

SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, April 12, 2022 at 6:30 p.m.

IN-PERSON MEETING

ZOOM & TELECONFERENCE

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

MEETING ID: 878 5411 4110

<https://us02web.zoom.us/j/87854114110>

CALL TO ORDER:

Al Rios, Mayor

INVOCATION:

Bishop Juan Carlos, Centro Cristiano Bet-El

PLEDGE OF ALLEGIANCE:

Raul F. Salinas, City Attorney

ROLL CALL:

Sonia Guerrero, Recording Secretary

MAYOR

Al Rios

CITY CLERK

VICE MAYOR

Maria del Pilar Avalos

CITY TREASURER

Gregory Martinez

COUNCIL MEMBERS

Maria Davila

Denise Diaz

Gil Hurtado

INTERIM CITY MANAGER

Chris Jeffers

CITY ATTORNEY

Raul F. Salinas

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.

I. PROCLAMATIONS, CERTIFICATES, INTRODUCTIONS AND CEREMONIAL ACTIONS**1. Proclamation declaring the month of April as Sexual Assault Awareness Month and Denim Day April 27, 2022**

The City Council will present a proclamation declaring the month of April as Sexual Assault Awareness Month and Denim Day April 27, 2022. (PD)

Item 1 Report**2. Proclamation declaring the month of April as DMV/Donate Life California Month**

The City Council will present a proclamation declaring the month of April as DMV/Donate Life California Month. (CM)

Item 2 Report**3. Certificates of Appreciation presented to the SEHS Boys Soccer City Section Division I Champions**

The City Council will present Certificates of Appreciation to the South East High School Boys Varsity Soccer Team for winning their respective championship title at the 2022 CIF Los Angeles City Section Division 1 Soccer Competition. (CM)

Item 3 Report**II. PUBLIC HEARINGS**

NONE

III. 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.

IV. 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.

V. CONSENT CALENDAR ITEMS

Agenda Items **4, 5, 6, 7, 8, 9, 10, 11, and 12** 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.

4. Amendment No. 4 to Contract No. 3407 with Avant-Garde, Inc., for Administrative Services for the CDBG/HOME PROGRAM

The City Council will consider: (CD)

- a. Approving **Amendment No. 4 to Contract No. 3407** with Avant-Garde, Inc., for as needed administrative services for the CDBG and HOME Programs in an amount not to exceed \$173,600;
- b. Appropriating \$37,000 from the unassigned CDBG-CV administrative funds in account number 243-601-43-6101 (Professional Services); and
- c. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

Item 4 Report

5. Amendment No. 1 to Contract No. 2020-03-CC with Los Angeles County Metropolitan Transportation Authority for Measure R Funding for the Firestone Boulevard and Otis Street Improvements and Imperial Medians, City Project No. 496-ST

The City Council will consider: (PW)

- a. Approving **Amendment No. 1 to Measure R Funding Agreement with LA METRO, Contract No. 2020-03-CC**, to program \$150,000 in Measure R Funds to pay for street improvements constructed on Firestone Boulevard under the Firestone Boulevard and Otis Street Improvements and Imperial Medians, City Project No. 496-ST, Metro Project ID No. MR306.58; and
- b. Authorizing the Mayor to execute Amendment No. 1 to Measure R Funding Agreement with LA METRO, Contract No. 2020-03-CC, in a form acceptable to the City Attorney.

Item 5 Report

6. Agreement with Davis Farr LLP., for Financial Audit Services

The City Council will consider: (ADMIN SVCS)

- a. Approving the selection of the Davis Farr, LLP to provide financial audit services to the City for a term of three years with an option to extend the contract for two subsequent fiscal years; and
- b. Authorizing the Mayor to execute the agreement in a form acceptable to the City Attorney.

Item 6 Report

7. Southern California Edison Service Invoice No. 2792182 for new electrical service for the Urban Orchard Project, City Project No. 539-PRK

The City Council will consider approving SCE Service Invoice No. 2792182 to fund additional costs required to construct the new electrical service meter and conduit improvements for the Urban Orchard Project, City Project No. 539-PRK, in the amount of \$27,693. (PW)

Item 7 Report

8. Grant Funds from Californians for All Youth Workforce Program

The City Council will consider: (PARKS)

- a. Accepting \$750,515 in grant funds from Californians for All Youth Work force Program;
- b. Allocating such funding for various Workforce Development projects with the Conservation Corp of Long Beach; and
- c. Delegating authority to the Director of Parks & Recreation, or his designee, to conduct all negotiations, sign and submit all documents including, but not limited to, applications, agreements, amendments, and payment requests which may be necessary for the completion of the grant scope(s).

Item 8 Report

9. Notice of Completion for Caltrans Contract 07-298014, City Project No. 587-ST and Soundwall Project, City Project No. 587-ST

The City Council will consider: (PW)

- a. Accepting completion of construction, effective October 15, 2021, of the Soundwall Improvements Project, City Project No. 587-ST and 547-ST, constructed by Ortiz Enterprises Inc.; and
- b. Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.

Item 9 Report

10. Notice of Completion for Park Lighting & Energy Efficiency Upgrade Project, City Project No. 588-PRK, Federal HUD No. 673

The City Council will consider: (PW)

- a. Accepting completion of construction, effective March 7, 2022, of the Park Lighting & Energy Efficiency Upgrades Project, City Project No. 588-PRK, Federal Hud No. 673, constructed by Express Energy Services, Inc.; and
- b. Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.

Item 10 Report

11. Notice of Completion for "Garfield Avenue, from south city limit to Jefferson Avenue, and Imperial Highway, from west city limit to east city limit" 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) and Change Order Nos. 7 and 8 To Contract No. 2020-43-CC

The City Council will consider: (PW)

- a. Accepting completion of construction of the "Garfield Avenue, from south City limit to Jefferson Avenue and Imperial Highway, from west City limit to east City limit" improvements, City Project No. 413-ST, Federal Project No. STPL-5257(030), effective April 8, 2022;
- b. Accepting completion of construction of the "Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median," City Project No. 496-ST, Federal Project No. HSIPL-5257(032) completed by Sequel Contractors, Inc., effective April 8, 2022;
- c. Directing the City Clerk to file the Notice of Completion with Los Angeles County Registrar Recorder's Office;
- d. Approving Contract Change Order No. 7 to Contract No. 2020-43-CC with Sequel Contractors, Inc., which was necessary to fund additional improvements and to adjust the construction bid quantities for the "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)" to reduce the amount of the contract by \$75,224;
- e. Approving Contract Change Order No. 8 to Contract No. 2020-43-CC with Sequel Contractors, Inc., which was necessary to adjust the construction bid quantities for the "Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032)" in an amount not-to-exceed \$2,862; and
- f. Authorizing the Assistant City Manager/Director of Public Works to execute Contract Change Order Nos. 7 and 8 to Contract No. 2020-43-CC.

Item 11 Report

12. Minutes

The City Council will consider: (CLERK)

- a. Approving the Special and Regular Meeting minutes of February 22, 2022; and
- b. Approving the Special Meeting minutes of March 7, 2022.

Item 12 Report

VI. REPORTS, RECOMMENDATIONS AND REQUEST

13. Appointments to the Tweedy Mile Advisory Board

Mayor Al Rios will consider re-appointing Victor Zamudio to the Tweedy Mile Advisory Board. Council Member Denise Diaz will consider appointing Sara Rosa. These appointments would be effective May 1, 2022, if approved by the City Council. The appointments must be ratified by a majority vote of the City Council.

Per Tweedy Mile By Laws, the terms of both appointees, Victor Zamudio (appointed by Mayor Rios) and Joshua Barron (appointed by Council Member Denise Diaz) have expired. At this time, Mayor Rios has elected to re-appoint Victor Zamudio and Council Member Diaz has elected to appoint Sara Rosa to serve on the Tweedy Mile Advisory Board. Both individuals have graciously accepted the opportunity to serve the community as Board Members.

Council Member Diaz wishes to thank Joshua Barron for his service as a member of the Tweedy Mile Advisory for the past 3 years.

Item 13 Report

14. Warrant Register for April 12, 2022

The City Council will consider: (ADMIN SVCS)

- a. Approving Check No. 95611 from February 22, 2022; and
- b. Approving the Warrant Register for April 12, 2022

Total of Checks:	\$3,478,745.81
Voids:	(\$ 0.00)
Total Payroll Deductions:	<u>(\$ 563,912.77)</u>
Grand Total:	\$2,914,833.04

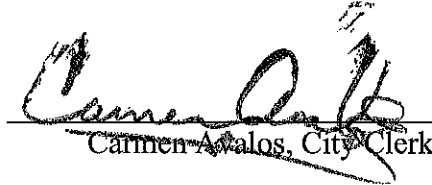
Cancellations: 95669, 96317

Item 14 Report

VII. ADJOURNMENT

Adjournment in memory of Steven Joseph Hugar son of former South Gate Police Department Employee Jimmy Hugar.

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on April 7, 2020, at 10:00 a.m., as required by law.



Carmen Avalos, 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.

City of South Gate



From the Honorable
Mayor

P R O C L A M A T I O N

Declaring
Sexual Assault Awareness Month
April 2022

Denim Day
April 27, 2022

WHEREAS, for the past 24 years, the Peace Over Violence Organization has called attention to misconceptions and misinformation about rape, sexual assault, and the fact that many today remain uninformed with respect to issues of assault and forcible rape; and

WHEREAS, Sexual Assault Awareness Month (SAAM) traces its history to the 1970s, when activists first began organizing on a national scale to reduce sexual assault and violence against women and advocates fought to bring a topic once taboo for public discussion out of the shadows and shed light on the widespread problem of sexual assault; and

WHEREAS, Denim Day in Los Angeles was born in April of 1999 to protest rape and attitudes that excuse it; and

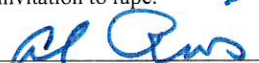
WHEREAS, by wearing jeans during SAAM became an international symbol of protest of harmful attitudes about rape in response to an Italian Supreme Court decision to overturn a rape conviction because the victim wore jeans and the justices reasoned that the victim must have helped her attacker remove her jeans, which they felt implied consent resulting in the women in the Italian Parliament coming to work the following day wearing jeans in solidarity with the victim; and

WHEREAS, this protest was picked up by international media which inspired the California Senate and Assembly to do the same on the steps of the Capitol in Sacramento; and

WHEREAS, on the last Wednesday in April in honor of SAAM, Denim Day takes a stand against rape, sexual assault and sexual harassment when community members, elected officials, businesses and students are encouraged to make a social statement with their fashion by wearing jeans as a visible means of protest against sexual violence; and

WHEREAS, April 27, 2022, marks the 24th celebration of Denim Day in the US.

NOW, THEREFORE, be it proclaimed on this 12th day of April 2022, that **I, Al Rios, Mayor of the City of South Gate,** on behalf of the City Council and citizens, do hereby proclaim April 2022 as Sexual Assault Awareness Month and April 27, 2022, as Denim Day and encourage everyone to wear jeans on April 27th to help communicate the message that there is "no excuse and never an invitation to rape."


Al Rios, Mayor

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring **DMV/Donate Life California Month** **April 2022**

- WHEREAS,** organ, eye, tissue, marrow, and blood donations are life-giving acts recognized worldwide as compassion to those in need; and
- WHEREAS,** in 2021 more than 41,000 transplants from 20,300 donors brought renewed life to patients and their families and 100,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, on average, 17 people die daily while waiting for a transplant; and
- WHEREAS,** more than 600,000 units of blood per year are needed to meet the need in California and at any given time, 6,000 patients need volunteer marrow donors and the need for donated organs is especially urgent in minority groups; and
- WHEREAS,** a single donation of a heart, lungs, liver, kidneys, pancreas, and small intestine can save up to eight lives and tissue donation can save the lives of more than 75 others; and
- WHEREAS,** more than 100,000 people are waiting for organ transplants and a person is added to the organ waiting list every 9 minutes; and
- WHEREAS,** deceased organ donors saved more than 33,000 lives last year, the most ever and more than one-third of these are age 50 or older; 7% are age 65 or older and millions of lives are saved by organ donors; and
- WHEREAS,** the act of giving and the decision to donate are not restricted by age or medical condition; and
- WHEREAS,** over 17 million Californians have signed up when applying for or renewing their driver's licenses or ID cards at the California DMV with Donate Life California Donor Registry to ensure their wishes to be organ donors are honored.

NOW, THEREFORE, be it proclaimed on this 12th day of April 2022, that I, **Al Rios, Mayor of the City of South Gate**, do hereby proclaim the month of April as DMV/Donate Life California Month and encourage all residents to check "yes" when applying for or renewing their driver license or ID card, or by signing up at www.donateLIFeCalifornia.org or www.doneVIDAcalifornia.org.


Al Rios, Mayor

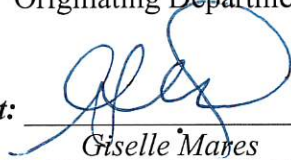
APR 05 2022
7:30 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: April 12, 2022
Originating Department: City Manager's Office

Management Assistant:


Giselle Mañes

Interim City Manager:


Chris Jeffers

SUBJECT: CERTIFICATES OF APPRECIATION PRESENTED TO THE SOUTH EAST HIGH SCHOOL BOYS VARSITY SOCCER TEAM

PURPOSE: This item was added to the Agenda at the request of Mayor Al Rios to recognize youth for their outstanding achievement in winning the 2022 CIF Los Angeles City Section Division 1 Boys Soccer Championship.

RECOMMENDED ACTION: The City Council will present Certificates of Appreciation to the South East High School Boys Varsity Soccer Team for winning their respective championship title at the 2022 CIF Los Angeles City Section Division 1 Soccer Competition.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: In recognition of the South East High School Boys Varsity Soccer Team winning the 2022 CIF Los Angeles City Section Division 1 Soccer Championship; Mayor Al Rios will present the following South East Varsity Soccer Team members with Certificates of Appreciation:

SOUTH EAST VARSITY SOCCER TEAM

PLAYERS:

Sadatiel Pérez
Edward Fletes
Devin Tello
Felipe Damian Bernal Ferreira
Kevin Miranda
Yahir Galeno
Peter Delgado
Adrian Magaña
Marcus Cazares
Nick Hernandez
Donovan Perez
Adan Gonzalez

Isaac Cortez
Ulises Davila
Nicolas Magaña
Brandon Arias
Chris Diaz
Jesus Valadez
Cesar Tapia
Miguel Guzman
Josue Diaz
Ivan Madrueño
Diego Avalos
David Viramontes
Ivan Martinez
Kevin Martinez
Anthony Rivera
Cristian Ramirez
Ansel Rincon

HEAD COACH:

Felipe Bernal

ASSISTANT COACHES:

Erwin Salmeron
Sergio Chavez

ATTACHMENT: None

City of South Gate CITY COUNCIL

CITY MANAGER'S OFFICE

APR 05 2022

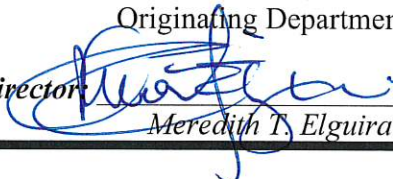
5:30pm

AGENDA BILL

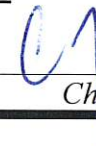
For the Regular Meeting of: April 12, 2022

Originating Department: Community Development

Department Director:


Meredith T. Elguira

Interim City Manager:


Chris Jeffers

SUBJECT: AMENDMENT NO. 4 TO CONTRACT NO. 3407 WITH AVANT-GARDE, INC., TO PROVIDE ADMINISTRATIVE SERVICES FOR THE CDBG/HOME PROGRAM

PURPOSE: This item was continued from the regular City Council meeting of March 22, 2022. The City has used a consulting firm to help administer the Community Development Block Grant (CDBG) / HOME Investment Partnership (HOME) Programs for many years. This agreement will help the City continue the proper administration of these grant funds and will amend the Professional Services Agreement with Avant-Garde, Inc., to provide as needed administrative services for the HOME and CDBG funded programs administered through the Department of Housing and Urban Development (HUD) while the Community Development Department fills its numerous vacant positions.

RECOMMENDED ACTIONS: The City Council will consider:

- Approving Amendment No. 4 to Contract No. 3407 with Avant-Garde, Inc., for as needed administrative services for the CDBG and HOME Programs in an amount not to exceed \$173,600;
- Appropriating \$37,000 from the unassigned CDBG-CV administrative funds in account number 243-601-43-6101 (Professional Services); and
- Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds, in the amount of \$68,300, were included in the FY 2021/22 CDBG-CV/CDBG/HOME budgets for this contract; however, due to numerous staffing shortages, the City has needed the services of Avant-Garde more than anticipated. Therefore, if Council approves this contract amendment, \$37,000 will need to be appropriated from the CDBG-CV to fund the unbudgeted amount for the Amendment No. 4. Cost savings from the current vacancies will cover the remaining balance of \$136,600. Avant Garde will work on an as needed basis and this amended contract does not obligate the City to spend the total contract amount if Avant Garde's services are no longer needed.

ANALYSIS: The Housing Division is currently short staffed due to the departure of key employees. The City is currently working to distribute, document, and close out grant programs which had more than three times the usual funding. The continuation of the consulting services

currently provided by Avant-Garde is critical. The Department is actively working to fill vacant positions, which will eventually lead to a reduction in the services needed from this firm.

Due to the uncertainty in future CDBG/HOME funding allocations and the recent changes in Community Development staff, City Staff is proposing an amendment to our one-year Agreement with Avant-Garde. This Agreement would allow the City maximum flexibility.

Avant-Garde is committed to working with the City on an as-needed basis. Avant-Garde has established a projected budget based on the current needs of the City and the time remaining on the existing contract. Amendment No. 4 with Avant-Garde will all for the program objectives to be met and for training in-house and/or of new staff as needed. Based upon the City's proposed scope of work, parties of the agreement have agreed to a "not to exceed amount" of \$173,600 for Amendment No. 4. This Amendment is paid for through the Administrative allocations provided through CDBG-CV and cost savings from vacant positions in the Housing Division.

BACKGROUND: Each year the City receives approximately \$1.4 million in CDBG funds and \$600,000 in HOME funds. These funds help pay for important City services such as graffiti removal, and various facility improvements. It also provides funding for home improvement loans and business rehabilitation projects. The City also received additional funds in CDBG Coronavirus (CDBG-CV) funds through the CARES Act in response to the Coronavirus (COVID-19) to fund additional social services and economic development projects for FY 2019/20, FY 2020/21, and FY 2021/22 in response to the virus. Retaining a well-qualified and experienced consultant is crucial for the success of these programs. This agreement will ensure that the City has the expertise it needs to maximize these programs until vacant positions are filled. The department is prioritizing filling positions in the Housing Division, especially the Housing Administrator's position, and expects to have people in place in the first quarter of Fiscal Year 2022-2023.

On January 9, 2018, the City Council approved Contract No. 3407, with Avant-Garde in the amount of \$195,000 (\$65,000 per year for three years) to provide administrative services for the CDBG/ HOME Program between February 2, 2018 and December 12, 2020. On April 28, 2020, the City Council approved Amendment No. 1 to Contract No. 3407, with Avant-Garde in the amount of \$110,000 to provide administrative services for the CDBG/ HOME Program between February 2, 2018 and December 12, 2020. On November 24, 2020, the City Council approved Amendment No. 2, retroactively effective November 10, 2020, to continue providing as needed Administrative Services for the CDBG and HOME Programs for an additional year, through and including November 24, 2021, in an amount not to exceed One Hundred Forty-Nine Thousand, Seven Hundred Five Dollars (\$149,705).

On May 25, 2021, the City Council approved Amendment No. 3 to Contract No. 3407, with Avant-Garde in the amount of \$149,705 to provide administrative services for the CDBG/HOME/CDBG-CV Program through November 24, 2022. Amendment No. 3 was made to provide staff augmentation due to vacancies in the department for a period of seven (7) months.

On October 8, 2020, the City issued a Request for Proposals for Community Development Block Grant and HOME consulting services. The RFP was sent to 10 firms in which only one firm submitted a bid, Avant-Garde. The City has used Avant-Garde, Inc., consulting firm to help

administer CDBG/HOME Investment Partnership Programs for the past four years. This is standard practice for “entitlement” cities such as South Gate to ensure compliance with the complex and voluminous regulations governing these federal programs. This agreement will help the City continue the proper administration of these grant funds.

The proposed Amendment No. 4 in an amount not to exceed \$173,600 will allow Avant-Garde to continue providing program monitoring and funding compliance services for the HOME, CDBG, and CDBG-CV Projects. Scope of work to be performed will be in accordance with the scope identified in the original agreement and proposal which includes:

- Evaluation of the City’s HUD programs and funding
- Coordination with HUD
- Fiscal reporting
- Program Monitoring
- Public Services Grant Processing
- Labor Compliance and Section 8 monitoring
- Administration of new CDBG-CV Funds allocated to the City
- Interim Housing Management Services
- Assistance in the administration of the Emergency Rental Assistance Program
- Assistance in the administration of the Small Business Grant Program
- Administration of the Commercial Façade Program

It is recommended that an additional \$37,000 be appropriated for Avant-Garde’s continued services to be used to provide continued administrative and funding compliance services. The total amount of Contract No. 3407, Amendment No. 1, No. 2, No. 3, and No. 4 will not exceed \$778,010 over the five-year term. Proposed Amendment No. 4 is on an as needed basis and the City is in no way locked in with the length of the contract.

ATTACHMENTS: A. Proposed Amendment No. 4 to Contract No. 3407
B. Amendment No. 3 to Contract No. 3407
C. Amendment No. 2 to Contract No. 3407
D. Amendment No. 1 to Contract No. 3407
E. Contract No. 3407

**AMENDMENT NO. 4 TO CONTRACT NO. 3407
FOR AS NEEDED ADMINISTRATIVE SERVICES FOR THE CDBG AND
HOMEPROGRAMS BETWEEN THE CITY OF SOUTH GATE AND
AVANT-GARDE, INC.**

This Amendment No. 4 to Contract No. 3407 for As Needed Administrative Services for the Community Development Block Grant and HOME Investment Partnership Programs ("Amendment No. 4") is made and entered into on March 22, 2022, and retroactively effective January 1, 2022, by and between the City of South Gate, a municipal corporation ("City"), and Avant-Garde, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as "Party" and collectively referred to a "Parties".

RECITALS

WHEREAS, on January 9, 2018, the City Council approved Contract No. 3407 with Consultant ("Agreement"), to provide grant coordination and management services for the Community Development Block Grant ("CDBG") and Home Investment Partnership ("HOME") Programs for a three (3) year term, through and including December 12, 2020, in an amount not to exceed One Hundred Ninety-Five Thousand Dollars (\$195,000);

WHEREAS, on April 28, 2020, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") to continue providing as needed Administrative Services for the CDBG and HOME Programs, through and including December 12, 2020, in an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000"), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of Three Hundred Five Thousand Dollars (\$305,000);

WHEREAS, on November 24, 2020, the City Council approved Amendment No. 2, retroactively effective November 10, 2020, to continue providing as needed Administrative Services for the CDBG and HOME Programs for an additional year, through and including November 24, 2021, in an amount not to exceed One Hundred Forty-Nine Thousand, Seven Hundred Five Dollars (\$149,705), with an option to extend the term an additional year, under the term and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a sum of Four Hundred Fifty-Four Thousand, Seven Hundred Five Dollars (\$454,705);

WHEREAS, on May 25, 2021, the City Council approved Amendment No. 3, retroactively effective November 10, 2020, to continue providing as needed Administrative Services for the CDBG and HOME Programs for an additional year, through and including November 24, 2022, in an amount not to exceed One Hundred Forty-Nine Thousand, Seven Hundred Five Dollars (\$149,705), with an option to extend the term an additional year, under the term and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 to a sum of Six Hundred Four Thousand Four Hundred Ten Dollars (\$604,410); and

WHEREAS, City and Consultant desire to execute Amendment No. 4 expanding the Scope of Work, attached hereto as Exhibit "A" and made a part to this Amendment No. 4, to include additional as needed Administrative Services for the CDBG and HOME Programs through and including the current term on November 24, 2022, in an amount not to exceed \$173,600, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 to a sum of Seven Hundred Seventy-Eight Thousand Ten Dollars (\$778,010).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- 1.0 SCOPE OF WORK.** Consultant agrees to expand its services and perform the tasks identified in Exhibit "A." The Scope of Work may be amended from time to time by way of a written directive from City.
- 2.0 COMPENSATION.** The amount of compensation paid by City to Consultant for additional work identified in Exhibit "A" shall not exceed **One Hundred Seventy-Three Thousand Six Hundred Dollars (\$173,600)**. The aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 equals to the sum of Seven Hundred Seventy-Eight Thousand Four Ten Dollars (\$778,010). No additional compensation shall be paid for any other expenses incurred.

- 2. EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits, shall remain in full force. 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 Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE

By: _____
Al Rios, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas (DE)
Raul F. Salinas, City Attorney

AVANT-GARDE, INC.:

By: _____
Ana Marie LeNoue, President

Dated: _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the City of South Gate, a municipal corporation, ("City"), and Avant Garde, Inc., a California corporation ("Consultant").

RECITALS

WHEREAS, City desires to engage Consultant to provide document conversion services, as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. City: City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: Avant Garde, Inc., 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768.

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:

Joe Perez,
Director of Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280
(323) 563-9566
jperez@sogate.org

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

Ana Marie LeNoue,
President
Avant Garde, Inc.
3670 W. Temple Avenue, Suite 278
Pomona, CA 91768
(909) 979-6586

- C. All notices, demands, approvals or other communications (each a "Notice") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (1) sent by United States Mail certified or registered mail, postage prepaid, return receipt requested (each "Mail"), (2) delivered by overnight courier, or (3) delivered personally. Any Notice shall be sent, or delivered, as the case may be, to the City or Consultant at the appropriate address set forth above, or to such other place as the City or Consultant may from time to time designate in a Notice to the other. Any Notice will be deemed given (i) on the date of receipt noted on the return receipt if sent by Mail or the date delivery is refused, or (ii) the date the overnight courier delivery is made, or (iii) the date personal delivery is made.
- 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) business days of said change.

3. Description of Services.

City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services, as needed, set forth in the "Proposal" attached hereto as Exhibit "A" and by this reference made a part hereof. Consultant shall perform and complete, in a manner satisfactory to City, all work and services set forth in Exhibit "A". The Director of Community Development, or the Director of Community Development's 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 of Community Development.

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 Contractor.

- A. Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.
- B. Consultant is responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed or contractors retained by Consultant shall not acquire any rights or status regarding the City. City shall not withhold Social Security and Medicare taxes from any payments made to Consultant hereunder nor shall the City make any such payments on Consultant's behalf. City shall not make state or federal unemployment contributions on Consultant's behalf or withhold state or federal income tax from Consultant's payments hereunder. Consultant shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Consultant will also pay all unemployment contributions for its employees related to the performance of

services under this Agreement. Neither Consultant nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Consultant shall complete and submit to City an IRS Form W-9 and acknowledges that City will issue to Consultant an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Consultant agrees to indemnify and hold City harmless from and against any and all liability arising from any failure of Consultant to pay any income or other tax when due on account of the compensation paid to Consultant by City hereunder (and Consultant's obligation to indemnify the City under this section shall survive the expiration or sooner termination of this Agreement).

6. 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 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.

7. Compensation.

- A. The total compensation to be paid by City to Consultant for the services described in Exhibit "A" shall be as submitted in the proposal for an amount not to exceed \$65,000. 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 Community Development and City Council within forty-five (45) days from date of receipt by Director of Community Development. Invoices shall be submitted promptly upon completion of each phase of work.

- B. Consultant shall be required to attend meetings as necessary in the delivery of the projects. Travel time and mileage between the Consultant's office and the meeting location shall not be billable.

8. Indemnity and Insurance.

- A. 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.

- B. (1) 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) Commercial General Liability

- Combined Single Limit-\$1,000,000.
The automobile and commercial 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.

9. Termination for Convenience.

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. Upon receipt of the Notice given by City, Consultant shall acknowledge receipt to City in writing and immediately cease all services in a reasonable and orderly manner; provided, however, that any services performed after effective date of the termination notice that is reasonably necessary to terminate the services in an orderly manner must be specifically authorized in writing by the Director of Community Development. In that event, all finished and unfinished documents and other materials produced by Consultant in connection with the performance of the services shall, at the option of City, become the property of City. 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.

10. Termination for Cause.

- A. 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 10, 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.
11. 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, creed, religion, sex, sexual orientation, marital status, age, disability, ancestry, or national origin. 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, creed, religion, sex, sexual orientation, marital status, age, disability, ancestry, or national origin. 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 Community Development Department.

12. 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, 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 City has any interest, whether contractual, noncontractual, 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.
- E. None of the proposed logos or tag lines shall be the intellectual property of any third party.

13. 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 Community Development; 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, delegatee 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, delegatee 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 City.

- B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind 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, delegates 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.

14. Ownership of Documents.

- A. No videos, photographs, images, reports, maps or other documents produced in whole or in part by Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant. All reports, statements, drawings, plans, specifications, whether in digital form or otherwise, and intangible property created by Consultant in furtherance of the services, and any intellectual property rights in any of the foregoing, are and shall be property of City. Consultant acknowledges and agrees that the services and any deliverables in connection therewith shall be "work(s) made for hire" to the fullest extent permitted by law. To the extent that any services or deliverables may not be considered a "work made for hire," Consultant hereby assigns, transfers, and conveys, and agrees to assign, transfer, and convey, to City all right, title and interest, including all copyright, patent, trade secret, mask work and trademark rights, throughout the world, in and to all such services or deliverables as they come into existence. Consultant may use files, videos, photographs and images created from the services for demo and portfolio purposes only.
- B. Consultant shall make available to City during normal business hours and as City deems necessary for audit and copying all of Consultant's books, records and documents with respect to all matters covered by this Agreement.

15. 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.

16. 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. In the event the parties cannot reach agreement, any disputes will be resolved by binding arbitration held in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc. (JAMS) with the venue for such arbitration to be held in Los Angeles County. Any judgment rendered pursuant to such arbitration may be entered in any court in Los Angeles County having jurisdiction thereof.
- B. If either party hereto incurs any legal fees, whether or not an action is instituted, to enforce the terms of this Agreement, or to recover damages or injunctive relief for breach of this Agreement, the parties agree the successful or prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and other costs in addition to any other relief to which the successful or prevailing party may be entitled.

17. 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.

18. Exhibits.

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

Exhibit "A" Proposal dated May 31, 2017

19. Governing Law.

This Agreement shall be governed by the laws of the State of California.

20. 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, and shall terminate on December 12, 2020 unless terminated otherwise in accordance with the terms of this agreement.

[Remainder of page left blank intentionally]

SIGNATURE PAGE
TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF SOUTH GATE
AND AVANT GARDE, INC.

