard Project, which has a budget shortfall. Such consists of offering naming opportunities to private donors dependent on the amount of the donation.

RECOMMENDED ACTION: Authorize the Trust for Public Land to pursue private donor opportunities to raise funds for the Urban Orchard Project, City Project No. 539-PRK, and to offer naming opportunities to project donors dependent on the amount of the donation.

FISCAL IMPACT: There is no impact to the General Fund. TPL will seek additional funding to reduce the budget shortfall.

ALIGNMENT WITH COUNCIL GOALS: The approval meets the City Council's goal for "Continuing Infrastructure Improvements." The milestone identified in the 2019/20 Work Program is to "Apply for additional grant funding for the Urban Orchard Project."

ANALYSIS: The City and The Trust for Public Land have been collaborating since 2015 to fund, plan, design and construct Phase I of the Urban Orchard Project (Project). To date, the Project has been awarded \$13.4 million, under six grant programs. A total of \$24.7 Million is needed to fully fund Phase I, leaving a funding shortfall of \$11.3 Million. However, \$4 Million is needed to fully fund the baseline project and \$7.3 Million is needed to fund the additive design elements. A multi-prong strategy is in place to pursue additional grant funding (see below). One of the elements of the strategy is to pursue private donor funding opportunities. TPL is a nonprofit 501(c)(3) organization, whose mission is to create parks and protect land for people, ensuring healthy, livable communities for generations to come. TPL would utilize its philanthropic resources to help close the funding gap. If approved, TPL would seek private donor funds that will provided the naming opportunities of the funded elements contingent on the sponsorship level. Below is a sample list of amenities to be funded.

Table with 2 columns: Sponsorship Opportunity, Sponsorship Level. Rows include Urban Orchard education building, Oak knoll development, Wetland, Walking paths, Nature playground, Education garden, Picnic Area with shade structure, Orchard (upper and lower), Individual benches, Drinking fountains.

BACKGROUND: The Urban Orchard Project is a proposal to construct a 30-acre passive park along the Los Angeles River, primarily, to treat storm water run-off. In addition to open space, the passive park will feature a community orchard with hundreds of fruit trees, a constructed wetland, an education garden, walking paths, native landscaping and a mile long extension of the Los Angeles River Trail. The Project will be implemented in three phases. Phase I is within the 7-acres City-owned land north of Thunderbird Villa Mobile Home Park, Phase II and Phase III are within the Los Angeles Department of Water and Power, Metropolitan Water District, Southern California Edison and other City-owned right-of-way.

Design of Phase I is substantially complete. The budget requirement is \$24.7 Million. A total of \$4 Million is needed to construct the baseline project. This excludes the additive design elements (Education Buildings, the Knoll, the nature playground, lighting, park tables and benches). The budget requirements for the additive design elements is \$7.3 Million. As such, the total budget shortfall to fully fund both the baseline project and additive design elements is \$11.3 Million.

One of the alternatives being considered to reduce the funding gap is donor participation as discussed above. The City and TPL are also pursuing other grant opportunities. TPL has submitted grant applications to the (a) Rivers and Mountain Conservancy - Lower LA River Prop 68 Grant, and the (b) Natural Resources Agency - Urban Greening Grant, with a combined value of \$7,368,988. In addition, staff will assess the potential to utilize Proposition A and Measure W funds. Finally, the City will pursue additional funds through the County of Los Angeles Flood Control.

Below is the list of grants received to date to fund the Project:

Grantor	Grant Recipient	Grant Amount	Purpose
Rivers and Mountain Conservancy	TPL	\$845,000	Design services
State Water Resources Control Board	South Gate	\$7,975,100	Storm water improvements
Land and Water Conservation Fund	South Gate	\$3,000,000	Recreation Improvements
Rivers and Mountain Conservancy	TPL	\$1,387,401	Storm water improvements
EPA Technical Assistance	South Gate	\$200,000	Environmental testing
TPL	TPL	\$25,000	Public outreach
Total Grants Received for Phase I		\$13,432,501	

ATTACHMENT: None

GD:lc

RECEIVED

City of South Gate

Item No. 16

JUL 9 - 2020

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:25am

AGENDA BILL

For the Regular Meeting of: July 14, 2020

Originating Department: Public Works

Department Director:

Arturo Cervantes

City Manager:

Michael Flad

SUBJECT: CITYWIDE PARKING STUDY, CITY PROJECT NO. 590-RPT

PURPOSE: This item was continued from the regularly scheduled City Council Meeting of June 9, 2020. The City Council commissioned the Citywide Parking Study in order to develop strategies to enhance on-street parking citywide. The study is complete and ready for approval.

RECOMMENDED ACTION: Reschedule consideration to approve the Citywide On-Street Parking Management Plan and the Priority Tool Kit to an in-person City Council Meeting after the COVID-19 pandemic.

FISCAL IMPACT: There is no impact to the General Fund. Implementation of the Citywide On-Street Parking Management Plan's recommendation will require staffing and funding resources. At a future time, the City Council will be requested to program funds to implement recommended parking solutions.

ALIGNMENT WITH COUNCIL GOALS: The Citywide Parking Study is in the City Council's Fiscal Year 2019/20 Work Program to "Continue Creating and Protecting Strong and Sustainable Neighborhoods."

ANALYSIS: On-street parking issues on residential streets have been prevalent citywide for many years. The common issue is that it is difficult to find parking on residential streets, particularly in the evening hours and on weekends. Demand for parking exceeds parking availability in many of the City's residential neighborhoods. According to input received from residents through surveys conducted, the range of issues that contribute to the parking problems are wide-ranging.

Over the years, the City has implemented solutions to address parking issues as opportunities have risen. The solutions implemented thus far include, but are not limited to the following two examples. The City Council reduced street sweeping parking restrictions from eight hours to four hours in residential streets citywide. The City Council also acquired parking lots throughout the City in order to provide more public parking.

The Citywide On-Street Parking Management Plan changes the approach to implementing solutions. Rather than address issues as they arise, the study proposes a planned set of multi-faceted strategies that can be implemented in the short-, mid- and long-term. Eight guiding principles and 181 parking solutions were developed.

In light of the many issues and solutions, a Priority Tool Kit was developed. It prioritizes parking solutions across the eight guiding principles that can impact a wide range of issues in the community. The goal was to be efficient yet effective. For example, a permit district is proposed as an area-wide

solution that could address a wide variety of issues such as parking impacts from businesses, schools and residents owning several cars. The guiding principles are listed on the following page.

1. Organize an internal Parking Task Force.
2. Direct the Public Works Department to implement as-needed parking strategies on public streets.
3. Direct the Police Department to address operational issues related to on-street parking with more parking enforcement.
4. Direct Code Enforcement Officers to focus on addressing private property issues impacting on-street parking.
5. Provide private property owners with opportunity and strategies to better utilize off-street parking space.
6. Implement public parking strategies.
7. Implement a community educational campaign.
8. Direct Community Development Department staff to create planning initiatives to enhance on-street parking conditions.

BACKGROUND: The City has been experiencing on-street parking issues that are wide-ranging and of concern to the community. According to the Citywide On-Street Parking Management Plan, the root cause of the parking issues is complex and also wide-ranging. From a broad perspective, the following are some examples of root causes impacting on-street parking: population density, cost of living, high vehicle ownership rates, household and vehicle density, property density, lack of expansive Alternative Modes of Transportation, residents not using their own driveways, lack of available off-street parking for apartment tenants, vehicles stored on street for sale or service, and lack of usage of public parking lots.

The following summarizes some of the findings of the study:

- **Vehicle Ownership:** It is estimated that residents own over 50,000 vehicles yet there is only 31,307 parking spaces on the street.
- **Demand for On-street Parking:** Demand for on-street parking is high citywide. Some neighborhoods experience a parking demand of 92 percent of the parking capacity, on evenings and on weekends.
- **Street Sweeping Parking Restrictions:** On street sweeping day, the impact on parking is approximately twofold as residents can only park on one side of the street.
- **Operational Issues:** There are visible parking issues citywide such as double parking, parking adjacent to red curb, parked cars that partially block driveways, parking in front of fire hydrants, and parking near intersections. Residents would like to see a higher level of parking enforcement.
- **Lack of or Underutilized Alternative Modes of Transportation:** There are existing few viable alternative modes of transportation Citywide. For example, bike facilities are not robust, and the City is not currently served by light rail.
- **Inefficient Use of Available Parking:** Driveways are used inefficiently, as is parking on residential streets. For example, residents park one car across two parking spaces. A large number of residents were observed to be occupying curbside parking space when there was sufficient storage available in residents' own driveways.
- **Land use Issues:** There are issues that impact parking during "surge" times of the day. For example, parents of student's temporarily park or double-park on streets during school pick-up

and drop-off hours. Automotive sales/repairs shops store vehicles on the street rather than on their property, during normal business hours.

- **Converted Garages:** When a garage is converted, demand for on-street parking typically increases, particularly when a second household moves in. The average household in South Gate owns 2.3 vehicles.
- **Roadway Design Constraints:** There are opportunities to increase parking capacity on some City streets. For example, it is currently prohibited to park within 15 feet of a fire hydrant. That distance can be reduced by ordinance or resolution according to the vehicle code.
- **Narrow Driveways:** Residential lots are not large, and that leads to narrow driveways. Narrow driveways are known for discouraging parking on the driveway. Some residents have widened their driveways into the landscape setbacks.

The Citywide On-Street Parking Management Plan proposes a suite of planned solutions. The primary task is the creation of a Parking Task Force composed of an advisory group from representatives from various City Departments. This task force will serve to inform the City Council and offer recommendations to identify and address short-term parking solutions that can be implemented annually.

Civic engagement was a high priority. Staff held five community meetings, a business and school outreach meeting, an on-line survey, and two pop-up city events. Over 400 residents participated in the meetings. Over 760 residents participated on the on-line survey. Residents were given an opportunity to share their issues, as well as what they believe are the solutions. The City received over 1,200 comments. After reviewing all comments from the community, it is evident that there is no consensus on what the issue is or what the solution should be regarding the lack of parking within the City. Therefore, the solution for the problem is not the same for each resident. For example, some residents state that there is not enough parking on a street (issue) and that the City should add more spaces (solution). A resident with an opposing view would argue the solution would exacerbate the problem, because it would allow for more vehicles to park on the street. Another example, a resident indicated that neighbors have too many cars and that permits should be issued to limit how many can park on the street. A resident with an opposing view would argue that parking should be available to all the residents in their home of driving age, as they provide financial support needed to sustain the household.

The study used the latest in technology to inventory parking conditions. The City now has all parking controls citywide, documented on a GIS system. This puts the City one step closer to being in a "shovel-ready state" to implement projects.

Attachment "A" includes a Priority Tool Kit with eight guiding principles and 32 recommended strategies.

Attachment "B" includes the Executive Summary of the Citywide On-Street Parking Management Plan. The Citywide On-Street Parking Management Plan is available at the City Clerk's office for review.

- ATTACHMENTS:**
- A. Priority Tool Kit
 - B. Citywide On-Street Parking Management Plan: Executive Summary

PRIORITY TOOL KIT Top Short-, Mid- and Long-term Strategies per Guiding Principles		Citywide On-Street Parking Action Plan - South Gate, CA			
RS#	Timeframe	Description	PW	PD	CD
Guiding Principle Area #1: Organize an Internal Parking Task Force					
1.01	ST	Create a Parking Task Force to guide City Departments in the implementation of the Citywide On-Street Parking Management Study, with a focus on the Priority Tool kit.	PW	PD	CD
1.02	ST	Pursue City Council approval to modify programs, policies, and ordinances that impact on-street parking conditions, such as, Preferential Parking Districts (PPD), parking restrictions, development policies, private property improvements, etc.	PW	PD	CD
1.03	ST	Provide an annual report to the City Council on the accomplishment of the Parking Task Force in implementing the Citywide On-Street Parking Management Study and Priority Tool kit.	PW	PD	CD
1.04	MT	Develop a strategy to proactively, cost-effectively and efficiently implement short-term, mid-term and long-term strategies outlined in the Citywide On-Street Parking Study.	PW	PD	CD
Guiding Principle Area #2: Authorize Public Works to Implement As-Needed Parking Strategies on Public Streets					
2.01	ST	Collaborate with external agencies in the development of passenger light rail to promote alternative modes of transportation.	PW	PD	CD
2.02	ST	To enhance parking, assess parking restrictions, such as at intersections and adjacent to fire hydrants, and make recommendations that could lead to increasing on-street parking capacity however in a manner that meets safety standards.	PW	PD	CD
2.03	ST	Assess traffic signage prohibiting the parking of commercial and oversized vehicles on residential streets, for adequacy in resolving parking issues.	PW	PD	CD
2.04	ST	Implement pilot programs in advance of implementing parking solutions that could be impactful to the community, such as area wide Preferential Parking Districts and marking of on-street parking stalls.	PW	PD	CD
2.05	MT	Prioritize the assessment of the City's Preferential Parking District and recommend improvements to optimize its effectiveness.	PW	PD	CD
2.06	LT	Pursue grant opportunities to implement capital projects for alternative modes of transportation such as bike facilities, as means to encourage non-motorized modes of travel.	PW	PD	CD
Guiding Principle Area #3: Direct Police Department to Address Operational Issues Related to On-Street Parking with More Parking Enforcement					
3.01	ST	Assess parking enforcement activities in areas with the highest on-street parking demands, for sufficiency in addressing parking issues.	PW	PD	CD
3.02	ST	Publicize new parking restrictions and provide a 30-day grace period for enforcement.	PW	PD	CD
3.03	MT	Assess staffing capacity of the parking enforcement program to determine if additional parking enforcement officers could improve on-street parking conditions.	PW	PD	CD
3.04	MT	Work with East Los Angeles College Expansion Project representatives to develop programs that prohibit students from parking on residential streets.	PW	PD	CD
3.05	LT	Consider License Plate Recognition (LPR) technology to digitally "chase" vehicles parked longer than 72 hours, or otherwise identify and log improperly parked vehicles in designated "No Parking" locations such as in PPDs.	PW	PD	CD
Guiding Principle Area #4: Direct Code Enforcement to Focus on Addressing Private Property Issues Impacting On-Street Parking					
4.01	ST	Identify and assess enforcement of City Ordinances that regulate issues that negatively impact parking and traffic flows (e.g. converted garages, illegal businesses in residential neighborhoods, etc.), for sufficiency in resolving parking issues.	PW	PD	CD
4.02	MT	Enforce existing ordinances and design requirements to mitigate issues discouraging usage of private driveways (e.g. right distance, vegetation, block walls, etc.).	PW	PD	CD
4.03	MT	Where possible, require project sponsors seeking to convert garages to residential dwellings to provide adequate parking on private property, in a manner that complies with State law.	PW	PD	CD
4.04	MT	Assess the impact of adding Code Enforcement personnel to enforce city ordinances that lead to enhancing parking conditions.	PW	PD	CD
Guiding Principle Area #5: Provide Private Property Owners with Opportunities and Strategies to Better Utilize Their Off-Street Parking Space					
5.01	ST	Consider implementing pilot programs to allow improvements on residential properties that could lead to increasing parking capacity within the property, such as, allowing the widening of existing driveways to provide parking for an additional vehicle.	PW	PD	CD
5.02	MT	Develop programs that encourage and/or enable residents to utilize their garages for vehicle parking.	PW	PD	CD
Guiding Principle Area #6: Implement Public Parking Strategies					
6.01	ST	Develop strategies to enable residents to locate and park on public parking lots and municipal parks facilities, inclusive of allowing overnight parking (i.e. modifying ordinance to allow overnight parking, way finding signage, etc.).	PW	PD	CD
6.02	MT	Evaluate an Advanced Parking System (APS) to facilitate ways to find parking availability at City-owned parking lots.	PW	PD	CD
6.03	MT	Develop strategies for shared parking agreements amongst private property owners that would also consider allowing overnight parking.	PW	PD	CD
6.04	LT	Coordinate with UPRR to provide public parking within their right-of-way, along Ardmore Avenue and Independence Avenue.	PW	PD	CD
Guiding Principle Area #7: Implement a Community Educational Campaign					
7.01	ST	Provide educational information to residents on what they can do to enhance parking conditions on residential streets.	PW	PD	CD
7.02	ST	Develop online residential parking resources and information fact sheets.	PW	PD	CD
Guiding Principle Area #8: Direct Community Development Department to Create Planning Initiatives to Enhance On-Street Parking Conditions					
8.01	ST	Encourage apartment owners and multi-family building managers to provide tenants with secure bike facilities.	PW	PD	CD
8.02	LT	Support Light-Rail (Eco-Rapid Transit) projects and enhanced access to light rail stations.	PW	PD	CD
8.03	LT	Encourage businesses to explore feasibility of ride-sharing programs or parking incentive programs, such as California's Parking "Cash Out" Law (AB 213) for employers who currently provide free parking.	PW	PD	CD
8.04	MT	Work with local schools to develop neighborhood traffic management plans (NTPM) which incorporate parking mitigation strategies for faculty, staff and students who currently park on adjacent residential streets.	PW	PD	CD
8.05	MT	Investigate the potential need, viability and benefits of car-thruway-pedestrian paths between residential neighborhoods and commercial or school areas to encourage walking as a viable mode of transportation.	PW	PD	CD
8.06	MT	Require development projects to implement and/or contribute toward Transportation Demand Management (TDM) improvements.	PW	PD	CD
8.07	MT	Require new development to create safe pedestrian and bicycle paths towards schools, shopping centers and other destinations to encourage walkability.	PW	PD	CD

4

PRIORITY TOOL KIT | Top Short-, Mid- and Long-term Strategies per Guiding Principles

Citywide On-Street Parking
Action Plan - South Gate, CA

RS = Recommended Strategy (only High Priority strategies shown)

RS#	Timeframe	Description	PW	PD	CD
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Notes:

- ST** Short term priority/implementation (Within 1 Year)
- MT** Mid-term priority/implementation (Within 1 to 5 years)
- LT** Long term priority/implementation (Within 5 to 10 years)

Responsible Department(s)

- PW: Public Works
- PD: Police
- CD: Community Development



Executive Summary

1.1 - Overview of the Parking Management Plan

The City of South Gate engaged Minagar & Associates, Inc. (Minagar) to complete a Citywide Parking Study. The goals of this study were to evaluate current supply and demand conditions on every public street and block within the City of South Gate, and to obtain public feedback and input on parking issues. Further, Minagar was tasked with developing recommendations and a comprehensive plan based on the results of the study and discussions with city staff, to guide the city management in implementing future strategies and carrying out effective parking policy.

The team’s findings and recommendations in this Plan provide the City of South Gate a valuable toolkit of strategies to address its ongoing parking issues, and an opportunity to make important, impactful changes for its citizens that will help to ensure that the on-street parking supply will continue to serve its residents and businesses well; that existing and future regulations are effectively and equitably enforced; that any changes to the City’s parking regulations or enforcement of such regulations are strategically defined and well-communicated to the public; and that parking will not continue to be a deterrent to the quality of life for those who live and work in South Gate.

In cooperation with Katherine Padilla Associates (KPA), Minagar & Associates, Inc. and City of South Gate Public Works staff focused on identifying existing on-street parking deficiencies, particularly in residential neighborhoods, encountered throughout the City on a day-to-day basis. The parking study was founded on understanding the root causes of the parking issues, based on the collected parking data and community feedback. This knowledge was then used to develop a set of short-term, mid-range and long-term recommendations and policies to support the City in addressing these issues. Combined, the parking survey data, public outreach efforts, incorporation of community-wide input, and cooperation with City staff and management to develop parking strategies and policy recommendations form this “Parking Management Plan” to guide the City of South Gate in a clear direction to address on-street parking issues over the next 10 years.