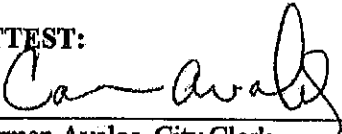
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

"CITY"
CITY OF SOUTH GATE


By: 
Maria Davila, Mayor

Dated: 01/23/2018

ATTEST:


Carmen Avalos, City Clerk

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

"CONSULTANT"

AVANT GARDE, INC.

By: 
Ana Marie LeNoue

President

Dated: 02.02.18

EXHIBIT "A"
Proposal dated May 31, 2017

Exhibit "A"

EXHIBIT A



AVANT GARDE

City of South Gate
General Grant Coordination and Management for the
Community Development Block Grant (CDBG) and HOME
Investment Partnership Programs

May 31, 2017

www.agi.com.co

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SECTION I. FIRM QUALIFICATIONS

AVANT-GARDE was Incorporated In September 2002 and our corporate office from which services will be provided is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. ADVANCED AVANT-GARDE dba AVANT-GARDE is a 100% woman-owned California Corporation and is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).

Our team of twelve has built a strong reputation for providing innovative and successful solutions for a number of public agencies. We have a successful track record in your City and several municipalities, including the Cities of Montebello, Bellflower, Temple City, Moreno Valley, Pasadena, Industry, La Mirada, Alhambra, Pico Rivera, Hawaiian Gardens, South El Monte, El Monte, Rosemead, San Gabriel, La Puente, Bell Gardens, Cudahy, Maywood, Perris and Los Angeles County METRO. We offer the talents of some of the most skilled compliance managers, grant writers, fund administrators and program managers in the industry, providing clients with innovative and cost-effective solutions on a wide variety of projects.

Our years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. We are proud of our strong reputation in meeting aggressive schedules and our ability to multi-task to provide our clients specialized attention and service. Services offered by our firm include:

- Grant Writing and Administration
- Program Management
- Funding Administration
- Compliance Management including Labor Compliance
- Construction Coordination (Bid development, analysis, etc.)
- Community Outreach

AVANT-GARDE specializes in government funding and grant sources with requirements ranging from basic applications and documentation to competitive project submittals. Our team has been instrumental in securing and managing millions of dollars for



southern California projects. We assist our clients in identifying federal and state fund allocation balances, assist in determining eligible projects, provide advisement of program requirements and are available to prepare and administer the program as required by the funding agencies. Additionally, our team provides administrative responsibilities such as assistance with the preparation and monitoring of operating budgets and Capital Improvement Program budget. AVANT-GARDE analyzes the agency's needs and prepares, recommends and administers long-and-short range programs consistent with the economic capabilities of the agency, including information vital to the preparation of the annual budget for the agency. Our team researches grants, submits applications, and continually works with various funding agencies in completing State and Federal forms to ensure that our clients are in compliance with grant and funding requirements. To date, AVANT-GARDE has successfully secured over \$108 Million in competitive grant funds for southern California agencies.

Avant-Garde is currently providing the services requested in this RFP to several cities in Southern California, including Montebello, Bellflower, Lynwood, El Monte, Cudahy, and Moreno Valley. Most agencies we serve have a long standing relationship with us and trust our Team to provide these services on upcoming projects.

SECTION 2. GENERAL SCOPE OF WORK

It is our understanding that the City of South Gate is seeking a highly qualified consultant to provide coordinating and managing services for the implementation of the City's CDBG and HOME Investment Partnership Programs. Pursuant to the Request for Proposals (RFP) Avant-Garde is committed to providing the scope of services outlined in the RFP which includes but is not limited to the following:

1. Action Plan and program development and support including Action Plan amendments
2. Consolidated Plan development and support including all amendments
3. Establishment of program timelines, goals, and deliverables
4. Document control and management
5. Policy development and review
6. Program and financial compliance requirements (IDIS) and local financial procedural support
7. Development of monitoring plans and execution of said plans
8. Manage program operations for all CDBG and HOME programs including reporting and administration
9. Manage Community Housing Development Organizations (CHDO)
10. Enforce and monitor prevailing wages where required

In addition, based on our experience it is anticipated that the following items will also be required:

11. Housing Rehabilitation Services:

- a. Administer and implement the City's HOME funded Housing Rehabilitation programs which includes:
 - i. Collecting data and preparing necessary reports for the City and HUD.
 - ii. Ensure all required documentation is present in client files, e.g. historical review and lead based paint notification.
- b. Review of income documentation.
- c. Meet with applicants, review and approve program participation.
- d. Perform initial field inspection of properties for which rehabilitation assistance is requested.

- e. Prepare written inspection reports and cost estimates connection with the above inspection.
 - f. Prepare loan document and/or document for approval of grants or rebates.
 - g. Conduct bid process procedures, review of bids, selection of contractors, and staff, as appropriate.
 - h. Arrange pre-construction meetings with contractors, property owners, and staff, as appropriate.
 - i. Conduct progress inspections and recommend approval of progress payments.
 - j. Conduct final inspection.
 - k. Provide progress and/or activity reports and complete projects in a timely manner.
12. Ongoing Administration of HUD programs
- a. Prepare Environmental Reviews (up to level of Environmental Assessment) for all activities;
 - b. Manage IDIS: set-up, revise and fund activities, update accomplishments and beneficiary information;
 - c. Prepare agreements, including sub-recipient agreements, MOUs and housing agreements;
 - d. Assist in department budget preparation;
 - e. Financial management responsibilities, including preparing draw requests;
 - f. Approving payment requests, monitoring CDBG/HOME expenditures;
 - g. Contract administration and monitoring of sub-recipients and housing projects.
13. Develop and maintain Policies and Procedures Manual as needed.
14. Maintain Project Filing System and Documentation Checklists.
15. Respond to public inquiries regarding HUD programs.
16. Respond to HUD letters and/or memorandums as needed.
17. CDBG Administrative Services:
- a. Coordinate with City staff to gather all necessary documentation for HUD program monitoring and audit preparation.
 - b. Prepare and complete all required HUD reports and documents.
 - c. Provide CDBG financial management assistance.

AVANT
GARDE

Grant
Compliance
Financial Management
Community Outreach

- d. Act as City's liaison and representative to facilitate communication between the City and HUD as well as represent the City at community meetings, City Council, meetings with staff, or workshops as needed or directed.
- e. Ensure administration and compliance with all applicable federal, state, and local laws, rules, regulations, and policies including national objectives as required by HUD.
- f. Maintain case files including but not limited to application and documentation of eligibility, work write-ups, documents on all necessary licenses and permits, site visit/inspection reports, invoices for payment. Maintain these and other program and financial records in accordance with CDBG record keeping requirements as specified.

SECTION 3. WORK PLAN – METHODOLOGY

Our years of practice in providing the same services as outlined in the RFP in other cities has provided us the ability to customize program documents and forms to ensure the smooth operation of the Community Development Block Grant (CDBG) and HOME Programs.

AVANT-GARDE has had the privilege of working for municipalities for over ten years. During this time, our Team has worked closely with City staff in a variety of capacities providing State and federal funding compliance services on housing projects and programs and public works capital projects including community outreach, assisting in the preparation of grant applications, assisting with the preparation of fiscal budgets, and assisting with HOME and CDBG administration. Our familiarity and experience with the municipal government establishes our solid working knowledge of the community, processes and institutions which make us uniquely qualified to assist the City and serve the community. Our Team has been extremely successful in helping cities effectively and efficiently run programs. We work diligently to identify the strengths and weaknesses in currently established programs.

Value added service

The most immediate value that we will add to the City of South Gate is the exponential extension of Avant-Garde staff. It is our preferred style to become an extension of the City by combining resources and providing the added ability to take on projects from beginning analysis and strategic planning through implementation. We can call upon the skills of the professionals in our organization to fill in where the City may not have available staff or expertise. While the City staff is engaged in day-to-day operations, our staff has the capacity to evaluate and manage development projects on behalf of the City. Additionally, we share our insights and professional expertise, as well as best practices which we have applied successfully, with staff in the manner of in-house training.

CDBG AND HUD ADMINISTRATION

EVALUATION OF THE CURRENT CDBG AND HUD PROGRAM

Avant-Garde will review and evaluate the current program. We will conduct an evaluation of the existing program and ensure that program guidelines are established as required by HUD. Avant-Garde will also evaluate the overall performance of the CDBG and HOME funded programs and activities. We will make recommendations based on our analysis and advise on corrective actions and/or formulate new program/projects to meet community development needs.

COORDINATION WITH HUD

Avant-Garde will serve as the City's liaison with HUD. We will provide HUD with the required input for the consolidated plan. Avant-Garde will collect the necessary documents to submit to HUD for review and comment. The content and form of these documents will be evaluated pursuant to the regulations of HUD and achievement of the City of South Gate's goals and objectives.

We will participate in HUD project and program monitoring reviews and participate in the Single Audit review of HOME and CDBG activities. Agenda reports will be prepared for City Council meetings relating to program activities as needed. As requested by City staff, Avant-Garde will attend Council Meetings and make presentations related to program activities.

FISCAL REPORTING

Avant-Garde will prepare and submit to HUD all required fiscal and programmatic reports. This includes collection of data for submission of quarterly grantee performance reports, Semi-Annual Labor Standards Enforcement reports and Contract and Subcontract Activity Reports as well as preparation and submittal of all other required HUD submissions for the program year. Avant-Garde will also prepare all required Planning Summaries, Environmental Service Request (ESR) forms, etc. for the CDBG program and submit them to HUD by the required deadlines. We will also monitor project implementation, progress, and expenditures. Avant-Garde will review financial summaries to ensure conformity with project accomplishments. In addition, we will

coordinate with the Finance Department and other departments as necessary to ensure that a process is set up for monitoring and tracking of all program expenditures.

PROGRAM MONITORING

Avant-Garde will monitor procurement procedures. We will also monitor and report program income. We will ensure that environmental procedures are followed for CDBG funded programs and or projects. In addition, procurement procedures will be established and monitored for awarded project contracts funded with CDBG funds. This includes coordination with HUD and submission of required documents. Avant-Garde will comply with all HUD established guidelines and procedures.

PUBLIC SERVICES GRANT PROCESSING

Avant-Garde will assist the City in all activities related to Public Service Grant Processing. Activities will include the following:

- Review and evaluate funding applications by Sub-Grantees
- Prepare and administer Public Service grant contracts.
- Ensure that all City required documents are submitted prior to funding (i.e. executed contracts, purchase requisitions, City approved insurance, and expenditure back-up documentation.
- Monitor sub-grantees programmatic and fiscal performance.
- Provide technical assistance to sub-grantees to ensure that they follow established guidelines and procedures.

LABOR COMPLIANCE AND SECTION 3 MONITORING

Avant-Garde will provide the following services for construction projects that require Labor Compliance and Section 3 monitoring:

- Review of the Specifications to ensure compliance.
- Review documents submitted by contractors following the bid opening.
- Prepare and submit documents following award of contract.
- Attend the Pre-bid meeting and Pre-construction meeting.
- Conduct final file review for project closeout.
- Set up and maintain Labor Standards Enforcement Files.
- Review City's and Contractor's procurement procedures according to federal regulation and advise on corrective actions if required.

- Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Compliance with Section 3.
- Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis-Bacon Wage Decision.
- Reconcile Weekly Certified Payroll Reports (CPR) & Supporting Documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
- Identify violations and investigate complaints of underpayment to workers. Submit and file all required forms to appropriate parties. In the event any labor violations are reported and investigations confirm the violations, prepare Investigative reports and backup. Violations will be reported and discussed with the City prior to reporting to the Department of Industrial Relations and any other agencies required by Federal or State Laws and Regulations.
- Identify labor deficiencies and prepare letters of findings. Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken. Final resolutions will be documented.

HOUSING REHABILITATION SERVICES

AVANT-GARDE is committed to providing the following technical assistance and administrative services for the City's housing rehabilitation program.

A. Ongoing program coordination with City staff.

• **Intake/Assessment of Eligibility:**

Make initial eligibility determination of applicants based on established City program eligibility criteria and HUD income guidelines and the apparent need for rehabilitation measures to correct relevant housing code or Housing Quality Standard (HQS) deficiencies.

• **Property Inspection:** Perform site visits to ascertain that approved and contracted/applicable rehabilitation work is

proceeding properly and satisfactorily, will authorize (with the homeowner's written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. The initial property inspection takes place following Consultant's determination of applicant and property eligibility to determine rehabilitation needs for the purpose of the funding recommendation, environmental review and whether or not hazardous materials testing will be necessary.

**Homeowner Rehabilitation Program
QUESTIONNAIRE**

HOME OWNER(S) NAME: _____
PROPERTY ADDRESS: _____
HOME TELEPHONE: () _____ CELL PHONE: () _____

HOW MANY HOUSING UNITS ARE ON YOUR PROPERTY?
1 unit ___ 2 units ___ 3 units ___ 4 units ___

DO YOU HAVE A HOME MORTGAGE? No ___ Yes ___

ARE YOUR PROPERTY TAXES PAID TO DATE? No ___ Yes ___

DO YOU HAVE HOME INSURANCE? No ___ Yes ___

DO YOU HAVE ANY LIENS OR EQUITY LINES OF CREDIT AGAINST YOUR PROPERTY?
No ___ Yes ___ If yes, check below all those that apply:
1st Lien/Deed of Trust Amount \$ _____ 2nd Lien/Deed of Trust Amount \$ _____

WHAT IS THE CURRENT BALANCE OWED TO MORTGAGE? \$ _____ OR Paid-off

NUMBER OF PERSONS LIVING IN YOUR HOUSEHOLD? Adults _____ Children _____

TOTAL ANNUAL HOUSEHOLD INCOME: \$ _____
(Include income of all adults 18 years of age and over)

HOW MANY HOUSEHOLD MEMBERS, 18 YEARS OF AGE & OVER, ARE ATTENDING COLLEGE FULLTIME? _____

CERTIFICATION:
I certify by signing this questionnaire, that the information stated above is true and correct to the best of my knowledge. I realize that giving false information will result in disqualifying me from assistance of the Homeowner Rehabilitation Program. I understand that acceptance of this questionnaire by the City of _____ does not constitute acceptance to the program.

Signature of Homeowner _____ Date: _____
Signature of Homeowner _____ Date: _____

- Subsequent inspections take place during the construction phase to verify compliance with contract specifications in order to validate the release of funds from escrow to the contractor. Consultant and the owner will conduct the final inspection upon completion of all work items. Inspections will schedule during the rehabilitation process.

City of South Gate
Housing Rehabilitation and Preservation Program
PROPERTY INSPECTION LOG

UNIT NUMBER	DATE INSPECTED	INSPECTOR(S)	DATE RE-INSPECTED
1			
2			
3			
4			
5			
6			
7			
8			
9			

- **Work Write-Ups:** For each eligible unit to be assisted, Consultant will complete a detailed Work Description and Bid Proposal that details the rehabilitation work to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be signed and dated upon approval by the homeowner.
- **Solicitation and Selection of Contractors:** Assist approved homeowners in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units in accordance with the requirements of the Community Development Block Grant (CDBG) and HOME Investment Partnerships Act programs. Consultant will review work orders/contracts/agreements that homeowners will sign in contracting with contractors, and Consultant will assist homeowners in ensuring the description of the work contained in any contracts/agreements/work orders with contractors is as accurate as possible.
- **Loan Underwriting:** Order Policy of Insurance of Record Title (PIRT) to determine the lien structure and how title is held, as well as property appraisals to determine the estimated post-rehabilitation value on units to be assisted with HOME funds.

Consultant will also prepare Loan Review Committee (LRC) Report and LRC Agenda & Determination Forms as well as schedule and conduct LRC meetings.

- **Loan Document Execution:** Facilitate the execution of loan documents by the owner and City staff at City offices or at the unit to be assisted. In addition, Consultant shall prepare construction contract and escrow account control instructions; arrange for the City to fund the escrow account and submit Deed of Trust and Request for Notice to title company for recordation following the three (3)-business day cancellation period.

▪ **Approval of Contractor**

Payments: As rehabilitation

progresses and as invoices are submitted by

contractors, Consultant will verify that the expenses

are reasonable and the

work has been completed properly (including sign-off

by the owner), and will

submit to City the

applicable form(s)

executed by consultant

and property owner

indicating that the work

has been completed and

it is satisfactory. This will be

City's verification of

Consultant approval of contractor payment(s). Major tasks will require approval

from the City before the Consultant can proceed with work prior to signing a

contractor contract.

PAYMENT REQUEST COVER SHEET		CITY OF
		Housing Rehabilitation and Preservation Program
Property Owner: _____		
Project Address: _____		
Construction Contract Amount: \$ _____		
Payment Request No. 1		
Invoice Amount: \$ _____		
5% Retention Amount: \$ _____		
Amount Paid: \$ _____		
Balance Remaining: \$ _____		
Change Order: \$ _____		
New Contract Balance: \$ _____		
Payment Request No. 2		
Invoice Amount: \$ _____		
5% Retention Amount: \$ _____		
Amount Paid: \$ _____		
Balance Remaining: \$ _____		
Change Order: \$ _____		
New Contract Balance: \$ _____		
Payment Request No. 3		
Invoice Amount: \$ _____		
5% Retention Amount: \$ _____		
Amount Paid: \$ _____		
Balance Remaining: \$ _____		
Change Order: \$ _____		
New Contract Balance: \$ _____		
Payment Request No. 4		
Invoice Amount: \$ _____		
5% Retention Amount: \$ _____		
Amount Paid: \$ _____		
Balance Remaining: \$ _____		
Change Order: \$ _____		

- **Coordinate with City Staff on Invoices, general administrative Issues:** Our staff will work closely with the City's program manager and the City's finance department to ensure that all project costs are tracked, paid and reimbursed by CDC.
- **Provide public information at the direction of the City:** Our Program Managers are well versed in ensuring that the community is aware of the programs available through the City. If the program needs to be promoted to engage participation are team is ready to assist the City. We have developed program brochures, held community meetings etc.
- **Provide the City with monthly status reports:** Monthly reports will be submitted to the City with an activity log. In addition, our monthly invoices will be broken down per property address to ensure that project delivery costs are kept for each project. This will help to ensure that the project delivery costs are tracked for each project and reimbursed by CDC.

**City of
Housing Rehabilitation and Preservation Program**

ACTIVE LOG

QUALIFICATION PHASE							
1	2	3	4	5	6	7	8
9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56
57	58	59	60	61	62	63	64
65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88
89	90	91	92	93	94	95	96
97	98	99	100	101	102	103	104
105	106	107	108	109	110	111	112
113	114	115	116	117	118	119	120
121	122	123	124	125	126	127	128
129	130	131	132	133	134	135	136
137	138	139	140	141	142	143	144
145	146	147	148	149	150	151	152
153	154	155	156	157	158	159	160
161	162	163	164	165	166	167	168
169	170	171	172	173	174	175	176
177	178	179	180	181	182	183	184
185	186	187	188	189	190	191	192
193	194	195	196	197	198	199	200
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217	218	219	220	221	222	223	224
225	226	227	228	229	230	231	232
233	234	235	236	237	238	239	240
241	242	243	244	245	246	247	248
249	250	251	252	253	254	255	256
257	258	259	260	261	262	263	264
265	266	267	268	269	270	271	272
273	274	275	276	277	278	279	280
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289	290	291	292	293	294	295	296
297	298	299	300	301	302	303	304
305	306	307	308	309	310	311	312
313	314	315	316	317	318	319	320
321	322	323	324	325	326	327	328
329	330	331	332	333	334	335	336
337	338	339	340	341	342	343	344
345	346	347	348	349	350	351	352
353	354	355	356	357	358	359	360
361	362	363	364	365	366	367	368
369	370	371	372	373	374	375	376
377	378	379	380	381	382	383	384
385	386	387	388	389	390	391	392
393	394	395	396	397	398	399	400
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409	410	411	412	413	414	415	416
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433	434	435	436	437	438	439	440
441	442	443	444	445	446	447	448
449	450	451	452	453	454	455	456
457	458	459	460	461	462	463	464
465	466	467	468	469	470	471	472
473	474	475	476	477	478	479	480
481	482	483	484	485	486	487	488
489	490	491	492	493	494	495	496
497	498	499	500	501	502	503	504
505	506	507	508	509	510	511	512
513	514	515	516	517	518	519	520
521	522	523	524	525	526	527	528
529	530	531	532	533	534	535	536
537	538	539	540	541	542	543	544
545	546	547	548	549	550	551	552
553	554	555	556	557	558	559	560
561	562	563	564	565	566	567	568
569	570	571	572	573	574	575	576
577	578	579	580	581	582	583	584
585	586	587	588	589	590	591	592
593	594	595	596	597	598	599	600
601	602	603	604	605	606	607	608
609	610	611	612	613	614	615	616
617	618	619	620	621	622	623	624
625	626	627	628	629	630	631	632
633	634	635	636	637	638	639	640
641	642	643	644	645	646	647	648
649	650	651	652	653	654	655	656
657	658	659	660	661	662	663	664
665	666	667	668	669	670	671	672
673	674	675	676	677	678	679	680
681	682	683	684	685	686	687	688
689	690	691	692	693	694	695	696
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721	722	723	724	725	726	727	728
729	730	731	732	733	734	735	736
737	738	739	740	741	742	743	744
745	746	747	748	749	750	751	752
753	754	755	756	757	758	759	760
761	762	763	764	765	766	767	768
769	770	771	772	773	774	775	776
777	778	779	780	781	782	783	784
785	786	787	788	789	790	791	792
793	794	795	796	797	798	799	800
801	802	803	804	805	806	807	808
809	810	811	812	813	814	815	816
817	818	819	820	821	822	823	824
825	826	827	828	829	830	831	832
833	834	835	836	837	838	839	840
841	842	843	844	845	846	847	848
849	850	851	852	853	854	855	856
857	858	859	860	861	862	863	864
865	866	867	868	869	870	871	872
873	874	875	876	877	878	879	880
881	882	883	884	885	886	887	888
889	890	891	892	893	894	895	896
897	898	899	900	901	902	903	904
905	906	907	908	909	910	911	912
913	914	915	916	917	918	919	920
921	922	923	924	925	926	927	928
929	930	931	932	933	934	935	936
937	938	939	940	941	942	943	944
945	946	947	948	949	950	951	952
953	954	955	956	957	958	959	960
961	962	963	964	965	966	967	968
969	970	971	972	973	974	975	976
977	978	979	980	981	982	983	984
985	986	987	988	989	990	991	992
993	994	995	996	997	998	999	1000

- **Maintenance of Case Files and Other Records:** For each application, Consultant will assist in maintaining case files, including but not limited to application and documentation of eligibility, work write-ups, contractor selection criteria, copy of contract/agreement/work order between owner and contractor(s), documents on all necessary licenses and permits, site visit/inspection reports (including final

Inspection), change orders as applicable, and contractor invoices for payment (with owner-signed-off). Consultant will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in the home immediately before the rehabilitation, after rehabilitation completion, and those moving in during rehabilitation (per 24 CFR 570.606 and 24 CFR 92.353). Consultant will maintain these and other program and financial records in accordance with CDBG and HOME record keeping requirements as specified in the Agreement.

City of _____ Date of Request:

Home Rehab Program _____ Anticipated Date of Homeowner Contract Execution:

Request for NEPA & CEQA Clearance

General Project Information	
1. Applicant's Name/s	
2. Property Address	
3. Assessor's Parcel Number (APN)	
4. Structure Type & Architectural Style	
5. Year Property Built	
6. Description of Project Scope	
7. Estimated Rehab Cost	
Please attach the following documents with your request.	
8. Property Photos (Include all front & back photos of property)	
9. Property Title Report	
10. Property Appraisal Report	

1. Program Methodology & Management

The success of projects often depends on the strength of the collaboration between the city staff and the consultant. To this end, we would initiate this program with a thorough review of the proposal and a discussion of how well it meets the stated goals and objectives of the City. Any gaps, omissions or additional requirements are determined and discussed for possible inclusion in the services to be provided. This initial review is followed by a detailed summary of the methodology, product deliverables and a timeline with benchmarks clearly identified. This document would be approved by the authorized City staff and then becomes the guiding document. Any changes to this original document and timeline are quickly reduced to writing and approved by both the client and our firm. The purpose is to ensure that we are always moving toward the common and agreed upon goal and that the progress is consistent with the needs of the City.

In order for the process and the program to proceed according to the needs of the City of South Gate, it is critical that certain exchanges and procedures occur between staff and consultant. We want to ensure that the staff is fully informed of all tasks undertaken and the results and findings we develop. We want to be available and fully prepared to discuss the program and to collaborate when a change in course may be advisable. Most importantly, we want the City to receive services and product deliverables that are founded on good planning and economic development principles and in a format that is easy to use, apply and update as conditions may change.

In summary, our approach to program management is to agree on the goals and objectives to be achieved at the inception of the project. The process and product deliverables are reduced to writing so that both the City and our firm have a clear understanding of the project parameters and the method by which success is to be achieved. We prepare a timeline that is updated regularly to ensure that the project remains on track and/or that required extensions are known in advance and agreed upon by City staff. We maintain regular and consistent communication with scheduled meetings to update City staff on the status of the various project tasks and to share findings and results. These basic principles have served our firm well and significantly contributed to the success we have experienced with all of our past assignments.

Stakeholders and Community Outreach: Avant-Garde is committed to clear communication, inclusive of internal and external office coordination, coordination with assisting or collaborative consultants, and identified stakeholders. Avant-Garde can assist the City in developing communication messages and organizing and managing events and meetings intended to draw attention to the City's programs funded with CDBG and HOME funds.

2. Client Satisfaction

Avant-Garde requires that adequate quality assurance/quality control (QA/QC) be implemented on each project. The Project Manager provides the leadership and guidance to obtain the end results for all services provided by the company. Generally, a project management plan is prepared. The project management plan defines

specific project deliverables, implementation criteria, staff and resource loading, work task schedule with project milestones, and project responsibilities. The project management plan and the QA/QC plan are complimentary, and are mutually incorporative. Daily contact by the Project Manager with each on-going activity provides support and guidance, maintains focus and momentum, and monitors the quality of work. Regularly scheduled project staff meetings for reviewing and general work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing costs, and discussing upcoming activities and responsibilities are all standard procedures of our quality assurance to each and every project.

Avant-Garde is committed to excellence and stands behind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term program, our clients will always receive our blend of expertise to ensure every one of their goals are met.

3. City Staff Requirements

Our goal is to collaborate with staff and to do this we, the consultants, need an agreed upon project approach, timeline and list of product deliverables. This activity and the written results are critical to the process and the expected outcome of the program. **Regular Communication:** The basic elements of this collaboration include regular and consistent communication with the City's staff. We would ask that a regular meeting date and time be established as a means by which to ensure that the program is proceeding according to plan and to advise staff of any recommended changes in direction and/or unexpected delays. **City Staff Review & Comment:** The review and comment by City Staff, with respect to reports and/or other documents, is a critical element to the successful completion of each project and to maintaining the project timeline. **Data Sharing:** We would request that City staff provide relevant reports, demographic data and any other information that would assist us in completing projects on behalf of the City. All data and information that may impact the various projects and/or tasks assigned are requested so as to understand where gaps may exist and where new data may need to be developed.

SECTION 4. PROJECT EXPERIENCE AND QUALIFICATIONS

The professional staff of Avant-Garde well understands the many ways that a single project may affect the multiple layers of government as well as the desired economic growth and development that is of primary concern to business, property owners and residents. We use and leverage this information by looking at every angle of a program and/or project to determine the overall impact and how best to design and implement programs that best produce optimum results.

We have extensive experience in serving both major urban cities and small suburban municipalities with our success achieved through close attention to detail, emphasis on meeting the particular needs of each client and prompt delivery of products, studies and services. Project assignments have included funding strategies and analysis, construction coordination, compliance management, community outreach programs and special projects. Today, we are well-prepared to provide public agencies with a number of varied consulting services.

As it relates to this RFP for management services for the CDBG program, the Avant-Garde staff assigned to this project have provided similar services for the cities of Montebello, La Mirada, Maywood, La Puente, Pico Rivera, Cudahy, and Alhambra. Listed below are projects where Avant-Garde provided labor compliance services. In many instances our team supported the project by performing project management and funding administration services in addition to labor compliance. Projects highlighted were funded with Community Development Block Grant funds or required Section 3 monitoring.