1.2 - Citywide On-Street Parking Study and Community Outreach

A series of on-street parking utilization surveys were first conducted across the City of South Gate, over the span of several weeks, and covering every public street in the City. The surveys began with Minagar staff conducting walking audits along every city block to



estimate the amount of on-street parking space available at the curb based on frontage length between driveways, absent parking obstructions and prohibitions such as fire hydrants, driveways, No Parking signage and painted curb zones. Each street was then driven multiple times each day to observe the number of cars occupying these spaces in order to understand how the existing on-street parking supply was being utilized on a typical day. Field staff also reviewed the video footage to identify potential causes of the parking deficiencies observed during the surveys. The collected data was then aggregated and analyzed to identify parking utilization rates across each community zone within the City, and the locations and times during which on-street parking utilization exceeded acceptable levels.

Following the field data collection parking surveys, Minagar and its public outreach consultant, KPA, worked with city staff to coordinate several community outreach meetings to obtain useful and measurable public input. The community's feedback was reviewed and incorporated into the Study as a tool to further inform Minagar's recommendations, and its understanding of localized parking issues within the city. The Project Team also administered an online survey for South Gate residents to take and provide feedback on the various parking issues and potential solutions. A combination of multiple choice responses and custom comments from individuals was returned over a one-month period, with a total of 762 residents who participated in the online survey.

The most notable findings of the online survey revealed that while the majority of respondents agreed on the key causes of parking issues (*Too many cars/drivers per household – 77%, Residents not using their own driveways or garages to park their cars – 62%, Multiple cars are parked on the street, stored or seldom used – 55%*); with the exception of providing preferential parking permits to residents (60% agreed this was a viable solution) the recommended strategies which might help to rectify these issues did not garner strong consensus across the board (*Install marked on-street parking stalls – 39%, Encourage residents to use their driveways/garages – 36%, Increase parking/police enforcement – 29%*; and so on). This indicated to the Project Team that residents do experience common sets of parking problems—high demands, constrained supply, and poor parking behaviors by others—and yet, there appears to be no “one size fits all” solution. Rather, a multi-faceted strategy which takes into account local neighborhood issues and characteristics, and combines the efforts of both the residents and the City would be the best approach in any given situation to resolve the ongoing parking problems in the City.



1.3 - Key Findings of the Study

Following are key findings from this study:

- **On-street parking on residential streets is the biggest issue.** The core issue is the widespread lack of available on-street parking on *residential streets*, i.e., the curbside space within the public right-of-way typically open for residents to park their cars in front of (or at least near) their home. Approximately two-thirds of all publicly-maintained roadways in City of South Gate is comprised of local streets¹; that is, roadways with direct vehicular access from the public right-of-way to residents’ properties. Therefore, while curbside parking does accumulate on major collector streets and arterial highways throughout the City, the data reveals that the principal volume of on-street parking accumulation (and thus the focus of most of the City’s parking issues) occurs within local neighborhoods on residential roadways, where cars are commonly found lining both sides of virtually every street, each day all throughout the week.

One of the most noticeable issues when driving through residential streets in the City of South Gate is that virtually every local street is significantly narrow, to the point where the presence of on-street parking on both sides of the street significantly constrains the passage of two-way traffic. This is especially the case for larger vehicles such as utility services, vans and pickup trucks. Based on the City of South Gate’s Municipal Code and Zoning Ordinance², a “narrow street” is defined as a roadway which is thirty feet or less in width. On such streets, the Director of Public Works may authorize the prohibition of parking on one side in order to enhance public safety and improve traffic mobility, since the presence of curbside parked cars (approximately 7 to 8 feet in width from the curb face, with side-view mirrors included) on both sides of the street leaves very little room for concurrent opposing traffic (30’ wide street – (2 x 7’ parking lanes) = 16 feet / 2 travel lanes → 8-foot travel lane per direction). Unfortunately, since the vast majority of the City’s residential roadways are 30 feet wide, and thus currently built to a “narrow street” standard, restricting parking on one side of every street for safety and mobility reasons may inadvertently cause a disproportionate number of residents who currently park on these streets—whether out of necessity or by choice—to be in direct violation of the City’s parking code.

¹ Management Partners. (2018, April 3). *Street Sweeping Evaluation Project Report*. Retrieved from City of South Gate City Council Agenda, May 8, 2018 Item No. 17.

² City of South Gate Municipal Code, Chapter 8.12, Section 040(J) pursuant to Ord. 1982 § 2, 4-11-95.



Therefore, in light of various pre-existing socioeconomic and operational factors discussed in further detail in this study which affect parking demand (e.g., population density, housing density, automobile ownership, frontage width, existing driveway dimensions, fixed street widths) two-sided on-street parking on narrow residential streets has not been prohibited by the City except on uniquely narrow streets such as Duane Way, Missouri Avenue, Deeble Street or Mariposa Lane where permitting it would render two-way traffic between parked cars impossible.

- Based on the field data collection, the highest on-street parking demands in the City exist in the neighborhoods west of Alexander Avenue (Zones 1 through 3), particularly during the weekday overnight hours and mid-day Saturday periods when most residents are home and the need for on-street parking reaches its peak. Neighborhood areas east of Alexander Avenue (Zones 4 and 5) also showed unsuitably high on-street parking conditions, only to a slightly lesser degree than the west side of the City. The highest concentration of frequently over-parked streets was found to be in the residential neighborhoods within a half-mile distance to the west and east of Long Beach Boulevard. The following is a summary of the peak parking utilization periods in each of the surveyed community zones in the City:
 - Zone #1 – Alameda to Long Beach: 92%
 - Zone #2 – Long Beach to California: 93%
 - Zone #3 – California to Alexander: 77%
 - Zone #4 – Alexander to I-710 Freeway: 68%
 - Zone #5N – I-710 to east city limits, north of Imperial: 46%
 - Zone #5S - I-710 to east city limits, north of Imperial: 58%

Based on industry practice, a maximally acceptable utilization rate for on-street parking is generally 85 percent. At this point, a driver can expect to find 1 free space for every 7 occupied. Above 85%, the parking accumulation has exceeded the functional capacity of the curb lane for convenient use, causing drivers (e.g., residents, guests) to park much further away from the intended destination/residence.

- Supply Sufficiency: Based on the above-described citywide parking utilization surveys it was concluded that South Gate’s existing on-street parking supply, particularly within residential areas and during critical times of the day, is generally insufficient to meet localized demands. While most properties in South Gate do contain sufficient storage space in existing on-garages and driveways for multiple cars to be parked off of the street, on-street parking is much more convenient for many users and seemingly in higher demand in comparison to driveway/garage



parking. Factoring in the various constraints imposed by socioeconomic conditions and the limitations of the pre-existing built environment for residential neighborhood parking, it is seen that curbside parking is not immediately available to all residents, and that as a result many drivers wind up engaging in inconvenient or disruptive parking practices, such as rotating parked vehicles in driveways, pre-meditative double parking and “space saving”, parking over sidewalks or front lawns, or finding an open curbside space much further away from their residence. Fortunately, there are a number of factors actively contributing to these localized shortages which can be alleviated now; for example, improving the use of parking spaces available on private property, adding more parking spaces on the street, or reducing the need for automobile ownership and parking demands. The efficiency of the current supply could be further improved by upping enforcement of existing parking and code regulations to make the existing curbside parking supply more readily available for regular users.

- **Public Perception of the Issues, and Community-Supported Strategies:** The community mostly believes that the existing on-street parking deficiency is a matter of there being too many people per residence, owning too many cars, and an excessive number of cars on the street that should instead be parked in driveways and garages (or should not be there to begin with, as is the case of vehicles parked from nearby businesses, customer/employee vehicles of unpermitted home businesses, parked cars from residents of other streets, apartment tenants parked in front of single-family properties, or car sales/repairs on the street). In addition to the perception that neighbors prioritize the on-street parking lane over their own private driveways and garages, community members widely believe that simply the sheer number of resident car owners and automobiles per household is a root cause of the problem which causes the demand for on-street parking to extend beyond the limits of each individual property. Residents have also voiced a common concern over the intrusion of on-street parking by nearby businesses and schools, and the prevalence of unused cars left abandoned on the street which also contributes to the lack of available parking space. In terms of resolving the existing on-street parking problems, there is shared belief among the community that the best solution will involve a combination of the City implementing policies to affect parking availability, coupled with residents adopting new behaviors. Strategies that garnered the most public support included areas involving: preferential parking districts (residential on-street parking permits); better management and regulation of the existing on-street parking system (e.g., marked on-street stalls, increased parking enforcement); and ways to encourage or compel residents to prioritize the use of their driveways



and garages for car parking (e.g., widening driveways, using garages for parking rather than dwelling space or storage).

- **Community Education:** Many community members are unaware of the countless causes behind the parking issues experienced in their own community, some of which they themselves may be contributing towards and can help alleviate. Existing parking regulations are one such aspect of the needed community education which is essential to the integrity of South Gate’s public rights-of-way and on-street parking use. For instance, prohibitions related to parking large vehicles (i.e., greater than 7.5 feet wide) on residential streets; parking vehicles on the street for more than 72 hours in the same place; storing a non-operational vehicle on a public roadway for any longer than 12 hours; parking on a front lawn; and parking in a manner which blocks one’s own driveway. Targeted outreach and education on “good neighbor” parking behaviors and City regulations and the benefits they offer to the community is essential.

1.4 - Recommended Parking Strategies and Policies

Following are key action items recommended by this study:

- 1.) *Present the recommended parking policies, or “Guiding Principles”, described below and contained in this Citywide On-Street Parking Management Plan to City Council for adoption.*
- 2.) *Circulate this Plan to relevant city departments for future reference in leveraging the various “parking toolbox” strategies contained herein to mitigate on-street parking conditions in the short, medium and long term.*

Summary of Recommended Parking Policies

- Guiding Principle #1:
 - **Organize an internal Parking Task Force**
- Guiding Principle #2:
 - **Authorize Public Works to Implement As-Needed Parking Strategies on Public Streets**
- Guiding Principle #3:
 - **Direct Police Department to Address Operational Issues Related to On-Street Parking with More Parking Enforcement**



- [Guiding Principle #4:](#)
 - ***Direct Code Enforcement to Focus on Addressing Private Property Issues Impacting On-Street Parking***
- [Guiding Principle #5:](#)
 - ***Provide Private Property Owners with Opportunities and Strategies to Better Utilize Their Off-Street Parking Space***
- [Guiding Principle #6:](#)
 - ***Implement Public Parking Strategies***
- [Guiding Principle #7:](#)
 - ***Implement a Community Educational Campaign***
- [Guiding Principle #8:](#)
 - ***Direct Community Development Department to Create Planning Initiatives to Enhance On-Street Parking Conditions***

Summary of Parking Toolbox Strategies

The Team's combined efforts of field parking utilization surveys and public outreach resulted in the development of various parking toolbox strategies which could be applied to address specific parking issues encountered throughout the City. Through a series of screening steps, the following measures have been recommended for the City to implement as part of a short-term (within 1 year), mid-range (5-year) and long-term (10-year) plan:

Short-Term Parking Strategies (within 1 year):

- Create a Parking Task Force to examine and address concerns raised in the Citywide On-Street Parking Management Study, and to guide the City's departments to implement the "Guiding Principles" and priority-list strategies developed in the citywide on-street parking action plan
- Remove/Reduce Red Curb Zones to Add Parking Space
- Stripe On-Street Stalls (Parallel)
- Increase Existing Code Enforcement
- Increase Parking Enforcement
- Allow Driveway Widening
- Develop an education campaigning program
- Involve Residents to Help Monitor/Enforce Parking Regulations
- Reach out to apartment owners to provide tenants with secure bicycle facilities to encourage more bike use and reduce auto ownership
- Improve public awareness of City-owned parking lots by installing wayfinding guide signage; publishing locations maps in visible places of public gathering or

RECEIVED

Item No. 17

JUL 7 2020

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:40pm

AGENDA BILL

For the Regular Meeting of: June 14, 2020
Originating Department: Office of the City Clerk

City Clerk: 
Carmen Avalos

City Manager: 
Michael Flad

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES.

PURPOSE: To historically preserve the events of the City Council Meetings.

RECOMMENDED ACTION:

- A. Approve the Regular and Special Meeting minutes of June 23, 2020

FISCAL IMPACT: None.

ANALYSIS: The minutes are provided to the City Council on the Wednesday prior to their regular business meeting. Amendments should be provided to the City Clerk’s Office within 24 hours of a City Council Meeting so that verification of the record and corrections are made accordingly. A revised document will be provided to the City Council prior to the Meeting.

BACKGROUND: The minutes typically describe the events of the meeting and may include a list of attendees, a statement of the issues considered by the participants, and related responses or decisions for the issues.

ATTACHMENTS: City Council Minutes

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, JUNE 23, 2020**

CALL TO ORDER Maria Davila, Mayor called a Regular City Council meeting to order at 6:43 p.m.

INVOCATION Pastor Elias Gabriel, First Baptist Church

PLEDGE OF ALLEGIANCE Adolfo Varas, South Gate resident

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; City Treasurer Gregory Martinez, City Manager Mike Flad, City Attorney Raul F. Salinas

1
PROCLAMATIONS The City Council issued a Proclamation declaring June 2020 as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Pride Month to celebrate the LGBTQ community and their great achievements.

2
PROCLAMATIONS The City Council issued a Proclamation declaring the Fourth of July 2020, as Independence Day in honor and celebration of the nation's 244th birthday.

3
PROCLAMATIONS The City Council issued a Proclamation declaring the month of July 2020, as Parks Make Life Better! Month in recognition of the many benefits and values that the City's parks and volunteer organizations provide to the community.

DEVIATE FROM THE AGENDA At this time, there being no objections, Mayor Davila stated that item 15 would be considered out of its regular agenda order.

15
PROCLAMATIONS The City Council issued a Proclamation declaring June 2020 as National Post-Traumatic Stress Disorder (PTSD) Awareness Month to raise awareness about PTSD and remove the stigma associated with this disorder.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

4

APPOINTMENTS

The City Council considered making appointments to outside boards and agencies; the appointments were ratified by a majority vote of the City Council.

Council Member Hurtado was appointed as the representative and Vice Mayor Rios as the alternate for the Independent Cities Association by motion of Mayor Davila and seconded by Vice Mayor Rios.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

5

CDBG

The City Council conducted a Public Hearing and unanimously approved A, B, C and D by motion of Mayor Davila and seconded by Council Member Avalos.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

- a. Adopted Resolution No. 2020-25-CC entitled - Resolution of the City Council of the City of South Gate, California, approving Substantial Amendment No. 3 to the Fiscal Year 2019/20 Annual Action Plan allocating Community Development Block Grant Coronavirus (CDBG-CV) funds to provide additional COVID-19 related programs and services in accordance with the U.S. Department of Housing and Urban Development regulations;
- b. Approved the Community Development Block Grant Subrecipient Agreement (Contract No. 2020-45-CC) with Compator, Inc., to provide free mental health counseling services to South Gate residents in the amount of \$81,173 in CDBG-CV funds;
- c. Appropriated \$81,173 in CDBG-CV funds to Account Number 243-607-43-6664 for Compator, Inc.'s, services; and
- d. Authorized the Mayor to execute the Agreement in a form acceptable to the City attorney.

Mike Flad, City Manager and Joe Perez, Community Development Director gave a brief presentation on this item.

Mayor Davila opened the public hearing and asked if anyone in the audience wishes to speak on this item.

Paula Torres, Compator gave a brief explanation of the services her organization provide.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

5

CDBG CONT'D

Virginia Johnson, stated that in 2018 Compator requested \$30,000 from the 2018 Block Grant Funding for their programs. Compator receives funding from the Los Angeles Health Services and questions the additional funding as it does not seem to follow the COVID-19 guidelines.

Ron Hoch, spoke in favor of Compator receiving funding.

Adolfo Varas, spoke on mental health issues affecting the LGBTQ community and is in support of Compator receiving funding.

Paula Torres, Compator responded to Ms. Johnson's comments and explained how they are currently assisting people that are suffering from mental issues stemming from COVID-19.

Melissa Alvarado, spoke in favor of Compator in receiving funding.

Edgar, spoke about lack of accountability on Compator's web site and feels that the City needs to do a better job of vetting the organizations receiving funding. He is concerned about the services that are would be available for South Gate residents and feels that the City Council is corrupt and negligent.

Raul F. Salinas, City Attorney reminded the Public that this is an opportunity for them to direct their comments to the City Council and would request of speakers to refrain from calling out past speakers.

Council Member Avalos asked if we could vote and then hear Public Comments.

Mayor Davila answered that Council needs to complete the Public Hearing first.

Thomas Buckley, is in favor of keeping funding in local South Gate organizations. He supports funding for Compator.

Jenny Perez, spoke in favor of Compator receiving funding.

Omar Peralta, spoke in favor of Compator receiving funding.

Luz, spoke in favor of Compator receiving funding and wants to keep funding in the City.

Maria Estrada, spoke on the City's lack of response to her Public Records Request that was specific to this issue. She is in support of Compator receiving funding and wants to see funding stay in the City.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

5

CDBG CONT'D

Mr. Salinas, stated that each speaker comes here has their first amendment rights and we can't control what they say or how they say it including the use of abusive language. However, he asked the public to use their discretion because some people could have the Council Meeting on speaker at home in the presents of their children.

Brigette Ramirez, is against funding go to organizations that are outside the City of South Gate. She feels that City Officials don't care about the resident's needs.

Jovanna Laborin, believes that everyone is entitled to their first amendment rights but feels that the foul language spoken earlier was inappropriate and disrespectful.

John Montalvo, spoke in support of Compator and wants funding to stay in South Gate.

Seeing no one come forward, Mayor Davila closed the public hearing.

Greg Martinez, City Treasurer spoke on mental health issues affecting the homeless population and supports funding for Compator.

Council Member Avalos thanked Ms. Torres, Compator for her feedback and thanked the community for sharing their stories. She appreciates the support of the City Council and the community for this organization.

Vice Mayor Rios knows that South Gate is lacking non-profit organization in the community and thanked Compator for their work.

Council Member Hurtado visited Compator and thanked them for the work they do.

Council Member Davila thanked the community for their volunteer work and sharing their stories.

6

BUDGET

The City Council unanimously approved Items A – F, with amendments to return on July 21st (Special City Council meeting) and eliminating the HR contracted position until further notice by motion of Council Member Avalos and seconded by Council Member Diaz.

- a. Hearing staff presentations on the Fiscal Year 2020/21 Proposed Maintenance of Effort Budget;
- b. Opening the Public Hearing;

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

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BUDGET CONT'D

- c. Taking public testimony;
- d. Closing the Public Hearing;
- e. Reviewing and discussing the proposed Fiscal Year 2020/21 Maintenance of Effort Budget; and
- f. Adopting Resolution No. 2020-26-CC entitled - Resolution of the City Council of the city of South Gate, California, approving the Municipal Budget for Fiscal Year 2020/21.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Hurtado, yes; Council Member Diaz, yes; Council Member Avalos, yes.

Mayor Davila asked if the departments will be having a presentation.

City Manager Flad stated Ms. Acosta will have an overview of the entire city budget and then each department will provide a presentation.

Jackie Acosta, Director of Administrative Services spoke on the budget process.

Council Member Avalos questioned the municipal code in reference to the budget deadline.

Ms. Acosta stated the deadline is in the municipal code, Chapter 1.22.

Council Member Avalos thanked the department heads for going over their budget presentations. She requested additional time to review the proposed budget in form of a motion.

City Attorney Salinas stated the City's protocol is to allow for the public to comment.

Council Member Avalos withdrew her motion until after the presentations.

Greg Martinez, City Treasurer asked if there is a hiring freeze. He is aware of an employee who recently retired from the Administrative Services Department.

Mr. Flad stated that there is no formal hiring freeze at this time.

Arturo Cervantes, Assistant City Manager/Director of Public Works gave an overview of the budget.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

6

BUDGET CONT'D

Jackie Acosta, Director of Administrative Services gave an overview of the budget.

Joe Perez, Director of Community Development gave an overview of the budget.

Steve Costley, Interim Director of Parks & Recreation gave an overview of the budget.

Council Member Avalos asked if the parks is currently opened because she saw kids on the playground.

Mr. Costley stated at present the county health official has allowed to have tennis and golf available for the residents of the City of South Gate. Moving activities are still allowed. The rest are currently closed. The facilities are not opened, but we are looking at opening the fitness center.

Mr. Costley stated that they are having issues keeping residents away from the park.

Randy Davis, Chief of Police gave an overview of the budget.

Ms. Acosta provided a budget summary.

Council Member Avalos asked Ms. Acosta about the contract employee and in which department.

Ms. Acosta stated the employee is in the Human Resources department.

Raul F. Salinas, City Attorney stated that each speaker is allowed 5 minutes. He also stated that using foul language is offensive to a lot of people and to be mindful.

Carmen Avalos, City Clerk stated receiving emails on this item and a few not specifically having to do with the budget. Amanda Tapia, Claudia Pacheco, Candice Esquivel, Cynthia Esquivel, Claudia Rivera, Claudia Valladares, Ofelia Sofia Ryan, Teri Farris, Andrea Paulino, Josh Barron, Ivonne Loucel (which she read into the record) and Virginia Johnson.

Ms. Tapia, South Gate resident, stated that COVID-19 has presented hardship to the South Gate community and is appalled by the current proposed budget. She is asking for the police department to be defunded.

Ms. Pacheco, South Gate resident, is asking revisions be made to the 2020/21 budget and to defund the police department.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

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BUDGET CONT'D

Ms. Esquivel, South Gate resident, is not in favor of defunding the police department and feels more police officers are needed.

Ms. Esquivel, South Gate resident, asked not to defund the police department and feels more police officers are needed.

Ms. Rivera, South Gate resident, asked not to defund the police department. The people requesting the police department be defunded are not South Gate residents.

Ms. Valladares, South Gate resident, asked that the police department not be defunded.

Ms. Ryan, South Gate resident, is not in favor of defunding the police department.

Ms. Farris, South Gate resident, is not in favor of defunding the police department.

Ms. Paulino, South Gate resident, is not in favor of defunding the police department and asked to hire more police officers.

Mr. Barron, South Gate resident, is not in favor of defunding the police department.

Ms. Loucel, South Gate resident, is not in favor of defunding the police department.

Ms. Johnson, South Gate resident, did not hear the City Clerk's presentation and wanted to make certain she can speak on it. She thanked Ms. Acosta, department heads and staff for their budget report.

Ms. Johnson is concerned that an elected City Clerk's salary of \$140,000 with benefits and upper management title is too much. This position should be appointed with qualifying education and standards. And the \$450.00 per month per mileage that all elected positions receive is too much also.

Ms. Johnson is not in favor of defunding the police department.

Brenda, South Gate resident, is asking revisions be made to the 2020/21 budget and to defund the police department.

Ron Hoch, 10228 San Vincente Avenue, has learned a lot about the police department's budget during the presentation. He is not in favor of defunding the police department.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

6

BUDGET CONT'D

Nick Godoy, South Gate resident, is not in favor of the city making up when PERS loses money. He believes Ms. Avalos has more qualifications than most of the City Council and department heads.

Alice Cueto, South Gate resident, is not in favor of defunding the police department.

John Montalvo, 9815 Virginia Avenue, asked Council and City Staff not to discourage people from speaking because of the time. He understands people are asking to defund the police department and more youth programs. He believes this can be accomplished with grant programs.

Edgar, 10300 San Gabriel Avenue acknowledges today's protest to defund the police department. He also watched the video on the South Gate Instagram account on the COVID-19 pandemic and the Mayor supporting "Black Lives Matter, the movement and the demands of the movement," but believes the Mayor is not really in support of movement.

Edgar stated that after listening about the budget deficit, he is in support of defunding the police department.

Adolfo Varas, 10313 Jackson Avenue, stated the budget was very long, the presentations were well done and very transparent. He is not in favor of defunding the police department.

Cyndi Bendezú Palomino, 10215 Walnut Avenue, is in support of defunding the police department. She would like to see more youth programs.

Dilia Ortega, South Gate resident, asked Council to revisit the budget and defund the police department.

Debra Morales, South Gate resident, stated that Mayor Davila and Council Member Hurtado should recuse themselves from this item. She suggested this item should have been pulled and discussed on a separate day.

Melissa Alvarado, 10316 Hunt Avenue, stated this item feels rushed.

Brigette Ramirez, South Gate resident, stated Mayor Davila and Council Member Hurtado should recuse themselves from this item.

Amanda Tapia, South Gate resident, is asking revisions be made to the 2020/21 budget and to defund the police department.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

6

BUDGET CONT'D

Claudia Rivera stated she does not support defunding the police department. It would cause less police force (delay in response to violent crimes), violent encounters within citizens and the community, racial and/or culture disparity.

Thomas Buckley stated that the Police Officers Association (POA) represents half of the police officers in the police department. He asked Mayor Davila to recuse herself on any item that has to do with SGPD and/or Mr. C's Towing.

Norma Mendoza congratulated City Clerk Avalos on her translation skills. She asked Ms. Acosta to choose Councilwoman Avalos for the budget subcommittee and thanked Chief Davis for highlighting all the programs the South Gate Police Department offers to the community.

Jose Picon, South Gate resident, stated residents and small businesses need Councils' help. He asked Council not to move forward with this proposed budget.

Councilwoman Avalos asked Mr. Picon to email the residents' demands.

Mayor Davila asked that Mr. Picon to email City Clerk Avalos and she will forward his email to all Council Members.

Kimberly E. suggested a community center where kids can get feed, have tutoring and residents get help with rent due to COVID-19.

Ashely Dominguez, South Gate resident, asked to decrease the police department's budget and reallocate those funds to other much needed departments and community needs.

Josh Barron, 8819 Beaudine Avenue, is not in favor of defunding the police department.

Jovanna Laborin congratulated City Staff for a great budget presentation. She is in support of the police department. She stated that Mr. C's Towing has helped everyone and supported a lot of candidates.

Candice Esquivel is in support of the police department. She stated that a caller asked that the Mayor recuse herself due to her affiliation with the police department, POA and Mr. C's then it should be across the board because Councilwoman Diaz also received an endorsement from the POA for her senate run and from Mr. C's.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

6

BUDGET CONT'D

Lindsay Cox, 10125 Pinehurst Avenue, is not in favor of defunding the police department. She agrees with the previous caller that if Mayor Davila and Council Member Hurtado must recuse themselves, then Councilwoman Diaz must too.

Cyndi Esquivel has been involved in many programs, has volunteered and the police department has always supported in everything. She is not in favor of defunding the police department.

City Clerk Avalos stated receiving four new emails from folks that could not log-on and were tired.

Vanessa Reyes asked that a revision be made to the 2020/21 budget and defund the police department.

Iris Verduco, South Gate resident, asked that a revision be made to the 2020/21 budget and defund the police department.

Jose Diaz, South Gate resident, is in support of amending the 2020/21 proposed budget.

City Clerk Avalos stated that Mr. Picon and Ms. Cox spoke earlier today.

Julie Navarro, South Gate resident, asked that the police department be defunded. The community is in great need of supporting funds to create more opportunities.

Adrian Kent, South Gate resident, is in support of amending the 2020/21 proposed budget and defunding the police department will allow mental health services, housing, and crime prevention.

Mia M., South Gate resident, is in support of amending the 2020/21 proposed budget and defunding the police department will allow youth community services.

Leslie, South Gate resident, believes the police department should be defunded and fund community development, public works, parks and recreation and especially youth programs.

Jennifer Cypert, South Gate resident, stated more police officers are needed and would feel disgusted if the police department is defunded.

Yesenia Garcia, South Gate resident, is in support of amending the 2020/21 proposed budget and defunding the police department.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

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BUDGET CONT'D

Andrew, 10800 Wright Road, is not in support of defunding the police department. He asked for Councilwoman Diaz to recuse herself from this item too.

Maria Estrada is in support of defunding the police department which will allow funds be put in to the community.

Angie is not in support of defunding the police department. She stated more police officers are needed. She stated that it is outrageous for a city clerk to make almost the same amount as police officer.

Having no one else come forward, Mayor Davila closed the audience portion.

Council Member Avalos asked for additional time to review the proposed budget. She is asking to continue the public hearing until July 21st and then set this item on the 22nd or on another date for final approval.

Council Member Diaz seconded that motion.

Mayor stated there is a motion; any discussion.

Council Member Hurtado asked if this would impact how the bills get paid.

Mr. Flad asked for clarification on the date. The regularly schedule City Council meeting dates in July are the 14th and 28th.

Council Member Avalos mentioned July 21st because it's a Tuesday.

Vice Mayor Rios does not believe in defunding the police department. He would like to see the crime data. Vice Mayor Rios stated having good law enforcement and promote our youth programs is important.

Council Member Diaz echoes Vice Mayor Rios' comments and appreciates his words. She appreciates the youth being vocal. They are the present and future of our community. She stated that three years ago \$150,000 was allocated towards youth employment programs, but unfortunate last year it went down to \$60,000. She too needs more time to revisit the concerns of the community.

Council Member Hurtado stated reviewing the proposed budget. He has done budgets in the pass and is ready to move on, but is willing to allow Council have more time to review.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

6
BUDGET CONT'D

Council Member Hurtado stated receiving twenty-seven emails supporting our South Gate PD and nineteen were against and wanted to defund. He did reach out to a couple of them and clarified the proposed budget.

Mayor Davila asked the Budget Committee (Councilwoman Avalos and Vice Mayor Rios) to meet with Ms. Acosta and City Manager regarding their questions. She thanked all speakers for commenting on the budget.

Mayor Davila wants to make certain we continue paying our bills.

City Manager asked Mayor Davila if she would like Ms. Acosta to speak on it.

Ms. Acosta stated the municipal code states the Cities must adopt the budget by July 1st. According to governmental accounting all appropriations lapse June 30th and there is no authority to spend. The City of South Gate's municipal code is a little different. The ordinance was adopted May 1960 and it states, "The budget shall be adopted by a majority vote of the City Council not later than 30 days following the beginning of a fiscal period." This is through the end of July not end of June.

Council Member Avalos is withdrawing her motion and made a new motion to adopt the MOE but keeping it on the agenda for the 21st of July with the release of the contracted employee to allow her and Vice Mayor Rios enough time to review.

City Attorney Salinas stated that before Council can move onto the first motion, we need to see if the person that made the second will accept that as a friendly amendment.

City Attorney Salinas asked Councilwoman Diaz if she would accept the friendly amendment. Councilwoman Diaz stated yes.

City Manager is requesting clarification. The motion was to adopt the MOE budget, return on July 21st and the HR contracted position in question be eliminated until further notice.

Mayor Davila wants to make sure the positions being eliminated are not needed.

Ms. Acosta stated the person has worked on risk management, helping the city recover funds from various insurance companies, worked job specs, assisted with job recruitments, special projects, research on job classifications while in HR.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

6

BUDGET CONT'D

Mayor Davila asked if any other member in HR can do the same job.

Ms. Acosta stated other full-time city staff in HR can do those tasks but we have been quite busy over the years.

Council Member Avalos stated that due to the economic climate eliminating that position would be fair and not eliminating any full-time employees.

Mayor Davila asked Ms. Acosta if there are employees that can do the job.

Ms. Acosta stated yes; there are five full-time employees in HR.

City Manager stated that these are the types of decision we will be making.

Mayor Davila asked, if it is okay with Councilwoman Avalos, not to eliminate any positions until Council receives a list of all consultants.

RECESS

The City Council recessed at 1:17 a.m., and reconvened at 1:23 a.m., with all Members of Council present.

PUBLIC COMMENT

Thomas Buckley, is proud of the community for coming out today and protesting at City Hall voicing their civic opinions. He addressed the fact that he feels that the municipal code is not be followed in the Council meetings. Municipal Code 1.04.110 section B3 reads each person addressing the Council shall do so in an orderly manner and shall not make personnel, impertinent, slanderous or profane remarks to any member of Council, staff or general public.

Amanda Tapia, asked for clarity of the motion made on the budget that was adopted tonight.

Nick Godoy, asked for the status of the senior wellness calls. He also reported illegal fireworks on San Gabriel, San Carlos, and Independence.

Edgar spoke on the General Fund account and the City budget.

Virginia Johnson, stated that all the people who are making public records requests realizes that this is not a free service and it takes a lot of time away from the Clerk's duties. She spoke about the political actives within the City and social media.

John Montalvo, asked the Mayor is she supports SB65 and is concerned with how this will affect the City's water. He said that Council Member

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

PUBLIC COMMENT CONT'D

Hurtado has been calling people to say that Mr. Montalvo should resign from the Parks Commission and Mr. Montalvo will not resign from the Commission. He continued by stating that he feel many of the appointed Commissioners have a conflict of interest because they are on City Commissions and board members for JAA.

Jovanna Laborin, spoke on the political attacks being made against residents and Council Members.

Yesenia Martinez also requested clarity on the motion for the budget and asked where on the City's website can see read the minutes in Spanish.

Adolfo Varas, spoke on the political attacks being made against residents and Council Members. He also addressed the lack of response on his public records request and the appointment of a Commissioner that was not a registered voter.

Candice Esquivel, spoke on the political attacks being made against residents and Council Members.

Cindy Esquivel, asked if it is a conflict of interest for a City Council Member to appoint a Commissioner to attack a specific group or people.

Carmen Avalos, City Clerk read an email received from Andrea Paulino regarding the appointment of a Commissioner that was not a registered voter and how the City Clerk did not verify the application. She asked why there is no consequences for Council Member Diaz for appointing him.

Raul F. Salinas, City Attorney responded to the questions about the motion for the budget. The motion was to adopt the recommendation of staff for the adoption of the budget subject to not funding a contractual consultant position in the new fiscal year. As part of this motion the City Council will be having another meeting on July 21st to reconsider a longer impact of the budget and any changes that should be made to the budget that was adopted today. The effect of these actions is that the level of expenditures starting on July 1st will be set forth as stated in the MOE until changed by the City Council at some point in the future.

Mike Flad, City Manager added that there will be an opportunity for Public input on the 21st and then as part of the Budget Subcommittee process, which are fully noticed meetings that also have public input.

Steve Costley responded to the question regarding the Senior Call Center and stated that staff has completed the mission of the call center. We are prepared to reopen the call center if COVID-19 continues for a significant

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

PUBLIC COMMENT
CONT'D

length of time but this time staff has returned to training for their regular jobs so we can get back to open the Parks and Recreation Department again.

Council Member Avalos responded to Mr. Varas stated that her phone number has changed but he can forward any invitations to future events to her City email.

Vice Mayor Rios reported that HUB Cities was awarded 1.2 million dollars to fund undocumented people that have been impacted by COVID-19. They will be giving out 6 grants to pay for rent, food and security.

Council Member Diaz reported on mosquito control as the weather gets warmer. She also mentioned that at the last meeting there was not mention of a LGBTQ event but there was a request for a proclamation.

Greg Martinez, City Treasurer wished everyone a safe and happy 4th of July. He also stated that they ordered a larger fireworks booth this year to help accommodate social distancing.

CONSENT CALENDAR

Agenda Items 8, 9, and 14 were unanimously approved by motion of Mayor Davila and seconded by Vice Mayor Rios. Items 7, 10, 11 and 13 was pulled for separate discussion.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

7

PARKS

This item was continued to the meeting of July 14, 2020.

The City Council considered:

- a. Adopting Resolution No. authorizing the application and accepting grant funds in the amount of \$200,000 from the California Natural Resources Agency to complete Deferred Maintenance Projects at South Gate Park; and
- b. Authorizing the City Manager to execute and submit the State of California Natural Resources Agency Grant Agreement in a form acceptable to the City Attorney.

8

GANN

The City Council unanimously adopted Resolution No. 2020-27-CC entitled - Resolution of the City Council of the City of South Gate, California, approving and adopting the annual Gann Appropriations Limit for Fiscal Year 2020/21 during Consent Calendar.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

9

WORKERS' COMP

The City Council unanimously approved A, B and C during Consent Calendar.

- a. Approved an excess workers' compensation insurance policy with Safety National Corporation, through Alliant Insurance Services, Inc., for a one-year term of July 1, 2020 through July 1, 2021, with a premium in the amount of \$140,674, and with the option to renew for a second, one-year term at the same rate;
- b. Authorized payment, in the amount of \$140,674, to Alliant Insurance Services, Inc., for the policy issued by Safety National Casualty Corporation.
- c. Authorized the Mayor to execute the "Request to Bind Coverage" in a form acceptable to the City Attorney.

10

CDBG

The City Council unanimously approved A, B, C, D, E, and F by motion of Mayor Davila and seconded by Council Member Avalos.

- a. Approved the Subrecipient Agreement (Contract No. 2020-42-CC) under the Community Development Block Grant (CDBG) Program for Fiscal Year 2019/20 with Bet Tzedek Legal Services to provide a Legal Advocacy Program for small businesses in the amount of \$80,000;
- b. Ratified Amendment No. 1 to Contract No. 3534, CDBG Subrecipient Agreement, with the Salvation Army for the Homeless Services Program in the amount of \$45,000;
- c. Ratified Amendment No. 1 to Contract No. 3535, CDBG Subrecipient Agreement, with Helpline Youth Counseling, Inc., for the Homeless Prevention and Counseling Services Program in the amount of \$125,000;
- d. Authorized the Mayor to execute the Agreements in a form acceptable to the City Attorney.
- e. Received and filed CDBG Subrecipient Agreement with AltaMed Health Services Corporation for COVID- 19 Assessment and Testing in the amount of \$62,500; and

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

10

CDBG CONT'D

- f. Received and filed CDBG Subrecipient Agreement with Hub Cities Career Center Corporation for the Workforce Development Program in the amount of \$175,000.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

11

STREET

IMPROVEMENTS

The City Council unanimously approved A, B, C, D, E, F, G and H as amended by motion of Mayor Davila and seconded by Vice Mayor Rios.

Amendment: Change the City Manager's approval to an amount not-to-exceed \$200,000 in contract change orders.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

- a. Approved an Agreement (Contract No. 2020-43-CC) with Sequel Contractors, Inc., to construct the Street Improvements on Garfield Avenue from South City Limit to Jefferson Avenue and Imperial Highway from West City Limit to East City Limit, City Project No. 413-ST, Federal Project No. STPL-5257(030) (Imperial/Garfield Improvements), and Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032) (Imperial/Firestone/Otis Improvements), in an amount not-to-exceed \$6,283,170;
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney;
- c. Authorized the City Manager to approve up to an amount not-to-exceed \$200,000 in contract change orders;
- d. Appropriated \$1,070,000 from the restricted balance of the Proposition C Fund to Account No. 311-790-31-9433 (Capital Projects Fund- Garfield Avenue and Imperial Highway Street Improvements, City Project No. 413-ST) to fully fund project elements that do not qualify to be paid for by project grant funds;
- e. Approved the Notice of Exemption for the construction of the Imperial/Garfield Improvements and direct the City Clerk to file it with the Los Angeles County Registrar Recorder's Office;

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

11
STREET

- IMPROVEMENTS CONT'D
- f. Received and filed the NEPA/CEQA Revalidation Form for the Imperial/Garfield Improvements approved by Caltrans on April 6, 2017;
 - g. Received and filed the Notice of Exemption for the construction of the Imperial/Firestone/ Otis Improvements filed with the Los Angeles County Registrar Recorder's Office on December 22, 2016; and
 - h. Received and filed the Preliminary Environmental Study for the construction of the Imperial/Firestone/Otis Improvements approved by Caltrans on December 6, 2016.

12

This item was removed from the Agenda.

13
CHLORINATION
SYSTEM

This item was continued to the meeting of July 14, 2020.