City of Temple City

- Temple City Blvd; In Progress; CON Cost: \$314,500
- El Monte Ave; In Progress; CON Cost: \$1,078,400
- Rosemead Blvd; Completed: September 2014; CON Cost \$18,000,000
- Traffic Signal-Temple City Blvd & Las Tunas; Completed: January 2012;
CON Cost: \$176,000
- Freer Street Overlay; Completed: December 2010; CON Cost: \$599,000
- Traffic Signal – Ellis Lane; Completed: June 2010; CON Cost: \$112,000

- Traffic Signal – Rosemead, Longden and Broadway; Completed: January 2011; CON Cost: \$236,500

City of Alhambra

- Missions Road Improvement; In Progress; CON Cost: \$3,542,995
- Almansor Security Light Replacement; In Progress; CON Cost: \$67,960
- Almansor Jogging Trail Reconstruction; In Progress; CON Cost: \$60,000
- Almansor Playground Rubberized Resurfacing; In Progress; CON Cost: \$85,600
- Granada Park Parking Lot Resurfacing & Pool Locker Room Floor Resurfacing – Whitney Floor Complex Resurfacing; Completed: May 2015; CON Cost: \$50,000
- Almansor Picnic Shelter Replacement; Completed: August, 2015; CON Cost: \$55,000
- Almansor Gym HVAC & Granada Gym Flooring & Equipment; May 2015; CON Cost: \$250,000
- Alhambra Park ADA Pool Lift; Completed: November 2014; CON Cost: \$4,598
- ADA Improvements; Completed: April 2014; CON Cost: \$13,325
- Almansor Gym Flooring; Completed: April 2016; CON Cost: \$30,100

City of Cudahy

- Bedwell Hall Re-roofing Project; Completed: November 2014; CON Cost: \$151,980

City of Montebello

- Traffic Signal Upgrades – Various; In Progress; CON Cost: \$860,000
- Washington Blvd Ph. II; In Progress; CON Cost: \$812,852
- Alley Improvement; Completed: September 2015; CON Cost: \$187,553
- Vail Ave. Improvement; Completed: November 2015; CON Cost: \$201,150
- Beverly Blvd. Improvements; Completed: September 2014; CON Cost: \$429,381
- Traffic Signal-Montebello Way; In Progress; CON Cost: \$726,640
- Safe Routes to School; Completed: August 2013; CON Cost: \$572,703
- Federal Safe Routes to School; Completed: March 2012; CON Cost: \$285,000
- Whittier Boulevard Revitalization Phase II; Completed: March 2011; CON Cost: \$749,000
- Neighborhood Citywide Sidewalk; Completed: November 2010; CON Cost: \$1,600,000

- Safe Routes to School Greenwood and Washington; Completed: May 2010; CON Cost: \$ 172,000

• Whittier Boulevard Revitalization Phase 1; Completed: 2009; CON Cost: \$8,000,000

- Traffic Signal-Garfield Avenue/Via San Clemente; Completed: August 2009; CON Cost: \$138,988

Metro

- Westside Subway Extension; Complete: January 2017; CON Cost: \$20,250,000
- I-405 & SR 134 Soundwall Packages 4&5; Completed: October 2014; CON Cost: \$18,973,000
- CNG Emergency Operators; Completed: October 2014; CON Cost: \$881,145
- Lighting Upgrade; Completed: June 2013; CON Cost: \$1,662,000
- Bus Stop Improvement; Completed: June 2013; CON Cost: \$627,000
- Division 3 Master Plan; Completed: July 2012; CON Cost: \$4,973,000
- Trash and Vegetation Removal; Completed: March 2013; CON Cost: \$4,800,120

City of Lynwood

- Long Beach Blvd Ph. 1; In Progress; CON Cost: \$3,589,849
- City Hall Annex; In Progress; CON Cost: \$5,472,000
- HSIP Pedestrian Improvements; In Progress; CON Cost: \$412,000
- Street & Water Main Improvement Wisconsin Ave; In Progress; CON Cost: \$644,496
- Street Improvement Redwood Ave; Completed: November 2016; CON Cost: \$410,458

City of La Mirada

- Neff Historical Site Restoration; In Progress; CON Cost: \$245,454
- Traffic Signal-Artesia Blvd/Industry Circle; In Progress; CON Cost: \$206,511
- Traffic Signal-Valley View Blvd & Adoree St; Completed: January 2017; CON Cost: \$362,200
- Foster Park Street Improvements Phases 2-4; Completed: February 2016; CON Cost: \$4,700,000, \$650,121, \$1,952,048
- HVAC City Hall; Completed: February 2014; CON Cost: \$377,388

- Alondra/Valley View Improvements; Completed: April 2012; CON Cost: \$2,500,000
- La Mirada Boulevard Improvements; Completed: April 2010; CON Cost: \$635,000
- Beach Boulevard Improvements; Completed: 2008; CON Cost: \$635,000

City of Bell Gardens

- Suva Street Rehab; In Progress; CON Cost: \$242,420
- Opticom Emergency Vehicle Preemption; Completed: July 2015; CON Cost: \$247,623
- Safe Routes to School Non-Infrastructure; Completed: February 2015; Cost: \$170,000
- Eastern Avenue; Completed: July 2008; CON Cost: \$2,000,000
- ARRA Phase II Street Improvements; Completed: December 2009; CON Cost: \$415,000
- ARRA Phase I Street Improvements; Completed: February 2010; CON Cost: \$714,000
- Federal Safe Routes to School; Completed: August 2012; CON Cost: \$321,000
- Foster Bridge; Completed: January 2013; CON Cost: \$163,000
- Florence Place; Completed: February 2015; CON Cost: \$190,954

City of Pico Rivera

- Citywide Roadway Improvements; Completed: May 2016; CON Cost: \$269,213
- Commercial Façade; Completed: June 2014; CON Cost: \$108,322
- La Cocina Façade Rehab; Completed: August 2012; CON Cost: \$37,511
- Beverly Boulevard; Completed: November 2011; CON Cost: \$2,400,000

City of Baldwin Park

- Ramona Blvd Phase I and II; Completed: 2011; CON Cost: \$2,450,000

City of Maywood

- Sidewalk Improvements Phase I; Completed: September 2006; CON Cost: \$177,000
- Sidewalk Improvements Phase II; Completed: 2007; CON Cost: \$365,000
- Slauson Avenue; Completed: September 2008; CON Cost: \$827,000

City of La Puente

- Local Street Resurfacing Project, Temple, Orange & Sunset; Completed: 2002; CON Cost: \$284,000
- Local Street Resurfacing Project, Sunset, Nelson and Unruh; Completed: November 2003; CON Cost: \$333,000
- Community Center ADA Improvements; Completed: September 2004; CON Cost: \$208,000
- Hacienda Reconstruction; Completed: September 2004; CON Cost: \$320,000
- City Hall Elevator; Completed: September 2005; CON Cost: \$223,000
- Safe Routes to School Sidewalk Improvements; Completed: October 2005; CON Cost: \$247,000
- Local Street Resurfacing Project, Puente & Nelson; Completed: 2007; CON Cost: \$305,000
- Senior Center; Completed: November 2008; CON Cost: \$91,587.00
- Local Street Resurfacing Project, Hacienda & Elliot; Completed: August 2008; CON Cost: \$224,000
- Sidewalk Improvements; Completed: September 2008; CON Cost: \$334,000
- Local Street Resurfacing Project, Hacienda & Elliot; Completed: April 2009; CON Cost: \$300,000
- Main Street; Completed: 2009; CON Cost: \$400,000
- Hacienda Blvd. Reconstruction; Completed: 2009; CON Cost: \$741,477.16
- Street Overlay; Completed: 2009; CON Cost: \$224,620
- Slurry Seal; Completed: March 2009; CON Cost: \$274,087.70
- Handicapped Ramps and Sidewalks Phase II; Completed: July 2009; CON Cost: \$341,043.00
- Valley Boulevard Improvement Project; Completed: 2010; CON Cost: \$317,832
- La Puente Park Sidewalk; Complete: 2009; CON Cost: \$123,066.10

Women's and Children Crisis Shelter

Outreach Center Improvements; Completed: October 2008; CON Cost: \$66,000

Montebello | HUD CDBG & HOME Program Compliance Management

AVANT-GARDE has provided labor compliance, program management, grant research & writing, and fund administration services to the City of Montebello since FY 2005. Additional services include strategic planning and development of the CIP Budget; bid administration and project implementation; administrative staff support including the development of staff reports and Department presentations. AVANT-GARDE has obtained \$4.3 million in grant funds for the City of Montebello.

Client Contact
Francesca Schuyler
City Manager

Project Completion
Ongoing

AVANT-GARDE provides Program Monitoring and Funding Compliance Services for HOME and CDBG funded programs administered through the Department of Housing and Urban Development. As such, AVANT-GARDE provides ongoing program compliance monitoring services of sub-recipients and implementation of the City's Housing Program. Services have included working with the City to correct and respond to HUD HOME and CDBG Service Program findings, resulting in significantly reducing the number of findings dating back to FY 2012/13. As part of this effort, AVANT-GARDE assisted in developing systems and processes in accordance with HUD requirements to expend and track funds in a timely and compliant manner and maintain program files in preparation for HUD review and audit. The Housing Rehabilitation Program systems have been updated to include standardized loan documents, program standards, and tracking mechanisms to help the City identify each stage of a project. HOME program accomplishments include acquisition of and conditional commitment of funds for properties. Additionally, AVANT-GARDE continues to monitor and implement the CDBG Service Program, working with local sub-recipients to ensure adherence with HUD program requirements, including the development of tracking processes and timely submittal of sub-recipient activities and reimbursements.



Lynwood | HUD Program & Compliance Management

Avant-Garde in concert with Urban Associates was hired by the City of Lynwood to provide Community Development (Housing) services, which include the administration and implementation of the City's CBDG and HOME program including but not limited to: Housing Rehabilitation Program, implementation of a variety of housing related tasks, project management services as assigned by the Community Development Director, and support for miscellaneous Community Development activities. Ongoing administration of the HUD program includes: preparation of environmental reviews (up to level of Environmental Assessment) for all activities; management of IDIS system (set-up, revise and fund activities, update accomplishments and beneficiary information); preparation of agreements, including sub-recipient agreements, MOUs and housing agreements; assistance in department budget preparation; assistance in implementation of Property Rehabilitation Programs; responsibility of financial management, approving payment requests while monitoring HOME expenditures; and administering and monitoring contracts of housing projects. Duties include the development and maintenance of the Policies & Procedures Manual as needed as well as maintenance of the project's filing system and documentation checklists.

Client Contact
Andre Dupret
Interim Director of
Development
Services

Project Completion
Ongoing



Bellflower | Housing Management Services

AVANT-GARDE has recently commissioned by the City of Bellflower to provided oversight of the HOME and CDBG program. Activities include Implementation of the Housing Rehabilitation and First Time Homebuyer programs; IDIS management and training of accounting staff; preparation of CAPER; project management on Affordable Housing development project.

Client Contact
Jim DellaLunga
Director of Economic
Development

Project Completion
Ongoing

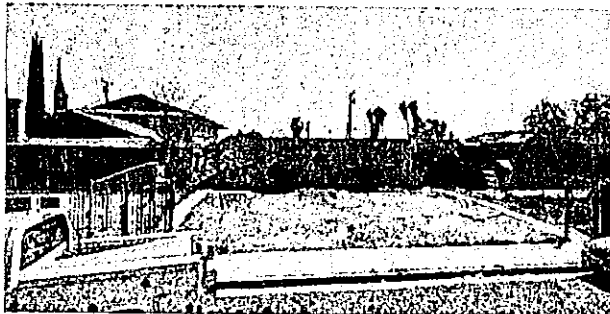
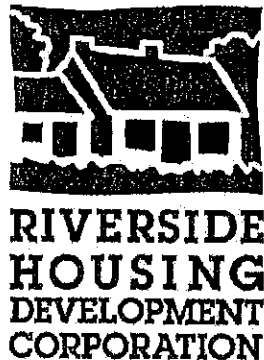


Moreno Valley | HOME Funding Compliance Services

AVANT-GARDE was recently retained by the City of Moreno Valley to assist with committing HOME funds by the September 30, 2015, deadline for two affordable housing projects. Our scope of services included CHDO certification; preparation of NEPA documentation for the project; and project coordination to ensure development and execution of the HOME Commitment Agreement which includes coordination with the City Attorney, City staff, and the CHDO; preparation of Council staff reports and coordination with designated City consultants for preparation of the layering analysis and feasibility study. We are currently under contract to provide Project Management services to carry out two rental projects. Our work includes the following: Serve as Project Liaison between the City and CHDO; monitor project progress, compliance documentation, escrow process, and attend meetings as necessary and conduct site visits, facilitate any amendments to the agreements with the City Attorney's office and the CHDO, coordinate and process payment requests for escrow.

Client Contact
Marshall Eyerman
Financial Services
Manager

Project Completion
Ongoing





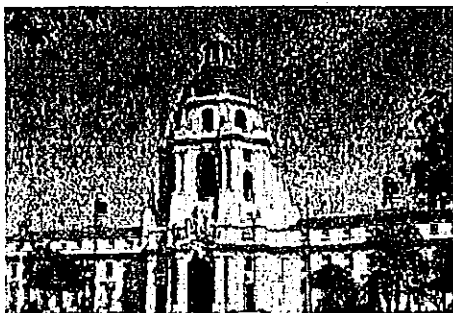
Pasadena | Housing Management Services

AVANT-GARDE provided Interim Housing Manager Services to the City of Pasadena. As the Interim Housing Manager, AVANT-GARDE was responsible for Community Development Strategic Planning, Housing Production and Management, Housing Division Management, and housing production for the homeless.

We are currently providing fund management services including programs such as CDBG, HOME, and ESG. The scope of work for fund management services includes coordination with City Staff to review HUD funded program documents, funding status, action plans and proposed projects, coordinate and correspond with the HUD Program Manager. Our staff also conducts an analysis of each project to ensure that the projects are properly recorded in adherence with the funding source. In addition, we coordinate with City staff and identify new projects that will need to be recorded, conduct activity Set Up, activity funding, drawdowns, activity completion and reporting in the IDIS system.

Client Contact
Julie Gutierrez
Assistant City Manager

Project Completion
2011

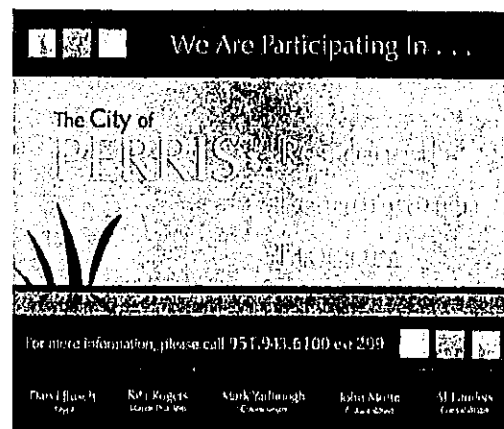
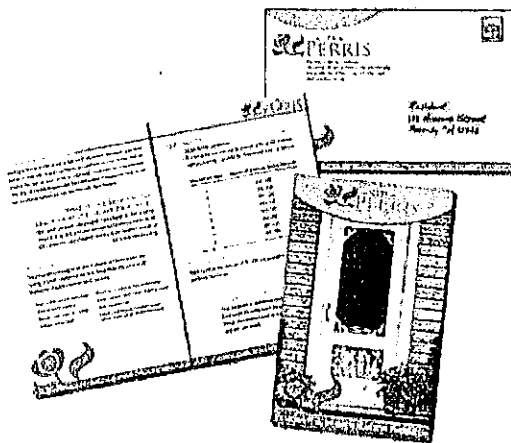


Perris | Housing Rehabilitation Services

AVANT-GARDE was retained by the City of Perris to perform a housing revitalization analysis and establish a program to include development of detailed program guidelines and procedures including criteria for eligibility and process for qualifications. AVANT-GARDE assisted the City in program implementation by assigning staff to carry out specific responsibilities to ensure program success. We monitored activities from beginning to end to ensure successful completion of the Rehabilitation work. Some activities included reviewing applications and documents submitted to ensure that residents qualify under the criteria established in the guidelines. Our staff worked with the residents for approval of the proposed rehabilitation work, develop the work descriptions needed and monitored the bidding process for contractor selection. In addition, our marketing team produced effective promotional materials which assisted with public awareness and kept residents and local interests informed.

Client Contact
Richard Belmudez
City Manager

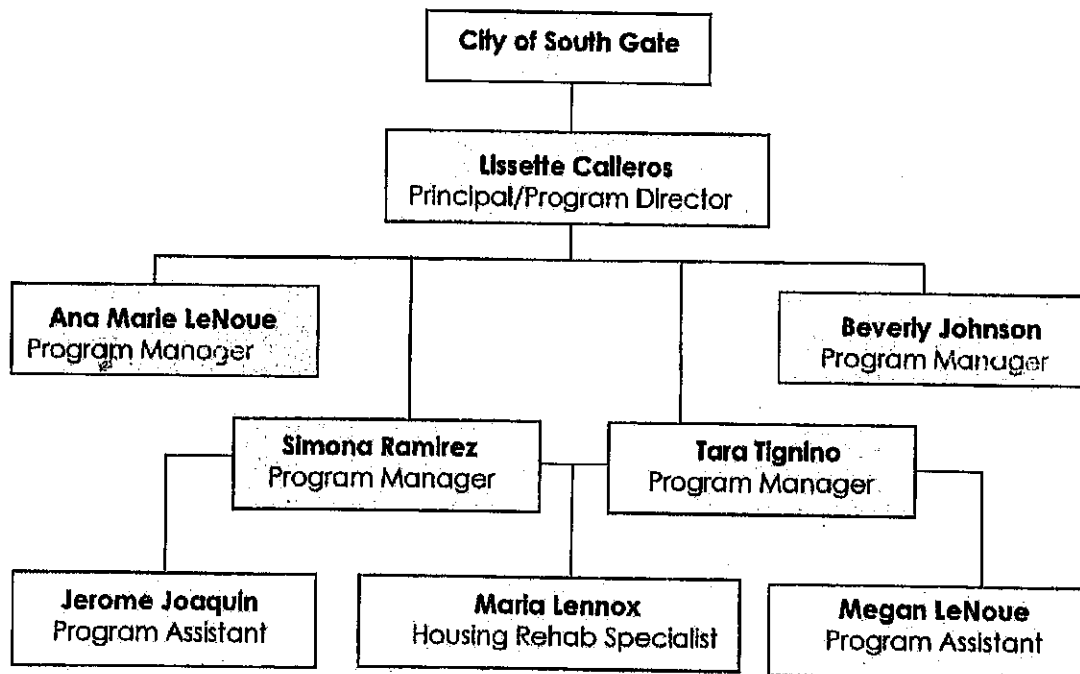
Project Completion
2007



SECTION 5. OUR TEAM

To provide exceptional services to the City of South Gate, we have compiled a highly qualified and experienced team. Firm Principal, Lissette Calleros, will serve as the Project Director and will oversee all assigned staff and ensure successful administration of program and document development. Our Project Director will be supported by our In-house Program Manager-Ana Marie LeNoue, Program Manager-Simona Ramirez, Program Manager-Beverly Johnson, Program Manager-Tara Tignino, Program Assistant-Jerome Joaquin, Program Assistant-Megan LeNoue, and Housing Rehab Specialist-Maria Lennox.

AVANT-GARDE understands the importance of maintaining professionalism while delivering exceptional customer service to all parties involved, including administrators, city staff, residents, businesses, various agency representatives, and elected officials. The proposed Team has outstanding communication and work skills. Ms. Calleros and Ms. LeNoue have served as municipal employees prior to joining the firm. AVANT-GARDE has a unique understanding and respect for the "City Hall culture" and have the ability to work in a team environment within a public atmosphere that is demanding and high paced. Furthermore, AVANT-GARDE has had the pleasure of serving a variety of communities and multi-cultural environments with great success. To that note, Ms. Calleros, Ms. Ramirez, Ms. Lennox and Ms. Valdez-Paz are bilingual in English and Spanish. Our years of success is clearly dependent on our interpersonal skills and the ability to respectfully, clearly and concisely communicate both orally and in writing.



Lisette Calleros
Principal / Program Director

Years of Experience:

14+ years

Education:

B.S. Business
Management,
California State
Polytechnic University
Pomona

A.A. General Studies,
Mount San Antonio
College

Professional Affiliations:

National Women Political
Caucus – LA Metro
National Association of
Professional Women

Ms. Calleros has 14 years of experience in Program Management and has been with AVANT-GARDE since 2006. As a Program Director, Ms. Calleros will oversee all assigned staff and ensure successful administration of the Program. Ms. Calleros's expertise is in administering federal and state funded projects, program development, compliance management and records management. She provides funding administration to ensure cities develop their projects in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City.

RELEVANT EXPERIENCE

Ms. Calleros and her team have extensive experience in grant writing, project monitoring, labor compliance and funding administration services to ensure that the funding secured is spent per the requirements of the funding agency and within the required timelines. She also has experience in strategic budget planning specifically with Capital Improvement Programs.

Ms. Calleros has assisted various agencies in performing a variety of analyses and studies to identify State and Federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses.

Ms. Calleros also has experience in public relations coordination, community outreach efforts, community relations and focus group moderation in both English and Spanish. Ms. Calleros has worked with several municipalities under contract to assist with managing and monitoring the cities' CDBG, HOME and ESG programs. This includes reviewing expenditure reports and commitment reports for programmed activities. She has conducted reviews of CAPER's as

well as Consolidated Plans and assisted with the public hearing process for amendments. She serves as project liaison with HUD regarding HOME program and CDBG activities. She has provided oversight for development of sub-recipient agreements as well as monitoring for Community Housing Development Organizations (CHDO) qualifications. Relevant City Experience includes: Lynwood, Bellflower, Moreno Valley, Montebello, El Monte, Temple City, Bell Gardens, La Mirada, Perris and Pasadena.

Ana Marie LeNoue
Principal / Program Manager

Years of Experience:
25+ years

Education:
B.S. Business
Management,
University of Phoenix

Ms. LeNoue has 25 years of experience in municipal services and has been with AVANT-GARDE since 2006. She is the President and C.E.O. of AVANT-GARDE. Ms. LeNoue is capable of overseeing the CDBG public service agency program, identifying and implementing appropriate outreach efforts for the various elements of the Housing Program and assisting with the development of administrative deliverables such as the program evaluation report, required staff and agenda reports, as well as other duties as assigned.

Ms. LeNoue established the company's foundation in municipal services based on her extensive program management experience that includes 17 years as a municipal employee managing various capital projects and programs. She presently directs the company's Community Outreach program, Grants program, and CDBG Sub-Recipient services. Ms. LeNoue is a versatile, dynamic, results-oriented leader with a strong track record of performance in high-paced and uniquely challenging organizations. She utilizes keen analysis, insights and team approach to drive organizational improvements and implementation of sound practices. Ms. LeNoue has superior interpersonal skills, capable of resolving multiple and complex issues and motivating staff to peak performance. She has an excellent understanding of the political culture and extensive administrative, operational, fiscal and program management experience.

RELEVANT EXPERIENCE

City of Montebello

Currently a member of the CDBG Management Team responsible for the Public Services portion of the program inclusive of managing the sub-recipients for the current fiscal year. Also assisting the City to reach HUD compliance with the previous program fiscal years of 2010/2011, 2011/2012, and 2012/2013 and establishing processes in adherence to HUD program guidelines for FY 2014/2015. Assists in the Program marketing and facilitating presentations for various portions of the program including the Housing Rehabilitation Program.

City of Bellflower

Providing assistance to City Staff with the management of sub-recipients for FY 2016/2017. Providing overall management of staff assignments for housing programs such as Housing rehab and First Time Home Buyers Program.

Beverly Johnson Program Manager

Years of Experience 15+ years

Education M.A. Public Administration California State University, Dominguez Hills - 1998

B.S. Computer Science California State University, Dominguez Hills - 1995

Ms. Johnson has over fifteen years of experience working with Federal, State, local and county grant programs designed to meet the needs of low to moderate-income persons. She has worked within the realm of housing and community development services for the City of Inglewood and the City of Pomona in various employment capacities. In these positions she designed, developed, implemented and managed several housing and community development related programs. Other accomplishments include successfully writing, administering and monitoring an array of grant programs. As support to the Director and other city departments, she has served on various committees. Ms. Johnson's experience includes grant administration; environmental review analysis; oversight of personnel; budgeting; strategic planning; plan development; conducting policy and program evaluation; and ensuring compliance with Federal, State and local regulations through program/project monitoring.

The City of Pomona's Neighborhood Services Department is comprised of the following Divisions: Housing, Housing Authority and Community Services with over 100 employees. As second in charge of the Housing Division, her primary roles as Housing Grants Administrator was to provide professional leadership and direction the Housing and Homeless division, support the departmental goals and objectives, and manage, monitor and evaluate program operations.

In her role as Housing Grants Administrator at the City of Pomona, she played a key role in the development and implementation of a new rental assistance program funded with Federal Home Investment Partnership Act (HOME) funds. This included garnering Council support, development of program budget, development of policies and procedures, hiring necessary staff for program administration, and developing relationships with property owners throughout the City for partnering in the homeless prevention and rental assistance effort for a program other than the Housing Choice Voucher (formerly known as Section 8) Rental Assistance Program.

RELEVANT EXPERIENCE

City of Bellflower Program Manager

- Performs all activities related to IDIS.
- Assists with the preparation of the Annual Action Plan, CAPER, Consolidated Plan and other reports as necessary.

Pacific Code Compliance

Grants Consultant

- Responsible for interpreting Federal, State and local regulations and policies for program implementation.
- Responsible for administering grant funds and interpreting program guidelines.
- Make funding recommendations and prepare reports.
- Monitor projects and activities of internal departments and sub recipient agencies to ensure compliance with Federal regulations.
- Preparation of comprehensive reports (Consolidated Plan, Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER) for submission to the Department of Housing and Urban Development (HUD).
- System reporting for all Federal, State and local grants (i.e. – IDIS, DRGR, E-Snaps, e-LOCCS, SPEARS, HMIS)
- Preparation of staff reports for submission to the City Council.
- Conducting oral presentations to Council, citizens, and businesses.
- Input of information into HUD's Integrated Information Disbursement and Information System (IDIS).

City of Pomona – Development & Neighborhood Services

Housing Grants Administrator

- Provide administrative and professional leadership and direction to Housing and Homeless Division staff. Management responsibility for housing and community development programs, services and activities, including: Community Development Block Grant (CDBG) community-based programs, residential rehabilitation, new construction, housing development, community and business development, lead hazard abatement, homeless services and other grant programs. Oversight of development and implementation of the Consolidated Plan for CDBG, Home Investment Partnership Act (HOME), Neighborhood Stabilization (NSP), Emergency Solutions Grant (ESG), Supportive Housing (SHP), Shelter Plus Care (S+C) and Homeless Prevention and Rapid Re-Housing (HPRP) Programs, as well as Housing Successor Agency Funds.
- Manage, monitor, and evaluate the development and administration of department goals, objectives, policies, priorities, operations, budget, personnel, service delivery methods, administrative systems and improvement recommendations to ensure efficiency and effectiveness.
- Responsible for interpreting Federal, state, county and local regulations for administering and monitoring programs (e.g. CDBG, HOME, ESG, Section 108 Loan, S+C, SHP, Lead Program, NSP, HPRP, CalHOME).

- Manage, direct and coordinate the work of fifteen Housing Division staff, including supervisory, professional, technical and administrative support personnel.
- Compiling, analyzing and interpreting statistical data for funding recommendations and preparing reports to Council.
- Monitor projects and activities of internal departments and sub recipient agencies to ensure compliance with applicable regulations.
- Preparation of comprehensive reports (Consolidated Plan, Action Plan, CAPER) for submission to HUD.
- Preparation of staff reports for submission to the City Council.
- System reporting for all Federal, State and local grants (i.e. – IDIS, DRGR, E-Snaps, e-LOCCS, SPEARS, HMIS)
- Conducting oral presentations to Council, citizens, and businesses.
- Developing Requests for Proposals, Bids and Qualifications (RFP, RFB, RFQ).

Other relevant experience:

- **City of Inglewood**
Senior Grants Coordinator
- **Midnight Mission Family Housing Program**
Homeless Services Case Manager



Grants
Compliance
Financial Management
Community Outreach

Simona Ramirez Program Manager

Years of Experience: 9+ years

Education:

M.A. Political Science,
California State University,
Los Angeles, CA 2011

B.A. Political Science,
California State University,
Los Angeles, CA 2010

A.A. East Los Angeles
College, Monterey Park,
CA 2008

Ms. Ramirez has nine years of experience in Program Management and has been with AVANT-GARDE since 2014. Ms. Ramirez's expertise is in program development, administration, grant writing, and community outreach. An effective communicator, Ms. Ramirez's multi-faceted skill set allows her to understand the needs of diverse audiences and provide them with practical solutions to problems. Ms. Ramirez has experience working with governmental agencies including local municipal government, Department of Motor Vehicles and the Employment Development Department. Ms. Ramirez has valuable knowledge of both state and federal regulations, making her capable to perform administrative and managerial duties as a program manager:

RELEVANT EXPERIENCE

City of Lynwood

Ms. Ramirez oversees the CalHome First Time Homebuyer Program and the CalHome Owner-Occupied Housing Rehabilitation Program in the City of Lynwood, where she provides program management and administration services. Ms. Ramirez helped develop the marketing material and was responsible for identifying qualified vendors for the Program's non-construction services. Ms. Ramirez is charged with promoting the program by developing community outreach strategies that target eligible residents who can participate in the Program. Furthermore, she supports the Program's Housing Specialist with loan processing and provides quarterly reports to the State Department of Housing and Community Development to track the Program's progress and use of funds.

City of Montebello

Currently a member of the CDBG Management Team, Ms. Ramirez supports the Public Services portion of the program inclusive of managing the sub-recipients for the current fiscal year. Assists in Program marketing and facilitating presentations for various portions of the program including Housing Rehabilitation. Additional services include: Grant Seeking, Grant Writing, and Community Outreach

City of Bellflower

Ms. Ramirez currently provides administrative services for the City of Bellflower's First Time Homebuyer Program and the HOME Rehabilitation Program. She reviews the manuals to ensure all the

necessary pieces are in place and is in charge of updating income and purchase limits in the manual and securing contractors for the Rehab Program through the established protocols in the Program guidelines/procedures. Additionally Ms. Ramirez works with lenders to determine eligibility for the First Time Homebuyer Program and assists the Housing Specialist by reviewing program documents and applicants' paperwork to ascertain adherence to Program requirements.

Years of Experience

10+ years

Tara Tignino
Program Manager

Ms. Tignino is experienced in Labor Compliance for Federal, State and CDBG funded projects. As a labor compliance specialist, Ms. Tignino monitors contracts to ensure that all clients' actions adhere to either CDBG or the standard State and FHWA Federal wage regulation requirements and when applicable section 3 requirements. Responsibilities include, conducting employee field interviews, auditing weekly payrolls, investigating violation findings and preparing non-compliance notices to contractors. In addition, Ms. Tignino monitors HUD Program requirements and conducts file reviews with Caltrans and the Community Development Commission.

Ms. Tignino is experienced in developing and maintaining detailed project schedules to improve accuracy, and increase project efficiency. Ms. Tignino is experienced in monitoring project budgets and recording expenses; compiling project specific documentation and preparing billings; conducting research and recommending solutions; organizing meetings, events and conferences.

As it pertains to this proposal, Ms. Tignino will provide prevailing wages and HUD/Section 3 monitoring for construction projects and ensure compliance with all federal, state, and local laws, rules, regulations and policies.

RELEVANT EXPERIENCE

- **Los Angeles METRO** – \$20.25M Westside Subway Extension Project
- **Los Angeles METRO** – \$18.9M I-405 & SR-134 Soundwall Project
- **Los Angeles METRO** – \$4.9M Division 3 Master Plan
- **Los Angeles METRO** – \$4.8M Trash & Vegetation Removal Project
- **Los Angeles METRO** – \$1.6M Lighting Upgrade Project
- **Los Angeles METRO** – \$881k CNG Emergency Generator Project
- **Los Angeles METRO** – \$627k Bus Stop Improvement Project
- **City of Temple City** – \$18M Rosemead Blvd Safety & Beautification Project
- **City of Temple City** – \$1.1M El Monte Ave Traffic Signal
- **City of Temple City** – \$315k Temple City Blvd Traffic Signal
- **City of Temple City** – \$176k Temple City Blvd/Las Tunas Traffic Signal
- **City of Pico Rivera** – \$2.4M Beverly Blvd. Improvements Project

- **City of Pico Rivera** – \$38k CDBG Funded – Commercial Façade Phase I
- **City of Pico Rivera** – \$108k CDBG Funded – Commercial Façade Phase II
- **City of Pico Rivera** – \$44k CDBG Funded – Commercial Façade Phase III
- **City of Montebello** – \$726k Montebello Way Traffic Signal
- **City of Montebello** – \$130k Alley Improvements Project
- **City of Montebello** – \$228k Alley Improvements Project
- **City of Montebello** – \$749k Whittier Blvd Revitalization Phase II Project
- **City of Montebello** – \$711k Garfield Ave Reconstruction Project
- **City of La Mirada** – \$2.5M Alondra/Valley View Improvements Project
- **City of La Mirada** – \$4.9M CDBG Funded – Foster Park Phase II Improvements
- **City of La Mirada** – \$608k CDBG Funded – Foster Park Phase III Improvements
- **City of La Mirada** – \$1.9M CDBG Funded – Foster Park Phase IV Improvements
- **City of La Mirada** – \$635k LA Mirada Blvd Improvements Project
- **City of La Mirada** – \$353k City HVAC Improvements Project
- **City of La Mirada** – \$305k Valley View Ave/Adoree St Traffic Signal
- **City of Cudahy** – \$206k CDBG Funded – Bedwell Hall Re-Roofing Project
- **City of Bell Gardens** – \$143k Opticom Emergency Vehicle Preemption Project
- **City of Bell Gardens** – \$163k Foster Bridge Project
- **City of Bell Gardens** – \$191k Florence Pl Improvement Project
- **City of Alhambra** – \$100k CDBG Funded Almansor Gym HVAC
- **City of Alhambra** – \$100k CDBG Funded Granada Gym Flooring
- **City of Alhambra** – \$80k CDBG Funded Granada Gym Equipment
- **City of Alhambra** – \$55k CDBG Funded Almansor Park Shelter Replacement
- **City of Alhambra** – \$13.3k CDBG Funded ADA Improvements Project
- **City of Alhambra** – \$5k CDBG Funded ADA Improvements Project

Maria Lennox
 Housing Specialist

Years of Experience:
 29+ years

With over 29 years of experience working with municipalities and private agencies to meet their housing goals, Ms. Lennox serves as a Housing Specialist for AVANT-GARDE. Maria has assisted in marketing and implementing rehabilitation loan programs, assured compliance with federal and local guidelines, and helped train personnel to become effective housing counsellors.