The City Council considered:

- a. Approving an Agreement (Contract No.) with MNS Engineers, Inc., for construction management and inspection services for the Water Facility Chlorination System Upgrades Project, City Project No. 586-WTR, in an amount not-to-exceed \$399,580; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

14
MINUTES

The City Council approved the Regular Meeting minutes of June 9, 2020 during Consent Calendar.

16
WATER ISSUE

The City Council approved A and B by motion of Vice Mayor Rios and seconded by Mayor Davila.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, abstain.

- a. Approved Amendment No. 3 to Contract No. 3340 with SAFNA Engineering & Consulting, a Division of SAFNA, for continued project management services of the water system improvement projects and operations support, on a month-to-month basis for up to eight months, in an amount not to exceed \$165,000; and

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

16

WATER ISSUE CONT'D

- b. Authorized the Mayor to execute Amendment No. 3 in a form acceptable to the City Attorney.

17

WARRANTS

The City Council approved the Warrants for June 9, 2020 by motion of Council Auditor Avalos and seconded by Mayor Davila.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

Total of Checks:	\$1,736,778.71
Voids:	\$ (4,119.10)
Total of Payroll Deductions:	<u>\$ (308,139.43)</u>
Grand Total:	\$1,424,520.18

Council Member Avalos recognized the following employees for working towards a higher education and requested that moving forward there be a certificate to commend employees for their achievements.

Kelly Guzman, Police Department,
Eddie Perez, Police Department
Cesar Godinez, Public Works
Ian Kokot, Parks and Recreation

ADJOURNMENT

Vice Mayor Rios unanimously adjourned the meeting at 2:40 a.m. and seconded by Council Member Avalos.

PASSED and **APPROVED** this 23rd day of June 2020.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, JUNE 23, 2020**

CALL TO ORDER Maria Davila, Mayor called a Special City Council meeting to order at 5:34 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; City Manager Mike Flad, City Attorney Raul F. Salinas

ABSENT City Treasurer Gregory Martinez

CLOSED SESSION Raul F. Salinas, City Attorney stated before going into Closed Session that he will recuse himself from participating in Item 2 because of a possible conflict of interest.

The Council Members recessed into Closed Session at 5:34 p.m. and reconvened at 6:38 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION

Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)

a. National Union Fire Insurance Co. v. City of South Gate

For Item 1 there was a presentation made by the City Attorney. Upon completion of the presentation the City Council rejected the claim by motion of Council Member Hurtado and seconded by Mayor Davila.

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(c)

One (1) - Potential Case

For Item 2 the City Attorney recused himself on this item due to a potential conflict of interest. The City Council received a presentation by outside legal counsel. Upon completion of that report there was direction given but no reportable action.

SPECIAL CITY COUNCIL MEETING MINUTES OF JUNE 23, 2020

3. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957 and 54957.6

a. City Manager

For Item 3 the City Council received a presentation by the City Manager in regards to his performance and the City Attorney provided guidance on how to move forward within the scope of his responsibilities. There was no vote taken.

ADJOURNMENT

Mayor Davila unanimously adjourned the meeting at 6:42 p.m. and seconded by Council Member Hurtado.

PASSED and **APPROVED** this 14th day of July 2020.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

RECEIVED

City of South Gate

Item No. 18

JUL 9 - 2020

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

10:25pm

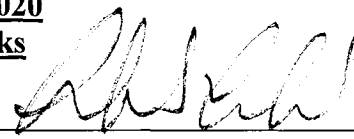
For the Regular Meeting of: July 14, 2020

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: AGREEMENT WITH PACIFIC HYDROTECH CORPORATION FOR THE CONSTRUCTION OF THE WATER FACILITIES CHLORINATION SYSTEM UPGRADES, CITY PROJECT NO. 586-WTR

PURPOSE: To award an agreement to Pacific Hydrotech Corporation for the construction of the Water Facilities Chlorination System Upgrades Project.

RECOMMENDED ACTIONS:

- a. Approve Agreement with Pacific Hydrotech Corporation to construct the Water Facilities Chlorination System Upgrades (Project), City Project No. 586-WTR, in an amount not-to-exceed \$3,333,600;
- b. Authorize the City Manager to approve up to \$200,000 in construction change orders to be funded with budget contingency funds;
- c. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Approve the Notice of Exemption for the construction of the Project and direct the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The Project is budgeted in the Capital Improvement Program in the amount of \$4,480,000 in the Water Fund in Account No. 411-731-71-9557 (Water System Facilities Chlorination Upgrades). The Project budget is summarized below:

Project Budget	Account No. 411-731-71-9557
Design Phase	
Tetra Tech	\$225,974
Project Management Consultant	\$54,026
<i>Total Design</i>	<i>\$280,000</i>
Construction Phase	
Construction	\$3,333,600
Construction Contingency	\$300,000
Construction Management	\$399,580
Construction Management Contingency	\$50,000
Project Management and Staff Time	\$100,000
Unprogrammed Funds	\$16,820
<i>Total Construction</i>	<i>\$4,200,000</i>
Total Project Budget	\$4,480,000

ALIGNMENT WITH COUNCIL GOALS: The Water Facilities Chlorination System Upgrades Project (Project) meets the City Council's goal for "Continuing Infrastructure Improvements." The milestone identified in the 2019/20 Work Program is to "Start construction of the Citywide Chlorination System Upgrades, to enhance water quality in the municipal water system."

ANALYSIS: The proposed contract was procured through a competitive bid process. Pacific Hydrotech Corporation (Pacific Hydrotech) submitted the lowest responsible and responsive bid at \$3,333,600. The Engineer's estimate is \$3 million.

The Project budget has a construction contingency of \$300,000. The contingency serves to fund any additional costs that may arise during the course of construction, such as to address unforeseen conditions. To minimize construction delays, staff recommends that the City Council authorize the City Manager to approve up to an amount not-to-exceed \$200,000 in contract change orders.

BACKGROUND: The Project is a part of the City's Capital Improvement Program. It entails replacing the chlorination system at seven water wells summarized here and shown in Attachment B: (1) Hawkins Reservoir (9021 West Frontage Road); (2) Well No. 26 (2541 Tweedy Boulevard); (3) Park Reservoir (9615 Pinehurst Avenue); (4) Westside Reservoir (2751 Tweedy Boulevard); (5) Well No. 27 (2645 Tweedy Boulevard); (6) Well No. 28 (3414 Ardmore Avenue); and (7) Well No. 29 (2700 Ardmore Avenue).

On March 19, 2020, staff advertised the Notice Inviting Bids for construction in the *Los Angeles Wave* newspaper. The Project was also advertised on the City's website and in trade publications such as the *Construction Bid Board* and others. On May 11, 2020, four bids were received and opened by the City Clerk in a public forum. The summary of the bids is as follows:

<u>No.</u>	<u>Contact</u>	<u>Bid</u>
1.	Pacific Hydrotech Corporation	\$3,333,600
2.	Metro Builders and Engineering Group,	\$3,591,863
3.	J. R. Filanc Construction, Inc.	\$3,705,188
4.	MMC Inc.	\$3,707,000

Pacific Hydrotech Corporation is based in Perris, California. They have been in business for over 30 years and have an excellent reputation in the construction of water facilities. Staff contacted listed references and received positive commentary. The company has the capacity and experience to perform the work required under the bid solicitation.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, Class 1(b) exemption for replacement for public utility services.

Construction is scheduled to begin in early August 2020 and scheduled for completion nine months thereafter.

ATTACHMENTS: A. Proposed Agreement
B. Location Map
C. Bid Schedule
D. Notice of Exemption

AA:lc

**AGREEMENT FOR THE WATER FACILITY CHLORINATION SYSTEM
UPGRADES, CITY PROJECT NO. 586-WTR, BETWEEN
THE CITY OF SOUTH GATE AND PACIFIC HYDROTECH CORPORATION**

This Agreement for the Water Facility Chlorination System Upgrades, City Project No. 586-WTR (“Agreement”), is made and entered into on July 14, 2020, by and between the City of South Gate, a municipal corporation (“City”), and Pacific Hydrotech Corporation, a California corporation, License No. 518355 (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, which involves the following Project:

Water Facility Chlorination System Upgrades, City Project No. 586-WTR.

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by City.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **Three Million, Three Hundred Thirty-Three Thousand, Six Hundred Dollars (\$3,333,600)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire Agreement between the City and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Instructions to Bidders, the Accepted Proposal, the Bid Schedule(s), the List of Subcontractors, Contractor's Industrial Safety Record, the Contractors Qualification Statement, the Bid Security Forms for Check or Bond, this Agreement, the Worker's Compensation Insurance Certificate, the Performance Bond, the Payment Bond, the Non-Collusion Affidavit, the Specifications, and Special Provisions and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the entire "Contract", and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City), the City of South Gate and its affiliated entities, its officers, employees, consultants and sub-consultants, their respective officers, agents, employees (collectively the "Indemnified Parties"), from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the "Indemnified Parties" as stated hereinabove including, but not be limited to, paying all legal fees and costs incurred in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT AND THE OTHER CONTRACT DOCUMENTS.

ARTICLE V

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works, and shall complete all work within two hundred seventy (270) calendar days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence on July 14, 2020.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

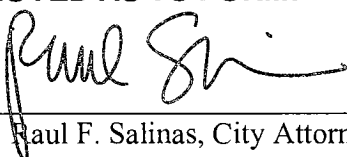
By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

PACIFIC HYDROTECH CORPORATION:

By: _____
Joselito Guintu, Vice President

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 AND 1861.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

DATED: _____

PACIFIC HYDROTECH CORPORATION
Contractor

By: _____
 Joselito Guintu

 Vice President

 Title

ATTEST:

By: _____
 Signature

 Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.
2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Housing Authority, their consultants and sub-consultants, and their respective officers, agents, and employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, corporations or other entities furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity, or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, their consultants, sub-consultants, and other parties listed above, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

**THE WATER FACILITY CHLORINATION SYSTEM UPGRADES,
CITY PROJECT NO. 586-WTR**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to Pacific Hydrotech Corporation, ("Contractor" herein) a Contract for:

**WATER FACILITY CHLORINATION SYSTEM UPGRADES,
CITY PROJECT NO. 586-WTR**

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of **Three Million, Three Hundred Thirty-Three Thousand, Six Hundred Dollars (\$3,333,600)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

**CONTRACTOR:
PACIFIC HYDROTECH CORPORATION**

By: _____
 Joselito Guintu

Title: _____ Vice President _____

314 E 3rd Street

Perris, CA 92570

(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**THE WATER FACILITY CHLORINATION SYSTEM UPGRADES,
CITY PROJECT NO. 586-WTR**

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California (“City” herein), has awarded to Pacific Hydrotech Corporation (“Contractor” herein) a Contract for the work described as follows:

**WATER FACILITY CHLORINATION SYSTEM UPGRADES,
CITY PROJECT NO. 586-WTR**

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **Three Million, Three Hundred Thirty-Three Thousand, Six Hundred Dollars (\$3,333,600)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney’s fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2020.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

**CONTRACTOR:
PACIFIC HYDROTECH CORPORATION**

By: _____
 Joselito Guintu

Title: _____
 Vice President

314 E 3rd Street
Perris, CA 92570

(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

_____ being first duly sworn, deposes and says that he is
_____ of _____ (sole owner, a
partner, president, etc.) _____ the party making the foregoing bid,
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,
company, association, organization or corporation, that such bid is genuine and not collusive or
sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in
a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed
with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding,
that said bidder has not in any manner, directly or indirectly, sought by agreements,
communication or conference with anyone to fix the bid price of said bidder or of any other
bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other
bidder, or to secure any advantage against the public body awarding the Contract or anyone
interested in the proposed Contract; that all statements contained in such bid are true and, further,
that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof,
or the contents thereof, or divulged information or data relative thereto, or paid and will not pay
any fee in connection therewith to any corporation, partnership, company, association,
organization, bid depository or to any member or agent thereof, or to any other individual, except
to such person or persons as have a partnership or other financial interest with said bidder in their
general business.

Signed _____

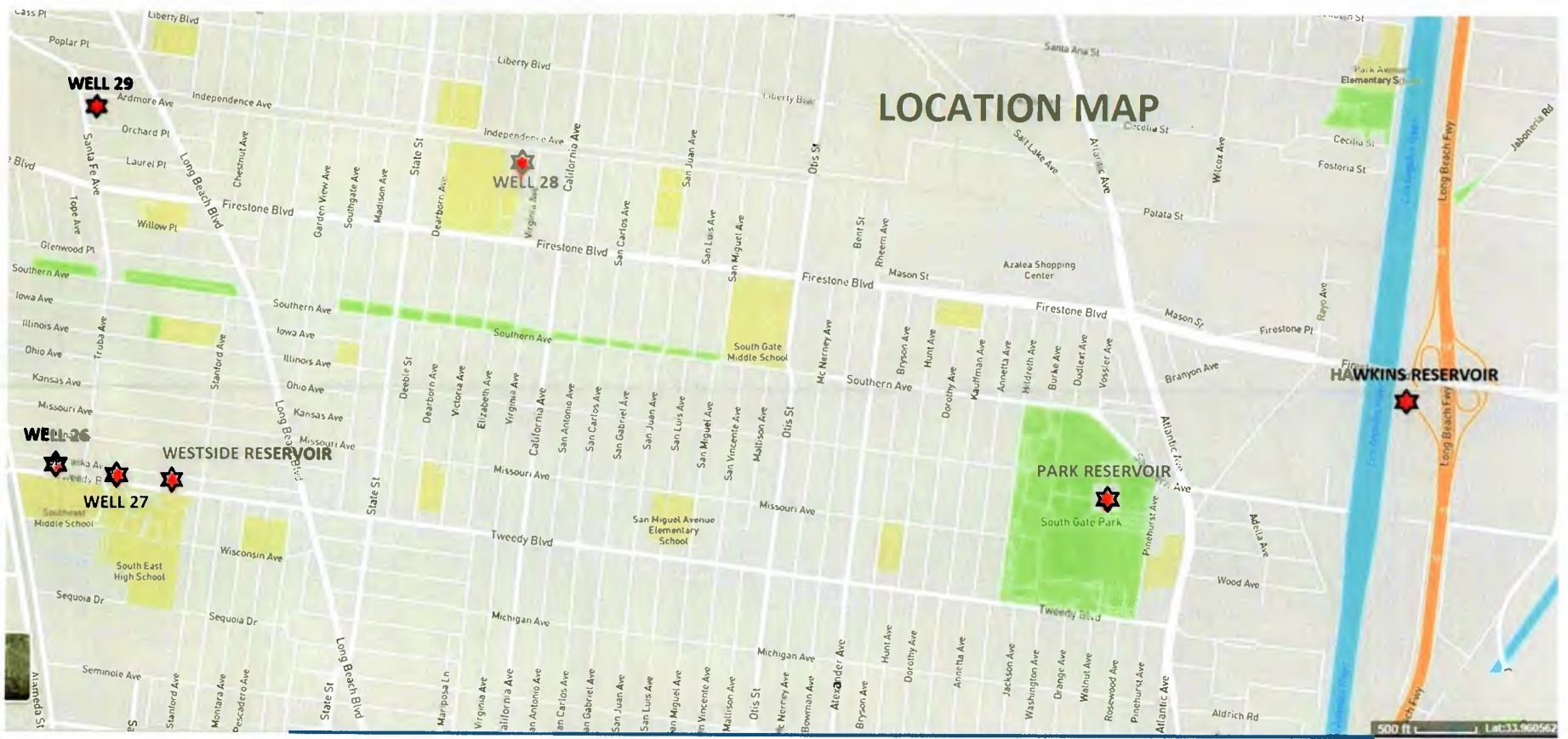
Title

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public

(Attach Notary Certificate)

ATTACHMENT B – LOCATION MAP



Water Facility Chlorination System Upgrades, City Project No. 586-WTR

BID ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	Pacific Hydrotech		Metro Builders		J. R. Filance		MMC INC.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SCHEDULE A – GENERAL ITEMS OF WORK											
1	Mobilization, Demobilization and Cleanup	L.S.	1	\$307,500	\$307,500	\$341,000	\$341,000	\$200,000	\$200,000	\$200,000	\$200,000
2	Startup, Testing and Training	L.S.	1	\$30,600	\$30,600	\$18,750	\$18,750	\$37,281	\$37,281	\$50,000	\$50,000
3	Prepare Operation and Maintenance Manuals	L.S.	1	\$1,000	\$1,000	\$5,000	\$5,000	\$1,120	\$1,120	\$6,000	\$6,000
4	Prepare Record Drawings	L.S.	1	\$1,000	\$1,000	\$3,750	\$3,750	\$1,434	\$1,434	\$6,000	\$6,000
5	Excavation and Safety Measures	L.S.	1	\$200	\$200	\$6,250	\$6,250	\$2,464	\$2,464	\$15,000	\$15,000
SCHEDULE A - SUBTOTAL					\$340,300		\$374,750		\$242,299		\$277,000

SCHEDULE B – WELL NO. 26

6	Site Improvements	L.S.	1	\$68,700	\$68,700	\$69,053	\$69,053	\$84,417	\$84,417	\$60,000	\$60,000
7	Yard Piping and Appurtenances	L.S.	1	\$51,900	\$51,900	\$33,750	\$33,750	\$42,625	\$42,625	\$75,000	\$75,000
8	Demolition of Existing Disinfection System	L.S.	1	\$6,700	\$6,700	\$8,825	\$8,825	\$5,151	\$5,151	\$15,000	\$15,000
9	Building Improvements	L.S.	1	\$45,600	\$45,600	\$65,925	\$65,925	\$86,231	\$86,231	\$75,000	\$75,000
10	Disinfection System, Chemical Storage Tank and Appurtenances	L.S.	1	\$116,200	\$116,200	\$98,850	\$98,850	\$68,578	\$68,578	\$128,000	\$128,000
11	Electrical and Instrumentation	L.S.	1	\$149,900	\$149,900	\$152,171	\$152,171	\$140,000	\$140,000	\$172,000	\$172,000
SCHEDULE B - SUBTOTAL					\$439,000		\$428,574		\$427,002		\$525,000

SCHEDULE C – WELL NO. 27

12	Site Improvements	L.S.	1	\$68,700	\$68,700	\$50,225	\$50,225	\$87,020	\$87,020	\$65,000	\$65,000
13	Yard Piping and Appurtenances	L.S.	1	\$35,200	\$35,200	\$68,200	\$68,200	\$49,851	\$49,851	\$65,000	\$65,000
14	Demolition of Existing Disinfection System	L.S.	1	\$8,400	\$8,400	\$7,138	\$7,138	\$7,390	\$7,390	\$20,000	\$20,000
15	Building Improvements	L.S.	1	\$42,900	\$42,900	\$80,419	\$80,419	\$60,476	\$60,476	\$70,000	\$70,000
16	Automatic Fire Sprinkler System	L.S.	1	\$10,900	\$10,900	\$17,800	\$17,800	\$22,400	\$22,400	\$80,000	\$80,000
17	Disinfection System, Chemical Storage Tanks and Appurtenances	L.S.	1	\$134,800	\$134,800	\$120,075	\$120,075	\$69,377	\$69,377	\$128,000	\$128,000
18	Electrical and Instrumentation	L.S.	1	\$157,700	\$157,700	\$148,181	\$148,181	\$147,949	\$147,949	\$167,000	\$167,000
SCHEDULE C - SUBTOTAL					\$458,600		\$492,038		\$444,463		\$595,000