RELEVANT EXPERIENCE

As an expert in housing rehabilitation, Ms. Lennox duties have included:

- Providing loan underwriting services to the Community Development Commission (CDC) and the Los Angeles Housing Department (LAHD) for the CDBG and HOME deferred and low-interest loans and Single Family Residence (SFR) programs.
- Designing loan documentation to comply with HUD and local guidelines.
- Managing rehabilitation projects including prevailing wage compliance.
- Negotiating construction contracts.

Client agencies include: City of Lynwood, City of Montebello, Los Angeles Housing Department (LAHD), and Community Development Commission (CDC).

Years of Experience:

4+ years

Education:

B.S. Urban and Regional
Planning,
California State
Polytechnic University,
Pomona 2010

A.A. General Studies with
an emphasis on
Architecture,
Glendale Community
College

Jerome Joaquin

Program Assistant

As a Program Assistant, Mr. Joaquin's responsibilities include grant researching and writing, funding administration, labor compliance, and community outreach support. Mr. Joaquin has experience in preparing environmental documents for both CDBG and HOME funded housing rehabilitation programs. He has worked in conjunction with the project managers of the company and served as a liaison to provide support on various projects.

He assists our clients with determining eligible projects and writing grant proposals, providing advisement of program requirements, preparing and administering programs as required by the funding agencies to ensure cities develop their capital projects in accordance with policy and procedural requirements, enforcing labor compliances regulations by means of on-site interviews of employees and calculations of prevailing wages appropriate for job classifications and duties in accordance with State or Federal laws, and providing community outreach support in various outreach methods.

RELEVANT EXPERIENCE

Supports the Rehabilitation Specialist by completing Environmental and Historic Preservation Clearances for multiple Housing Rehabilitation & Preservation Program (HRRP) projects as well as development projects funded with HOME funds. Currently providing these services for:

- City of Montebello
- City of Moreno Valley
- City of Bellflower

Megan LeNoue
Program Assistant

Years of Experience:
3+ years

Education:
B.A. in Anthropology,
Saint Mary's College of
California, Moraga, CA
2013

Ms. LeNoue has three years of experience in administrative and municipal program services and contract administration and has been with AVANT-GARDE since 2013. Her overall experience includes labor compliance monitoring, project management and analysis, funding administration, grant writing, and construction management assistance. Ms. LeNoue has assisted in completing tasks related to both Community Development Block Grant (CDBG) and HOME funded housing rehabilitation programs. Her role on this project will include proper maintenance of the program files and assisting the Program Managers on an as needed support basis.

RELEVANT EXPERIENCE

CDBG/HOME Rehabilitation, City of Montebello

Provides assistance in the preparation and administration of the CHDO program. Administratively assisting with relocation processing, advertisement of available properties, agreement composition, and application eligibility. Prepare supporting documentation packages and coordinate with Finance department and HUD to process reimbursement drawdown requests through IDIS.

City of Moreno Valley- HOME funded rental project

In accordance with the CHDO qualification criteria set by HUD, she assisted in reviewing the documentation submitted by the CHDO to determine that it satisfactorily met the requirements. This includes coordination with the CHDO to collect pertinent documents and prepare City Council report and resolution for adoption.

SECTION 6. REFERENCES

Below is a list of references that can be contacted. A description of responsibilities and work performed is provided in Section 4.

Francesca Schuyler, City Manager

City of Montebello, 1600 W. Beverly Blvd., Montebello CA 90640 (323) 887-1367

Andre Dupret, Interim Director of Development Services

City of Lynwood, 11330 Bullis Road, Lynwood, CA 90262 (310) 603-0220, Ext. 268

Jim DellaLunga, Director of Economic Development

City of Bellflower, 16600 Civic Center Dr., Bellflower, CA 90706 (562) 804-1424 ext. 2224

Marshall Eyerman, Financial Services Manager

City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92553 (951) 413-3519

Mark Stowell, Director of Public Works

City of La Mirada, 13806 La Mirada Blvd., La Mirada, CA 90638, (562) 902-2373

Julie Gutierrez, Assistant City Manager

City of Pasadena, 100 N. Garfield, Pasadena, CA 91101 (626) 744-4222

Richard Belmudez, City Manager

City of Perris, 101 N. D Street, Perris, CA 92570 (951) 943-6100

SECTION 7. COST PROPOSAL

AVANT-GARDE is proposing the following discounted hourly rates:

Program Director	\$110
Program Manager	\$90
Program Coordinator	\$70
Program Assistant	\$65
Housing Rehab Specialist	\$60

In addition to providing exceptional program management services, AVANT-GARDE looks forward to working with the City to establish a well-planned annual Program budget inclusive of strategic resource allocation to ensure program goals and all required tasks are met. This will assist the City to identify an annual budget for consultant services. Allocation considerations may include City Hall office hours for the Rehab Specialist and our Program Management Team in addition to the required annual reports and other elements of the program such as the public services grant processing, labor compliance and Section 3 monitoring, and program outreach.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Advanced Avant-Garde Corporation	
2 Business name/disregarded entity name, if different from above Avant-Garde Inc.	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small>	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) 3670 W. Temple Ave. Suite 278	Requester's name and address (optional)
6 City, state, and ZIP code Pomona, CA 91768	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
OR								
Employer identification number								
0	1	-	0	7	4	9	4	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

9/14/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1088 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CH



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2018

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

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

PRODUCER
Dealey, Ranton & Associates
189 S Los Robles #540
Pasadena, CA 91101
Lic #0020739

CONTACT NAME: Marie Swaney

PHONE (A/C, No, Ext): 626-844-3070

FAX (A/C, No):

E-MAIL ADDRESS: mswaney@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Sentinel Insurance Co. LTD

11000

INSURER B: Admiral Insurance Company

24856

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
ADVANAVAN
Advanced Avant-Garde, Inc. dba: Advant Garde, Inc.
3670 W. Temple Ave., Suite #278
Pomona, CA 91768

COVERAGES

CERTIFICATE NUMBER: 1411576481

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liab <input checked="" type="checkbox"/> XGU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBARG1491	7/1/2017	7/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> No Owned Auto <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	57SBARG1491	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	57SBARG1491	7/1/2017	7/1/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			E000003160603	12/17/2017	12/17/2018	\$1,000,000 per claim \$1,000,000 Annual Aggregate

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

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Umbrella Policy is follow-form to underlying Policies: GL/AUTO Liability.

Re: General Grant Coordination and Management for the Community Development Block Grant (CDBG) and HOME Investment Partnership Programs - City of South Gate. Its officers, employees, agents and volunteers are named as additional insureds as respects general liability as required per written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION 30 day Notice

City of South Gate
Director of Community Development
8850 California Avenue
South Gate CA 90280

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

AUTHORIZED REPRESENTATIVE

Marie Swaney

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CERTIFICATE OF LIABILITY INSURANCE

ANS
PLDCDATE (MM/DD/YYYY)
2/5/2018

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

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

PRODUCER		CONTACT NAME:	
PAYCHEX INSURANCE AGENCY INC/PAC		PHONE (A/C, No, Ext):	
250881 P: F: (888) 443-6112		FAX (A/C, No): (888) 443-6112	
PO BOX 33015		EMAIL ADDRESS:	
SAN ANTONIO TX 78265		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Ins Co LTD	
		NAIC# 11000	
INSURED		INSURER B:	
ADVANCE AVANT-GARDE, INC.		INSURER C:	
3760 W TEMPLE AVE STE278		INSURER D:	
POMONA CA 91768		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COM/PROP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			76 WEG VK9966	07/01/2017	07/01/2018	E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
	DESCRIPTION OF OPERATIONS below						

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

Those usual to the Insured's Operations. Re: Job name/ location/# General Grant Coordination and Management for the Community Development Block Grant (CDBG) and HOME Investment Partnership Programs

CERTIFICATE HOLDER	CANCELLATION
City of South Gate Director of Community Development 8650 CALIFORNIA AVE SOUTH GATE, CA 90280	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>

**AMENDMENT NO. 1 TO CONTRACT NO. 3407
TO PROVIDE AS NEEDED ADMINISTRATIVE SERVICES FOR THE CDBG AND
HOME PROGRAMS BETWEEN THE CITY OF SOUTH GATE
AND AVANT-GARDE, INC.**

This Amendment No. 1 to Contract No. 3407 for Administrative Services for the CDBG and HOME Programs ("Amendment No. 1") is made and entered into on April 28, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Avant-Garde, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to a "Parties."

RECITALS

WHEREAS, on January 9, 2018, City and Consultant executed Contract No. 3407 for Professional Services with Avant-Garde, Inc. ("Agreement"), to provide grant coordination and management services for the CDBG and HOME programs, through and including December 12, 2020, in an amount not to exceed One Hundred Ninety Five Thousand Dollars (\$195,000); and

WHEREAS, City and Consultant desire to execute Amendment No. 1 to provide as needed Administrative Services for the CDBG and HOME programs, through and including December 12, 2020, in an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000), under the terms and conditions of the Agreement and Amendment No. 1, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of Three Hundred Five Thousand Dollars (\$305,000).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

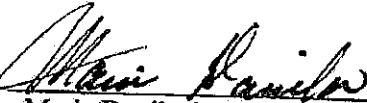
1. MODIFICATION TO AGREEMENT.

- 1.0 SCOPE OF WORK.** Consultant agrees to expand its services and perform the tasks identified in Exhibit "A" and made a part of the Agreement and this Amendment No. 1. The Scope of Work may be amended from time to time by way of a written directive from City.
- 2.0 COMPENSATION.** The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed the sum of **One Hundred Ten Thousand Dollars (\$110,000)**. No additional compensation shall be paid for any other expenses incurred for task identified in Exhibit "A", unless first approved by the Director of Community Development. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business shall be waived and shall not be included on the Consultant's invoice to City.

2. **EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

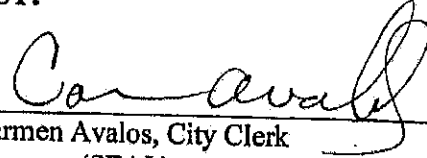
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

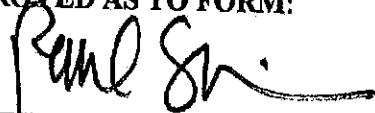
By: 
Maria Davila, Mayor

Dated: 5-6-2020

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

AVANT-GARDE, INC.:

By: Signature on next page
Ana Marie LeNoue, President

Dated: _____

Amendment No. 1 to
Contract No. 3407

2. **EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. 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 Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:


By: 
Maria Davila, Mayor

Dated: 5-6-2020

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

AVANT-GARDE, INC.:

By: 
Ana Marie LeNoue, President

Dated: 5-6-2020

AVANT GARDE

April 22, 2020

Joe Perez
Economic Development Director
City of South Gate
Economic Development Division
8650 California Avenue, South Gate, CA 90280

Subject: Request for Contract amendment for HUD program and compliance services

Dear Mr. Perez:

It is with great pleasure that I provide you this proposal to continue providing Program Monitoring and Funding Compliance Services for your HOME and CDBG funded programs administered through the Department of Housing and Urban Development.

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies including but not limited to your City, METRO and the Cities of Temple City, Pasadena, Industry, Pico Rivera, Montebello, La Puente, Lynwood, Moreno Valley, Norwalk, Perris, Cudahy, Alhambra, Moreno Valley, Rosemead, San Gabriel, El Monte, Bellflower, South El Monte, Ventura, Manhattan Beach, Monterey Park, La Mirada, and South Gate.

Our years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. We are proud of our strong reputation in meeting aggressive schedules and our ability to multi-task to provide our clients specialized attention and service.

Avant-Garde was incorporated in September 2002 and our corporate office from which services will be provided is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. Avant-Garde is a 100% woman-owned California Corporation. Furthermore, Avant-Garde is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).

At this time, we are requesting a budget increase to our current contract that is in effect until December 12, 2020. We will continue to provide services as outlined in our existing professional services agreement. The budget increase is requested to cover additional time spent to assist with various audits including responding to the Office of Inspector General's (OIG) audit, Housing Urban Development (HUD) program audit, and HUD Environmental Audit. Provide staff augmentation services as a result of recent staff changes this includes monitoring subrecipients for FY17-18, 18-19 and 19-20. Assist

3670 W. Temple Avenue, Ste 278, Pomona, CA 91768
tel: 909-979-6586 • fax: 909-979-6580 • www.avant-garde-inc.com

AVANT GARDE

with oversight of the Housing rehabilitation program to resolve HUD audit findings. Help with Implementation of additional CDBG funds allocated to the City as a result of COVID-19 including programming, reporting and assistance with the implementation of the Business Retention Program.

A. Scope of Work

Scope of work to be performed will be in accordance with the scope identified in the existing agreement which includes:

- Evaluation of the City's HUD programs and funding
- Coordination with HUD
- Fiscal reporting
- Program Monitoring
- Public Services Grant Processing
- Labor Compliance and Section 3 monitoring

We will work alongside current staff to ensure that the program objectives are met.

B. Schedule

Avant-Garde is committed to working with the City on an as-needed basis. We are committed to providing the City as many hours as necessary as long as the budget permits in order to complete the assignments.

C. Personnel and Compensation

Program Director.....	\$110
(IDIS Specialist).....	\$110
Program Manager.....	\$90
Program Coordinator.....	\$70
Program Assistant:.....	\$65

Our fee will be billed on a time and material basis. We are requested an additional amount of \$110,000 to be added to our existing contract. To accommodate the fiscal year budget process our fee will be as follows:

Timeline	Amount
February- June 30, 2020 CDBG Administration	\$60,000
April 28 th - December CDBG-CV	\$50,000
	\$110,000

AVANT GARDE

AVANT-GARDE is committed to excellence and stands behind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term program, our clients will always receive our blend of expertise to ensure every one of their goals are met.

If you have any questions, or if I can be of further assistance, please feel free to contact me at 909-979-6587 or 323-371-5530.

Sincerely,

Lisette Montoya

Lisette Montoya
Vice President

Acceptance of Proposal:

City of South Gate

**AMENDMENT NO. 2 TO CONTRACT NO. 3407
FOR ADDITIONAL ADMINISTRATIVE SERVICES FOR THE CDBG AND HOME
PROGRAMS BETWEEN THE CITY OF SOUTH GATE AND AVANT-GARDE, INC.**

This Amendment No. 2 to Contract No. 3407 for Additional Administrative Services for the Community Development Block Grant and Home Investment Partnership Programs ("Amendment No. 2") is made and entered into on November 24, 2020, and retroactively effective November 10, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Avant-Garde, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, on January 9, 2018, the City Council approved Contract No. 3407 with Consultant ("Agreement"), to provide grant coordination and management services for the Community Development Block Grant ("CDBG") and Home Investment Partnership ("HOME") Programs for a three (3) year term, through and including December 12, 2020, in an amount not to exceed One Hundred Ninety Five Thousand Dollars (\$195,000);

WHEREAS, on April 28, 2020, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") to continue providing as needed Administrative Services for the CDBG and HOME Programs, through and including December 12, 2020, in an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of Three Hundred Five Thousand Dollars (\$305,000); and

WHEREAS, City and Consultant desire to execute Amendment No. 2 expanding the Scope of Work, attached hereto as Exhibit "A" and made a part to this Amendment No. 2, to include additional as needed Administrative Services for the CDBG and HOME Programs for an additional year, through and including November 24, 2021, in an amount not to exceed One Hundred Forty Nine Thousand, Seven Hundred Five Dollars (\$149,705), with an option to extend the term for an additional year, 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 Four Hundred Fifty Four Thousand, Seven Hundred Five Dollars (\$454,705).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- 1.0 SCOPE OF WORK.** Consultant agrees to expand its services and perform the tasks identified in Exhibit "A". The Scope of Work may be amended from time to time by way of a written directive from City.

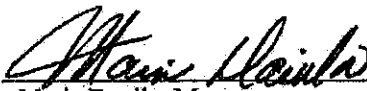
- 2.0 TERM OF AGREEMENT.** The term of the Agreement shall commence retroactively to November 10, 2020, through and including November 24, 2021, with an option to extend the term for an additional year through and including November 24, 2022, which shall be approved by the City Council.
- 3.0 COMPENSATION.** The amount of compensation paid by City to Consultant for the additional work identified in Exhibit "A" shall not exceed One Hundred Forty Nine Thousand, Seven Hundred Five Dollars (\$149,705), bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a sum of Four Hundred Fifty Four Thousand, Seven Hundred Five Dollars (\$454,705). No additional compensation shall be paid for any other expenses incurred.
- 2. EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[Remainder of page left blank intentionally.]

Amendment No. 2
Contract No. 3407

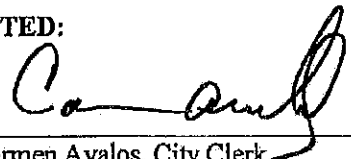
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

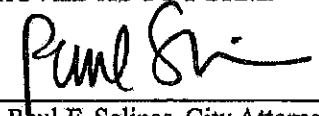
By: 
Maria Davila, Mayor

Dated: 12-9-2020

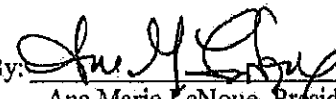
ATTESTED:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

AVANT-GARDE, INC.:

By: 
Ana Marie LeNoue, President

Dated: 11/25/2020



AVANT GARD E

City of South Gate
Grant Coordination and Management Services for the
CDBG and HOME Program

November 2, 2020

www.agi.com.co

November 2, 2020

City of South Gate
Community Development Planning Division
8650 California Ave
South Gate, CA 90280

Subject: Request for Proposals to Provide General Coordination and Management
Services for the CDBG and HOME Programs

It is with great pleasure that AVANT-GARDE submits our proposal to provide the City of South Gate with CDBG and HOME program coordination and management services. It is our goal to ensure that all services and reports are in compliance with all applicable HUD regulations and submitted within the required time frames.

A 100% woman-owned firm, Avant-Garde was incorporated in September 2002 and our corporate office is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. **Avant-Garde is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).**

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies. We have a successful track record in Program and Compliance Management with several municipalities, including the Cities of **South Gate**, Montebello, Bellflower, Lynwood, Cudahy, El Monte, Industry, Pico Rivera, Temple City, Bell Gardens, Alhambra, San Gabriel, Rosemead, Monterey Park, Commerce, Manhattan Beach, Ventura, La Mirada, Norwalk, Pasadena, La Puente, Moreno Valley, Perris, Maywood, LADOT, LADWP, and Los Angeles County METRO. We offer the talents of some of the most skilled, compliance managers, fund administrators, grant writers and program managers in the industry, providing clients with innovative and cost-effective solutions on a wide variety of projects.

It has been Avant-Garde's pleasure to work with the City of South Gate over the years providing services in a variety of capacities. Most recently, Avant-Garde has assisted the City of South Gate with compliance services as identified in this RFP. Given the opportunity, we feel the Avant-Garde team will prove to be a continued valuable partner to the City in meeting its HUD requirements and goals.

To provide exceptional services as outlined in the RFP, we present a highly qualified and experienced team of program managers each with years of experience in providing identical services to Cities throughout Southern California. We have assigned a firm principal, Lissette Montoya, to serve as the Project Representative. Ms. Montoya will oversee all assigned staff and will ensure successful administration of all activities.

AVANT GARDE

Grants
Compliance
Funding Management
Community Outreach

Please contact me or Lissette Montoya, the firm's principals, at (909) 979-6586 or email alenoue@agi.com.co or lmontoya@agi.com.co if there are any questions. We look forward to meeting with you to discuss our services and the opportunity to continue serving your community.

Thank you very much for your consideration. We look forward to continuing our work with you and your staff.

Sincerely,



And Marie LeNoue
President

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SECTION I. FIRM QUALIFICATIONS

AVANT-GARDE was incorporated in September 2002 and our corporate office from which services will be provided is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. ADVANCED AVANT-GARDE dba AVANT-GARDE is a 100% woman-owned California Corporation headed by Southern California natives Ana Marie LeNoue and Lissette Montoya who serve as the firm's officers and principals. They can be reached by phone at (909) 979-6586 or by email at alenoue@agi.com.co or lmontoya@agi.com.co. Furthermore, AVANT-GARDE is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise (MBE, WBE, DBE, SBE).

Our team of fifteen has built a strong reputation for providing innovative and successful solutions for a number of public agencies. We have a successful track record in your City and several municipalities, including the Cities of South Gate, Montebello, Bellflower, Lynwood, Temple City, Moreno Valley, Pasadena, Industry, La Mirada, El Monte, Alhambra, Pico Rivera, Hawaiian Gardens, South El Monte, Rosemead, San Gabriel, La Puente, Bell Gardens, Cudahy, Maywood, Perris, LADOT, LADWP, and Los Angeles County METRO.

Our years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. We are proud of our strong reputation in meeting aggressive schedules and our ability to multi-task to provide our clients specialized attention and service. Services offered by our firm include:

- Grant Writing and Administration
- Program Management
- Funding Administration
- Compliance Management including Labor Compliance
- Construction Coordination (Bid development, analysis, etc.)
- Community Outreach

AVANT-GARDE specializes in government funding and grant sources with requirements ranging from basic applications and documentation to competitive project submittals. Our team has been instrumental in securing and managing millions of dollars for Southern California projects. We assist our clients in identifying federal and state fund allocation balances, assist in determining eligible projects, provide advisement of program

requirements and are available to prepare and administer the program as required by the funding agencies. Additionally, our team provides administrative responsibilities such as assistance with the preparation and monitoring of operating budgets and Capital Improvement Program budget. AVANT-GARDE analyzes the agency's needs and prepares, recommends and administers long-and-short range programs consistent with the economic capabilities of the agency, including information vital to the preparation of the annual budget for the agency.

AVANT-GARDE has provided HUD Program Management Services to the City of South Gate since 2018. We have worked with the City to respond and resolve previous HUD findings and are currently working to resolve OIG audit findings. As part of our work, AVANT-GARDE has established infrastructure systems to maintain compliance and prevent future findings and prepared the City's HOME and CDBG policies and procedures for City Council adoption. Our services have included guidance to meet program and financial compliance requirements and local financial procedural support. We are well versed in the City's HUD IDIS portal and monitor it regularly to ensure data and reporting accuracy. AVANT-GARDE serves as the liaison with the City's HUD representative to seek clarification, guidance, and provide the City with clear action steps.

AVANT-GARDE led all efforts in developing the City's 2020-2025 Consolidated Plan, which included developing notices, preparing staff reports, community outreach via meetings and surveys, data analysis, and participation at City Council meetings. AVANT-GARDE worked with City staff to develop strategic goals to address City needs and activities to align with and meet these goals. Additionally, AVANT-GARDE also prepared the City's Analysis to Fair Housing Choice, a document that reviews policies and practices in the community that affect availability and accessibility of housing and housing conditions in the community, for submission to HUD.

As a part of the development of the FY 2020-2021 Annual Action Plan, AVANT-GARDE assisted the City in programming \$2,424,011 in CDBG funds and \$1,793,173.67 in HOME funds (we previously assisted the City with programming \$874,841 in CDBG-CV funds). AVANT-GARDE is currently assisting the City with onboarding new subrecipients and developing new activities and programs to meet the City's goals established in the



Annual Action Plan and Consolidated Plan, and expend the funds in a timely manner to remain in good standing with HUD. Our staff consistently work with City subrecipients to monitor their work and files to ensure that they are compliant with all City and HUD CDBG guidelines, providing technical assistance when needed.

AVANT-GARDE has also provided the City with program administration support, which has included building out new programs, developing program documents, establishing guidelines and protocols. Most recently AVANT-GARDE assisted with the launch and underwriting of the City's Small Business Retention and Creation Grant Program, which provided grants of \$10,000 to 20 local CDBG eligible businesses.

Furthermore, AVANT-GARDE provides labor compliance services for CDBG funded capital improvement projects to ascertain compliance with established federal regulations and laws.

AVANT-GARDE is currently providing the services requested in this RFP to several cities in Southern California, including Montebello, Bellflower, El Monte, Cudahy, Lynwood, South Gate, Pico Rivera, and Moreno Valley. Most agencies we serve have a long-standing relationship with us and trust our Team to provide these services on upcoming projects. We have extensive experience in serving both major urban cities and small suburban municipalities with our success achieved through close attention to detail, emphasis on meeting the particular needs of each client and prompt delivery of products, studies and services.

SECTION 2. GENERAL SCOPE OF WORK

It is our understanding that the City of South Gate is seeking a highly qualified consultant to provide general grant coordination and management for the CDBG and HOME Investment Partnership programs. As a leader in compliance management and grant administration, AVANT-GARDE is committed to providing the scope of services outlined in this proposal as follows:

1. Action Plan and program development and support including Action Plan amendments
2. Consolidated Plan development and support including all amendments
3. Establishment of Program timelines, goals and deliverables
4. Document control and management
5. Policy development and review
6. Program and financial compliance requirements (IDIS) and local financial procedural support
7. Development of monitoring plans and execution of said plans
8. Manage program operations for all CDBG and HOME programs
9. Manage Community Housing Development Organization's (CHDO)
10. Enforce and monitor prevailing wages where required

In addition, AVANT-GARDE will perform the following:

1. Ongoing Administration of HUD programs
 - a. Prepare Environmental Reviews (up to level of Environmental Assessment) for all activities;
 - b. Prepare agreements, including sub-recipient agreements, MOUs and housing agreements;
 - c. Assist in department budget preparation;
 - d. Financial management responsibilities, including preparing draw requests;
 - e. Contract administration and monitoring of sub-recipients and housing projects.
 - f. Coordinate with City staff to gather all necessary documentation for HUD program monitoring and audit preparation.
 - g. Act as City's liaison and representative to facilitate communication between the City and HUD as well as represent the City at community meetings, City Council, meetings with staff, or workshops as needed or directed.

- h. Ensure administration and compliance with all applicable federal, state, and local laws, rules, regulations, and policies including national objectives as required by HUD.
 - i. Maintain case files including but not limited to application and documentation of eligibility, work write-ups, documents on all necessary licenses and permits, site visit/inspection reports, invoices for payment. Maintain these and other program and financial records in accordance with CDBG record keeping requirements as specified.
2. Determining eligible and ineligible CDBG and HOME activities such as eligible project cost, eligible administrative and planning cost, and similar program criteria.
 3. Provide technical assistance in evaluating affordable housing projects, including maximum subsidy per unit, underwriting requirements, and subsidy layering.
 4. Technical assistance on other federal requirements including: affirmative marketing, minority outreach, environment review, displacement, relocation, acquisition, opportunity, disclosure requirements, debarred, suspended, or ineligible contractors, and drug-free work place.
 5. Attend necessary City Council and/or Public Hearings, conduct presentations, and respond to HUD follow-up questions needed to receive the necessary HUD approvals.
 6. Update and maintain the City's project and activity information; input into and manage IDIS.
 7. Maintain Project Filing System and Documentation Checklists.
 8. Respond to public inquiries regarding HUD programs.
 9. Respond to HUD letters and/or memorandums as needed.
 10. Ensuring all files that are active and those subject to audit have the proper documentation per HUD regulations.
 11. Review and prepare all CDBG/HUD reports (e.g., prevailing wage, minority contractor and Section 3 reports).
 12. Review, report and advise on proposed legislation and/or regulations that impact the City's use of CDBG funds.
 13. Undertake annual on-site monitoring of nonprofits and sub recipients, including CIP projects executed by other City Departments that receive CDBG funds to ensure program compliance.
 14. Provide CDBG and HOME financial management assistance.
 15. Technical assistance in the review of private-public partnerships, site and neighborhood standards, income determinations, and similar program criteria.

16. Technical expertise in responding to any HUD audit findings and/or concerns, take corrective actions, answer questions, and follow up with any other information as requested and/or needed.
17. Provide a high standard of care and support to internal customers (such as City elected officials and staff) and external customers (such as residents, business owners, contractors, developer and staff from municipal, state and federal agencies).
18. Housing Rehabilitation Services – Currently this program is implemented by City staff, however, AVANT-GARDE is available to perform the following if needed:
 - a. Administer and implement the City's Housing Rehabilitation programs which includes:
 - i. Collecting data and preparing necessary reports for the City and HUD.
 - ii. Ensure all required documentation is present in client files, e.g. historical review and lead based paint notification.
 - b. Review of income documentation.
 - c. Meet with applicants, review and approve program participation.
 - d. Perform initial field inspection of properties for which rehabilitation assistance is requested.
 - e. Prepare written inspection reports and cost estimates connected with the above inspection.
 - f. Prepare loan document and/or document for approval of grants or rebates.
 - g. Conduct bid process procedures, review of bids, selection of contractors, and staff, as appropriate.
 - h. Arrange pre-construction meetings with contractors, property owners, and staff, as appropriate.
 - i. Conduct progress inspections and recommend approval of progress payments.
 - j. Conduct final inspection.
 - k. Provide progress and/or activity reports and complete projects in a timely manner.

SECTION 3. APPROACH TO REQUESTED SERVICES

Our years of practice in providing the same services as outlined in the RFP in other cities has provided us the ability to customize program documents and forms to ensure the smooth operation of the CDBG and HOME programs..

The AVANT-GARDE principals have had the privilege of working together serving municipalities for over eighteen years. During this time, our Team has worked closely with City staff in a variety of capacities providing State and Federal funding compliance services on housing projects and programs and public works capital projects including community outreach, assisting in the preparation of grant applications, assisting with the preparation of fiscal budgets, and assisting with HOME and CDBG administration. Our familiarity and experience with the municipal government establishes our solid working knowledge of the community, processes and institutions which make us uniquely qualified to assist the City and serve the community. Our Team has been extremely successful in helping cities effectively and efficiently run programs. We work diligently to identify the strengths and weaknesses in currently established programs.

Value added service

The most immediate value that we will add to the City of South Gate is the exponential extension of AVANT-GARDE staff. It is our preferred style to become an extension of the City by combining resources and providing the added ability to take on projects from beginning analysis and strategic planning through implementation. We can call upon the skills of the professionals in our organization to fill in where the City may not have available staff or expertise. While the City staff is engaged in day-to-day operations, our staff has the capacity to evaluate and manage development projects on behalf of the City. Additionally, we share our insights and professional expertise, as well as best practices which we have applied successfully, with staff in the manner of in-house training.

CDBG AND HOME ADMINISTRATION

COORDINATION WITH HUD

AVANT-GARDE is available to assist the City with the required input for the consolidated plan. AVANT-GARDE is available to participate in HUD project and program monitoring reviews and participate in the Single Audit review of HOME and CDBG activities. Upon request, AVANT-GARDE will prepare agenda reports for City Council meetings relating to program activities as needed. As requested by City staff, AVANT-GARDE will attend Council Meetings and make presentations related to program activities.

FISCAL REPORTING

AVANT-GARDE is available to prepare and submit to HUD all required fiscal and programmatic reports. This includes collection of data for submission of quarterly grantee performance reports, Semi-Annual Labor Standards Enforcement reports and Contract and Subcontract Activity Reports as well as preparation and submittal of all other required HUD submissions for the program year. We will also monitor project implementation, progress, and expenditures. AVANT-GARDE will review financial summaries to ensure conformity with project accomplishments. In addition, we will coordinate with the Finance Department and other departments as necessary to ensure that a process is set up for monitoring and tracking of all program expenditures.

PROGRAM MONITORING

AVANT-GARDE will ensure that environmental procedures are followed for CDBG funded programs and or projects. In addition, procurement procedures will be followed and monitored for awarded project contracts funded with CDBG funds. We will also monitor and report program income. AVANT-GARDE will comply with all HUD established guidelines and procedures.

LABOR COMPLIANCE AND SECTION 3 MONITORING

AVANT-GARDE will provide the following services for construction projects that require Labor Compliance and Section 3 monitoring:

- Review of the Specifications to ensure HUD compliance.
- Review documents submitted by contractors following the bid opening.
- Prepare and submit documents following award of contract.

- Attend the Pre-bid meeting and Pre-construction meeting.
- Conduct final file review for project closeout.
- Set up and maintain Labor Standards Enforcement Files.
- Review City's and Contractor's procurement procedures according to federal regulation and advise on corrective actions if required.
- Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Compliance with Section 3.
- Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis-Bacon Wage Decision.
- Reconcile Weekly Certified Payroll Reports (CPR) & Supporting Documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
- Identify violations and investigate complaints of underpayment to workers. Submit and file all required forms to appropriate parties. In the event any labor violations are reported and investigations confirm the violations, prepare investigative reports and backup. Violations will be reported and discussed with the City prior to reporting to the Department of Industrial Relations and any other agencies required by Federal or State Laws and Regulations.
- Identify labor deficiencies and prepare letters of findings. Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken. Final resolutions will be documented.

HOUSING REHABILITATION SERVICES

Currently, City staff implement the Housing Rehabilitation Program. Upon request, AVANT-GARDE is available to provide the following technical assistance and administrative services for the City's housing rehabilitation program.

A. Ongoing program coordination with City staff.

- **Intake/Assessment of Eligibility:**

Make initial eligibility determination of applicants based on established City program eligibility criteria and HUD income guidelines and the apparent need for rehabilitation measures to correct relevant housing code or Housing Quality Standard (HQS) deficiencies.

- **Property Inspection:** Perform site visits to ascertain that approved and contracted/applicable rehabilitation work is proceeding properly and satisfactorily, will authorize (with the homeowner's

written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. The initial property inspection takes place following Consultant's determination of applicant and property eligibility to determine rehabilitation needs for the purpose of the funding recommendation, environmental review and whether or not hazardous materials testing will be necessary.

Homeowner Rehabilitation Program QUESTIONNAIRE

HOME OWNER(S) NAME: _____
 PROPERTY ADDRESS: _____
 HOME TELEPHONE (____) _____ CELL PHONE (____) _____

HOW MANY HOUSING UNITS ARE ON YOUR PROPERTY?
 1 unit ____ 2 units ____ 3 units ____ 4 units ____

DO YOU HAVE A HOME MORTGAGE? No ____ Yes ____

ARE YOUR PROPERTY TAXES PAID TO DATE? No ____ Yes ____

DO YOU HAVE HOME INSURANCE? No ____ Yes ____

DO YOU HAVE ANY LIENS OR EQUITY LINES OF CREDIT AGAINST YOUR PROPERTY?
 No ____ Yes ____ - If yes, check below all those that apply:
 1st Lien/Deed of Trust Amount \$ _____ 2nd Lien/Deed of Trust Amount \$ _____

WHAT IS THE CURRENT BALANCE OWED TO MORTGAGE? \$ _____ OR Paid-off

NUMBER OF PERSONS LIVING IN YOUR HOUSEHOLD? Adults ____ Children ____

TOTAL ANNUAL HOUSEHOLD INCOME: \$ _____
 (Include income of all adults 18 years of age and over)

HOW MANY HOUSEHOLD MEMBERS, 18 YEARS OF AGE & OVER, ARE ATTENDING COLLEGE FULLTIME? _____

CERTIFICATION:
 I certify by signing this questionnaire, that the information stated above is true and correct to the best of my knowledge. I realize that giving false information will result in disqualifying me from assistance of the Homeowner Rehabilitation Program. I understand that acceptance of this questionnaire by the City of _____ does not constitute acceptance to the program.

Signature of Homeowner _____ Date: _____
 Signature of Homeowner _____ Date: _____

- Subsequent inspections take place during the construction phase to verify compliance with contract specifications in order to validate the release of funds from escrow to the contractor. Consultant and the owner will conduct the final inspection upon completion of all work items. Inspections will schedule during the rehabilitation process.

Property Owner
or City Official

CITY OF _____
HOUSING REHABILITATION AND PRESERVATION PROGRAM
PROPERTY INSPECTION LOG

INSPECTOR NAME	DATE INSPECTED	ITEMS INSPECTED	NOTES/COMMENTS
1			
2			
3			
4			
5			
6			
7			
8			
9			

- **Work Write-Ups:** For each eligible unit to be assisted, Consultant will complete a detailed Work Description and Bid Proposal that details the rehabilitation work to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be signed and dated upon approval by the homeowner.
- **Solicitation and Selection of Contractors:** Assist approved homeowners in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units in accordance with the requirements of the Community Development Block Grant (CDBG) and HOME Investment Partnerships Act programs. Consultant will review work orders/contracts/agreements that homeowners will sign in contracting with contractors, and Consultant will assist homeowners in ensuring the description of the work contained in any contracts/agreements/work orders with contractors is as accurate as possible.
- **Loan Underwriting:** Order Policy of Insurance of Record Title (PIRT) to determine the lien structure and how title is held, as well as property appraisals to determine the estimated post-rehabilitation value on units to be assisted with HOME funds. Consultant will also prepare Loan Review Committee (LRC) Report and LRC Agenda & Determination Forms as well as schedule and conduct LRC meetings.

- **Loan Document Execution:** Facilitate the execution of loan documents by the owner and City staff at City offices or at the unit to be assisted. In addition, Consultant shall prepare construction contract and escrow account control instructions; arrange for the City to fund the escrow account and submit Deed of Trust and Request for Notice to title company for recordation following the three (3)-business day cancellation period.

- **Approval of Contractor**

Payments: As rehabilitation

progresses and as invoices are submitted by contractors,

Consultant will verify that the expenses are reasonable and the work has been completed properly (including sign-off by the owner), and will submit to City the applicable form(s)

executed by consultant and property owner indicating that the work has been completed and it is satisfactory. This will be City's verification of Consultant approval of contractor payment(s). Major tasks will

require approval from the City before the Consultant can proceed with work prior to signing a contractor contract.

- **Coordinate with City Staff on Invoices, general administrative issues:** Our staff will work closely with the City's program manager and the City's finance department to ensure that all project costs are tracked, paid and reimbursed.

PAYMENT REQUEST COVER SHEET		CITY OF Housing Rehabilitation and Preservation Program
Property Owner: _____		
Project Address: _____		
Construction Contract Amount: \$ _____		
Payment Request No. 1		
Invoice Amount: \$ _____		
5% Retention Amount: \$ _____		
Amount Paid: \$ _____		
Balance Remaining: \$ _____		
Change Order: \$ _____		
New Contract Balance: \$ _____		
Payment Request No. 2		
Invoice Amount: \$ _____		
5% Retention Amount: \$ _____		
Amount Paid: \$ _____		
Balance Remaining: \$ _____		
Change Order: \$ _____		
New Contract Balance: \$ _____		
Payment Request No. 3		
Invoice Amount: \$ _____		
5% Retention Amount: \$ _____		
Amount Paid: \$ _____		
Balance Remaining: \$ _____		
Change Order: \$ _____		
New Contract Balance: \$ _____		
Payment Request No. 4		
Invoice Amount: \$ _____		
5% Retention Amount: \$ _____		
Amount Paid: \$ _____		
Balance Remaining: \$ _____		
Change Order: \$ _____		

- **Provide public information at the direction of the City:** Our Program Managers are well versed in ensuring that the community is aware of the programs available through the City. If the program needs to be promoted to engage participation are team is ready to assist the City. We have developed program brochures, held community meetings etc.
- **Provide the City with monthly status reports:** Monthly reports will be submitted to the City with an activity log. In addition, our monthly invoices will be broken down per property address to ensure that project delivery costs are kept for each project. This will help to ensure that the project delivery costs are tracked for each project and reimbursed by HUD.

**City of
Housing Rehabilitation and Preservation Program**

ACTIVE LOG

QUALIFICATION PHASE								
No.	Case No.	Name	Phone (323)	Street No.	Street Name	Loan Amount Requested	IP Date	Status
1								
2								
3								
Total:						\$0.00		
BID PHASE								
No.	Case No.	Name	Phone (323)	Street No.	Street Name	Loan Amount	Lead time Requested	Status
1								
2								
3								
Total:						\$0.00		
CONSTRUCTION PHASE								
No.	Case No.	Name	Phone (323)	Street No.	Street Name	Loan Amount	NTF Issued	Status
1								
2								
3								
Total:						\$0.00		
COMPLETED PROJECTS								
No.	Case No.	Name	Phone (323)	Street No.	Street Name	Loan Amount	Start/Complete Date	Status
1								
2								
3								

- **Maintenance of Case Files and Other Records:** For each application, Consultant will assist in maintaining case files, including but not limited to application and documentation of eligibility, work write-ups, contractor selection criteria, copy of contract/agreement/work order between owner and contractor(s), documents on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders as applicable, and contractor invoices for payment (with owner-signed-off). Consultant will also maintain appropriate information on persons

residing in the property, including a list or lists identifying persons in the home immediately before the rehabilitation, after rehabilitation completion, and those moving in during rehabilitation (per 24 CFR 570.606 and 24 CFR 92.353). Consultant will maintain these and other program and financial records in accordance with CDBG and HOME record keeping requirements as specified in the Agreement.

City of

Date of Request: [Select Date]

Home Rehab Program

Anticipated Date of Homeowner
Contract Execution: [Select Date]

Request for NEPA & CEQA Clearance

General Project Information	
1. Applicant's Name(s)	
2. Property Address	
3. Assessor's Parcel Number (APN)	
4. Structure Type & Architectural Style	
5. Year Property Built	
6. Description of Project Scope	
7. Estimated Rehab Cost	
Please attach the following documents with your request.	
8. Property Photos (Include full front & back photos of property) Photos Taken On:	
9. Property Title Report	
10. Property Appraisal Report	

Annual Action Plan

The AVANT-GARDE team will develop an Annual Action Plan that supports the objectives and strategies outlined in five-year Consolidated Plan. Specific benchmarks / performance measures will be developed so that the City and HUD will be able to assess and evaluate the City's progress in reaching its goals. The one-year action plan will be consistent with the minimum requirements outlined in 24 CFR Part 91 as well as with other guidance issued by HUD. City representatives will review and provide comments on the draft of the Annual Action Plan, which the consultants will incorporate into the finalized version.

Consolidated Annual Performance & Evaluation Report (CAPER)

The Consolidated Annual Performance and Evaluation Report (CAPER) provides annual performance reporting on client outputs and outcomes that enables an assessment of grantee performance in achieving the housing stability outcome measure. The CAPER, in conjunction with the Integrated Disbursement Information System (IDIS), fulfills statutory and regulatory program reporting requirements and provides the grantee and HUD with the necessary information to assess the overall program performance and

accomplishments against planned goals and objectives. The Performance Evaluation Report will be prepared pursuant to HUD regulations and guidelines. The evaluation will consist of a review of each individual activity to determine how well Strategic Plan objectives were addressed. It will also demonstrate how well the programs promoted Fair Housing goals and objectives. Housing programs will be reviewed to determine if affordable housing goals were met and/or exceeded. City representatives will review and provide comments on the draft CAPER which the consultants will incorporate into the finalized version and will be available to make presentations at the City Council when requested. AVANT-GARDE will submit the final report to HUD via the IDIS portal as required.

1. Program Methodology & Management

The success of projects often depends on the strength of the collaboration between the city staff and the consultant. To this end, we would initiate this program with a thorough review of the proposal and a discussion of how well it meets the stated goals and objectives of the City. Any gaps, omissions or additional requirements are determined and discussed for possible inclusion in the services to be provided. This initial review is followed by a detailed summary of the methodology, product deliverables and a timeline with benchmarks clearly identified. This document would be approved by the authorized City staff and then becomes the guiding document. Any changes to this original document and timeline are quickly reduced to writing and approved by both the client and our firm. The purpose is to ensure that we are always moving toward the common and agreed upon goal and that the progress is consistent with the needs of the City.

In order for the process and the program to proceed according to the needs of the City of South Gate, it is critical that certain exchanges and procedures occur between staff and consultant. We want to ensure that the staff is fully informed of all tasks undertaken and the results and findings we develop. We will be available and fully prepared to discuss the program and to collaborate when a change in course may be advisable. Most importantly, the City will receive services and product deliverables that are founded

on good planning and economic development principles and in a format that is easy to use, apply and update as conditions may change.

In summary, our approach to program management is to agree on the goals and objectives to be achieved at the inception of the project. The process and product deliverables are reduced to writing so that both the City and our firm have a clear understanding of the project parameters and the method by which success is to be achieved. We prepare a timeline that is updated regularly to ensure that the project remains on track and/or that required extensions are known in advance and agreed upon by City staff. We maintain regular and consistent communication with scheduled meetings to update City staff on the status of the various project tasks and to share findings and results. These basic principles have served our firm well and significantly contributed to the success we have experienced with all of our past assignments.

Stakeholders and Community Outreach: AVANT-GARDE is committed to clear communication, inclusive of internal and external office coordination, coordination with assisting or collaborative consultants, and identified stakeholders. AVANT-GARDE can assist the City in developing communication messages and organizing and managing events and meetings intended to draw attention to the City's programs funded with CDBG and HOME funds.

2. Client Satisfaction

AVANT-GARDE requires that adequate quality assurance/quality control (QA/QC) be implemented on each project. The Project Director provides the leadership and guidance to obtain the end results for all services provided by the company. Generally, a project management plan is prepared. The project management plan defines specific project deliverables, implementation criteria, staff and resource loading, work task schedule with project milestones, and project responsibilities. The project management plan and the QA/QC plan are complimentary and are mutually incorporative. Daily contact by the Project Director with each on-going activity provides support and guidance, maintains focus and momentum, and monitors the quality of work. Regularly scheduled project staff meetings for reviewing and general work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing

costs, and discussing upcoming activities and responsibilities are all standard procedures of our quality assurance to each and every project.

AVANT-GARDE is committed to excellence and stands behind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term program, our clients will always receive our blend of expertise to ensure every one of their goals are met.

3. City Provided Support

Ms. Montoya will serve as the point person. She is familiar with the City process and will aim to prepare concise communications with staff on an as needed basis. By utilizing staff with unique experience and expertise in HUD programming, AVANT-GARDE is well versed and able to problem solve the many anticipated issues. The goal is to get the City back on track with HUD compliance. As an extension of the City team, our goal is to collaborate with staff and to do this we, the consultants, will secure an agreed upon project approach, timeline and list of product deliverables. This activity and the written results are critical to the process and the expected outcome of the program. **Regular Communication:** The basic elements of this collaboration include regular and consistent communication with the City's staff. Regular meeting dates and times will be established as a means to ensure that the program is proceeding according to plan and to advise staff of any recommended changes in direction and/or unexpected delays. **City Staff Review & Comment:** The review and comment by City Staff, with respect to reports and/or other documents, is a critical element to the successful completion of each project and to maintaining the project timeline. **Data Sharing:** We would request that City staff provide relevant reports, demographic data and any other information that would assist us in completing projects on behalf of the City. All data and information that may impact the various projects and/or tasks assigned are requested to understand where gaps may exist and where new data may need to be developed.

SECTION 4. PRIOR EXPERIENCE

The professional staff of AVANT-GARDE well understands the many ways that a single project may affect the multiple layers of government as well as the desired economic growth and development that is of primary concern to businesses, property owners and residents. We use and leverage this information by looking at every angle of a program and/or project to determine the overall impact and how best to design and implement programs that best produce optimum results.

We have extensive experience in serving both major urban cities and small suburban municipalities with our success achieved through close attention to detail, emphasis on meeting the needs of each client and prompt delivery of products, studies and services. Project assignments have included funding strategies and analysis, construction coordination, compliance management, community outreach programs and special projects. Today, we are well-prepared to provide public agencies with several varied consulting services.

As it relates to this RFP for CDBG and HOME Grant Administration services, the AVANT-GARDE staff assigned to this project have provided similar services for the cities of Lynwood, Montebello, Bellflower, El Monte, **South Gate**, Cudahy, Pico Rivera, and Moreno Valley.

South Gate | CDBG & HOME Coordination and Management Services

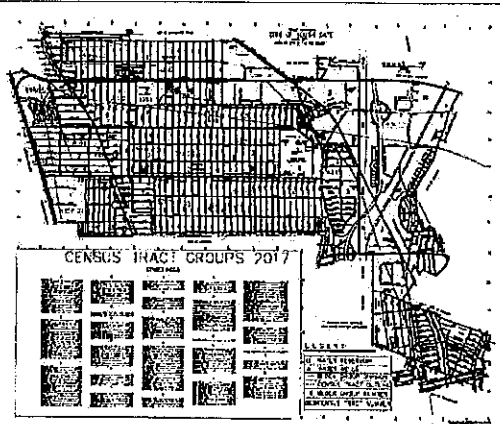
AVANT-GARDE has provided HUD Program Management Services to the City of South Gate since 2018. Our scope of work includes preparation of the Annual Action Plan and program development and support including Action Plan amendments; 2020 Consolidated Plan development and support including community outreach and all amendments; preparation of the 2019-2020 Consolidated Annual Plan Evaluation Report (CAPER); preparation and adoption of updated HOME and CDBG policies and procedures; program and financial compliance requirements (IDIS) and local financial procedural support; and manage program operations for all CDBG and HOME programs including reporting and administration. Program administration support has included building out new programs and establishing guidelines and protocols. Most recently AVANT-GARDE assisted with the launch and underwriting of the City's new Small Business Retention and Creation Grant Program.

Services have included working with the City to correct and respond to HUD Office of Inspector General (OIG) audit findings. Furthermore, AVANT-GARDE provides labor compliance services for CDBG funded capital improvement projects to ascertain compliance with established federal regulations and laws. Most recently, we are assisting the City with the programming and implementation of CDBG-CV funded activities.

Client Contact
Dianne N. Guevara
Management Analyst

Project Completion
Ongoing

Type of Funding
HOME / CDBG



CITY OF SOUTH GATE

2017-2018 ACTION PLAN

FUNDING SOURCE ALLOCATIONS:
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIP GRANT (HIPG)

Montebello | HUD CDBG & HOME Program Compliance Management

AVANT-GARDE provides Program Monitoring and Funding Compliance Services for HOME and CDBG funded programs administered through HUD. As such, AVANT-GARDE provides on-going program compliance monitoring services of sub-recipients and implementation of the City's Housing Program. Services have included working with the City to correct and respond to HUD HOME and CDBG Service Program findings, resulting in significantly reducing the number of findings dating back to FY 2012/13. As part of this effort, AVANT-GARDE assisted in developing systems and processes in accordance with HUD requirements to expend and track funds in a timely and compliant manner and maintain program files in preparation for HUD review and audit. The Housing Rehabilitation Program systems have been updated to include standardized loan documents, program standards, and tracking mechanisms to help the City identify each stage of a project. HOME program accomplishments include acquisition of and conditional commitment of funds for properties. AVANT-GARDE continues to monitor and implement the CDBG Service Program, working with local sub-recipients to ensure adherence to HUD program requirements, including the development of tracking processes and timely submittal of sub-recipient activities and reimbursements. AVANT-GARDE recently assisted the City with developing their updated ConPlan and Analysis of Impediments which includes all related community outreach and coordination with city staff and community stakeholders.

Client Contact
Joseph Palombi
Deputy Director of
Planning/Community
Development

Project Completion
Ongoing

Type of Funding
HOME / CDBG



Lynwood | HUD Program & Compliance Management

AVANT-GARDE was hired by the City of Lynwood to provide Community Development (Housing) services, which include the administration and implementation of the City's CBDG and HOME program including but not limited to: Housing Rehabilitation Program, implementation of a variety of housing related tasks, project management services as assigned by the Community Development Director, and support for miscellaneous Community Development activities. On-going administration of the HUD program included: preparation of environmental reviews (up to level of Environmental Assessment) for all activities; management of IDIS system (set-up, revise and fund activities, update accomplishments and beneficiary information); preparation of agreements, including sub-recipient agreements, MOUs and housing agreements; assistance in department budget preparation; assistance in implementation of Property Rehabilitation Programs; responsibility of financial management, approving payment requests while monitoring HOME expenditures; and administering and monitoring contracts of housing projects. Currently, AVANT-GARDE is assisting with the Housing Rehabilitation Program, Environmental Reports for capital improvement projects, and Labor Compliance.

Client Contact
Michelle Ramirez
Acting City
Manager

Project Completion
Ongoing

Type of Funding
HOME / CDBG



Cudahy | CDBG Administration & Housing Rehabilitation Services

AVANT-GARDE was hired by the City of Cudahy to provide technical assistance for the administration and implementation of the City's CDBG projects. Responsibilities include the preparation of the on-line "Agreements to Implement" annual CDBG programs with LACDC and the preparation of processing of any necessary amendments to the "Agreement to Implement" for ongoing projects. Duties include, coordination with City staff to gather all necessary documentation for LACDC program monitoring and audit preparation, preparation and completion of LACDC and HUD reports and documents, ensuring administration of all applicable federal, state, and local laws, rules, regulations, and policies are adhered to and the overall administration of the housing rehabilitation program, including collecting data and preparing necessary reports for the City, CDC and HUD. In addition, AVANT-GARDE provides CDBG financial management assistance, acts as a City liaison and representative to the LACDC, and administers CDBG funded projects through applicant file review and income qualification, property inspections, and bid administration, including the coordination of pre-construction meetings with the LACDC, contractors, property owners, and staff.

Client Contact
Jenny Hernandez
Human Resources
Manager

Project Completion
On-going

Type of Funding
CDBG



Bellflower | Housing Management Services

AVANT-GARDE provides oversight of the HOME and CDBG program for the City of Bellflower. Activities include implementation of the Housing Rehabilitation and First Time Homebuyer programs; IDIS management and training of accounting staff; income qualification of program applicants; preparation of CAPER; project management on Affordable Housing development projects, and management of the CDBG Public Services program. AVANT-GARDE has updated HOME, CDBG, and Code Enforcement policies in accordance with HUD requirements, provided technical assistance to update and amend the Action Plan, Consolidated Annual Performance and Evaluation Report, and other reporting documents as required by HUD including the 2020 5-year Consolidated Plan and AI. Most recently, assisting the City with the programming and implementation of CDBG-CV funded activities.

Client Contact
Jim DellaLunga
Director of Economic
Development

Project Completion
Ongoing

Type of Funding
HOME / CDBG



El Monte | HOME & CDBG Compliance & Monitoring

AVANT-GARDE is assisting the City of El Monte with program management of HOME, CDBG and ESG programs. Services include project management of the public services program; management of CDBG funded CIP's; oversight of the 5-year Consolidated Plan, AI and Annual Action Plan; on-site monitoring and compliance review; and technical assistance to update and amend the CAPER. Staff assisted the City with preparation of the Housing Rehabilitation Program Guidelines. We also assisted the City with preparing bid packages for the rehabilitation of City-owned properties and worked with the City's selected relocation services consultant to coordinate the temporary displacement of tenants at City-owned properties while improvements were constructed and monitored rental properties. Most recently, assisting the City with the programming and implementation of CDBG-CV funded activities.

Client Contact
Betty Donavonik
Community
Development
Director

Project Completion
Ongoing

Type of Funding
HOME / CDBG / ESG



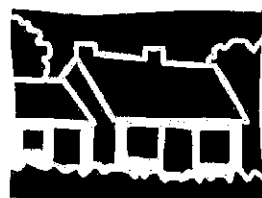
Moreno Valley | HOME Funding Compliance Services

AVANT-GARDE was retained by the City of Moreno Valley to assist with committing HOME funds for two affordable housing projects facing a lapse of funds. Our scope of services included CHDO certification; preparation of NEPA documentation for the project; and project coordination to ensure development and execution of the HOME Commitment Agreement which included coordination with the City Attorney, City staff, and the CHDO; preparation of Council staff reports and coordination with designated City consultants for preparation of the layering analysis and feasibility study. We are currently under contract to provide a variety of services including Project Management services to carry out two rental projects; monitoring the Emergency Solutions Grants (ESG) program and its subrecipients including review of policies & procedures, eligibility requirements, reporting & performance measurements, administrative costs, procurement, and recordkeeping; updating and preparation of the Assessment of Fair Housing, Citizen Participation Plan, and Consolidated Plan which includes all related community outreach and coordination with city staff and community stakeholders.

Client Contact
Dena Heald
Financial Operation
Division Manager

Project Completion
Ongoing

Type of Funding
HOME



**RIVERSIDE
HOUSING
DEVELOPMENT
CORPORATION**



Pasadena | Housing Management Services

AVANT-GARDE provided Interim Housing Manager Services to the City of Pasadena. As the Interim Housing Manager, AVANT-GARDE was responsible for Community Development Strategic Planning, Housing Production and Management, Housing Division Management, and housing production for the homeless.

We are currently providing fund management services including programs such as CDBG, HOME, and ESG. The scope of work for fund management services includes coordination with City Staff to review HUD funded program documents, funding status, action plans and proposed projects, coordinate and correspond with the HUD Program Manager. Our staff also conducts an analysis of each project to ensure that the projects are properly recorded in adherence with the funding source. In addition, we coordinate with City staff and identify new projects that will need to be recorded, conduct activity Set Up, activity funding, drawdowns, activity completion and reporting in the IDIS system.

Client Contact
Julie Gutierrez
Assistant City Manager

Project Completion
2011

Type of Funding
HOME / CDBG

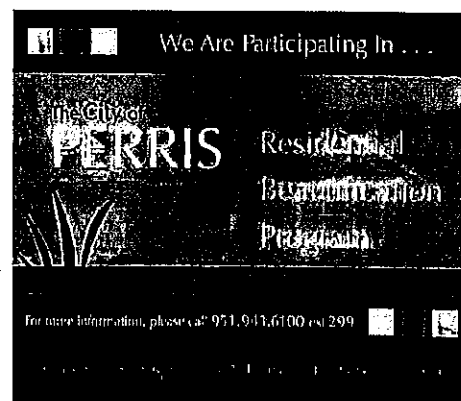
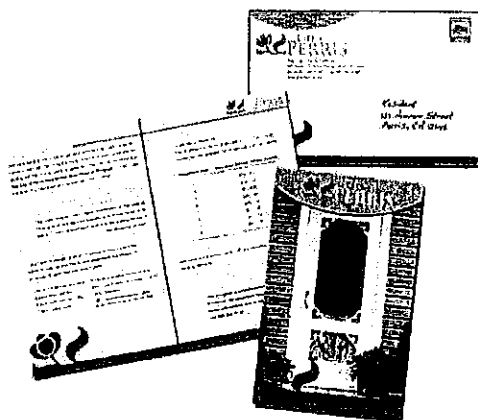


Perris | Housing Rehabilitation Services

AVANT-GARDE was retained by the City of Perris to perform a housing revitalization analysis and establish a program to include development of detailed program guidelines and procedures including criteria for eligibility and process for qualifications. AVANT-GARDE assisted the City in program implementation by assigning staff to carry out specific responsibilities to ensure program success. We monitored activities from beginning to end to ensure successful completion of the Rehabilitation work. Some activities included reviewing applications and documents submitted to ensure that residents qualify under the criteria established in the guidelines. Our staff worked with the residents for approval of the proposed rehabilitation work, develop the work descriptions needed and monitored the bidding process for contractor selection. In addition, our marketing team produced effective promotional materials which assisted with public awareness and kept residents and local interests informed.

Client Contact
Richard Belmudez
City Manager

Project Completion
2007



Public Outreach Experience

We are unique among consultants in that our expertise and experience in branding, marketing, graphic design, web development, public relations, community outreach, project management, program analysis, implementation, and publication has been developed from both a client's and user's perspective. Our specialized knowledge of public agency allows us to tailor-make programs that provide maximum results. Whether we are working on a specific project or a long-term campaign, our clients will always receive our unique blend of expertise, ensuring their goals are reached. Our team works with all key players in implementing a successful program, including agency staff, contracted project managers, community leaders, and elected officials.

AVANT-GARDE has leveraged several community projects into highly visible, highly successful efforts that have effectively crossed lines of color, culture, and language to mobilize and motivate, change social mindset, educate, and create awareness.

Community outreach equals empowerment. More than disseminating information, AVANT-GARDE elicits community dialogue. Through advocacy and inclusion, a community is balanced and strengthened. These long-lasting benefits are the result of the techniques employed by our staff in communities throughout Southern California where we specialize in serving multi-lingual diverse communities. Our team develops effective messages and coordinates events that draw attention to the agency's continued commitment to the community. We build communication tools that maximize community input and participation.