SCHEDULE D – WESTSIDE RESERVOIR

19	Site Improvements	L.S.	1	\$61,700	\$61,700	\$41,549	\$41,549	\$67,197	\$67,197	\$60,000	\$60,000
20	Yard Piping and Appurtenances	L.S.	1	\$10,700	\$10,700	\$5,625	\$5,625	\$8,454	\$8,454	\$40,000	\$40,000
21	Demolition of Existing Disinfection System	L.S.	1	\$14,800	\$14,800	\$11,438	\$11,438	\$12,822	\$12,822	\$30,000	\$30,000
22	Building Improvements	L.S.	1	\$65,700	\$65,700	\$45,408	\$45,408	\$69,212	\$69,212	\$85,000	\$85,000
23	Chlorine Analyzer, Piping and Appurtenances	L.S.	1	\$16,900	\$16,900	\$24,475	\$24,475	\$66,583	\$66,583	\$25,000	\$25,000

24	Electrical and Instrumentation	L.S.	1	\$72,100	\$72,100	\$65,643	\$65,643	\$100,741	\$100,741	\$85,000	\$85,000
SCHEDULE D - SUBTOTAL					\$241,900	\$194,138	\$325,009	\$325,009		\$85,000	\$85,000

SCHEDULE E – WELL NO. 28

25	Demolition of Existing Disinfection System	L.S.	1	\$10,100	\$10,100	\$7,138	\$7,138	\$6,023	\$6,023	\$30,000	\$30,000
26	Building Improvements	L.S.	1	\$26,200	\$26,200	\$49,871	\$49,871	\$59,913	\$59,913	\$100,000	\$100,000
27	Disinfection System, Chemical Storage Tanks and Appurtenances	L.S.	1	\$134,900	\$134,900	\$137,250	\$137,250	\$106,000	\$106,000	\$128,000	\$128,000
28	Electrical and Instrumentation	L.S.	1	\$98,500	\$98,500	\$90,983	\$90,983	\$113,792	\$113,792	\$100,000	\$100,000
SCHEDULE E - SUBTOTAL					\$269,700	\$285,242	\$285,728	\$285,728		\$358,000	\$358,000

SCHEDULE F – PARK RESERVOIR

29	Site Improvements	L.S.	1	\$47,600	\$47,600	\$10,000	\$10,000	\$98,909	\$98,909	\$120,000	\$120,000
30	Demolition of Existing Disinfection System	L.S.	1	\$11,100	\$11,100	\$14,275	\$14,275	\$17,637	\$17,637	\$30,000	\$30,000
31	Facility Building Improvements	L.S.	1	\$53,300	\$53,300	\$59,453	\$59,453	\$105,681	\$105,681	\$75,000	\$75,000
32	Disinfection System, Chemical Storage Tank and Appurtenances	L.S.	1	\$150,300	\$150,300	\$193,331	\$193,331	\$96,700	\$96,700	\$128,000	\$128,000
33	Booster Pump Station Modifications	L.S.	1	\$55,000	\$55,000	\$57,158	\$57,158	\$55,750	\$55,750	\$75,000	\$75,000
34	Electrical and Instrumentation	L.S.	1	\$221,600	\$221,600	\$184,261	\$184,261	\$112,000	\$112,000	\$247,000	\$247,000
SCHEDULE F - SUBTOTAL					\$538,900	\$518,478	\$486,677	\$486,677		\$675,000	\$675,000

SCHEDULE G – HAWKINS RESERVOIR

35	Clearing, Grubbing and Site Grading	L.S.	1	\$81,900	\$81,900	\$142,238	\$142,238	\$95,496	\$95,496	\$95,000	\$95,000
36	Site Improvements	L.S.	1	\$183,500	\$183,500	\$417,675	\$417,675	\$432,733	\$432,733	\$110,000	\$110,000
37	Yard Piping and Appurtenances	L.S.	1	\$31,600	\$31,600	\$19,438	\$19,438	\$49,777	\$49,777	\$80,000	\$80,000
38	Pump Station HVAC System	L.S.	1	\$94,800	\$94,800	\$155,050	\$155,050	\$139,046	\$139,046	\$35,000	\$35,000
39	Disinfection Building	L.S.	1	\$206,800	\$206,800	\$176,502	\$176,502	\$276,693	\$276,693	\$160,000	\$160,000
40	Disinfection System, Chemical Storage Tank and Appurtenances	L.S.	1	\$98,100	\$98,100	\$123,475	\$123,475	\$78,239	\$78,239	\$128,000	\$128,000
41	Electrical and Instrumentation	L.S.	1	\$245,800	\$245,800	\$244,343	\$244,343	\$353,154	\$353,154	\$284,000	\$284,000
SCHEDULE G - SUBTOTAL					\$942,500	\$1,278,721	\$1,425,138	\$1,425,138		\$892,000	\$892,000

SCHEDULE H – SUPPLEMENTARY BID ITEMS

42	Replace Chlorine Analyzer at Well No. 29	L.S.	1	\$33,400	\$33,400	\$10,549	\$10,549	\$18,815	\$18,815	\$15,000	\$15,000
43	Temporary Modification to Existing Disinfection System	L.S.	1	\$69,300	\$69,300	\$9,375	\$9,375	\$50,057	\$50,057	\$45,000	\$45,000
SCHEDULE H - SUBTOTAL					\$102,700	\$19,924	\$68,872	\$68,872		\$60,000	\$60,000

TOTAL BID AMOUNT (SUM OF SCHEDULES A, B, C, D, E, F, G, AND H)					\$3,333,600	\$3,591,865	\$3,705,188	\$3,705,188		\$3,707,000	\$3,707,000
RANK					1	2	3	3		4	4

NOTICE OF EXEMPTION

TO: County Clerk/Registrar-Recorder
County of Los Angeles
Environmental Filings
12400 E. Imperial Hwy
Norwalk, CA 90650

FROM: Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

Project Title and Location (including county):

The Water Facility Chlorination System Upgrades, City Project No. 586-WTR.

Project is located at the following locations: (1) Hawkins Reservoir (9021 West Frontage Road); (2) Well No. 26 (2541 Tweedy Blvd); (3) Park Reservoir (9615 Pinehurst Avenue); (4) Westside Reservoir (2751 Tweedy Blvd.); (5) Well No. 27, (2645 Tweedy Blvd); (6) Well No. 28 (3414 Ardmore Avenue); and (7) Well No. 29 (2700 Ardmore Avenue), in the City of South Gate, Los Angeles, California.

Project Description:

The work consists of replacing and upgrading chlorination equipment at the City's water production facilities. The Project will install new chlorination equipment, sodium hypochlorite disinfection system modifications, and upgrades at seven locations of the City's water production facilities. The Project will address deficiencies and remove equipment that are no longer necessary due to operational changes.

Name of Public Agency Approving Project:

City of South Gate - Public Works Department

Name of Person/Agency Carrying Out Project:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate

Exempt Status: (Check one)

- Ministerial (Sec. 21080 (b) (1); 15268);
- Declared Emergency (Sec. 21080 (b) (3); 15269(a));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Categorical Exemption: Section: 15301 Class: 1(b)
- Statutory Exemption: Section: _____ Class: _____

Reasons why project is exempt:

This project is Categorically Exempt under Existing Facilities Section 15301 Class 1(b) for the replacement of existing equipment.

Lead Agency Contact Person and Phone Number:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate
323-357-9567 acervantes@sogate.org

Prepared and filed by the South Gate Public Works Department by:

Arturo Cervantes, P.E., Assistant City
Manager/Director of Public Works

Signature

Printed Name and Title

Date

WARRANT REGISTER FOR COUNCIL MEETING 7/14/2020 (FY 2020-21) **RECEIVED** PART I

apChkLst
07/08/2020 4:34:56PM

Final Check List
CITY OF SOUTH GATE

JUL 9 - 2020
2:40pm

Page: 1

Bank : botw BANK OF THE WEST

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89167	7/1/2020	00001330	2020-2021	6/23/2020	ALLIANT INSURANCE SVC INC	140,674.00	140,674.00
		Voucher:			EXCESS WORKERS' COMPENSA		
89318	7/14/2020	00004166	200766	7/1/2020	4 SERVICE INC.	2,230.00	2,230.00
		Voucher:			JUL 2020 - OFFSITE DATA STOR		
89319	7/14/2020	00003971	13380	6/15/2020	ADMINSURE INC.	9,224.00	9,224.00
		Voucher:			JUL 2020 - WORK COMP CLAIM F		
89320	7/14/2020	00004634	300002559	6/15/2020	CALED	739.75	739.75
		Voucher:			FY 2020/2021 MEMBERSHIP REN		
89321	7/14/2020	00002342	INDEPENDENT CITIES ASSOCIAT 1037	4/29/2020	INDEPENDENT CITIES ASSOCIAT	4,294.35	4,294.35
		Voucher:			FY 2020/2021 ANNUAL MEMBER		
89322	7/14/2020	00005586	158321	6/15/2020	JOE A. GONSALVES & SONS	2,500.00	2,500.00
		Voucher:			JUL 2020 - LEGISLATIVE ADVOC		
89323	7/14/2020	00001104	LEAGUE OF CAL CITIES L.A. CTY 3897	6/8/2020	LEAGUE OF CAL CITIES L.A. CTY	1,312.50	1,312.50
		Voucher:			FY 2020/2021 LA COUNTY DIVISI		
89324	7/14/2020	00004884	3666947	6/16/2020	SOUTH COAST A.Q.M.D.	136.40	136.40
		Voucher:			FLAT FEE FOR LAST FISCAL YEA		
89325	7/14/2020	00005096	3666734	6/16/2020	SOUTH COAST A.Q.M.D.	136.40	272.80
		Voucher:			FLAT FEE FOR LAST FISCAL YEA		
		Voucher:			FLAT FEE FOR LAST FISCAL YEA		136.40
89326	7/14/2020	0008005	U.S. BANK-PARS ACCT#67460225AUG 2020	8/1/2020	U.S. BANK-PARS ACCT#67460225AUG 2020	5,671.35	5,671.35
		Voucher:			PARS SUPPLMNTL RETIREMNT I		
89327	7/14/2020	0008005	U.S. BANK-PARS ACCT#67460225AUG 2020 - MOST	8/1/2020	U.S. BANK-PARS ACCT#67460225AUG 2020 - MOST	680.00	680.00
		Voucher:			AUG 2020 - LOUIE		
		Voucher:			AUG 2020 - R.BAT		
		Voucher:			AUG 2020 - COSG 2005 PENSION		
89328	7/14/2020	00003928	US BANK TRUST N.A.	7/1/2020	US BANK TRUST N.A.	57,493.33	57,493.33
		Voucher:			JUL 2020 - COSG 2005 PENSION		
89329	7/14/2020	00000028	WATER REPLENISHMENT DISTRICBWM20-0132	6/3/2020	WATER REPLENISHMENT DISTRICBWM20-0132	18,183.99	18,183.99
		Voucher:			2020-2021 CENTRAL BASIN WATI		

Sub total for BANK OF THE WEST: 244,122.47

Grand Total All Checks: 244,122.47

13 checks in this report.

Gray highlights indicate prepaid checks

Page: 1

WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING 7/14/2020
FY 2020/21

TOTAL PART I - ACCOUNTS PAYABLE CHECKS

244,122.47

GRAND TOTAL

244,122.47

WARRANT REGISTER FOR COUNCIL MEETING 7/14/2020 (FY 2019/20)

PART I

apChkLst 06/24/2020 11:37:31AM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89158	6/25/2020	0012107	CALIFORNIA STATE DISBURSEME	6/25/2020	CA STATE DISB. UNIT. PAYMENT	578.76	578.76
Voucher:			Ben271126				
89159	6/25/2020	0009920	OCSE CLEARINGHOUSE SDU	6/25/2020	GARNISHMENT - AR CHILD SUPP	324.00	324.00
Voucher:			Ben271128				
89160	6/25/2020	0008951	SENCION, CARMEN	6/25/2020	SPOUSAL SUPPORT-E. SENCION	553.85	553.85
Voucher:			Ben271124				
Sub total for BANK OF THE WEST:							1,456.61

3 checks in this report.

Grand Total All Checks: 1,456.61

WARRANT REGISTER FOR COUNCIL MEETING 7/14/2020 (FY 2019/20)

PART II

apChkLst
06/24/2020 1:01:04PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
89161	6/24/2020	00003065	J.G. TUCKER & SON INC.	13380	4/23/2020	INVENTORY PO/ SPRAY PAINT	1,421.89	1,421.89
Voucher:								
89162	6/24/2020	0005750	UNITED INDUSTRIES	204249	4/1/2020	INVENTORY PO/ DISINFECTANT	440.23	
Voucher:								
				206152	6/8/2020	INVENTORY PO/ NITRILE GLOVE	249.70	
				204822	4/22/2020	INVENTORY PO/ DISINFECTANT	49.61	739.54
89163	6/24/2020	00002593	WAXIE'S SANITARY SUPPLY	79226514	6/9/2020	INVENTORY/ WYPALLS	4,151.24	
Voucher:								
				79102411	4/20/2020	INVENTORY PO/ JANITORIAL SU	3,720.50	
				79244497	6/16/2020	INVENTORY PO/SAFETY SUPPLI	2,665.42	
				78981409	3/16/2020	INVENTORY PO/SAFETY SUPPLI	341.72	
				78981267	3/16/2020	INVENTORY PO/SAFETY SUPPLI	273.38	
				79184940	5/21/2020	INVENTORY/ WYPALLS	269.56	
				79244562	6/16/2020	INVENTORY/ WYPALLS	67.80	11,489.62
Sub total for BANK OF THE WEST:							13,651.05	

3 checks in this report.

Grand Total All Checks:

13,651.05

Gray highlights indicate prepaid checks

WARRANT REGISTER FOR COUNCIL MEETING 7/14/2020 (FY 2019/20)

PART III

apChkLst
07/08/2020 3:31:27PM

Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
135	6/19/2020	00004266	U.S. BANK CORPORATE PAYMEN				
		0008906	DOLLAR TREE	008872	5/11/2020	GOLF COURSE SUPPLIES	6.62
		0005347	AMAZON.COM	112-7979740-406	5/7/2020	GOLF COURSE SUPPLIES	99.18
		0010968	GREEN OLIVE	000091	4/24/2020	LUNCH PD NIGHTSHIFT EMPLOY	366.50
		00003335	PD: CALNENA, INC.	1025	4/29/2020	CALNENA CONFERENCE REGIS	628.00
		0012659	SHEEPDOG GUARDIAN CONSUL	10261	4/29/2020	CANINE LEGAL UPDATES ANNU	50.00
		0005371	MARRIOTT HOTELS	04282020	4/28/2020	LODGING FOR OFFICERS AMID	796.95
		0005371	MARRIOTT HOTELS	4/28/2020	4/28/2020	LODGING FOR OFFICERS AMID	455.40
		00004530	NATIONAL NOTARY ASSOCIATION	6737477	5/14/2020	MATERIALS FOR NOTARY PUBLI	38.00
		00001390	PSI	DGZB6F0KXS	5/14/2020	PARK YARD PRESSURE WASHEI	216.92
		0005347	AMAZON.COM	112-150918-5762	4/11/2020	CLEANING/SANITIZING SUPPLIE	437.60
		0005347	AMAZON.COM	114-2409118-0159	4/27/2020	CLEANING/SANITIZING SUPPLIE	31.62
		00004530	NATIONAL NOTARY ASSOCIATION	6737489	5/14/2020	NOTARY BOND FOR NOTARY PU	59.26
		0005295	WALMART	083600	5/18/2020	STORAGE BINS FOR POLICE DE	39.07
		0005371	MARRIOTT HOTELS	0330/2020	4/28/2020	LODGING FOR OFFICERS AMID	1,480.05
		0012673	GMO GLOBALSIGN	4/21/2020	4/21/2020	MANAGED EPKI LITE PERSONAL	440.00
		0005368	PRINTCO DIRECT	82751	4/13/2020	PRINT CO DIRECT "OPEN FOR B	3,638.25
		00002063	CACEO	200012394	5/6/2020	SR CEO MEDINA CALIFORNIA	15.00
		00004244	IAEI SOUTHWESTERN SECTION	05/07/2020	5/7/2020	2020 NATIONAL ELECTRICAL CO	28.00
		00000643	IAPMO	1020094	5/6/2020	2018 UNIFORM SOLAR CODE BC	213.93
		0012674	AMERICAN MOBILE ADS	8064	5/7/2020	CENSUS MOBILE TRUCK AD	900.00
		00002063	CACEO	200012393	5/5/2020	CEO CARDENAS FRANK CALIFO	15.00
		0012674	AMERICAN MOBILE ADS	8064-B	5/7/2020	CENSUS MOBILE TRUCK	851.00
		0012675	EASEUS.COM	BKD-7363093277	4/24/2020	EASE US PARTITION MASTER SI	259.00
		0012676	KERNELDATARECOVERY.COM	651376653	4/24/2020	KERNEL FOR EXCHANGE SERV	398.50
		0011128	GUITAR CENTER	GCW2780814064	4/20/2020	FOCUSRITE USB AUDIO INTERF,	121.26
		0012606	AMAZON CAPITAL SERVICES, INC	114-7671676-653	4/30/2020	LOGITECH SLIM FOLIO KEYBOA	94.53
		00001414	OFFICE DEPOT	058550	5/5/2020	WESTERN DIGITAL 2TB EXTERN	225.59
		0008304	GODADDY.COM	1687267852	5/18/2020	SSL CERT RENEWAL FOR TYLEF	79.99
		0012596	ZOOM.US	INV21543947	7/6/2020	STANDARD PRO MONTHLY (6) C	89.94
		00001782	EBERHARD EQUIPMENT	87122	4/30/2020	REPLACEMENTS PARTS-MOWEI	189.81
		0008222	JCL TRAFFIC SERVICES	104374	5/4/2020	DELINEATORS	1,499.93
		0008222	JCL TRAFFIC SERVICES	JL3Z17E811AB	5/6/2020	REPLACEMENT PART UNIT #420	28.04
		0008222	JCL TRAFFIC SERVICES	104408	5/11/2020	METAL BARRICADES	1,481.68