Outreach activities include:

- Refine and Finalize Project Scope
- Identify and Prioritize the Audience
- Develop Message / Theme
- Select Communication Channels
- Conduct Community Outreach Events such as Meetings and Surveys
- Identify Concern and Reply

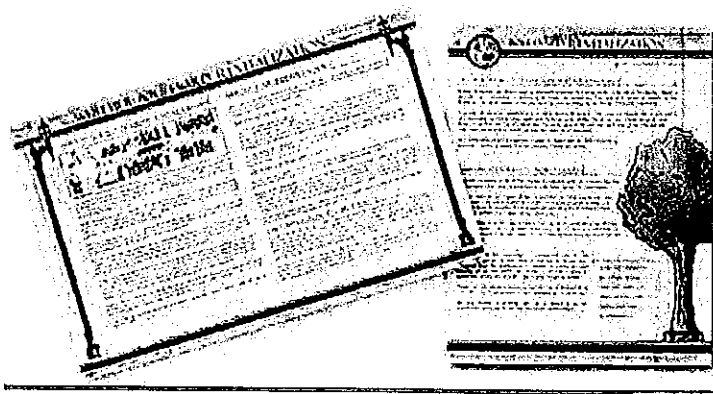
Our team has produced materials that have effectively reached diverse communities and have helped create awareness, educate, mobilize and change social behavior. In

AVANT GARDE

Grant
Compliance
Funding Management
Community Outreach

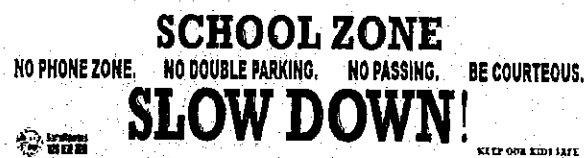
every case the creative collateral was developed with the input of community stakeholders (task forces, advisory committees, etc.) as well as target audiences themselves. AVANT-GARDE has always recognized and valued the voice of the community in communication efforts in education and outreach campaigns.

The following is a sample of services provided to some of our municipal clients:



Montebello – Developed Community Development marketing materials, a city-wide newsletter, grant writing, quarterly recycling newsletter, labor compliance and fund administration. In an effort to improve the downtown business district, the City of Montebello undertook a project to fully revitalize

Whittier Boulevard in the heart of downtown Montebello. The total project cost was in excess of \$10 million. Due to the number of businesses and residents impacted, a comprehensive community outreach and awareness campaign was implemented. Components of the campaign included ongoing resident and business notification, convenient community input meetings, monthly project newsletter, construction impact support to businesses, and development of a community festival held at project completion, which became an annual event for many years. Implemented the outreach component of the Safe Routes to School grant award for La Merced Elementary, La Merced Intermediate, and Wilcox Elementary schools including creating, producing, and delivering a driver awareness banner to each school.



AVANT GARDE

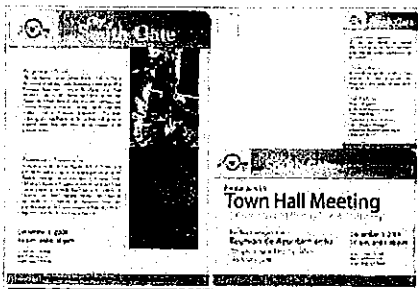
Grants
Compliance
Funding Management
Community Outreach

Bell Gardens – Provided construction management support services for the Ford park project, project management services, fund administration, grant writing, program development, and community outreach services.



AVANT-GARDE administered the Safe Routes to School Education Outreach Program which included development of a website, point of contact materials, a **bilingual magazine** and outreach activities to

implement the Bell Gardens Safe and Healthy Kids Program. The Program consisted of a comprehensive mix of Education, Encouragement, Enforcement, and Evaluation designed to educate students and adults on the health benefits and safe practices of walking and bicycling to school.



South Gate – In concert with the construction of a new elementary school, the City of South Gate needed to widen streets to accommodate the anticipated increased traffic. The neighborhood streets were narrow and therefore the planned widening had a significant impact on residences landscaped yards, irrigation systems, driveways and walkways. Outreach services included the design and development of project brochures and meeting notices; facilitation of numerous community

meetings; production of presentation materials and power point. Materials were developed to communicate the Project's purpose and need, benefits, project description and schedule. **All materials and presentations were in English and Spanish.**

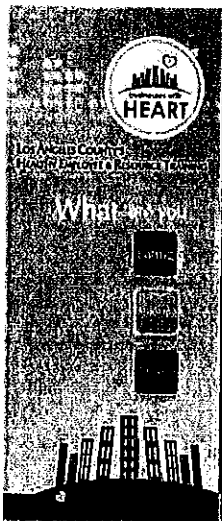
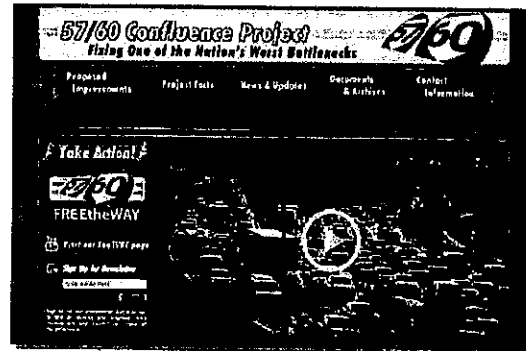
Perris - Developed and administered the City's Housing Rehabilitation Program. Promotional materials were developed which assisted with public awareness and kept residents and local interests informed.





Industry - (SR57/SR60 Confluence Project) The Confluence Project is a phased program of improvements to improve traffic flow on Grand Avenue and within the SR-57 and SR-60 Interchange. The project consists of widening Grand Avenue, adding on and off-ramps, and the addition of bypass lanes to significantly reduce the weaving and

resulting congestion and accidents. Key stakeholders include Los Angeles County Metro; Los Angeles County Districts 1 and 4 Supervisors; Los Angeles County Parks and Recreation Department; Caltrans; 121 million commercial and personal commuters that pass through the confluence annually; area residents and businesses in Diamond Bar, Industry, Walnut, Rowland Heights, Pomona, and Chino Hills; the Los Angeles and Long Beach Ports; and elected officials representing California and the four adjacent counties of Los Angeles, Orange, San Bernardino, and Riverside. Outreach services included design of project logo and branding, development of point of contact materials including project brochures, folders, handouts, design and development of the *Freetheway.org* website, and community outreach efforts inclusive of presentations and public hearings to garner support for the project. AVANT-GARDE coordinated a Caltrans sponsored public meeting held in Diamond Bar and coordinated with Caltrans on the Environmental Impact Report (EIR).



Los Angeles County Health Department – administered the Los Angeles County Tobacco Control & Prevention Program. Provided health related training and presentations, identified target populations, conducted outreach, developed and conducted presentations and meetings to target populations to promote smoking cessation services. Also assisted in the development of the Program tool kit, media kit, educational content and all other program related documentation. Maintained all administrative reports and invoices and ensured all contract requirements were met. As well as Monitored program expenditures and overseeing all budget revisions.



Los Angeles County: for the Cities of Carson & Long Beach – Outreach team held community meetings to ensure participation and to solicit input in the hopes of reaching consensus regarding the Compton Creek and Dominguez Flood Risk Mitigation Alternatives Study.



Labor Compliance Experience

Listed below are projects whereby AVANT-GARDE provided labor compliance services. In many instances our team supported the project by performing project management and funding administration services in addition to labor compliance. Projects highlighted in gray were funded with Community Development Block Grant (CDBG) funds or required Section 3 monitoring.

City of Lynwood

- Palm Ave. Water Improvements; In Progress; CON Cost: \$1,113,682
- Virginia Ave. Improvements; In Progress; CON Cost: \$929,412
- Duncan, Edgebrook, Elmwood, Fernwood, Harris & Lavinia Pavement Rehab; In Progress; CON Cost: \$191,000
- Sanborn Ave. & Mulford Ave. Parking Lot Improvements; In Progress; CON Cost: \$326,434
- Go Green Energy & Solar Project; In Progress; CON Cost: \$7.3 million
- Hulme Ave. Improvements; In Progress; CON Cost: \$618,401
- Peach & Le Sage Improvements; In Progress; CON Cost: \$1,712,255
- City Hall North & Tenant Improvement; In Progress; CON Cost: \$795,000
- ATP Cycle 2 Community Linkages; In Progress; CON Cost: \$2,053,967
- Bullis Rd. Improvements; In Progress; CON Cost: \$437,000
- Capistrano Ave Improvement; In Progress; CON Cost: \$781,743
- Emergency Generator; In Progress; CON Cost: \$824,000
- Fertile St. Improvements; Completed: April 2020; CON Cost: \$181,266
- Duncan Ave. Improvements; Completed: October 2019; CON Cost: \$829,000
- Louise Ave. Improvements; Completed: July 2019; CON Cost: \$1,553,000
- Virginia Ave. Improvements; Completed: October 2019; CON Cost: \$1,540,000
- Palm Ave. Improvements; Completed: October 2019; CON Cost: \$300,000
- Street Rehab & Water Main Upgrade for Birch; Completed: September 2018; CON Cost: \$1,189,000
- Street Rehab & Water Main Upgrade for Beechwood Ave; Completed: November 2018; CON Cost: \$1,671,000
- Bateman Hall Roof Replacement Project; Completed: May 2018; CON Cost: \$370,800
- Sidewalk Improvement Project; Completed: April 2018; CON Cost: \$94,820

- Emergency Reservoir/Booster Valve Replacement; Completed: June 2018; CON Cost: \$108,745
- City Park T-Ball; Completed: July 2018; CON Cost: \$392,961
- Long Beach Blvd Ph. 2; Completed: August 2019; CON Cost: \$3,128,879
- Long Beach Blvd Ph. 1; Completed: August 2019; CON Cost: \$3,589,849
- Olanda Street Improvements; Completed: January 2019; CON Cost: \$261,000
- Citywide Slurry Seal; Completed: December 2018; CON Cost: \$511,000
- SCADA Upgrade; Completed: December 2018; CON Cost: \$754,000
- Water Distribution Sample Stations; Completed September 2018; CON Cost: \$121,000
- Thorson Ave. Water Line; Completed: August 2018; CON Cost: \$115,220
- Water Well No. 5; Completed: December 2017; CON Cost: \$45,000
- Water Well No. 8; Completed: March 2018; CON Cost: \$11,221
- Water Well No. 11; Completed: September 2017; CON Cost: \$54,620
- Water Well No. 19; Completed: June 2017; CON Cost: \$54,620
- Bus Stops Improvements; Completed: April 2017; CON Cost: \$370,917
- City Hall Annex; Completed: October 2017; CON Cost: \$5,472,000
- HSIP Pedestrian Improvements; Completed: October 2017; CON Cost: \$412,000
- Street & Water Main Improvement Wisconsin Ave; Completed: October 2017; CON Cost: \$644,496
- Street Improvement Redwood Ave; Completed: November 2016; CON Cost: \$410,458

City of Temple City

- Temple City Blvd; Completed: January 2018; CON Cost: \$314,500
- El Monte Ave; Completed: January 2018; CON Cost: \$1,078,400
- Rosemead Blvd; Completed: September 2014; CON Cost \$18,000,000
- Traffic Signal-Temple City Blvd & Las Tunas; Completed: January 2012; CON Cost: \$176,000
- Freer Street Overlay; Completed: December 2010; CON Cost: \$599,000
- Traffic Signal – Ellis Lane; Completed: June 2010; CON Cost: \$112,000
- Traffic Signal – Rosemead, Longden and Broadway; Completed: January 2011; CON Cost: \$236,500

City of Alhambra

- 2020 Street Improvements; In Progress; CON Cost: \$325,000

- Almansor Park Improvement Project; Completed April 2018; CON Cost: \$1,755,944
- Almansor Park Open Space Improvements; Completed April 2018; CON Cost: \$129,122
- Emery Park Restroom Rehab; Completed April 2018; CON Cost: \$38,857.50
- Lindaraxa Park Pillar Reconstruction; Completed March 2018; CON Cost: \$33,600
- Atlantic Blvd at Main St ADA; Completed: January 2018; CON Cost: \$53,450
- Almansor Security Light Replacement; Completed: December 2016; CON Cost: \$67,960
- Almansor Jogging Trail Reconstruction; Completed: December 2016; CON Cost: \$60,000
- Almansor Playground Rubberized Resurfacing; Completed: May 2017; CON Cost: \$85,600
- Granada Park Parking Lot Resurfacing & Pool Locker Room Floor Resurfacing – Whitney Floor Complex Resurfacing; Completed: May 2015; CON Cost: \$50,000
- Almansor Picnic Shelter Replacement; Completed: August 2015; CON Cost: \$55,000
- Almansor Gym HVAC & Granada Gym Flooring & Equipment; May 2015; CON Cost: \$250,000
- Alhambra Park ADA Pool Lift; Completed: November 2014; CON Cost: \$4,598
- ADA Improvements; Completed: April 2014; CON Cost: \$13,325
- Almansor Gym Flooring; Completed: April 2016; CON Cost: \$30,100

City of South Gate

- Seaborg House Relocation; Completed: April 2020; CON Cost: \$369,000
- Citywide Concrete Repairs Phase V & Walnut Street Parking Lot; Completed: October 2018; CON Cost: \$687,000

City of Hermosa Beach

- CDBG ADA Improvements; Completed: July 2019; CON Cost: \$161,100

San Gabriel River Water Committee

- Water Gate Improvement; Completed: January 2020; CON Cost: \$1,217,700

City of Cudahy

- Clara and Cudahy Park Restroom Rehab; In Progress; CON Cost: \$288,556
- ATP Cycle 1; Completed: October 2017; CON Cost: \$1,003,933
- HSIP Cycle 6; Completed: July 2019; CON Cost: \$233,000
- Bedwell Hall Re-roofing Project; Completed: November 2014; CON Cost: \$151,980

City of Montebello

- Montebello Blvd. Bike Lane & Sidewalk Improvements; In Progress; CON Cost: \$5,766,226
- Bus Shelter Improvements; Completed: February 2019; CON Cost: \$1,749,549
- Pavement Repairs & Skin Patching; Completed: January 2018; CON Cost: \$142,673
- 10th Street Improvements; Completed: November 2017; CON Cost: \$125,905
- Traffic Signal Upgrades – Various; Completion: 2016 CON Cost: \$860,000
- Washington Blvd Ph. II; Completed: October 2016; CON Cost: \$812,852
- Alley Improvement; Completed: September 2015; CON Cost: \$187,553
- Vail Ave. Improvement; Completed: November 2015; CON Cost: \$201,150
- Beverly Blvd. Improvements; Completed: September 2014; CON Cost: \$429,381
- Traffic Signal-Montebello Way; Completed: October 2016; CON Cost: \$726,640
- Safe Routes to School; Completed: August 2013; CON Cost: \$572,703
- Federal Safe Routes to School; Completed: March 2012; CON Cost: \$285,000
- Whittier Boulevard Revitalization Phase II; Completed: March 2011; CON Cost: \$749,000
- Neighborhood Citywide Sidewalk; Completed: November 2010; CON Cost: \$1,600,000
- Safe Routes to School Greenwood and Washington; Completed: May 2010; CON Cost: \$172,000
- Whittier Boulevard Revitalization Phase 1; Completed: 2009; CON Cost: \$8,000,000
- Traffic Signal-Garfield Avenue/Via San Clemente; Completed: August 2009; CON Cost: \$138,988

Metro

- Cesar Chavez Transit Pavilion; In Progress; CON Cost: \$1,908,107
- MBL Track & System Refurbishment; In Progress; CON Cost: \$67,953,655
- MBL & MGL Fire Alarm and Fire Suppression Systems Retrofit; In Progress; CON Cost: \$3,258,500
- Div. 5 Re-roofing & Div. 7 Concrete Repair; Completed: March 2020; CON Cost: \$3,258,500
- Westside Purple Line Extension; Completed: October 2019; CON Cost: \$244,000,000
- Pavement Replacement at Division 7; Completed: November 2018; CON Cost: \$1,500,000
- Westside Subway Extension; Completed: January 2017; CON Cost: \$20,250,000

- I-405 & SR 134 Soundwall Packages 4&5; Completed: October 2014; CON Cost: \$18,973,000
- CNG Emergency Operators; Completed: October 2014; CON Cost: \$881,145
- Lighting Upgrade; Completed: June 2013; CON Cost: \$1,662,000
- Bus Stop Improvement; Completed: June 2013; CON Cost: \$627,000
- Division 3 Master Plan; Completed: July 2012; CON Cost: \$4,973,000
- Trash and Vegetation Removal; Completed: March 2013; CON Cost: \$4,800,120

City of La Mirada

- Neff Historical Site Restoration; Completed: June 2019; CON Cost: \$245,454
- Traffic Signal-Artesia Blvd/Industry Circle; Completed: December 2017; CON Cost: \$206,511
- Traffic Signal-Valley View Blvd & Adoree St; Completed: January 2017; CON Cost: \$362,200
- Foster Park Street Improvements Phases 2-4; Completed: February 2016; CON Cost: \$4,700,000, \$650,121, \$1,952,048
- HVAC City Hall; Completed: February 2014; CON Cost: \$377,388
- Alondra/Valley View Improvements; Completed: April 2012; CON Cost: \$2,500,000
- La Mirada Boulevard Improvements; Completed: April 2010; CON Cost: \$635,000
- Beach Boulevard Improvements; Completed: 2008; CON Cost: \$635,000

City of Bell Gardens

- HSIP Cycle 8; In Progress; CON Cost: \$480,409
- Gage Ave Rehab; In Progress; CON Cost: \$257,000
- Citywide Safety Enhancement; Completed: November 2018; CON Cost: \$1,117,050
- Suva Street Rehab; Completed: September 2017; CON Cost: \$242,420
- Opticom Emergency Vehicle Preemption; Completed: July 2015; CON Cost: \$247,623
- Safe Routes to School Non-Infrastructure; Completed: February 2015; Cost: \$170,000
- Eastern Avenue; Completed: July 2008; CON Cost: \$2,000,000
- ARRA Phase II Street Improvements; Completed: December 2009; CON Cost: \$415,000
- ARRA Phase I Street Improvements; Completed: February 2010; CON Cost: \$714,000
- Federal Safe Routes to School; Completed: August 2012; CON Cost: \$321,000
- Foster Bridge; Completed: January 2013; CON Cost: \$163,000
- Florence Place; Completed: February 2015; CON Cost: \$190,954

City of Pico Rivera

- Senior Center Flooring Renovation; In Progress; CON Cost: \$92,500
- Durfee Avenue ADA Ramp Improvements; Completed February 2018; CON Cost: \$86,750
- Commercial Façade; Completed: March 2018; CON Cost: \$126,213
- Commercial Façade; Completed: May 2018; CON Cost: \$48,180
- Citywide Roadway Improvements; Completed: May 2016; CON Cost: \$269,213
- Commercial Façade; Completed: June 2014; CON Cost: \$108,322
- La Cocina Façade Rehab; Completed: August 2012; CON Cost: \$37,511
- Beverly Boulevard; Completed: November 2011; CON Cost: \$2,400,000

City of Huntington Park

- Pacific Blvd Lighting & Beautification; Completed: February 2019; CON Cost: \$871,707
- Splash Pad; Completed: September 2017; CON Cost: \$719,440
- Middleton SRTS; Completed: November 2017; CON Cost: \$369,740

City of Commerce

- Washington/Yates; Completed: July 2018; CON Cost: \$719,220

City of El Monte

- Fletcher "Fetch" Dog Park; In Progress; CON Cost: \$800,000
- Downtown Parking Structure; Completed: December 2017; CON Cost: \$1,197,425

City of South El Monte

- Peck and Rush Traffic Signal & Light Modification; In Progress; CON Cost: \$609,000
- Senior Center Restroom Renovation; In Progress; CON Cost: \$76,800

City of West Covina

- Senior Center Restroom Renovation; In Progress; CON Cost: \$230,000

City of Monterey Park

- ADA Curb Ramps & Sidewalk Repairs; Completed: December 2018; CON Cost: \$269,450

City of Baldwin Park

- Ramona Blvd Phase I and II; Completed: 2011; CON Cost: \$2,450,000

City of Maywood

- Sidewalk Improvements Phase I; Completed: September 2006; CON Cost: \$177,000
- Sidewalk Improvements Phase II; Completed: 2007; CON Cost: \$365,000

- Slauson Avenue; Completed: September 2008; CON Cost: \$827,000

City of La Puente

- Local Street Resurfacing Project, Temple, Orange & Sunset; Completed: 2002; CON Cost: \$284,000
- Local Street Resurfacing Project, Sunset, Nelson and Unruh; Completed: November 2003; CON Cost: \$333,000
- Community Center ADA Improvements; Completed: September 2004; CON Cost: \$208,000
- Hacienda Reconstruction; Completed: September 2004; CON Cost: \$320,000
- City Hall Elevator; Completed: September 2005; CON Cost: \$223,000
- Safe Routes to School Sidewalk Improvements; Completed: October 2005; CON Cost: \$247,000
- Local Street Resurfacing Project, Puente & Nelson; Completed: 2007; CON Cost: \$305,000
- Senior Center; Completed: November 2008; CON Cost: \$91,587.00
- Local Street Resurfacing Project, Hacienda & Elliot; Completed: August 2008; CON Cost: \$224,000
- Sidewalk Improvements; Completed: September 2008; CON Cost: \$334,000
- Local Street Resurfacing Project, Hacienda & Elliot; Completed: April 2009; CON Cost: \$300,000
- Main Street; Completed: 2009; CON Cost: \$400,000
- Hacienda Blvd. Reconstruction; Completed: 2009; CON Cost: \$741,477.16
- Street Overlay; Completed: 2009; CON Cost: \$224,620
- Slurry Seal; Completed: March 2009; CON Cost: \$274,087.70
- Handicapped Ramps and Sidewalks Phase II; Completed: July 2009; CON Cost: \$341,043.00
- Valley Boulevard Improvement Project; Completed: 2010; CON Cost: \$317,832
- La Puente Park Sidewalk; Complete: 2009; CON Cost: \$123,066.10

Women's and Children Crisis Shelter

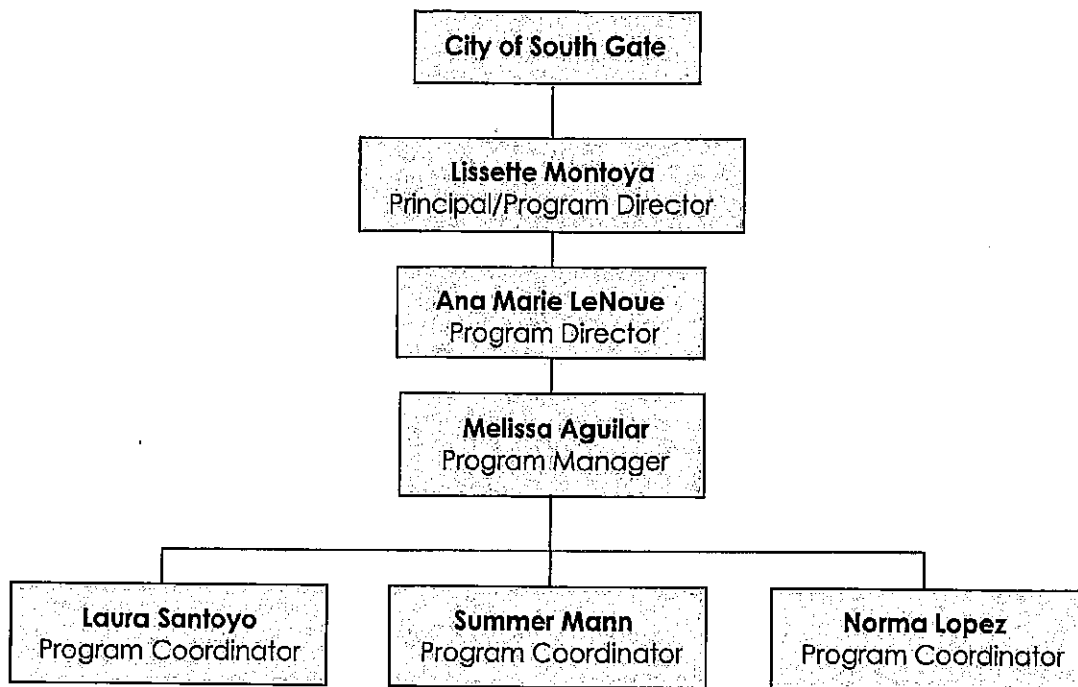
- Outreach Center Improvements; Completed: October 2008; CON Cost: \$66,000



SECTION 5. PROGRAM TEAM & MANAGEMENT

To provide exceptional services to the City of South Gate, we have compiled a highly qualified and experienced team. Firm Principal, Lissette Montoya, will serve as the Program Director or key person whom the City will have day to day interaction with and who will be the sole point of contact. Ms. Montoya will oversee all assigned staff and ensure successful administration of program and document development. Our Program Director will be supported by our in-house Program Director-Ana Marie LeNoue, Program Manager-Melissa Aguilar, Program Coordinator-Norma Lopez, Program Assistant-Laura Santoyo, and Program Assistant-Summer Mann.

AVANT-GARDE understands the importance of maintaining professionalism while delivering exceptional customer service to all parties involved, including administrators, city staff, residents, businesses, various agency representatives, and elected officials. The proposed Team has outstanding communication and work skills. Ms. Montoya and Ms. LeNoue have served as municipal employees prior to joining the firm. As such, AVANT-GARDE has a unique understanding and respect for the "City Hall culture" and have the ability to work in a team environment within a public atmosphere that is demanding and fast paced. Furthermore, AVANT-GARDE has had the pleasure of serving a variety of communities and multi-cultural environments with great success. To that note, Ms. Montoya, Ms. Aguilar, Ms. Lopez, and Ms. Santoyo are bilingual in English and Spanish. Our years of success is clearly dependent on our interpersonal skills and the ability to respectfully, clearly and concisely communicate both orally and in writing.





Grant
Compliance
Funding Management
Community Outreach

Lisette Montoya

Principal / Program Director

Years of Experience:

18+ years

Education:

B.S. Business
Management,
California State
Polytechnic University
Pomona

A.A. General Studies,
Mount San Antonio
College

Professional Affiliations:

National Women Political
Caucus – LA Metro
National Association of
Professional Women

Ms. Montoya has 18 years of experience in Program Management and has been with AVANT-GARDE since 2006. As a Program Director, Ms. Montoya will oversee all assigned staff and ensure successful administration of the Program. Ms. Montoya's expertise is in administering federal and state funded projects, program development, compliance management and records management. She provides funding administration to ensure cities develop their projects in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City.

RELEVANT EXPERIENCE

Ms. Montoya and her team have extensive experience in grant writing, project monitoring, labor compliance and funding administration services to ensure that the funding secured is spent per the requirements of the funding agency and within the required timelines. She also has experience in strategic budget planning specifically with Capital Improvement Programs.

Ms. Montoya has assisted various agencies in performing a variety of analyses and studies to identify State and Federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses.

Ms. Montoya also has experience in public relations coordination, community outreach efforts, community relations and focus group moderation in both English and Spanish. Ms. Montoya has worked with several municipalities under contract to assist with managing and monitoring the cities' CDBG, HOME and ESG programs. This includes reviewing expenditure reports and commitment reports for programmed activities. She has conducted reviews of CAPER's as well as Consolidated Plans and assisted with the public hearing

process for amendments. She serves as project liaison with HUD regarding HOME program and CDBG activities. She has provided oversight for development of sub-recipient agreements as well as monitoring for Community Housing Development Organizations (CHDO) qualifications. Relevant City Experience includes: Lynwood, Bellflower, Moreno Valley, Montebello, El Monte, Temple City, Bell Gardens, La Mirada, Perris, South Gate, Bell Flower and Pasadena.

Ana Marie LeNoue

Principal / Program Director

Years of Experience: 27+ years

Education:

B.S. Business
Management,
University of Phoenix

Ms. LeNoue has over 30 years of experience in municipal services and has been with AVANT-GARDE since 2006. She is the President and C.E.O. of AVANT-GARDE. Ms. LeNoue is capable of overseeing the CDBG public services program, identifying and implementing appropriate outreach efforts for the various elements of the Housing Program and assisting with the development of administrative deliverables such as the program evaluation report, required staff and agenda reports, as well as other duties as assigned.

Ms. LeNoue established the company's foundation in municipal services based on her extensive program management experience that includes 16 years as a municipal employee managing various capital projects and programs. She presently directs the company's Community Outreach program, Grants program, and CDBG Public Services. Ms. LeNoue is a versatile, dynamic, results-oriented leader with a strong track record of performance in high-paced and uniquely challenging organizations. She utilizes keen analysis, insights and team approach to drive organizational improvements and implementation of sound practices. Ms. LeNoue has superior interpersonal skills, capable of resolving multiple and complex issues and motivating staff to peak performance. She has an excellent understanding of the political culture and extensive administrative, operational, fiscal and program management experience.

RELEVANT EXPERIENCE

Currently a member of the CDBG Management Team responsible for the **Cities of Montebello, Lynwood, Pico Rivera, South Gate, and Bellflower** Public Services portion of the program inclusive of managing the sub-recipients, program marketing and facilitating presentations for various portions of their HUD programs including Housing Rehabilitation Program, updating policies and procedures, and providing coordination between HUD and City staff. Assisted the **City of Montebello** to reach HUD compliance by overcoming numerous findings received in previous program fiscal years. Currently assisting the Cities of Montebello and Bellflower with developing their Consolidated Plan and Analysis of Impediments.

Currently providing oversight and coordination with the **City of Moreno Valley's** Assessment of Fair Housing, Citizen Participation Plan, and Consolidated Plan which includes all related community outreach and coordination with city staff and community stakeholders.

Melissa Aguilar
Program Manager

Years of Experience
10+ years

Education
MLIS Candidate,
San Jose State University,
CA

B.A. English,
Scripps College, Claremont,
CA

Ms. Melissa Aguilar has over 10 years of experience in Federal and local programs and has been with AVANT-GARDE since 2020. Ms. Aguilar has extensive experience in the non-profit sector with a focus on youth workforce development programs. Her duties have included program development, implementation, management, data validation, subrecipient management, staff management, and compliance. Ms. Aguilar's role in AVANT-GARDE includes project management related to Capital Improvement Projects (CIP), Community Development Block Grant (CDBG) and HOME funded housing rehabilitation programs. Ms. Aguilar's role in this program will include monitoring of files, reports, and important dates and assisting an as-needed support basis.

RELEVANT EXPERIENCE

City of Cudahy

Coordinates project activities for the City's CDBG program. Monitors CDBG-funded projects, activities, and sub-recipients to ensure grant performance and compliance are met. Prepares and submits necessary reporting into the LACDA system. Assists with the preparation of City and HUD-required reports for submission.

City of South Gate

Monitors CDBG-funded projects, including setting up and providing oversight to a business assistance program. Assists with the preparation of the Annual Action Plan, CAPER, ConPlan and other City and HUD-required reports for submission.

City of El Monte

Provides support to CDBG projects, including setting up and providing oversight to a business assistance program and rental assistance program. Assists with the preparation of the Annual Action Plan, CAPER, ConPlan and other City and HUD-required reports for submission.

City of Pico Rivera

Assists with the preparation of the Annual Action Plan, CAPER, ConPlan and other City and HUD-required reports for submission

City of Lynwood

Provides assistance in tracking the progress of priority Capital Improvement Projects. Coordinates and prepares ad hoc

committee meetings and supporting documentation. Creates and maintains tools to monitor project progress.

Youth Policy Institute

As an Assistant Director, was responsible for developing, implementing, managing, and executing seven federally-funded contracts. Was responsible for program development, implementation, and staff management. Created and implemented program policies and procedures, maintained compliant participant files. Prepared quarterly performance reports, and prepared documents for all federal monitoring visits.