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0005347		AMAZON.COM	112-3503131-2923	5/7/2020	GOLF COURSE SUPPLIES	105.36	
0005454		RALPHS	0184-07MAY20	5/14/2020	SENIOR FOOD DIRE NEEDS CRE	-15.86	
0005347		AMAZON.COM	112-5771995-5541	5/17/2020	GOLF COURSE SUPPLIES	121.39	
0009026		TGI FRIDAY'S RESTAURANT	80002	5/13/2020	FOOD FOR STAFF - COVID 19	186.32	
0005368		PRINTCO DIRECT	82802	5/14/2020	BANNERS	3,175.20	
0009723		CHIPOTLE	5/19/2020	5/19/2020	FOOD FOR STAFF - COVID 19	119.67	
00004854		SMART & FINAL	087608	5/21/2020	GOLF COURSE SUPPLIES	56.82	
0012654		EATGUD CAFÉ	05/20/2020	5/20/2020	FOOD FOR STAFF - COVID 19	205.73	
0011933		JERSEY MIKE'S SUBS	01-001662-99-006	4/28/2020	LUNCH DAYSHIFT COVID-19	119.40	
0005347		AMAZON.COM	113-9304620-5925	5/27/2020	THERMOMETER PURCHASED AT	130.10	
0007198		SUPER A FOODS	005630	4/21/2020	DEPARMENT SNACKS DURING C	91.42	
0006423		LOWE'S	13947519	4/26/2020	CREDIT FOR RETURN PURCHAS	-38.78	
0006423		LOWE'S	83946566	4/26/2020	MATERIALS FOR THANK YOU SI	38.78	
0006423		LOWE'S	83947684	4/26/2020	MATERIALS FOR THANK YOU SI	27.20	
0005426		LAX TACOS	00000014	4/29/2020	SENIOR FOOD PROGRAM-DIRE	100.00	
0009649		AT&T	5/20/20	5/20/2020	INTERNET SERVICES AT AZALEA	124.08	
0008511		SURVEY MONKEY	36187684	5/5/2020	MEMBERSHIP	384.00	
0010470		PANERA BREAD	14329095	5/5/2020	LUNCH FOR DAYSHIFT COVID-19	501.61	
0010314		RODDGER'S FOOD SERVICE	43910	3/31/2020	LUNCH DAY & NIGHT SHIFT COV	317.55	
0010314		RODDGER'S FOOD SERVICE	43909	3/31/2020	LUNCH DAY & NIGHT SHIFT COV	569.40	
0012660		CHICK FILA	5163811	5/12/2020	LUNCH FOR DAYSHIFT COVID-19	476.14	
0007198		SUPER A FOODS	099358	4/28/2020	DEPARMENT SNACKS DURING C	146.27	
0007198		SUPER A FOODS	097123	7/6/2020	DEPARMENT SNACKS DURING C	189.82	
0005347		AMAZON.COM	113-7499152-0021	5/5/2020	THANK YOU CARDS FOR ESSEN	60.50	
0005293		MICHAELS	MJK22538829	5/11/2020	HELLUM FOR CENSUS PARADE	49.26	
0007411		AVILAS EL RANCHITTO	823	5/1/2020	LUNCH DAYSHIFT & NIGHTSHIF	831.46	
0012661		THE METAL LINK	10828	5/4/2020	DIAMOND PLATES FOR PD GYM	2,084.00	
0010470		PANERA BREAD	14329358	5/5/2020	LUNCH FOR NIGHTSHIFT COVID	242.16	
0011933		JERSEY MIKE'S SUBS	01-001662-99-006	4/28/2020	LUNCH NIGHTSHIFT COVID-19	90.00	
0008993		LUCILLE'S SMOKEHOUSE BBQ	UE4298	7/6/2020	ADMIN STAFF MEETING LUNCH	72.25	
0008451		COSTCO.COM	957330	4/28/2020	SNACKS PD EMPLOYEES-COVIC	42.98	
00000268		HOME DEPOT CREDIT SERVICES	092199/0022098	7/6/2020	SUPPLIES REPAIR WELLNESS C	83.18	
00000268		HOME DEPOT CREDIT SERVICES	047719/96611631	5/8/2020	SUPPLIES REPAIRS WELLNESS	26.31	
0010470		PANERA BREAD	531977	5/8/2020	LUNCH PD DAYSHIFT COVID-19	363.24	
0010470		PANERA BREAD	531976	7/6/2020	LUNCH PD DAYSHIFT COVID-19	474.23	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0012622		PROLAWCLE	17529	5/11/2020	NON-PROFIT LAW COURSE	145.00	
0008155		DROPOBOX.COM	NTHN54PLSC65	5/17/2020	DROPOBOX BUSINESS STANDARI	450.00	
0012660		CHICK FIL'A	5163819	5/12/2020	LUNCH FOR NIGHTSHIFT COVID	235.37	
0008993		LUCILLE'S SMOKEHOUSE BBQ	70004	5/15/2020	LUNCH DAY & NIGHT SHIFT COV	1,103.89	
0009026		TGI FRIDAY'S RESTAURANT	04/21/2020	4/21/2020	LUNCH DAYSHIFT COVID-19	900.00	
0009026		TGI FRIDAY'S RESTAURANT	04/21/2020 2ND	4/21/2020	LUNCH DAYSHIFT COVID-19	147.74	
0005295		WALMART	3842055-331033	5/28/2020	AQUATIC SUPPLIES	219.07	
00000268		HOME DEPOT CREDIT SERVICES	091639/0221313	4/28/2020	COVID-19	135.59	
0005295		WALMART	3842055-331033R	5/3/2020	AQUATIC SUPPLIES-REFUND	-99.20	
0005295		WALMART	331033REFUND	5/3/2020	AQUATIC SUPPLIES-REFUND	-71.15	
0005295		WALMART	3842055 REFUND	5/3/2020	AQUATIC SUPPLIES-REFUND	-13.16	
00004140		KUSTOM IMPRINTS	33499	5/13/2020	STAFF UNIFORMS	215.38	
0005347		AMAZON.COM	114-7880307-2218	5/14/2020	COVID-19 RESPONSE	11.00	
0005347		AMAZON.COM	114-0301920-780E	5/16/2020	COVID-19 RESPONSE	27.11	
00000322		SAM'S CLUB	093836	5/7/2020	SNACKS & REFRESHMENTS FOI	132.78	
0011228		LANSINOH	34102	5/16/2020	REPLACEMENT OF MANUAL BRE	36.37	
0005347		AMAZON.COM	235-570-21-6202 ;	4/22/2020	PATCH CABLE FOR SERVER RO	61.49	
0005347		AMAZON.COM	111-0761367-6024	4/22/2020	MDC REPLACEMENT KEYBOAR	330.64	
00000322		SAM'S CLUB	040283 CAL CAR	5/4/2020	SNACKS PW STAFF COVID-19	91.61	
00000322		SAM'S CLUB	096470	4/23/2020	REFRESHMENTS EMPLOYEES-C	105.85	
0012617		SMARK COMPANY	021130	4/29/2020	CLEANING SUPPLIES-SPRAY BC	110.25	
00000322		SAM'S CLUB	051212	4/30/2020	REFRESHMENTS EMPLOYEES C	75.10	
0012203		SCHOOL OUTFITTERS	W5670802	5/2/2020	LOCKERS FOR JAIL -COVID-19	776.34	
00000322		SAM'S CLUB	043684	5/14/2020	SNACKS & REFRESHMENTS PD	155.17	
0012582		CONDOR ELITE, INC	00419	4/30/2020	SURGICAL MASKS (5,000) INVEN	2,725.00	
0007828		GOT TOWEL'S	085142	5/5/2020	20 CASES OF GLOVES-INVENTO	453.20	
0005347		AMAZON.COM	111-4563823-4734	4/23/2020	SATA TO USB 3.0 CABLE ADAPTE	19.83	
00004854		SMART & FINAL	082507	5/11/2020	FOOD & SNACKS PW STAFF COV	819.27	
0012606		AMAZON CAPITAL SERVICES,INC	00018125	5/12/2020	30 CASES OF GLOVES-INVENTO	279.24	
0012606		AMAZON CAPITAL SERVICES,INC	113-4874150-442E	7/6/2020	10 CASES OF GLOVES INVENTO	107.30	
0005347		AMAZON.COM	113-6686100-7813	5/1/2020	DOCKING STATIONS FOR ALL DE	343.98	
0005347		AMAZON.COM	113-4210479-992E	5/9/2020	WEBCAM FOR ADMIN STAFF CO	190.80	
0005347		AMAZON.COM	113-5186552-4864	5/7/2020	15.6 LAPTOP CASES	46.06	
0005347		AMAZON.COM	113-6948595-210C	5/20/2020	UPS BATTERY	4.44	
0005347		AMAZON.COM	113-5797714-956E	5/21/2020	DVDS/USB STICKS	73.88	

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
00000416		RAPID-O-PRINT	030385	4/24/2020	MASK FOR STAFF COVID-19	1,835.83	
0005372		SUBWAY	076957	4/28/2020	LUNCH PW STAFF COVID-19	244.65	
0005372		SUBWAY	045001	5/1/2020	LUNCH PW STAFF COVID-19	244.65	
00004854		SMART & FINAL	085982	5/4/2020	SNACKS PW STAFF-COVID-19	221.82	
00000416		RAPID-O-PRINT	20423	5/4/2020	DISPOSABLE MASKS FOR STAFF	1,356.08	
0009723		CHIPOTLE	E9Q3NR88Z	5/6/2020	LUNCH PW STAFF-COVID-19	356.93	
0007802		AIS SPECIALTY PRODUCTS, INC	5/13/2020	5/13/2020	HAND SANITIZER FOR PW STAFF	1,214.91	
00000359		EXPERT ROOTER & PLUMBING	S51521685686	3/13/2020	EMERGENCY SEWER STOPPAGE	700.00	
0012656		TACOS ENSENADA	056718	4/28/2020	LUNCH FOR EMPLOYEES COVID	13.31	
0012657		MILK + COOKIES	2	4/30/2020	APPRECIATION TREATS FOR IT	19.50	
00000322		SAM'S CLUB	5184443191	4/27/2020	COFFEE FOR ADMINISTRATION	71.92	
0005347		AMAZON.COM	114-8017493-9761	5/19/2020	REFUND FOR THERMOMETER P	-200.62	
0012705		THE ARBORIST STORE	00585059-0	5/12/2020	PURCHASE OF DBH TAPE MEAS	105.26	
0012704		RANEY'S INC.	51521685686	3/12/2020	REPLACEMENT STEP FOR UNIT	69.49	
0012590		LA TRUCK & AUTO INC, NAPA AU	5156-152636	5/16/2020	PURCHASE OF SOCKET SET FO	21.89	
0007802		AIS SPECIALTY PRODUCTS, INC	PS1343089	5/7/2020	PURCHASE OF HAND SANITIZER	1,285.09	
0007802		AIS SPECIALTY PRODUCTS, INC	5/18/2020	5/18/2020	PURCHASE HAND SANITIZER -C	1,519.00	
0012594		MCDONALD'S	064756	4/28/2020	LUNCH FOR EMPLOYEES COVI	8.14	
0008153		TIME WARNER CABLE-	0495151040720	4/7/2020	4/7/20-5/6/20: ACCT#8448 30 017	129.99	
0008153		TIME WARNER CABLE-	0426602042520	4/25/2020	4/25/20-5/24/20: ACCT# 8448 30 1	230.57	
0008153		TIME WARNER CABLE-	0426271041420	4/14/2020	4/14/20-5/13/20: ACCT# 8448 30 1	15.76	
0008153		TIME WARNER CABLE-	0435603041420	4/14/2020	4/14/20-5/13/20: ACCT# 8448 30 0	130.49	
0008153		TIME WARNER CABLE-	0426263041420	4/14/2020	4/14/20-5/13/20: ACCT# 8448 30 0	5.25	
0008153		TIME WARNER CABLE-	0586017041820	4/18/2020	4/18/20-5/17/20 FOR FIBER LINE,	590.06	
0008153		TIME WARNER CABLE-	0500034042720	4/27/2020	4/27/20-5/26/20 FOR SG PARK AU	230.57	
0008153		TIME WARNER CABLE-	0586090042620	4/26/2020	4/26/20-5/25/20 FOR CITY HALL	239.00	
0008153		TIME WARNER CABLE-	0490491042720	4/27/2020	4/27/20-5/26/20 FOR CIVIC CENTI	230.57	
0008153		TIME WARNER CABLE-	060096604220	4/22/2020	4/22/20-5/21/20 FOR SG PARK AU	119.99	
00005104		FRED PRYOR SEMINARS	5530057	5/4/2020	1 YEAR FULL ACCESS TRAINING	199.00	
00005104		FRED PRYOR SEMINARS	5530056	5/4/2020	1 YEAR FULL ACCESS TRAINING	199.00	
00005104		FRED PRYOR SEMINARS	20-27544960	5/4/2020	1 YEAR FULL ACCESS TRAINING	998.00	
00005104		FRED PRYOR SEMINARS	5530054	5/4/2020	1 YEAR FULL ACCESS TRAINING	199.00	
00005104		FRED PRYOR SEMINARS	5530046	5/4/2020	1 YEAR FULL ACCESS TRAINING	199.00	
0005347		AMAZON.COM	113-9816794-9006	5/11/2020	LAPTOP TOTE BAG FOR CITY IS:	27.55	
0005347		AMAZON.COM	111-7305432-8562	5/8/2020	LAPTOP TOTE BAG FOR CITY IS:	27.55	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0012658		THE SAUCE CREATIVE SERVICE:4243		5/14/2020	POLO AND CAPS WITH CITY LOC	241.72	
00000322		SAM'S CLUB	980175178-REFUJ	5/15/2020	COFFEE FOR ADMINISTRATION	-71.92	50,200.05

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
135	6/19/2020	00004266			U.S. BANK CORPORATE PAYMENT		
		00004854	7683	4/30/2020	Food for Staff - COVID 19	318.92	
		0005368	82811	5/21/2020	New Council Members Pictures	36.12	
		0005426	22457	5/14/2020	Food / Senior Dire Needs - COVID	50.00	
		0005426	57826	5/14/2020	Food / Senior Dire Needs - COVID	100.00	
		0009935	11731	5/20/2020	Face Masks for Staff - COVID 19	126.22	
		0011982	000014	5/12/2020	Food / Senior Dire Needs - COVID	80.00	
		00004854	002281	4/22/2020	SNACKS STAFF COVID-19	336.96	
		0009723	J4MJY436Z	7/6/2020	LUNCH PW STAFF COVID-19	356.93	
		0005368	82747-2ND	4/8/2020	CENSUS/COVID-19 FLYERS	1,395.70	
		0006423	83760319	4/24/2020	MATERIALS FOR THANK YOU SIGN	97.62	
		0010958	000007	4/24/2020	LUNCH PD DAY SHIFT EMPLOYE	495.20	
		00000322	050276	5/11/2020	GOLF COURSE SUPPLIES	15.41	
		0009209	105	7/4/2020	FOOD FOR STAFF - COVID 19	83.33	
		0005347	112-6050736-6834	5/7/2020	GOLF COURSE SUPPLIES	99.21	
		0011982	wWmmT7hWh7C	5/12/2020	Food / Senior Dire Needs - COVID	20.00	
		0011982	26	5/13/2020	Food / Senior Dire Needs - COVID	20.00	
		0011982	PFNBKXTQRJBY	5/15/2020	Food / Senior Dire Needs - COVID	30.00	
		0011982	29	5/8/2020	Food / Senior Dire Needs - COVID	10.00	
		0012599	5/11/2020	5/11/2020	Food for Staff - COVID 19	58.91	
		0012599	43965	5/14/2020	Food for Staff - COVID 19	412.19	
		0012599	5/4/2020	5/4/2020	Food for Staff - COVID 19	217.51	
		0012599	KCBZZZFKDPH	5/7/2020	Food for Staff - COVID 19	290.00	
		0011438	PH0025026345	5/11/2020	Auditorium audio button repair	150.00	
		0009420	16963364 043020	4/30/2020	DS SERVICES STANDARD COFF	38.84	
		0010278	411106237	4/8/2022	JOSE COVARRUBIAS MOTHER F	89.69	
		0010278	411578200	5/6/2020	MARCO BARBA'S SISTER PASSE	77.69	
		0012677	SWP200506-3929	5/6/2020	PUBLISHER FOR NELLIE C. MAC	47.98	
		0008226	4/21/2020	6/1/2020	FOOD FOR STAFF - COVID 19	108.83	
		0011987	5094928	4/22/2020	FOOD FOR STAFF - COVID 19	108.67	
		0005526	3191	4/28/2020	FOOD FOR STAFF - COVID 19	87.97	
		0008099	199	4/29/2020	FOOD FOR STAFF - COVID 19	85.00	
		0009209	133	4/30/2020	FOOD FOR STAFF - COVID 19	51.84	
		0012652	8	5/5/2020	FOOD FOR STAFF - COVID 19	65.42	
		0012653	05/06/2020	5/8/2020	FOOD FOR STAFF - COVID 19	107.55	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0005347	AMAZON.COM	5/7/2020	GOLF COURSE SUPPLIES	125.52	
		0012615	COSTCO	5/12/2020	Small tables for events	262.73	6,057.96
89157	6/23/2020	00004437	PETTY_CASH-POLICE NARCO	6/11/2020	CI PAYMENT	4,000.00	4,000.00
		Voucher:					
89164	6/29/2020	00004865	SO CALIF EDISON	6/16/2020	BILLING PRD - MAY 2020 & EE/OI	100,249.76	100,249.76
		Voucher:					
89165	7/1/2020	00000028	WATER REPLENISHMENT DIS	6/29/2020	APRIL 2020 - ALPHA# 4590 GROU	215,638.35	215,638.35
		Voucher:					
89166	7/1/2020	00004865	SO CALIF EDISON	6/11/2020	BILLING PRD: MAY 2020-REISSU	86,444.62	86,444.62
		Voucher:					
89168	7/14/2020	00004166	4 SERVICE INC.	6/1/2020	JUN 2020: OFFSITE DATA STORA	2,230.00	4,460.00
		Voucher:					
89169	7/14/2020	00003502	ABC BATTERY INC.	5/1/2020	MAY 2020: OFFSITE DATA STORA	2,230.00	260.38
		Voucher:		6/9/2020	3- BATTERIES FOR UNIT 242 & S	260.38	
89170	7/14/2020	00003766	ABEL GLASS & SCREEN	5/28/2020	COVID-19 - PLEXIGLASS FOR GL	611.89	
		Voucher:		6/2/2020	CIVIC CENTER/ DAMAGED GLAS	113.59	
				5/22/2020	PLEXIGLASS FOR SOCIAL DISTA	407.93	
				6/9/2020	CIVIC CENTER: DAMAGED GLAS	227.18	1,360.59
89171	7/14/2020	0011314	ACTION CLEANUP ENVIRONMENACES-1212-850	3/18/2020	REMOVAL OF HAZARDOUS WAS	2,500.00	2,500.00
		Voucher:					
89172	7/14/2020	00001467	ADMINISTRATIVE SERV. CO-OP	3/31/2020	MEAL DELIVERIES (FY 2019-20)	141.30	
		Voucher:		5/31/2020	MAY 2020: SERVICES FOR DIAL-	27,200.24	27,341.54
89173	7/14/2020	0010970	ADVANTAGE	5/21/2020	PRINTING & MAILING OF QUART	5,759.92	5,759.92
		Voucher:					
89174	7/14/2020	00004372	AIRGAS USA, LLC	6/19/2020	POOL CHEMICALS/CO2	93.89	
		Voucher:		5/27/2020	DISTRIBUTATION OF SPECIALTY	89.58	183.47
89175	7/14/2020	0011577	ALL PHASE ELECTRIC SUPPLY C 0946-485257	6/5/2020	EQUIPMENT FOR STREET LIGHTI	312.23	312.23
		Voucher:					
89176	7/14/2020	00004309	AMERIFLEX	6/3/2020	JUNE 2020 - FSA ADMIN FEE FOF	189.00	189.00
		Voucher:					
89177	7/14/2020	00003098	AMERINAT	5/1/2020	APR 2020: LOANS BOARDED-AI	114.80	
		Voucher:		4/1/2020	MAR 2020: LOANS BOARDED-AS	114.80	229.60
89178	7/14/2020	0007290	APW KNOX-SEEMAN	6/6/2020	CABIN AIR FILTER FOR STOCK	13.19	
		Voucher:		6/8/2020	CABIN FILTER FOR STOCK	11.83	25.02