Norma Lopez Program Coordinator

Years of Experience

2 years

Education

B.S. in Urban and Regional
Planning with Urban Design
Option -
California State Polytechnic
University, Pomona

Ms. Norma Lopez has two years of experience in Federal and local programs and is a recent addition to the AVANT-GARDE team. Ms. Lopez has worked within the realm of City Planning and Economic and Community Development for the City of Ontario where her duties included conducting qualitative and quantitative research, analyzing and interpreting data and statistics, and preparing staff reports, and reviewing grant proposals.

As a Program Coordinator, Ms. Lopez works in conjunction with the project managers of the company and serves as a liaison to provide support on various projects. Ms. Lopez assists by writing grant proposals, assisting in determining eligible projects, and providing advisement of program requirements. Ms. Lopez also assists in the successful administration of funding requirements and program management. Her responsibilities have included interfacing with Federal, State and Local Agencies to define, develop and manage project scopes, schedules, and cooperative agreements.

After assisting in developing a strong project plan that best meets the goals and objectives of the grant, Ms. Lopez utilizes her grant writing skills to create narrative with clear, specific language which focuses the reviewer's attention and increases the likelihood of funding the proposed project. Ms. Lopez is adept at researching information to assist in her development of project narrative and building a strong argument for a competitive project.

RELEVANT EXPERIENCE

Avant Garde Inc.

- Prepares Environmental Reviews for CDBG funded programs and projects.
- Provides assistance monitoring El Monte's CIPs and City programs that are funded through HUD.
- Assisted in creating, implementing, and reviewing South Gate's Business Grant Program, while ensuring compliance with HUD guidelines and CDBG regulations.
- Assisted in creating, implementing, and managing El Monte's Small Business Grant Program while ensuring compliance with HUD guidelines and CDBG regulations.
- Prepares staff reports and presentations for projects and programs that require Council approval.
- Researches program and grant guidelines to provide support to various local agencies.

City of Ontario

- Provided information and assisted the public in interpreting City codes and development standards.
- Processed applications such as: Zoning Verifications, Business Licenses, Temporary Use Permits, Sign Permits, and Conditional Use Permits.
- Served as Project Planner for entitlement projects for new development including subdivision reviews, zoning determinations, and conditional use permits to present before hearing bodies such as the Zoning Administrator, Development Advisory Board, and Planning Commission.
- Conducted Geographic Information System (GIS) analysis and research for the Planning Department and Engineering Department Mobility Division.
- Coordinated community outreach for the Advanced Planning Division
- Reviewed grant proposals and final grant submittals when required.
- Assisted in program management for grant funded community programs for the Healthy Ontario Initiative.

Summer Mann
Program Coordinator

Years of Experience:
5+ years

As a Program Assistant, one of Ms. Mann's main responsibilities is providing labor compliance services. She has worked in conjunction with the project managers of the company and served as a liaison to provide support on various labor compliance projects.

Ms. Mann enforces labor compliances regulations by means of conducting on-site interviews of employees and calculations of prevailing wages appropriate for job classifications and duties in accordance with State or Federal labor laws. Ms. Mann also follows up with project contractors to ensure timely delivery of all required documents. Ms. Mann also monitors contracts to ensure that all applicable DBE and labor compliance requirements and mandates are adhered to, prepares correspondence, conducts desk audits of compliance documents and contractor submittals, prepares management reports, prepares non-compliance notices to effectuate contractor compliance and prepares close-out reports. In addition, she also assists in bid evaluations and participates at pre-bid and pre-construction conferences and/or meetings as needed to review contractor compliance obligations.

RELEVANT EXPERIENCE

Los Angeles Metropolitan Transportation Authority (MTA):

- \$244M Westside Purple Line Extension Project – Adv. Utility Relocation for Section 3
- \$1.9M Pavement Replacement – Division 7
- \$3.2M Immediate Remedial Measures for Division 5 Re-Roofing and Division 7
- \$3.2M MBL & MGL Fire Alarm and Fire Suppression Systems Retrofit
- \$67.9M MBL Track & System Refurbishment
- \$1.9M Construction of Cesar Chavez Transit Pavilion

City of Alhambra

- \$1.8M CDBG – Almansor Park Improvement Project
- \$129k CDBG – Open Space Improvements
- \$276k CDBG – Almansor Park Field Lighting Project
- \$453k ADA Improvements project
- \$38K Emery Park Restroom Rehab
- \$34K Lindaraxa Park Pillar Reconstruction
- \$325K Street Improvements

City of Commerce

- \$719k Sidewalk & TS Improvement Project

City of Bell Garden

- \$1.1M Citywide Safety Enhancement
- \$257K Gage Ave Rehab
- \$480K HSIP Cycle 8

City of Cudahy

- \$289K Clara And Cudahy Park Restroom Rehab
- \$233K HSIP Cycle 6

City of Hermosa Beach

- \$161K CDBG ADA Improvements

City of El Monte

- \$1.2M Downtown Public Parking Improvement Project
- \$800k Fletcher Dog Park

City of Huntington Park

- \$3.7M Pacific Blvd Improvements

City of La Mirada

- \$230k CDBG Funded Neff Park Historical Restoration

City of Lynwood

- \$5.5M City Hall Annex
- \$3.6M Long Beach Blvd., Phase I
- \$3.1M Long Beach Blvd., Phase 2
- \$371K Bateman Hall Roof Replacement
- \$410K Street Improvement Project
- \$644k CDBG Funded Street and water main Improvement
- \$181K Fertile St Improvements
- \$1.1M Palm Ave Street and Water Improvements
- \$929K Virginia Ave Street Improvements
- \$919K Various Streets Pavement Rehab
- \$326K Parking Lot Improvements
- \$7.3M Go Green Energy & Solar Project
- \$618K Hulme Ave Street Improvements
- \$1.7M CDBG Street and Water Improvements
- \$795K City Hall Improvements
- \$2M ATP Community Linkage
- \$437K Bullis Road Street Improvements
- \$782K Capistrano Ave Improvements
- \$824K Emergency Generator Project
- \$829K Duncan Ave Improvements
- \$1.6M Louise Ave Improvements
- \$300K Palm Ave Improvements
- \$1.2M Birch Street and Water Main Upgrade
- \$1.7M Beechwood Street and Water Main Upgrade
- \$95K Sidewalk improvements
- \$108K Emergency Reservoir
- \$393K T-Ball Park

- \$115K Thorson Ave Water Line
- \$4511K Citywide slurry Seal
- \$754K SCADA Upgrade
- \$121K Water Distribution Sample Station

City of Montebello

- \$5.8M Montebello Blvd Bike Lane & Sidewalk Improvements
- \$1.8M Bus Shelter Improvement

City of South Gate

- \$369k CDBG – Seaborg House Relocation

San Gabriel River Water Committee

- \$1.2M Watergate Improvement Project

City of South El Monte

- \$609K Peck and Rush Traffic Signal and Light Modification
- \$77K Senior Center Restroom Renovation

City of West Covina

- \$230k Senior Center Restroom Renovation

City of Pico Rivera

- \$87k CDBG – Durfee Ave ADA Ramp Improvements
- \$108k CDBG Funded – Commercial Façade Phase II
- \$44k CDBG Funded – Commercial Façade Phase III
- \$92k CDBG Senior Center

Laura Santoyo
Program Coordinator

Years of Experience:
12+ years

Ms. Santoyo has twelve years of experience in administrative and program services and has been with AVANT-GARDE since 2017. Her overall experience includes project management and coordination for CDBG and HOME programs.

Education:

B.A. Sociology and
Spanish, University of
California, Santa Barbara

Before joining the AVANT-GARDE team, Ms. Santoyo worked with the Oldtimers Foundation in coordinating the Nutrition Program. She was responsible for attending meetings and trainings, supervising quality control of the kitchens and their staff, procuring food and supplies, and inputting entries into the LA Get Care database.

Ms. Santoyo has assisted in completing tasks related to both CDBG and HOME funded housing rehabilitation programs. Her role on this project will include proper maintenance of the program files, site inspections, qualifying applicants, and assisting the Program Managers on an as needed support basis.

RELEVANT EXPERIENCE

Cities of Lynwood, Montebello, Cudahy, El Monte, Bellflower, and South Gate

Assists with the rehab program by reaching out to potential applicants, income qualifying applicants, performing site inspections, preparing work write ups, drafting bid invitations, reviewing bids, and processing loan/grant documents in accordance with program guidelines and procedures. Maintains project files and assists in preparation for HUD site monitoring. Performs on-site document review and inspections for HOME assisted rental housing units.

SECTION 6. REFERENCES

Below is a list of references that can be contacted. A description of responsibilities, work performed, and key personnel is provided in Section 4 – Prior Experience and Section 5 – Program Team and Management.

Dianne Guevara, Management Analyst

City of South Gate, 8650 California Ave, South Gate, CA 90280 (323) 563-9500

Joseph Palombi, Director of Community Development

City of Montebello, 1600 W. Beverly Blvd., Montebello CA 90640 (323) 887-1367

Jim DellaLunga, Director of Economic Development

City of Bellflower, 16600 Civic Center Dr., Bellflower, CA 90706 (562) 804-1424 ext. 2224

Alma Martinez, City Manager

City of El Monte, 11333 Valley Blvd, El Monte, CA 91731, (626) 580-2001

Michelle Ramirez, Interim City Manager

City of Lynwood, 11330 Bullis Road, Lynwood, CA 90262 (310) 603-0220

Dena Held, Financial Operations Division Manager

City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92553 (951) 413-3519

SECTION 7. FEE PROPOSAL

AVANT-GARDE is proposing the not-to-exceed fee amount of \$149,705.

City of South Gate - Fee Proposal										
Tasks/Milestones	Program Director		Program Manager		Program Coordinator		Program Assistant		Sub-Total	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Cost
Annual Projected Budget										
1. Administration of CDBG & HOME Programs --Establish program timelines, goals, and objectives --Document control and management --Policy development and review --Audit Preparation and Oversight --Financial compliance requirements (DIS) and local financial procedural support --Develop monitoring plans and execute plans --Manage CHDOs --Enforce/monitor prevailing wages	416	\$52,000.00	450	\$47,250.00	375	\$31,875.00	120	\$9,000.00	1361	\$ 140,125.00
	SUBTOTAL									
	16	\$ 2,000	26	\$ 2,730	10	\$ 850		\$ -	52	\$ 5,580.00
	13	\$ 1,625	21	\$ 2,205	2	\$ 170		\$ -	36	\$ 4,000.00
	YEAR ONE TOTAL									
	445	\$55,625.00	497	\$52,185.00	387	\$32,895.00	120	\$9,000.00	1449	\$ 149,705.00
	Hours may be interchanged amongst staff and tasks based on the needs identified and availability of City funds; Hourly rates shall remain constant for the term of the agreement.									
	No additional costs will be billed to the City, such as travel, duplication of materials, binding, mailing etc.									



The following discounted hourly rates were used in establishing our fee:

Program Director	\$125
Program Manager	\$105
Program Coordinator	\$85
Funding Specialist	\$85
Program Assistant	\$75

It should be noted that our hourly rates are fully loaded. No additional costs will be billed to the City such as travel, duplication of materials, binding, mailing, etc.

**AMENDMENT NO. 3 TO CONTRACT NO. 3407
FOR ADDITIONAL ADMINISTRATIVE SERVICES FOR THE CDBG AND HOME
PROGRAMS BETWEEN THE CITY OF SOUTH GATE AND AVANT-GARDE, INC.**

This Amendment No. 3 to Contract No. 3407 for Additional Administrative Services for the Community Development Block Grant and Home Investment Partnership Programs ("Amendment No. 3") is made and entered into on May 25, 2021, and retroactively effective November 10, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Avant-Garde, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to a "Parties."

RECITALS

WHEREAS, on January 9, 2018, the City Council approved Contract No. 3407 with Consultant ("Agreement"), to provide grant coordination and management services for the Community Development Block Grant ("CDBG") and Home Investment Partnership ("HOME") Programs for a three (3) year term, through and including December 12, 2020, in an amount not to exceed One Hundred Ninety Five Thousand Dollars (\$195,000);

WHEREAS, on April 28, 2020, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") to continue providing as needed Administrative Services for the CDBG and HOME Programs, through and including December 12, 2020, in an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of Three Hundred Five Thousand Dollars (\$305,000);

WHEREAS, on November 24, 2020, the City Council approved Amendment No. 2, retroactively effective November 10, 2020, to continue providing as needed Administrative Services for the CDBG and HOME Programs for an additional year, through and including November 24, 2021, in an amount not to exceed One Hundred Forty Nine Thousand, Seven Hundred Five Dollars (\$149,705), with an option to extend the term for an additional year, 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 Four Hundred Fifty Four Thousand, Seven Hundred Five Dollars (\$454,705); and

WHEREAS, City and Consultant desire to execute Amendment No. 3 expanding the Scope of Work, attached hereto as Exhibit "A" and made a part to this Amendment No. 3, to include additional as needed Administrative Services for the CDBG and HOME Programs for an additional year, through and including November 24, 2022, in an amount not to exceed One Hundred Twenty Eight Thousand, One Hundred Fifty Dollars (\$128,150), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a sum of Five Hundred Eighty Two Thousand Eight Hundred Fifty Five Dollars (\$582,855).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- 1.0 SCOPE OF WORK.** Consultant agrees to expand its services and perform the tasks identified in Exhibit "A". The Scope of Work may be amended from time to time by way of a written directive from City.
- 2.0 TERM OF AGREEMENT.** The term of this Amendment No. 3 is **effective May 25, 2021 through and including November 24, 2022.**
- 3.0 COMPENSATION.** The amount of compensation paid by City to Consultant for the additional work identified in Exhibit "A" shall not exceed **One Hundred Twenty Eight Thousand, One Hundred Fifty Dollars (\$128,150)**. The aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a sum of Five Hundred Eighty Two Thousand Eight Hundred Fifty Five Dollars (\$582,855). No additional compensation shall be paid for any other expenses incurred.

- 2. EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[Remainder of page left blank intentionally.]

Amendment No. 3
Contract No. 3407

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: Al Rios
Al Rios, Mayor

Dated: 06-02-2021

ATTESTED:

By: Carmen Avalos
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas
Raul F. Salinas, City Attorney

AVANT-GARDE, INC.:

By: Ana Marie LeNoue
Ana Marie LeNoue, President

Dated: 5.26.2021

Exhibit "A"

**AVANT
GARDE**

May 13, 2021

Chris Jeffers
Interim City Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: Request for Contract Amendment

Dear Mr. Jeffers:

It is with great pleasure that I provide you this proposal to provide management of the Housing Department which administers HOME, CDBG and Section 8 funded programs.

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies including but not limited to your City, METRO and the Cities of Temple City, Pasadena, Industry, Pico Rivera, Montebello, La Puente, Lynwood, Moreno Valley, Norwalk, Perris, Cudahy, Alhambra, Moreno Valley, Rosemead, San Gabriel, El Monte, Bellflower, South El Monte, Ventura, Palm Springs, Burbank, Manhattan Beach, Monterey Park, La Mirada, and South Gate.

Our years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. We are proud of our strong reputation in meeting aggressive schedules and our ability to multi-task to provide our clients specialized attention and service.

Avant-Garde was incorporated in September 2002 and our corporate office from which services will be provided is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. Avant-Garde is a 100% woman-owned California Corporation. Furthermore, Avant-Garde is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).

Scope of Work

The City is requesting our firm to provide staff augmentation services because of recent staff changes. In addition, the City has implemented additional programs that require administration from our staff. We will continue to provide services as outlined in our existing professional services agreement that is in effect until November 24, 2021.

AVANT GARDE

The budget increase is requested to cover the City's request to provide:

1. Interim Housing Management Services
2. Assistance of the Emergency Rental Assistance Program
3. Assistance of the Small Business Grant Program
4. Administration of the Commercial Façade Program.

Our team will work alongside current staff to ensure that the program objectives are met and train in-house and/or new staff as needed.

Schedule & Compensation

Avant-Garde is committed to working with the City on an as-needed basis. We have established a projected budget based on the current needs of the City and the time remaining on our existing contract. Our staff will be available to work at City hall based on the hours and days established by the Director. Our fee below, indicates a breakdown of the hours estimated per week and the respective hourly rate. Our fee will be billed on a time and material basis. We are requesting a budget increase in the amount of \$128,150.00.

Cost Proposal - Additional Scope								
Tasks	Program Director		Program Manager		Program Coordinator/ Housing Specialist		Sub-Total	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Cost
		\$ 110		\$ 95		\$ 65		
		\$ -		\$ -		\$ -	0	\$ -
Management of the Housing Dept - 20 hrs./week (6 Months)	480	\$ 52,800		\$ -		\$ -	480	\$ 52,800.00
Assistance on the Business Grant Program - 10 hrs./week (7 months)		\$ -		\$ -	280	\$ 18,200	280	\$ 18,200.00
Assistance on the Emergency Rental Assistance - 15 hrs./week (7 months)		\$ -		\$ -	470	\$ 30,550	470	\$ 30,550.00
Administration of the Commercial Façade Program - 10 hrs./week (7 months)		\$ -	280	\$ 26,600		\$ -	280	\$ 26,600.00
		\$ -		\$ -		\$ -	0	\$ -
Totals	480	\$ 52,800.00	280	\$ 26,600.00	750	\$ 48,750.00	1510	\$ 128,150.00
							TOTAL	\$ 128,150.00
<small>*Hours may be Interchanged amongst staff based on the needs identified and availability of City funds *No additional costs will be billed to the City, such as travel, duplication of materials, binding, mailing etc.</small>								

AVANT GARDE

AVANT-GARDE is committed to excellence and stands behind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term program, our clients will always receive our blend of expertise to ensure every one of their goals are met.

If you have any questions, or if I can be of further assistance, please feel free to contact me at 909-979-6587 or 323-371-5530.

Sincerely,

Lisette Montoya

Lisette Montoya
Vice President

Acceptance of Proposal:

City of South Gate

APR 05 2022
2:55 pm**City of South Gate**
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: April 12, 2022Originating Department: Public Works

Department Head:

Arturo Cervantes

Interim City Manager:

Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO MEASURE R FUNDING AGREEMENT BETWEEN THE CITY AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, CONTRACT NO. 2020-03-CC, TO PROGRAM FUNDING FOR THE FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL MEDIANS, CITY PROJECT NO. 496-ST

PURPOSE: Construction has been completed on the street improvements performed on three sites: Garfield Avenue, Imperial Highway and Firestone Boulevard and Otis Street project sites (Consolidated Project). The Los Angeles County Metropolitan Transportation Authority (LA METRO) has approved reprogramming \$150,000 in Measure R Funds from the Imperial Highway project site to the Firestone Boulevard and Otis Street project site. Amendment No. 1 to Measure R Funding Agreement formally programs the \$150,000 in Measure R Funds to the Firestone Boulevard and Otis Street project site.

RECOMMENDATION ACTIONS: The City Council will consider:

- a. Approving Amendment No. 1 to Measure R Funding Agreement with LA METRO, Contract No. 2020-03-CC, to program \$150,000 in Measure R Funds to pay for street improvements constructed on Firestone Boulevard under the Firestone Boulevard and Otis Street Improvements and Imperial Medians, City Project No. 496-ST, Metro Project ID No. MR306.58; and
- b. Authorize the Mayor to execute Amendment No. 1 to Measure R Funding Agreement with LA METRO, Contract No. 2020-03-CC, in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Amendment No. 1 to Measure R Funding Agreement with LA METRO, Contract No. 2020-03-CC, programs \$150,000 in Measure R Funds on the Firestone Boulevard and Otis Street Improvements and Imperial Medians, City Project No. 496-ST, Metro Project ID No. MR306.58.

ANALYSIS: On July 1, 2019, the City was awarded \$1,456,250 in Measure R Funds from the I-710 Corridor Project to fund the Imperial Highway Corridor Improvements (Imperial Hwy Improvements). Since LA METRO is the agency that administers these funds, the City Council approved Contract No. 2020-02-CC, Measure R Funding Agreement on January 14, 2020, to accept the funds. The Imperial Highway Corridor Improvements were completed underbudget by

\$490,000. On July 22, 2021, LA METRO approved transferring the \$490,000 excess funding to pay for \$340,000 and \$150,000 in additional improvements that were constructed on Garfield Avenue and on Firestone Blvd, at Otis Street. Correspondingly, on December 14, 2021, the City Council approved Amendment No. 1 to the Measure R Funding Agreement, Contract No. 2021-154-CC, to program said \$340,000 on the Garfield Avenue and Imperial Highway Street Improvements, City Project No. 413-ST (See Attachment C). The City Council may now approve Amendment No. 1 to the Measure R Funding Agreement, Contract No. 2020-03-CC, to program said \$150,000 on the Firestone Boulevard under the Firestone Boulevard and Otis Street Improvements and Imperial Medians, City Project No. 496-ST.

It is noted that the \$150,000 funds are being programmed to pay for improvements that have already been constructed on Firestone Boulevard and Otis Street, as a part of the Consolidated Project. The improvements included water system modifications and concrete removals that were required due to unforeseen conditions. These funds also partially funded staff time and construction management services.

BACKGROUND: The Consolidated Project is a consolidation of two Capital Improvement Program (CIP) projects: “Garfield Avenue and Imperial Highway Street Improvements Project, City Project No. 413-ST, Metro Project ID No. MR306.57/MR306.63” and “Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Metro Project ID No. MR306.58” (Consolidated Project). It aims to enhance safety, reduce congestion, address deferred maintenance and to beautify Garfield Avenue, Imperial Highway, and the Firestone Boulevard/Otis Street intersection. Construction of the Consolidated Project is substantially complete.

These projects were constructed under one contract and are funded with several grant funds and restricted funding sources. Improvements on Imperial Highway that were partially funded by the Measure R I-710 Corridor Project grant funds were proceeding under budget by \$490,000. LA Metro granted approval to transfer these funds to pay for improvements on Garfield Avenue, Firestone Boulevard, and Otis Street.

Proposed Amendment No. 1 to Contract No. 2020-03-CC sets the terms and conditions for the use of the funds for the improvements on Firestone Boulevard, at Otis Street. It provides \$150,000 without a requirement for matching funds and sets the lapsing date to June 30, 2024. It stipulates the funds must be utilized on the Firestone Boulevard and Otis Street Widening and Imperial Highway Median Project, City Project No. 496-ST Metro Project ID No. MR306.58. The qualifying scope of work is identified by the Funding Agreement.

ATTACHMENTS:	A. Proposed Amendment 1 to Contract No. 2020-03-CC
	B. Funding Agreement Contract No. 2020-03-CC
	C. Funding Agreement Contract No. 2021-154-CC
	D. Amendment No. 1 to Contract No. 2020-02-CC
	E. Location Map

KT:lc

**AMENDMENT No.1 TO MEASURE R FUNDING AGREEMENT
BETWEEN CITY OF SOUTH GATE AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of August 5, 2021 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 Funding Agreement No. 920000000MR30658, dated July 1, 2019, (the "Existing FA"), which Existing FA provides for the Firestone Blvd at Otis St Improvements Project (the "Project"); and
- B. WHEREAS, the Grantee desires to increase the Project's budget of Measure R by \$150,000 from \$700,000 to \$850,000. This amount is within the Board authorized budget increase for the Project, the total new Project budget is \$850,000 which was approved by the LACMTA Board on July 22, 2021; and
- C. WHEREAS, the Funds are currently programmed for the Project as follows \$700,000 in Measure R Funds in FY 2019-20 and \$150,000 in Measure R Funds in FY 2021-22. The total designated amount for the Project is \$850,000; and
- D. Grantee and LACMTA desire to amend the Existing FA 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 I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$850,000 (the "Funds") for the Project. LACMTA Board of Directors actions on June 27, 2019 and July 22, 2021 granted the Measure R Funds for the Project. The Funds are currently programmed in Fiscal Years (FY): \$700,00 in FY 2019-20 and \$150,000 in FY 2021-2022."
2. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY2019-20 are subject to lapse by June 30, 2024. All Funds programmed for FY2021-22 are subject to lapse by June 30, 2026."
3. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.

4. Attachment B-1 of the Existing FA is hereby replaced by Attachment B-1-1, attached.
5. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.
6. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

FTIP #: LA9918773
I-710 Early Action Projects (Gateway Cities)

Project#: MR306.58
Amendment No. 1
FA# 920000000MR30658

IN WITNESS WHEREOF, the parties have caused this Amendment No.1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie N. Wiggins
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By:  _____
Deputy

Date: 3/11/2022

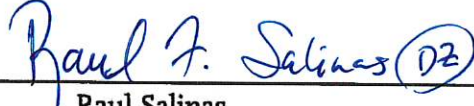
GRANTEE:

CITY OF SOUTH GATE

By: _____
Al Rios
Mayor

Date: _____

APPROVED AS TO FORM:

By:  _____
Raul Salinas
City Attorney

Date: _____

ATTEST:

By: _____
Carmen Avalos
City Clerk

Date: _____

FTIP #: LA9918773

ATTACHMENT A1 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 920000000MR306.58

Project Title: Firestone Blvd. at Otis St. Improvements Project Project#: MR306.58

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2015-16	FY2016-17	FY2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING										
MEASURE R FUNDS						\$ 700,000	\$ -	\$ 150,000	\$ 850,000	100%
PROP C 25%							\$ -	\$ -	\$ -	0%
SUBTOTAL		\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ 150,000	\$ 850,000	100%
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ 150,000	\$ 850,000	100%
OTHER SOURCES OF FUNDING:										
LOCAL: City funds									\$ -	0%
STATE: Green Project Reserve									\$ -	0%
FEDERAL: Highway Safety Improvement Program									\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 850,000	100%

ATTACHMENT B-1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR306.58
 Project Title: FIRESTONE BOULEVARD AT OTIS STREET IMPROVEMENTS Project#: MR306.58
 PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
PROP C 25%									
PS&E								\$5,125	\$5,125
Total PROP C 25%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125	\$5,125
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125	\$5,125
OTHER NON LACMTA FUNDING:									
LOCAL: GAS TAX									
PS&E								\$4,676	\$4,676
Total LOCAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,676	\$4,676
FEDERAL: HSIP									
PS&E	\$2,832	\$2,113	\$1,673	\$384	\$256	\$384		\$22,870	\$30,512
Total FEDERAL	\$2,832	\$2,113	\$1,673	\$384	\$256	\$384	\$0	\$22,870	\$30,512
SUM NON-LACMTA FUNDS :	\$2,832	\$2,113	\$1,673	\$384	\$256	\$384	\$0	\$27,546	\$35,188
PROJECT FUNDING FY18-19 and FY19-20	\$2,832	\$2,113	\$1,673	\$384	\$256	\$384	\$0	\$32,671	\$40,313
SOURCES OF FUNDS	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
Const. Support			\$47,850	\$47,850	\$47,850	\$47,850	\$47,850		\$239,250
Construction			\$122,150	\$122,150	\$122,150	\$122,150	\$122,150		\$610,750
Total MEASURE R	\$0	\$0	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$0	\$850,000
PROP C 25%									
PS&E	\$966	\$11,290							\$12,256
Construction			\$54,751	\$52,728	\$53,083	\$53,083	\$53,083		\$266,729
Total PROP C 25%	\$966	\$11,290	\$54,751	\$52,728	\$53,083	\$53,083	\$53,083	\$0	\$278,985
SUM PROG LACMTA FUNDS:	\$966	\$11,290	\$224,751	\$222,728	\$223,083	\$223,083	\$223,083	\$0	\$1,128,985
FEDERAL: HSIP									
PS&E	\$1,794	\$20,968							\$22,762
Const. Support			\$6,869	\$6,869	\$6,869	\$6,869	\$6,869		\$34,345
Construction			\$100,842	\$97,924	\$98,583	\$98,583	\$98,583		\$494,516
Total FEDERAL	\$1,794	\$20,968	\$107,711	\$104,793	\$105,452	\$105,452	\$105,452	\$0	\$551,622
SUM NON-LACMTA FUNDS :	\$1,794	\$20,968	\$107,711	\$104,793	\$105,452	\$105,452	\$105,452	\$0	\$551,622
PROJECT FUNDING FY20-21 and FY21-22	\$2,760	\$32,258	\$332,461	\$327,521	\$328,536	\$328,536	\$328,536	\$0	\$1,680,608
SUMMARY OF ALL FUNDS									
PS&E	\$5,592	\$34,371	\$1,673	\$384	\$256	\$384	\$0	\$32,671	\$75,331
Const. Support	\$0	\$0	\$54,719	\$54,719	\$54,719	\$54,719	\$54,719	\$0	\$273,595
Construction	\$0	\$0	\$277,742	\$272,802	\$273,817	\$273,817	\$273,817	\$0	\$1,371,995
TOTAL MILESTONES	\$5,592	\$34,371	\$334,134	\$327,905	\$328,792	\$328,920	\$328,536	\$32,671	\$1,720,921
SUM PROG LACMTA FUNDS	\$966	\$11,290	\$224,751	\$222,728	\$223,083	\$223,083	\$223,083	\$5,125	\$1,134,110
SUM NON-LACMTA FUNDS	\$4,626	\$23,081	\$109,384	\$105,177	\$105,708	\$105,836	\$105,452	\$27,546	\$586,810
TOTAL PROJECT FUNDING	\$5,592	\$34,371	\$334,134	\$327,905	\$328,792	\$328,920	\$328,536	\$32,671	\$1,720,921

**ATTACHMENT C-1
SCOPE OF WORK**

PROJECT TITLE:

Firestone Boulevard at Otis Street Improvements

PROJECT LOCATION:

The project is located in the City of South Gate at the intersection of Firestone Boulevard and Otis Street.

PROJECT LIMITS:

This project limits are on Firestone Boulevard between San Miguel Avenue and Otis Street.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to construct intersection improvements that will most effectively reduce existing and forecasted congestion. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

PROJECT BACKGROUND:

The proposed project improvements include, but are not limited to the following: dedicated right turn lane, associated traffic signal improvements for protective permissive operation, traffic signal synchronization, student's pick-up and drop-off lane, ADA improvements, relocation of street lighting, road improvements and signing and striping.