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89179	7/14/2020	0012470 ARMCO WASH INC	161	6/2/2020	MAY 2020 CAR WASH SRVS (155	775.00	775.00
	Voucher:						
89180	7/14/2020	00003529 AT&T	248-134-3274-06%	6/7/2020	BILLING PRD- 06/07/20 - 07/06/20	9.28	9.28
	Voucher:						
89181	7/14/2020	00004313 AT&T	7936245502	7/14/2020	BILLING PRD 05/05/20-06/04/20 IF	3,758.62	3,758.62
	Voucher:						
89182	7/14/2020	00004126 A-THRONE CO INC.	0000641520	6/5/2020	06/05/20-07/02/20: PORTABLE TO	190.37	
	Voucher:						
			0000636848	5/8/2020	5/8/20-6/4/20: PORTABLE TOILET	190.37	
			0000606210	10/25/2019	10/18/2019: PORTABLE RESTROCK	1,374.59	
			0000640018	5/28/2020	5/28/20-6/24/20: PORTABLE RES	380.74	2,136.07
89183	7/14/2020	00000201 ATLANTIC LOCK & KEY	16991	6/9/2020	KEYS FOR CITY HALL ENGINEER	237.17	237.17
	Voucher:						
89184	7/14/2020	0012347 ATLAS SAFETY SOLUTIONS	INV-VOL0003532	3/26/2020	FULL BRIM HARD HATS	1,273.39	1,273.39
	Voucher:						
89185	7/14/2020	0010585 AUTOZONE STORES, INC.	5488989301	4/23/2020	ENGINE COOLANT TEMPERATUJ	24.97	
	Voucher:						
			5488993568	4/27/2020	COOLANTS, FAN BLADE, BELT A	303.63	
			5488995317	4/29/2020	SERPENTINE BELT FOR UNIT 44	25.39	
			5488011217	5/14/2020	BRAKE PADS FOR UNIT 408	80.46	
			5488032743	6/4/2020	IGNITION COIL FOR UNIT 405	17.89	
			5488035190	6/6/2020	BATTERY FOR UNIT 144	154.95	607.29
89186	7/14/2020	0011336 AVANT-GARDE INC.	6225	6/1/2020	MAY 2020: 2ND YEAR OF CONTR	14,210.00	
	Voucher:						
			6058	4/27/2020	MAR-APR 2020: PROF LABOR CC	2,185.75	
			6010	3/2/2020	FEB 2020: PROFESSIONAL LABC	1,335.00	17,730.75
89187	7/14/2020	0007921 BADGER METER, INC.	1366599	5/26/2020	REPLACEMENT AMR REGISTER:	14,835.32	
	Voucher:						
89188	7/14/2020	00000296 BD WHITE TOP SOIL CO INC	1366598	5/26/2020	METER REPLACEMENTS	10,917.16	25,752.48
	Voucher:						
89189	7/14/2020	0011669 BDO USA LLP	001346865	5/28/2020	MAY 2020 - SECTION 8 FINANCIA	1,808.00	1,808.00
	Voucher:						
89190	7/14/2020	0010615 BEARCOM	5033510	6/1/2020	JUN 2020: BEARCOM-ANNUAL SI	323.48	323.48
	Voucher:						
89191	7/14/2020	0009876 BIGGS CARDOSA	78603	5/5/2020	CONSTRUCTION MANAGEMENT	22,566.79	22,566.79
	Voucher:						
89192	7/14/2020	00001872 BLODGETT BAYLOSIS ENVIRONM	201922	6/16/2020	INITIAL STUDY/MITIGATED NEG	7,200.00	7,200.00
	Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89193	7/14/2020	BNJ IRON WORKS, INC. Voucher:	231	5/14/2020	CIRCLE PARK SECURITY FENCE	5,500.00	5,500.00
89194	7/14/2020	BRAKE-CO Voucher:	300860	5/9/2020	AIR-BRAKE VALVE AND BRAKE L	229.98	229.98
89195	7/14/2020	CENTRAL BASIN MUNI WATER DISG-MAY20 Voucher:		6/15/2020	MAY 2020 - WATER USAGE- CB M	14,948.12	14,948.12
89196	7/14/2020	CENTRAL FORD Voucher:	355364	6/5/2020	OXYGEN SENSOR FOR UNIT 32C	123.90	123.90
89197	7/14/2020	CHAMPION CHRYSLER JEEP DOI601664 Voucher:		6/4/2020	HOOD RELEASE CABLE FOR UN	76.78	76.78
89198	7/14/2020	CLEAN STREET Voucher:	92811	12/31/2018	12/1/18: EMERGENCY STREET S	9,000.00	
89199	7/14/2020	COASTLINE EQUIPMENT Voucher:	93129	2/7/2019	1/1/2019: EMERGENCY STREET :	9,000.00	18,000.00
89200	7/14/2020	CONCENTRA MEDICAL CENTERS68025577 Voucher:	694546	5/20/2020	ACCUMULATORS FOR UNIT 288	1,779.78	
			697805	5/29/2020	SERVICE HEAVY EQUIPMENT VE	651.11	2,430.89
			608082000	5/27/2020	5/26/2020: LAX VERNON SOTO -	71.50	
			67968535	6/3/2020	LAX VERNON SOTO: DOT RECEI	71.50	195.00
89201	7/14/2020	CONSERVATION CORPS OF Voucher:	7256	5/20/2020	5/16/20: BLOOD DRAW (PD)	52.00	
			7257	4/30/2020	APR 2020: YOUTH EMPLOYMEN'	9,800.00	
89202	7/14/2020	COUNTY OF L.A. DEPT OF PW Voucher:		4/30/2020	APR 2020: YOUTH EMPLOYMEN'	11,752.00	21,552.00
			RE-PW-200511051	5/11/2020	THRU APR 2020: TS MAINT DDG	446.29	446.29
89203	7/14/2020	CPS - HR CONSULTING Voucher:	0000868	6/3/2020	1/9/2020 POST 911 DISPATCHER	932.00	932.00
89204	7/14/2020	CUSTOMLINE INC. Voucher:	26602	5/14/2020	ELECTRIC GATE FOR PARK MAIL	813.09	
			26601	5/7/2020	ELECTRIC GATE FOR PARK MAIL	29,498.89	30,311.98
89205	7/14/2020	D & M TIRES & MUFFLERS Voucher:	3636	6/11/2020	LABOR TO INSTALL CATALYTIC C	100.00	
			3637	6/12/2020	LABOR TO INSTALL CATALYTIC C	100.00	
			3638	6/12/2020	LABOR TO INSTALL CATALYTIC C	100.00	
			3639	6/11/2020	LABOR TO INSTALL CATALYTIC C	100.00	
			3640	6/11/2020	LABOR TO INSTALL CATALYTIC C	100.00	
			3641	6/11/2020	LABOR TO INSTALL CATALYTIC C	100.00	
			3643	6/17/2020	LABOR TO INSTALL CATALYTIC C	100.00	
			3644	6/17/2020	LABOR TO INSTALL CATALYTIC C	100.00	
			3642	6/17/2020	LABOR TO INSTALL 2 CATALYTIC	450.00	1,250.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89206	7/14/2020	00001423 DAILY JOURNAL CORPORATION	B3371190	6/11/2020	ORDANCE PUBLICATION: ORDAI	105.00	105.00
		Voucher:					
89207	7/14/2020	00003777 DON MILLER & SONS PLUMBING	322431	5/29/2020	PLUMBING SUPPLIES	268.99	268.99
		Voucher:					
89208	7/14/2020	0012669 DUARTE, JORGE	Ref000270947	6/16/2020	UB REFUND CST #00061963-341:	165.08	165.08
		Voucher:					
89209	7/14/2020	0011434 EDGESOFT, INC.	3138	6/8/2020	PERMIT AND LICENSING SOFTW	16,800.00	16,800.00
		Voucher:					
89210	7/14/2020	0012689 ESPARZA, RICARDO	Ref000272038	6/23/2020	UB REFUND CST #00060172-102:	103.16	103.16
		Voucher:					
89211	7/14/2020	0012690 EZEVIRO, FRANCIS	Ref000272039	6/23/2020	UB REFUND CST #00063393- 982	163.61	163.61
		Voucher:					
89212	7/14/2020	00001988 FAIR HOUSING FOUNDATION	MAY 2020 #11	6/3/2020	MAY 2020 - #11: PERSONNEL RE	1,842.43	
		Voucher:					
89213	7/14/2020	00000619 FALCON FUELS, INC.	APR 2020 #10	5/5/2020	APR 2020 - #10: PERSONNEL RE	2,222.43	4,064.86
		Voucher:					
89214	7/14/2020	00002026 FEDERAL EXPRESS CORPORATI	22757	6/1/2020	REGULAR UNLEADED FUEL & TF	8,123.89	
		Voucher:					
89215	7/14/2020	0006262 FIRESTONE HAND WASH	22665	5/29/2020	REGULAR UNLEADED FUEL & TF	19,343.94	27,467.83
		Voucher:					
89216	7/14/2020	00003770 FLEMING ENVIRONMENTAL INC.	7-024-74070	5/8/2020	FEDEX EXPRESS SAVER	78.92	
		Voucher:					
89217	7/14/2020	0010237 FRONTIER COMMUNICATIONS	2020102	5/29/2020	FEDEX FIRST EXPRESS SAVER	85.66	164.58
		Voucher:					
89218	7/14/2020	0006890 GARVEY EQUIPMENT COMPANY	16176	4/17/2020	DETAIL FOR UNIT 815-B	350.00	350.00
		Voucher:					
			16189	5/7/2020	4/26/20: EMERGENCY SERVICE (1,366.69	
			562-923-9514-06/	5/13/2020	5/7/20: MNTHLY INSP OF USTALI	552.54	1,919.23
				6/10/2020	BILLING - 06/10/20-07/09/20	121.48	121.48
				5/20/2020	WIRE HARNESS & CONN. FOR U	46.43	46.43

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89219	7/14/2020	00004934 GAS COMPANY Voucher:	132 600 9400 1 6/	6/11/2020	BILLING PRD- 05/08/20 -06/09/20	34.90	
			102 000 8100 7 6/	6/11/2020	BILLING PRD- 05/08/20 -06/09/20	73.16	
			094 300 7500 3 6/	6/16/2020	BILLING PRD- 05/13/20 -06/12/20	843.30	
			013-900-7300-3-0f	6/12/2020	BILLING PRD- 05/11/20 -06/10/20	792.72	
			045 400 7300 6 06	6/12/2020	BILLING PRD- 05/11/20 -06/10/20	20.42	
			130 500 9400 5 06	6/11/2020	BILLING PRD- 05/08/20 -06/09/20	78.78	
			134 700 9400 7 6/	7/7/2020	BILLING PRD- 05/08/20 -06/09/20	48.41	
			189 300 9500 7 6/	6/17/2020	BILLING PRD- 05/14/20 -06/15/20	1,225.43	
			083 407 6536 4 6/	6/20/2020	BILLING PRD- 05/19/20 -06/18/20	19.31	
			126 300 9600 1 6/	6/12/2020	BILLING PRD- 05/11/20 -06/10/20	18.17	
			049 200 7902 8 6/	6/15/2020	BILLING PRD- 05/12/20 -06/11/20	20.43	
			115 800 9600 3 6/	6/12/2020	BILLING PRD- 05/11/20 -06/10/20	3,733.10	
			186 100 7200 3 06	6/12/2020	BILLING PRD- 05/11/20 -06/10/20	454.06	7,362.19
89220	7/14/2020	0010016 GLOBAL PARATRANSIT INC. Voucher:	111920-10	6/10/2020	MAY 2020: FIXED ROUTE (GATE	40,508.57	40,508.57
89221	7/14/2020	00004869 GOLDEN STATE WATER COMPAN Voucher:	29007447310-6/20	6/11/2020	BILLING PRD- 05/06/20 - 06/03/20	107.35	107.35
89222	7/14/2020	0008109 GOODIE'S UNIFORM Voucher:	2020-27206	6/5/2020	UNIFORM AND ACCESSORIES FI	348.92	348.92
89223	7/14/2020	00000534 GRANDE VISTA STEEL Voucher:	165117	5/20/2020	TRAINING PLATES FOR CRANE	652.46	652.46
89224	7/14/2020	0012691 GREENFIELD, RONALD Voucher:	Ref000272040	6/23/2020	UB REFUND CST #00061734-961:	177.02	177.02
89225	7/14/2020	00002524 GREEN'S CLEANERS Voucher:	531424	5/30/2020	MAY 2020: JAIL CLEANING OF BL	391.50	391.50
89226	7/14/2020	00002568 HAAKER EQUIPMENT COMPANY Voucher:	C60149	3/18/2020	HEADSETS FOR SEWER CREW	3,681.71	3,681.71
89227	7/14/2020	00000989 HARRIS & ASSOCIATES Voucher:	44858	5/15/2020	DESIGN SERVICES FOR HSIP C\Y	9,418.08	
			44859	5/15/2020	GARFIELD/IMPERAL PROJ 413-S	15,535.43	24,953.51
			687636	5/28/2020	MULTI-CHLOR	700.15	
			687633	5/28/2020	MULTI-CHLOR	772.41	
			687634	5/28/2020	MULTI-CHLOR	517.02	
89228	7/14/2020	0011526 HASA, INC. Voucher:	687637	5/28/2020	MULTI-CHLOR	837.19	2,826.77

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89229	7/14/2020	00000268 HOME DEPOT CREDIT SERVICES	6042139	5/11/2020	SHOP SUPPLIES	67.72	
		Voucher:	3090462	5/14/2020	STREET LIGHT REPAIRS	51.76	
			1371481	5/6/2020	VARIOUS WATER SUPPLIES	49.19	
			8371533	5/9/2020	VARIOUS WATER SUPPLIES	156.74	
			9360985	6/17/2020	GROUPS MAINT. SUPPLIES	163.38	
			2371866	6/4/2020	FACILITY MAINT. SUPPLIES	67.69	
			0371886	6/6/2020	GIRLS CLUB HOUSE/BLDG MAIN	217.92	
			7340484	6/9/2020	MATERIALS FOR WINDOW TINT	69.76	
			4371957	6/12/2020	GIRLS CLUB HOUSE: BLDG MAIN	269.28	
			5340497	6/11/2020	GENERAL MAINTENANCE - MISC	55.11	
			4350877	6/2/2020	KNEE PADS	27.47	
			4350878	6/2/2020	PLUMBING REPAIRS	22.53	
			2371869	6/4/2020	GENERAL MAINTENANCE - MISC	133.43	
			1350899	6/5/2020	VARIOUS WATER SUPPLIES	523.60	
			0360891	5/27/2020	GROUPS MAINTENANCE SUPP	101.32	
			5350872	6/1/2020	MATERIALS FOR BOARD UPS/CI	163.38	
			5350873	6/1/2020	MATERIALS FOR BOARD UPS/CI	349.06	
			5350874	6/1/2020	SUPPLIES	190.36	
			6350912	6/10/2020	FACILITY MAINT. SUPPLIES	51.33	2,731.03
89230	7/14/2020	00004578 INTERWEST CONSULTING GROU	59214	4/20/2020	MAR 2020: CONSULTANT SERVIC	24,875.00	
		Voucher:	59397	5/11/2020	APR 2020: CONSULTANT SERVIC	23,840.00	
			60383	6/30/2020	MAY 2020 PLAN CHECK SERVIC	2,362.18	51,077.18
89231	7/14/2020	0008222 JCL TRAFFIC SERVICES	104462	5/20/2020	STREET NAME SIGNS FOR ST D	118.15	
		Voucher:	104463	5/20/2020	SIGNS FOR ST DIV	415.01	
			104464	5/20/2020	STREET SIGNS	5,636.07	6,169.23
89232	7/14/2020	00000430 JOHN L. HUNTER AND ASSOCIAT	SGNP0320	6/2/2020	MAR 2020: PROFESSIONAL SVC:	4,281.25	
		Voucher:	SGUO0320	6/2/2020	MAR 2020: USED OIL RECYCLIN	190.00	
			SGBCR0320	6/2/2020	MAR 2020: BEVERAGE CONTAIN	190.00	
			SCIW0320	6/2/2020	MAR 2020: PROFESSIONAL SVC:	4,057.50	8,718.75
89233	7/14/2020	0012510 KILEY & ASSOCIATES, LLC	SG20051	5/1/2020	APR 2020 - FEDERAL LEGISLATI	3,333.33	3,333.33
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89234	7/14/2020	00003387 Voucher:	KNORR SYSTEMS, INC.	5/5/2020	PULSAR BRIQUETTES FOR POO	1,510.43	
				5/24/2020	POOL CHEMICAL SYSTEMS EQU	126.96	
				1/25/2020	FLOAT ASSEMBLY WITH ORING	39.27	
				10/27/2019	POOL SCHOOL - TAKEN BY H. B/	395.00	
				10/27/2019	POOL SCHOOL - TAKEN BY J. SA	395.00	
				10/27/2019	POOL SCHOOL - TAKEN BY T. MC	395.00	
				11/26/2019	PULSR BRIQUETTES	1,455.30	
				2/11/2020	PULSR BRIQUETTES	1,503.43	
				3/25/2020	PULSR BRIQUETTES	1,510.43	
89235	7/14/2020	00003540 Voucher:	LA COUNTY DEPT. OF PUBLIC WIRE-PW-19111202	3/25/2020	NEW STYLE DISCHARGE VALVE	389.68	7,720.50
				11/12/2019	THRU OCT 2019: NEW SIGNAL TI	857.08	857.08
89236	7/14/2020	00003540 Voucher:	LA COUNTY DEPT. OF PUBLIC WIN200000954	5/28/2020	THRU 4/15/2020- TS.5867/IMPERI	333.52	333.52
89237	7/14/2020	00005175 Voucher:	LA COUNTY METROPOLITAN	5/1/2020	APR 2020 - TAP BUS PASSES	420.00	420.00
89238	7/14/2020	00001151 Voucher:	LA COUNTY REGISTRAR-RECOR CHAKEMCO-PRJ#	6/25/2020	RECORDING "NOTICE OF EXEMI	75.00	75.00
89239	7/14/2020	00001478 Voucher:	LAKESHORE	5/22/2020	YOUTH PROGRAM SUPPLIES	44.10	44.10
89240	7/14/2020	00004729 Voucher:	LONG BEACH PRESS TELEGRAM0000482501	6/9/2020	PUBLIC NOTICE COSG PLANNIN	3,226.36	3,226.36
89241	7/14/2020	0011203 Voucher:	MARCO POWER EQUIPMENT	5/18/2020	MAINTENANCE & REPAIR OF SM	299.88	299.88
89242	7/14/2020	00001466 Voucher:	MISC - COMMUNITY DEVELOPEMETH VILLAS SG	6/23/2020	REIMB PATH VILLAS ARTS IN PU	108,000.00	108,000.00
89243	7/14/2020	00000170 Voucher:	MISC - PKS & REC REFUND	6/30/2020	233607-REFUND OF ADULT BAS	435.00	435.00
89244	7/14/2020	00000170 Voucher:	MISC - PKS & REC REFUND	6/30/2020	232091-REFUND OF ADULT BAS	435.00	435.00
89245	7/14/2020	00000170 Voucher:	MISC - PKS & REC REFUND	6/24/2020	228982-REFUND FACILITY RENT,	313.00	313.00
89246	7/14/2020	00000170 Voucher:	MISC - PKS & REC REFUND	6/30/2020	232795-REFUND OF ADULT BAS	140.00	140.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89247	7/14/2020	00000170	232373-MARTINE	6/22/2020	232373-REFUND OF TRIPS DUE	120.00	120.00
		Voucher:					
89248	7/14/2020	00000170	232357-FUENTES	6/18/2020	232357-REFUND OF TRIPS DUE	120.00	120.00
		Voucher:					
89249	7/14/2020	00000170	231200-CHAVEZ,	3/26/2020	RI CK 87953 - 231200 - REFUND	92.00	92.00
		Voucher:					
89250	7/14/2020	00000170	231213-MORA, I-	4/8/2020	RI CK 87968 - 231213 - REFUND	92.00	92.00
		Voucher:					
89251	7/14/2020	00000170	231327-CASTELL	6/30/2020	231327-REFUND OF TOT TIME D	92.00	92.00
		Voucher:					
89252	7/14/2020	00000170	222045-GUTIERR	4/17/2020	RI-CK 88292 222046 - REFUND TI	60.00	60.00
		Voucher:					
89253	7/14/2020	00000170	220955-MARTINE	6/22/2020	220955-REFUND OF TRIP DUE T	60.00	60.00
		Voucher:					
89254	7/14/2020	00000170	231333(2)-CAMAF	6/16/2020	231333-REFUND OF MEXICAN F	55.00	55.00
		Voucher:					
89255	7/14/2020	00000170	233413-PEREZ, J	5/19/2020	233413-REFUND OF MEMBERSH	19.00	19.00
		Voucher:					
89256	7/14/2020	00000170	231593(2)-RECE	5/19/2020	231593-REFUND OF MEMBERSH	19.00	19.00
		Voucher:					
89257	7/14/2020	00000170	232869-CARRASC	5/19/2020	232869-REFUND OF MEMBERSH	9.00	9.00
		Voucher:					
89258	7/14/2020	00003458	1837-WESTPORT	6/25/2020	FIRE HYDRANT METER DEPOSIT	135.53	135.53
		Voucher:					
89259	7/14/2020	0007720	US-INV997594	5/20/2020	4/20/20-5/19/21 - IVR PHONE CH	6.56	6.56
		Voucher:					
89260	7/14/2020	00004620	MUTUAL LIQUID GAS & EQUIPME467405	5/22/2020	PROPANE GAS AND COMPLIANC	559.93	559.93
		Voucher:					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89261	7/14/2020	0011779	NACHO AUTOMOTIVE REPAIR, IN28075	6/5/2020	SMOG INSPECTION- UNIT 114	35.00	
		Voucher:	28076	6/5/2020	SMOG INSPECTION- UNIT 116	35.00	
			28079	6/6/2020	SMOG INSPECTION- UNIT 126	35.00	
			28096	6/9/2020	SMOG INSPECTION- UNIT 140	35.00	
			27983	5/27/2020	SMOG INSPECTION- UNIT 152	35.00	
			27985	5/27/2020	SMOG INSPECTION- UNIT 166	35.00	
			27986	5/27/2020	SMOG INSPECTION- UNIT 803	35.00	
			28046	6/2/2020	SMOG INSPECTION- UNIT 132	35.00	
			28051	6/3/2020	SMOG INSPECTION- UNIT 174	35.00	
			28053	6/3/2020	SMOG INSPECTION- UNIT 119	35.00	
			28057	6/3/2020	SMOG INSPECTION- UNIT 139	35.00	
			28060	6/4/2020	SMOG INSPECTION- UNIT 125	35.00	420.00
89262	7/14/2020	0012286	NATIONWIDE ENVIRONMENTAL, 30913	6/15/2020	JUNE 2020: CITYWIDE STREET S	56,580.00	56,580.00
		Voucher:					
89263	7/14/2020	0009990	NATURE'S SELECT PET FOOD	5/18/2020	DOG FOOD MENDEZ/MAJOR (4/:	105.11	105.11
		Voucher:	3699				
89264	7/14/2020	0007865	NET TRANSCRIPTS, INC	5/15/2020	IA TRANSCRIPTS/ TRANSCRIPTI	85.50	85.50
		Voucher:	0032311-IN				
89265	7/14/2020	0005289	NOBEL SYSTEMS	5/29/2020	SERVICE LINE UPDATE ON MAP:	980.00	980.00
		Voucher:	14799				
89266	7/14/2020	0012202	NUJMA NETWORKS	6/1/2020	JUN 2020: 24TB BACKUP/ DISAS	2,000.00	2,000.00
		Voucher:	26620				
89267	7/14/2020	0007984	O'REILLY AUTO PARTS	6/4/2020	BRAKE PADS FOR UNIT 167	103.22	
		Voucher:	3063-350321	6/5/2020	CABIN AIR FILTER FOR UNIT 116	14.87	
			3063-350515	6/6/2020	BRAKE PADS FOR UNIT 126	49.03	
			3065-350568	6/8/2020	BATTERY FOR UNIT 127	221.31	
			3063-350971	6/1/2020	BATTERY FOR UNIT 178	168.14	
			3063-349785	6/2/2020	OXYGEN SENSOR FOR UNIT 174	46.40	
			3063-349954	6/5/2020	2- CONTROL ARMS FOR UNIT 11:	214.77	
			3063-350452	6/5/2020	AIR FILTER FOR UNIT S200 (STU	9.69	
			3063-350512	6/9/2020	STARTER FOR UNIT 242	147.00	974.43
			3063-351227	5/22/2020	5/1/20-5/20/20: CONSTRUCTION :	136,334.50	136,334.50
89268	7/14/2020	0012516	ORTIZ ENTERPRISES, INC	5/26/2020	REPAIRS TO FIELD OPS PRINTE	124.00	124.00
		Voucher:	OEI NO 002				
89269	7/14/2020	00002769	PARIS LASER PRINTER REPAIR	5/26/2020	REPAIRS TO FIELD OPS PRINTE	124.00	124.00
		Voucher:	26951				

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89270	7/14/2020	0011294 PARKWOOD LANDSCAPE Voucher:	I00223	5/31/2020	MAY 2020: ANNUAL LANDSCAPE	20,777.00	20,777.00
89271	7/14/2020	00003620 PD: CORELLA, CARLOS Voucher:	1-2602-RI	11/7/2019	RI CK 85801 - REIMB: MILAGE & I	236.60	236.60
89272	7/14/2020	00000488 PRAXAIR DISTRIBUTION, INC. Voucher:	96742810	5/21/2020	WELDING SUPPLIES	137.65	137.65
89273	7/14/2020	0005572 QUINN POWER SYSTEMS Voucher:	WO390010366 WO390010367 WO390010365 WO390010364 WO370152752 BO370065382	5/27/2020 5/27/2020 5/27/2020 5/27/2020 3/18/2020	ATS ANNUAL INSPECTION/ WOR ATS ANNUAL INSPECTION/ WOR ATS ANNUAL INSPECTION/ WOR ATS ANNUAL INSPECTION/ WOR SERVICE FOR ELECT EQUIPMEN CREDIT FOR RETURNED PART, I	755.00 755.00 755.00 755.00 1,073.37 -1,073.37	3,020.00 732.45
89274	7/14/2020	0011545 RELX, INC. Voucher:	1431080-2020053	5/31/2020	MAY 2020: MONTHLY SUBSCRIP	732.45	732.45
89275	7/14/2020	0011110 RET. JOHNSON, GERALD Voucher:	MAY 2020-RI	5/13/2020	RI CK 88699 - RETREE MEDICAL	150.00	150.00
89276	7/14/2020	0011881 RICHARD C. SLADE & ASSOCIATI Voucher:	5465	3/30/2020	CAPTURE ZONE ANALYSIS - NEV	9,688.30	9,688.30
89277	7/14/2020	0007826 RON'S MAINTENANCE, INC. Voucher:	980	6/22/2020	MAINT OF CATCH BASINS - YEAF	24,900.00	24,900.00
89278	7/14/2020	0012665 RS SCREEN PRINTING & EMBRO SGATE-500 Voucher:		5/7/2020	STAFF UNIFORMS/ADULT SPOR	2,887.22	2,887.22
89279	7/14/2020	0007637 RSG, INC Voucher:	I006247 I006241	5/31/2020 5/31/2020	MAY 2020 - DEPARTMENT SERVI MAY 2020: 2019-20 SUCCESSOR	1,160.00 960.00	2,120.00
89280	7/14/2020	0009447 RWC GROUP Voucher:	102070H CM102070H	6/4/2020	BATTERIES FOR UNIT 240 CREDIT FOR CORE RETURN (2X	306.64 -82.16	224.48
89281	7/14/2020	00004821 S & J SUPPLY COMPANY, INC. Voucher:	S100154733.001	5/27/2020	VARIOUS WATER SUPPLIES	571.55	571.55
89282	7/14/2020	0010999 SAFNA ENGINEERING Voucher:	10194	6/3/2020	MAY 2020: PROJECT MGMT SER	17,612.00	17,612.00
89283	7/14/2020	00000557 SAN DIEGO POLICE EQUIPMENT 643034 Voucher:		6/16/2020	BUSCH NON-BALLISTIC HELMET	4,587.50	4,587.50

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89284	7/14/2020	00004834	SECURITY SIGNAL DEVICES SYSS-01023305	5/12/2020	PANEL NOT TESTING	139.00	
	Voucher:		S-0102373	5/12/2020	PANEL NOT TESTING	278.00	
			S-01023350	5/12/2020	CALL OUT - PANEL LOST COMM	278.00	
			S-01023298	5/12/2020	RADIO/CELL COMMUNICATOR N	278.00	973.00
89285	7/14/2020	0012588	SHI	4/30/2020	KnowBe4 Security Awareness Train	5,224.00	5,224.00
	Voucher:		B11692470				
89286	7/14/2020	00002616	SHRED-IT US JV LLC	5/31/2020	5/27/20: SHREDDING OF DOCUM	80.98	80.98
	Voucher:		8129859402				
89287	7/14/2020	00004857	SMITH FASTENER COMPANY	6/29/2020	FASTENERS	74.06	
	Voucher:		0026700	5/26/2020	CRANE TRAINING DEVICES	115.03	189.09
			0026627	5/19/2020	5% LATE PAYMENT PENTALTY	6.82	
89288	7/14/2020	00005096	SOUTH COAST A.Q.M.D.	6/29/2020	AQMD FEE- JUL 2019- JUN 2020-	137.63	
	Voucher:		3644012	5/6/2020	ICE (50-500 HP) EM ELEC GEN-D	421.02	565.47
			3647685	5/22/2020	REPLACING OF DAMAGE PARKII	7,309.58	7,309.58
89289	7/14/2020	0005559	SOUTH COAST LIGHTING & DESI1008549				
	Voucher:		0054485-1	12/4/2019	WHEELCHAIR RAMP - 10145 ATL	385.00	385.00
89290	7/14/2020	0012379	SOUTHLAND FENCING INC				
	Voucher:		59902	5/21/2020	FIRST AID SUPPLIES FOR ST DIA	169.62	169.62
89291	7/14/2020	00004908	STATUS ONE MEDICAL INC				
	Voucher:		P24013	6/4/2020	GROUPS - EQUIPMENT PARTS	286.12	286.12
89292	7/14/2020	0008773	STOTZ EQUIPMENT				
	Voucher:		INVP500117817	5/12/2020	GROUPS MAINT. SUPPLIES	576.35	576.35
89293	7/14/2020	00004921	TARGET SPECIALTY PRODUCTS				
	Voucher:		5258	6/18/2020	VXTRACKER CALL ACCOUNTING	800.00	800.00
89294	7/14/2020	0010931	TELARUS, INC.				
	Voucher:		0070513-IN	6/10/2020	ELECTRICAL SERVICE CABINET	7,530.08	7,530.08
89295	7/14/2020	0005498	TESCO CONTROLS, INC				
	Voucher:		4106	1/23/2020	10/1/19-12/31/19: PROJECT MGM	44,325.70	44,325.70
89296	7/14/2020	0011886	THE TRUST FOR PUBLIC LAND				
	Voucher:		0490384052720	5/27/2020	5/27/20 - 6/26/20 FOR PUBLIC WC	126.08	
			0008335060120	5/27/2020	5/1/20-5/31/20: ACCT#8448 20 89	278.19	
			0044267052720	6/1/2020	ACCT# 844830 017 0008335 - 6/1/	161.26	
			0507757051520	5/15/2020	05/15/20 - 06/14/20 FOR CITY YAF	25.23	
			0439993052020	5/20/2020	05/20/20 - 06/19/20 FOR CITY YAF	270.00	860.76

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89298	7/14/2020	0010699	TRANSYSTEMS CORPORATION INV-0003590469	6/2/2020	MAY 2020: CONSTRUCTION OF F	9,791.64	9,791.64
89299	7/14/2020	0012020	TRIPEPI, SMITH AND ASSOCIATE 5147	6/15/2020	06/15/20-07/15/20: CITY COMMUN	3,500.00	3,500.00
89300	7/14/2020	00005220	TROY GROUP, INC. S013561	6/17/2020	TROY PRINTERS MAINTENANCE	840.00	840.00
89301	7/14/2020	00004657	TYLER TECHNOLOGIES 045-305471	5/31/2020	TRASH CANS UNIT REPORT	1,223.00	1,223.00
89302	7/14/2020	00004964	UNDERGROUND SERVICE ALERT 520200188	6/1/2020	DIG ALERTS- 232 TICKETS & \$10	392.80	547.07
			DSB20192672	6/1/2020	CALIFORNIA STATE FEE FOR RE	154.27	543.47
89303	7/14/2020	00004975	US ARMOR 28175	6/4/2020	VEST- ENFORCER CONCEALABI	543.47	543.47
89304	7/14/2020	00000379	VERIZON BUSINESS 67112466	6/10/2020	BILLING -05/01/2020 - 05/31/2020	80.56	80.56
89305	7/14/2020	0005537	VERONICA TAM & ASSOCIATES II2649	5/10/2020	HOUNSING ELEMENT ANNUAL P	1,000.00	1,000.00
89306	7/14/2020	0012668	VON RACHE, RAPHAEL Ref000270946	6/16/2020	UB REFUND CST #00062654-921:	120.01	120.01
89307	7/14/2020	00002634	VULCAN MATERIALS COMPANY 72577239	5/13/2020	ASPHALT FOR ST DIV	251.84	
			290226	4/30/2020	FINANCE CHARGE FOR ASPHAL	34.74	
			72575011	5/11/2020	ASPHALT FOR ST DIV	416.63	
			72590640	5/27/2020	ASPHALT FOR ST DIV	250.21	
			72570152	5/6/2020	ASPHALT FOR ST DIV	252.66	
			72597447	5/31/2020	ASPHALT FOR ST DIV	1,156.85	2,362.93
89308	7/14/2020	00002593	WAXIE'S SANITARY SUPPLY 79233769	6/11/2020	POWER WASHER	4,705.82	4,705.82
89309	7/14/2020	0010471	WEBSTER'S BEE'S REMOVAL SR'1332	5/13/2020	BEE REMOVAL AT 10309 WALNU	235.00	
			1343	5/20/2020	BEE REMOVAL AT 10106 SAN MIC	235.00	
			1326	5/13/2020	BEE REMOVAL AT 5009 MICHIGA	235.00	
			1353	5/27/2020	BEE REMOVAL AT 5731 ROOSEV	235.00	940.00
89310	7/14/2020	0010476	WECK LABORATORIES INC W0E1014-COSOL	5/19/2020	WATER QUALITY SAMPLING	135.00	
			W0E1252-COSOL	5/21/2020	WATER QUALITY SAMPLING	135.00	
			W0E1581-COSOL	5/28/2020	WATER QUALITY SAMPLING	115.00	
			W0E0018-COSOL	6/1/2020	WATER QUALITY SAMPLING	135.00	
			W0E1188-COSOU	5/21/2020	WATER QUALITY SAMPLING	130.00	650.00

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
89311	7/14/2020	00000482 WEST COAST ARBORISTS, INC. Voucher:	160675	5/31/2020	5/16/20-5/31/20: ANNUAL TREE M	6,382.50	
			161279	6/15/2020	6/1/20-6/15/20: TREE TRIMMING /	4,519.00	10,901.50
89312	7/14/2020	00000032 WEST COAST MAILERS Voucher:	10387	6/2/2020	CSG BILLS CYCLES 1 & 2 JOB# 5	2,131.65	
			10390	7/1/2020	CSG LATE NOTICES CYCLES 3 & 4	316.15	
			10389	6/2/2020	CSG BILLS CYCLES 7 & 8 JOB# 4	1,580.24	
			10384	6/2/2020	CSG BILLS CYCLES 3 & 4 JOB# 5	1,695.86	
			10388	6/2/2020	CSG BILLS CYCLE10 / LATE NOT	406.68	
			10391	6/2/2020	CSG BILLS CYCLES 5 & 6 JOB# 5	1,801.82	
			10385	6/2/2020	CSG LATE NOTICES 1 & 2 JOB# 5	375.77	8,308.17
89313	7/14/2020	0011968 WEX BANK Voucher:	65847162	6/6/2020	5/6/20 CLOSING DATE: SHELL G/	551.38	551.38
89314	7/14/2020	0006745 XTREME AUTOBODY Voucher:	2216	6/3/2020	REPAIR AND PAINT DAMAGE TO	1,916.67	1,916.67
89315	7/14/2020	00001376 Z.A.P. MANUFACTURING INC Voucher:	3675	5/30/2020	REMOVE AND REFACE STREET	1,467.34	1,467.34
89316	7/14/2020	00000062 ZIEGLER'S HARDWARE & SUPPLY Voucher:	09417	5/12/2020	SUPPLIES FOR ST DIV	33.06	
			09412	5/11/2020	KEYS FOR ST DIV	6.58	
			09465	5/20/2020	SUPPLIES FOR ST DIV	48.48	
			09476	5/21/2020	JUVENAL S.: MATERIALS FOR IN	50.43	
			09477	5/21/2020	POOL/MAINT	16.52	
			09543	6/4/2020	SECURITY GATE/ FIRESTONE &	39.62	
			09553	6/6/2020	CITY REOPENING PREPERATION	96.85	
			09559	6/8/2020	GIRLS CLUB HOUSE: BLDG MAIP	34.73	
			09588	6/12/2020	POOL MAINT	5.16	
			09592	6/12/2020	CITY REOPENING PREPERATION	43.23	
			09409-2020	5/11/2020	SUPPLIES FOR SEWER DIV	38.57	419.24
			09435-2020	5/14/2020	SUPPLIES FOR ST DIV	6.01	545.32
89317	7/14/2020	00000063 ZUMAR INDUSTRIES INC Voucher:	88471	5/14/2020	SIGNS FOR ST DIV	545.32	

Sub total for BANK OF THE WEST: 1,419,750.74

154 checks and 1 wire transfer in this report.

Grand Total All Checks: 1,419,750.74

WARRANT REGISTER FOR COUNCIL MEETING 7/14/2020 (FY 2019/2020)

PART VI

apChkLst
06/30/2020 9:48:00AM

Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1886	5/14/2020	00004708 PERS HEALTH PLAN Voucher: 1886	Ben267153	5/14/2020	JUNE 2020 MEDICAL HMO ANTHI	394,943.55	394,943.55
1900	6/11/2020	00000343 PUBLIC EMPLOYEES RETIREMENT Voucher: 1900	Ben270188	6/11/2020	PERS RETIREMENT: PAYMENT	230,193.63	230,193.63
1904	6/25/2020	00000004 NATIONWIDE RETIREMENT SOLL Voucher: 1904	Ben271130	6/25/2020	DEF COMP NATIONWIDE: PAYME	48,618.69	48,618.69
1905	6/25/2020	00004836 SEIU LOCAL 721 CTW CLC-23900 Voucher: 1905	Ben271132	6/25/2020	SEIU DUES: PAYMENT	3,283.20	3,283.20
1906	6/25/2020	00002370 INTERNAL REVENUE SERVICE Voucher: 1906	Ben271134	6/25/2020	MEDICARE: PAYMENT	166,256.37	166,256.37
1907	6/25/2020	00000343 PUBLIC EMPLOYEES RETIREMENT Voucher: 1907	Ben271136	6/25/2020	PERS RETIREMENT: PAYMENT	216,245.59	216,245.59
1908	6/25/2020	00001186 EMPLOYMENT DEVELOPMENT Voucher: 1908	DBen271138	6/25/2020	SDI: PAYMENT	55,679.13	55,679.13
1909	6/25/2020	00004996 SEIU-COPE LOCAL 721, LAVOC Voucher: 1909	CIBen271140	6/25/2020	SEIU- COPE LOCAL 721 DEDUCT	44.00	44.00
1910	6/25/2020	00004988 CHILD SUPPORT ON-LINE, STATE Voucher: 1910	STATEBen271142	6/25/2020	CHILD SUPPORT-ONLINE: PAYMI	2,195.54	2,195.54

Sub total for BANK OF THE WEST wires: 1,117,459.70

9 wire transfers in this report.

Grand Total All WIRE TRANSFERS: 1,117,459.70

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING 7/14/2020
FY 2019/20**

TOTAL PART I - PAYROLL-RELATED CHECKS	1,456.61
TOTAL PART II - PREPAID CHECK 6/24/2020	13,651.05
TOTAL PART III - ACCOUNTS PAYABLE CHECKS	1,419,750.74
TOTAL PART IV - PAYROLL-RELATED WIRE TRANSFERS	1,117,459.70
	<hr/>
SUB - TOTAL	2,552,318.10
LESS: VOIDS	(930.60)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(420,561.69)
	<hr/>
GRAND TOTAL	2,130,825.81