PROJECT BUDGET:

COMPONENT	AMOUNT
Construction Support	\$ 239,250
Construction Capital	\$ <u>610,250</u>
Total Budget	\$ 850,000

SCOPE:

The Project features include, but are not limited to, the following:

- A. Construction of a dedicated right turn lane.
- B. Construction of a pick-up and drop-off lane.
- C. Traffic signal modification to accommodate protective permissive operation.
- D. Installation of fiber optic cable.
- E. Synchronization of traffic signal.
- F. Relocation of street lighting.
- G. Construct miscellaneous improvements such as paving, wheel chair ramps, sidewalk, utility relocation, catch basin relocation, grading as necessary to reconstruct the interface between the offsite and onsite improvements, traffic signing and striping, etc., as necessary to construct the project.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

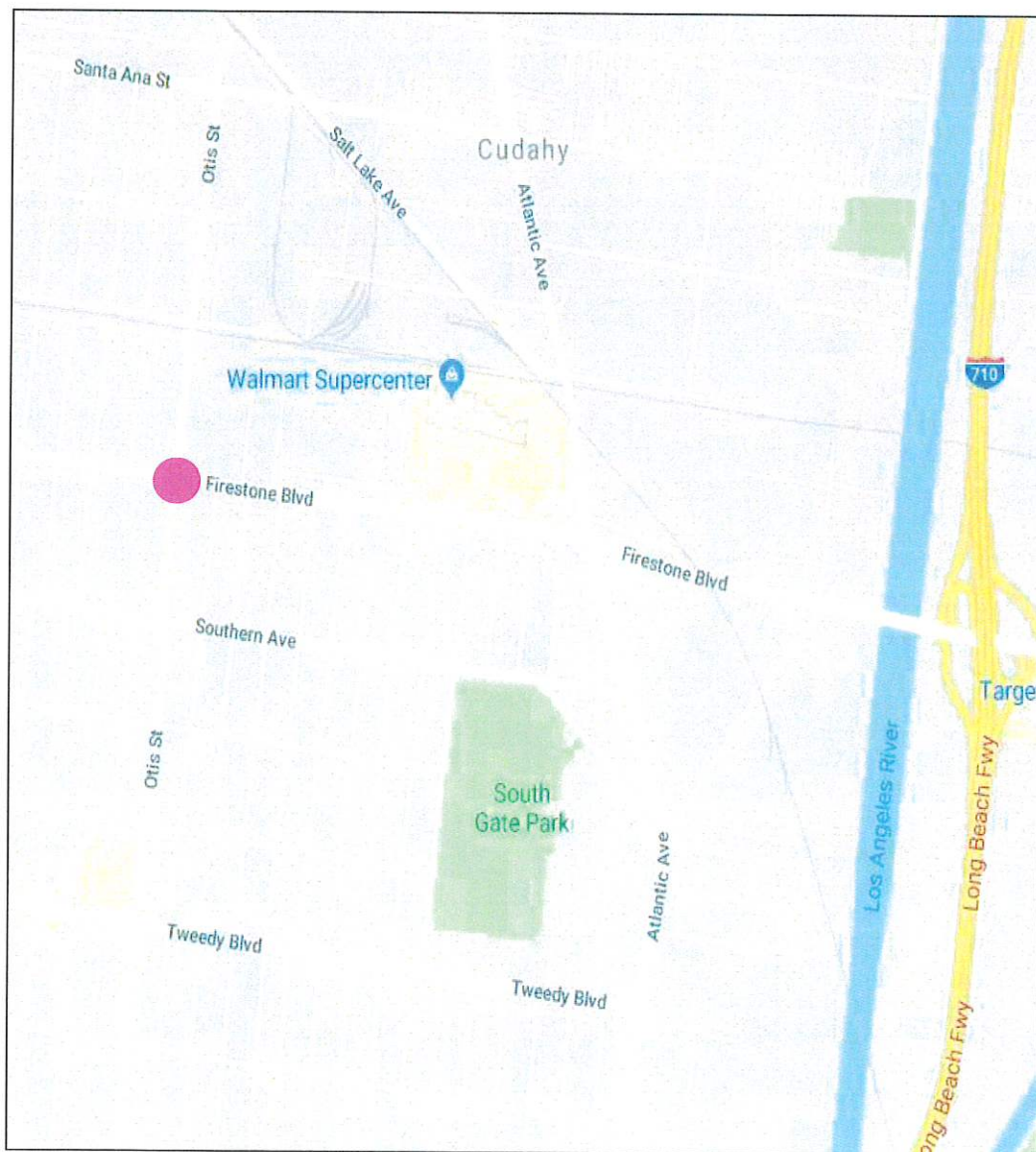
- A. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- B. Provide technical support during the bidding of the project.
- C. Respond to Request for Information (RFIs) during the project advertisement period and log questions and responses.
- D. Prepare project addenda at the direction of City staff.
- E. Attend a pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.
- F. Provide responses to contractor's requests for information (RFI) about the plans and specifications forwarded to the consultant by the City. This task includes conferring with the City's construction manager regarding the RFI as appropriate. Regularly scheduled construction observations is specifically excluded from the scope of work. It is assumed that ten RFI's will be responded too.
- G. Furnish a complete set of revised original record drawings complete with electronic files.
- H. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

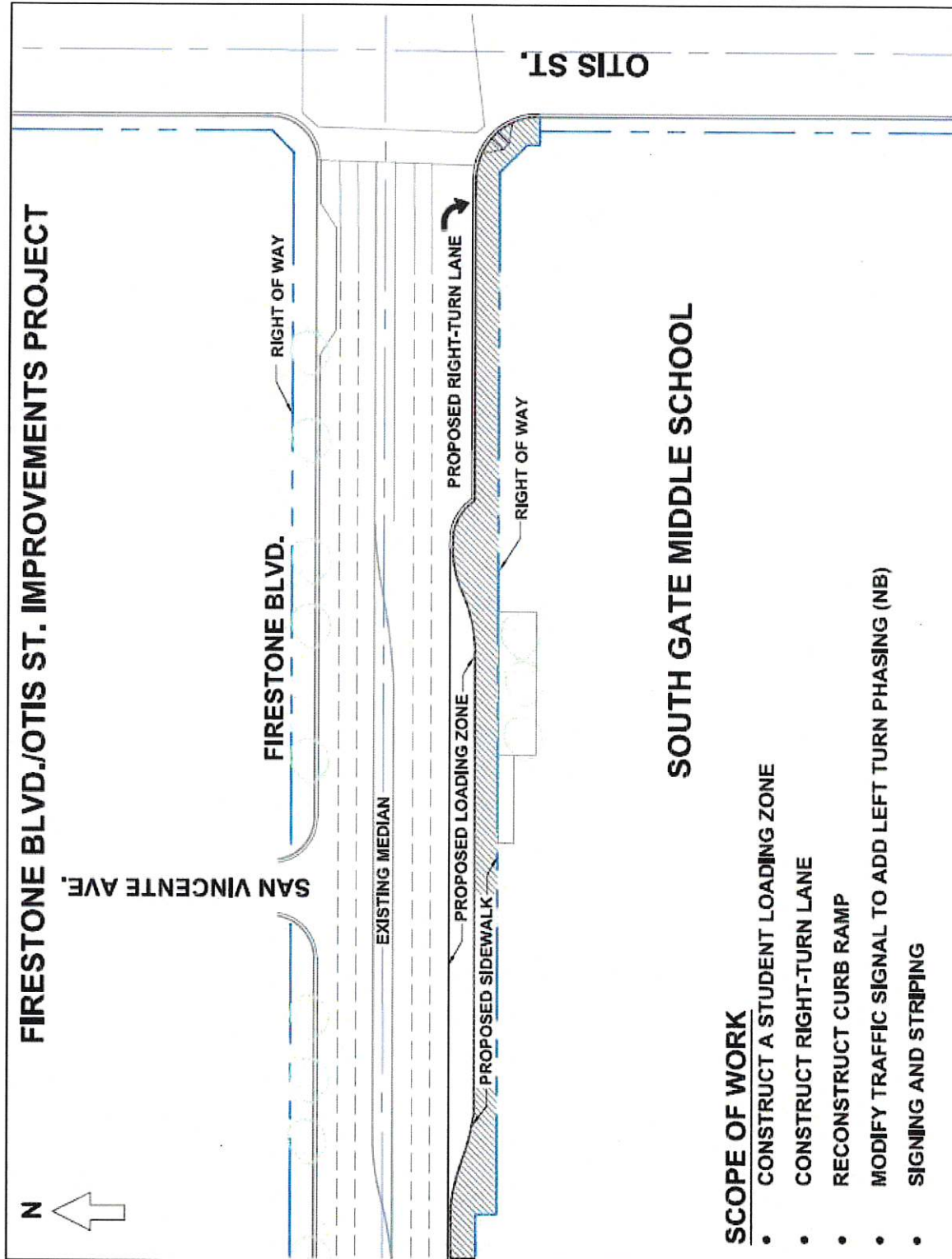
SOLICITATION (BID/PROPOSAL)	START DATE	COMPLETION DATE
Develop Solicitation Package	January 2020	March 2020
Solicitation Response	April 2020	May 2020
Evaluations	May 2020	May 2020
Selection	May 2020	May 2020
Board Approval Process	June 2020	June 2020
Contract Award	June 2020	June 2020
Fully Executed Contract	July 2020	July 2020
EXCAVATION		
Clear/Grub	October 2020	November 2020
Survey	October 2020	November 2020
Grading	October 2020	November 2020
ENVIRONMENTAL		
Air Quality Monitoring	October 2020	September 2021
CONCRETE		
Form Work	January 2021	July 2021
TRAFFIC CONTROL		
TMP	October 2020	September 2021
STRUCTURAL		
Pole Placement	March 2021	June 2021
UTILITIES		
ATT	October 2020	November 2020
SCE	October 2020	September 2021
MATERIALS		
Long-Lead Equipment	February 2021	November 2021
Staging	October 2020	November 2021
Material Lay Down Area	October 2020	November 2021
Signage	August 2021	September 2021
ELECTRICAL		
Power U/G Communication	October 2020	June 2021
A/G Testing/Acceptance	October 2021	November 2021
	START DATE	COMPLETION DATE
Close Out		
Testing	October 2021	November 2021
General Construction/close out project	November 2021	December 2021
CHANGE ORDERS		
P.O. Processing Time	July 2020	September 2020
Third Party Issues	June 2021	November 2021
Claims	November 2021	December 2021

ATTACHMENT C – Location Map



Project location :





**MEASURE R FUNDING AGREEMENT
HIGHWAY PROGRAM**

This Funding Agreement ("FA") is made and entered into effective as of July 1, 2019 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of South Gate ("GRANTEE") for the Firestone Blvd at Otis St Improvements, LACMTA Project ID# MR306.58 and FTIP#LA9918773 (the "Project"). This Project is eligible for funding under Line 37 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund **only** construction of the Project.

WHEREAS, the LACMTA Board, at its June 27, 2019 meeting, programmed \$700,000, in Measure R Funds to GRANTEE for construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$700,000 in Measure R Funds in Fiscal Year (FY) 2019-20. The total designated for construction of the Project is \$700,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

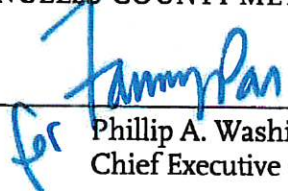
1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan- Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – Monthly Progress Report
9. Attachment D-2 – Quarterly Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Bond Requirements
12. 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 FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:


LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 2/5/2020
for Phillip A. Washington
Chief Executive Officer

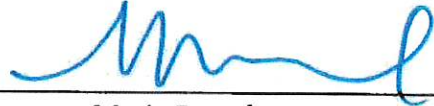
APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel


By:  Date: 11/14/19
Deputy

GRANTEE:

CITY OF SOUTH GATE

By:  Date: 1/14/20
Maria Bernal
Mayor

APPROVED AS TO FORM:

By:  Date: 1/14/20
Raul Salinas
City Attorney

ATTEST:

By:  Date: 1/16/2020
Carmen Avalos, City Clerk
(SEAL)

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Imperial Highway Improvements Project – Construction. LACMTA Project ID# MR306.58, FTIP# LA9918773.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
 - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$700,000, (the "Fund") for the Project. LACMTA Board of Directors' action of June 27, 2019 granted the Measure R Funds for the Project. The Funds are programmed for Fiscal Year (FY) 2019-20.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and/or the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, 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 retention pending an audit of expenditures and completion of scope of work.
4. Attachment A 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 funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. Attachment B-1 is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer of Highway Program in writing. If the LACMTA's Senior Executive Officer of Highway Program concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-2 (so forth) setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. Attachment C is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, GRANTEE shall

notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the Project Reporting & Expenditure Guidelines. GRANTEE shall complete the "Monthly Progress Report" and/or the "Quarterly Expenditure Report". The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as Attachments D-1 and D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, 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 Measure R 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 information 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.

10. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, 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 FA, 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 or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Lucy Olmos Delgadillo
LACMTA PROJECT MANAGER
MAIL STOP 99-18-2
PHONE (213) 922-7099
E-MAIL DelgadilloLu@metro.net

13. GRANTEE's Address:

City of South Gate,
8650 California Avenue
South Gate, CA 90280
Attention: Jose Loera
City Traffic Engineer
PHONE 323-563-9578
EMAIL jloera@sogate.org

14. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, 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 FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

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

All invoice material must contain the following information:

Re: LACMTA Project ID# MR306.58 and FA# FA920000000MR306.58
[LACMTA Project Manager Lucy Olmos Delgadillo; Mail Stop 99-18-2]

4. USE OF FUNDS

4.1 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 specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. 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 FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 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 as appropriate. 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.

4.5 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 shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements 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 Monthly Progress and Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month, if required, and submit the draft of Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA shall review and respond in writing to the draft Monthly Progress and Quarterly Expenditure Reports within five (5) business days from receipt. Grantee shall submit the LACMTA pre-approved Monthly Progress Report and Quarterly Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. 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 Monthly Progress and Quarterly Expenditure Reports 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.

6.2 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 FA 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 of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). 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.

6.3 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"). Such 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.

6.4 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 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.

6.5 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.

6.6 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 FA.

6.7 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.

6.8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.10 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds 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 FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 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 as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is 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.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA 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.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or 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 FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
- (iv) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (v) Expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2019-20 are subject to lapse by June 30, 2024.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; or (ii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 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 FA; (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.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 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.

12. COMMUNICATIONS

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE 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.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA 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 Agreement as though fully set forth herein.

13.2 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 FA. Equipment acquired as part of the Project, including office equipment, 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.

13.3 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 FA, 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.

13.4 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 FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, 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) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; 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 FA.

13.5 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 FA.

13.6 GRANTEE shall comply with and insure that work performed under this FA 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.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, 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.

13.9 This FA shall be governed by California law. If any provision of this FA 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.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.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.

13.12 GRANTEE will advise LACMTA prior to any key Project staffing changes.

13.13 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.14 GRANTEE, in the performance of the work described in this FA, 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 A - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 920000000MR306.58

Project Title: Firestone Blvd. at Otis St. Improvements Project Project#: MR306.58

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2015-16	FY2016-17	FY2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING										
MEASURE R FUNDS						\$ 700,000	\$ -	\$ -	\$ 700,000	100%
PROP C 25%							\$ -	\$ -	\$ -	0%
SUBTOTAL		\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ -	\$ 700,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ -	\$ 700,000	100%
OTHER SOURCES OF FUNDING:										
LOCAL: City funds									\$ -	0%
STATE: Green Project Reserve									\$ -	0%
FEDERAL: Highway Safety Improvement Program									\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000	100%

ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA 920000000MR306.58
 Project Title: Firestone Boulevard at Otis Street Improvements Project#:MR306.58

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support							\$50,000	\$39,600	\$89,600
RW									\$0
Construction							\$400,000	\$210,400	\$610,400
Total MEASURE R	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$250,000	\$700,000
PROP C 25%									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total PROP C 25%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$250,000	\$700,000
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY18-19 and FY19-20	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$250,000	\$700,000
SUMMARY OF ALL FUNDS									
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$39,600	\$89,600
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$210,400	\$610,400
TOTAL MILESTONES	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$250,000	\$700,000
SUM PROG LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$250,000	\$700,000
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$250,000	\$700,000

ATTACHMENT C SCOPE OF WORK

PROJECT TITLE:

Firestone Boulevard at Otis Street Improvements

PROJECT LOCATION:

The project is located in the City of South Gate at the intersection of Firestone Boulevard and Otis Street.

PROJECT LIMITS:

Project improvements will be limited to the intersection of Firestone Boulevard and Otis Street

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to construct intersection improvements that will most effectively reduce exiting and forecasted congestion. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

PROJECT BACKGROUND:

The proposed project improvements include, but are not limited to the following: dedicated right turn lane, associated traffic signal improvements for protective permissive operation, traffic signal synchronization, student's pick-up and drop-off lane, ADA improvements, relocation of street lighting, road improvements and signing and striping.

PROJECT BUDGET:

	Component	Amount
1	Construction of Project Improvements	\$545,000
2	Construction Contingency	\$54,500
3	Construction Management & Inspection (CM&I)	\$81,750
4	Staff Time	\$18,750
	TOTAL BUDGET	\$700,000

SCOPE:

The Project features include, but are not limited to, the following:

- Construction of a dedicated right turn lane.
- Construction of a pick-up and drop-off lane.
- Traffic signal modification to accommodate protective permissive operation.
- Installation of fiber optic cable.
- Synchronization of traffic signal.
- Relocation of street lighting.
- Construct miscellaneous improvements such as paving, wheel chair ramps, sidewalk, utility relocation, catch basin relocation, grading as necessary to reconstruct the interface between the offsite and onsite improvements, traffic signing and striping, etc., as necessary to construct the project.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

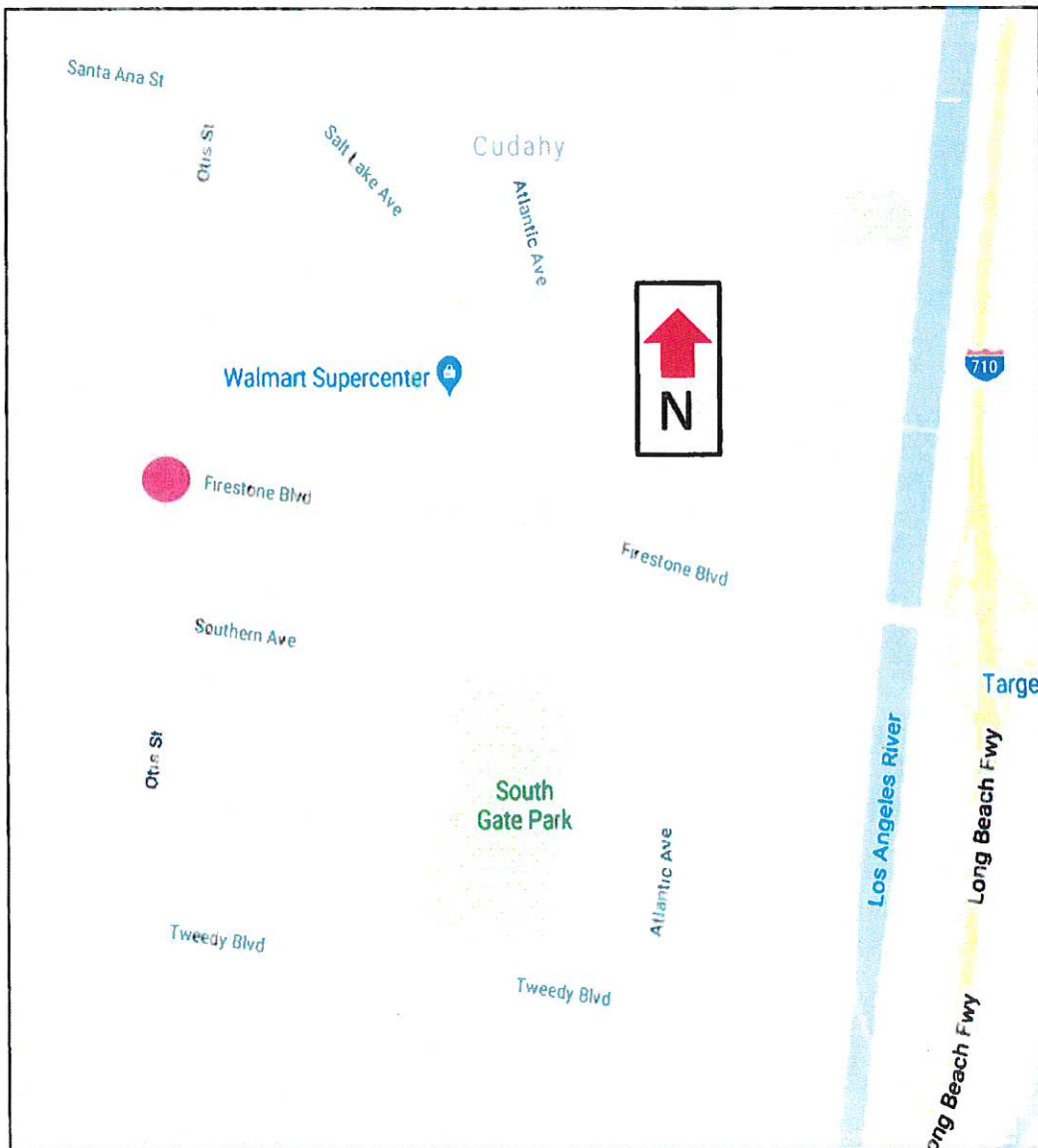
- A. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- B. Provide technical support during the bidding of the project.
- C. Respond to Request for Information (RFIs) during the project advertisement period and log questions and responses.
- D. Prepare project addenda at the direction of City staff.
- E. Attend a pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.
- F. Provide responses to contractor's requests for information (RFI) about the plans and specifications forwarded to the consultant by the City. This task includes conferring with the City's construction manager regarding the RFI as appropriate. Regularly scheduled construction observations is specifically excluded from the scope of work. It is assumed that ten RFI's will be responded too.
- G. Furnish a complete set of revised original record drawings complete with electronic files.
- H. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
Solicitation (Bid/Proposal)	January 2020	February 2020
Develop Solicitation Package		
Materials		
Long-Lead Equipment	March 2020	July 2020

ATTACHMENT C - Location Map(s)



Project location :



FA ATTACHMENT D
PROJECT 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 ACCOUNTSPAYABLE@METRO.NET or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 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.
- 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.
- 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 (FA 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/her designee.

- Any expense charged to the grant must be clearly and directly related to the 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 Effective Date of the FA, unless written authorization has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- 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*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Monthly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO METRO PROJECT MANAGER
after the close of each month. 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 I: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

MONTHLY REPORT SUBMITTED FOR: Month: _____ Year: _____

DATE SUBMITTED: _____

LACMTA Project Manager	Name:	
	Phone Number:	
	e-mail:	
GRANTEE Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT

SECTION 3 - MONTHLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW

Grantees must make every effort to accurately portray milestone dates in the original FA 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 FA, Additionally, please provide a CPM if the project is in construction

FA Milestones	Original FA Start Date in Scope of Work (Month/Year)	Original FA End Date in Scope of Work (Month/Year)	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year)	Schedule Variance (Months)
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PLANNING							
Prepare Concept Report							
Prepare Feasibility Study							
Prepare Project Study Report							
PA&ED							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PS&E							
35% PS&E							
65% PS&E							
95% PS&E							
OTHER: (Please specify)							
ROW							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
CONSTRUCTION							
OTHER: (Please specify)							

2. PROJECT COMPLETION

Based on the comparison of the original and actual project milestone schedules above, project is (select only one):

- ☐ Ahead of original FA schedule
 ☐ Less than 12 months behind original schedule
☐ On schedule per original FA schedule
 ☐ More than 24 months behind original schedule
☐ Between 12-24 months behind original schedule

LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this month.

4. PROJECT DELAY/ACTION ITEM TO RESOLVE DELAY

If the project is delayed, include description of the delay and action items that have been, or will be, undertaken to resolve the delay.

Delay Issue(s)	Targeted Resolution/Response Date

6. COST SUMMARY

FA Milestones	Project Budget	LACMTA Approved Changes	Current Approved Budget	Expenditures to Date	Cost Variance	Percent Completed By Dollar Amount
PLANNING						
FA&ED						
PS&E						
ROW Support						
ROW						
CONSTRUCTION Support						
CONSTRUCTION						

7. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risk. This section requires periodic updates as the project progresses and as risk events occur.

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies
Environmental			
Planning			
Design			
ROW			
Construction			
Bid/Award			
Third Party			

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

LACMTA FA MEASURE R ATTACHMENT D-2 **QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete
Invoice #
Invoice Date
FA#
Quarterly Report #

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 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 C) 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 Measure R Grant \$
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:** _____**FA #:** _____**QUARTERLY REPORT SUBMITTED FOR:****Fiscal Year :**☐ 2014-2015☐ 2015-2016☐ 2016-2017☐ 2017-2018☐ 2018-2019☐ 2019-2020**Quarter :**☐ Q1: Jul - Sep☐ Q2: Oct - Dec☐ Q3: Jan - Mar☐ Q4: Apr - Jun**DATE SUBMITTED:** _____**LACMTA MODAL CATEGORY:**☐ RSTI☐ Pedestrian☐ Signal Synchronization☐ TDM☐ Bicycle☐ Goods Movement☐ Transit

LACMTA Project Manager	Name:	
	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 FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA 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 FA 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 FA 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 FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
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 FA 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 FA?

- ☐ 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

Rev 11.1.14

FA Measure R Hwys Gen Attachment C-1 Quarterly Progress Expenditure Report

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.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges 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 FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
TOTAL		

Note:

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 213-922-6107.

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

2019 Federal Transportation Improvement Program (\$000)

TIP ID: LA9918773		Implementing Agency: South Gate, City of																																																																																
<div style="display: flex; justify-content: space-between;"> <div> Project Description: Construct right turn pocket on Firestone Blvd at Otis Street and traffic signal modifications. </div> <div> SCAG RTP Project #: Study N/A Is Model: Model #: PM: Jose Loera - (323)563-9578 </div> </div>																																																																																		
<div style="display: flex; justify-content: flex-end;"> LS: N LS GROUP#: Conformity Category: NON-EXEMPT </div>																																																																																		
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		<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>PHASE</th> <th>PRIOR</th> <th>18/19</th> <th>19/20</th> <th>20/21</th> <th>21/22</th> <th>22/23</th> <th>23/24</th> <th>BEYOND PROG</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td colspan="10">MR20H - Measure R 20% Highway</td> </tr> <tr> <td>PE</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>RW</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>CON</td> <td></td> <td></td> <td>\$700</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$700</td> </tr> <tr> <td>SUBTOTAL</td> <td></td> <td></td> <td>\$700</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$700</td> </tr> <tr> <td>TOTAL</td> <td></td> <td></td> <td>\$700</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$700</td> </tr> <tr> <td colspan="2">TOTAL PE: \$0</td> <td colspan="2">TOTAL RW: \$0</td> <td colspan="6">TOTAL CON: \$700</td> </tr> </tbody> </table>	PHASE	PRIOR	18/19	19/20	20/21	21/22	22/23	23/24	BEYOND PROG	TOTAL	MR20H - Measure R 20% Highway										PE										RW										CON			\$700						\$700	SUBTOTAL			\$700						\$700	TOTAL			\$700						\$700	TOTAL PE: \$0		TOTAL RW: \$0		TOTAL CON: \$700					
PHASE	PRIOR	18/19	19/20	20/21	21/22	22/23	23/24	BEYOND PROG	TOTAL																																																																									
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<div style="display: flex;"> <div style="width: 30%;"> - General Comment: - Modeling Comment: - TCM Comment: - Amendment Comment: - CMP Comment: - Narrative: </div> <div style="width: 70%;"></div> </div>																																																																																		
Last Revised: Amendment 19-14 - Submitted		Change reason: New Project Total Cost: \$700																																																																																

ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

MEASURE R FUNDING AGREEMENT HIGHWAY PROGRAM

This Funding Agreement ("FA") is made and entered into effective as of August 5, 2021 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of South Gate ("GRANTEE") for Garfield Avenue Median Improvement Project, LACMTA Project ID# MR306.63 and FTIP# LA0G675, (the "Project"). This Project is eligible for funding under Line 37 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund **only** Construction of the Project.

WHEREAS, the LACMTA Board, at its July 22, 2021 meeting, programmed \$340,000, in Measure R Funds to GRANTEE for Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$340,000 in Measure R Funds in Fiscal Year (FY) FY 2021-22. The total designated for Construction of the Project is \$340,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan - Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – intentionally omitted
9. Attachment D-2 – Quarterly Progress/Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Bond Requirements
12. 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 FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie N. Wiggins
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Deputy

Date: 11/18/2021

GRANTEE:

CITY OF SOUTH GATE

By: _____
Al Rios
Mayor

Date: 03/29/2022

APPROVED AS TO FORM:

By: _____
Raul Salinas
City Attorney

Date: 3/29/2022

ATTEST:

By: _____
Carmen Avalos
City Clerk

Date: 3/29/22

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Garfield Avenue Median Improvement – Construction. LACMTA Project ID# MR306.63, FTIP# LA0G675.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
 - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$340,000 (the "Fund") for the Project. LACMTA Board of Directors' action of July 22, 2021 granted the Measure R Funds for the Project. The Funds are programmed over one year for Fiscal Year (FY) FY 2021-22.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, 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 retention pending an audit of expenditures and completion of scope of work.
4. Attachment A the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. Attachment B-1 is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer of Construction & Engineering in writing. If the LACMTA's Senior Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. Attachment C is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if

applicable. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE'S ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. Attachment D is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/ Expenditure Report are attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. Attachment E, the "FTIP PROJECT SHEET (PDF)", 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 Measure R 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 information 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.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment F to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably

requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as Attachment G, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, 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 FA, 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 or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Lucy Delgadillo
LACMTA Project Manager
Mail Stop 99-18-2
Phone (213) 922-7099
E-mail DelgadilloLu@metro.net

14. GRANTEE's Address:

City of South Gate
8650 California Ave
South Gate, CA 90280
Attn: Jose Loera
Phone: 323-563-9578
Email: jloera@sogate.org

PART II
GENERAL TERMS OF THE FA

1. **TERM**

The term of this FA shall commence on the Effective Date of this FA, 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 FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Quarterly Progress/ Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/ Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

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

All invoice material must contain the following information:

Re: LACMTA Project ID# MR306.63 and FA# FA920000000MR30663
[LACMTA Project Manager Name; Mail Stop 99-18-2]

4. USE OF FUNDS

4.1 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 specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. 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 FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 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 as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 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 shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS

Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.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 http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements 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/call_projects/call_projects-reference-documents/. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. 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 Reports 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. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 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 FA 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 of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). 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.

6.4 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"). Such 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.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 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.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE'S records 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.

6.7 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 FA.

6.8 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.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds 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 FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 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 as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the Grantee Funding Commitment, if any is 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 may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate, the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA 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, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or 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 FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
- (iv) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (v) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 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 FA; (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.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 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.

12. COMMUNICATIONS

12.1 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 online 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA 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 Agreement as though fully set forth herein.

13.2 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 FA. Equipment acquired as part of the Project, including office equipment, 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.

13.3 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 FA, 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.

13.4 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 FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, 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) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; 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 FA.

13.5 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 FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA 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.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA 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.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.12 GRANTEE, in the performance of the work described in this FA, 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.

FTIP #: LA0G675

ATTACHMENT A - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 9200000000MR306.63

Project Title: Garfield Ave Median Improvement Project Project#: MR306.63

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS						\$ 340,000	\$ 340,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340,000	\$ 340,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340,000	\$ 340,000	100%

ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR306.63

Project Title: Garfield Ave Median Improvements Project Project#: MR306.63

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
PROP C 25%									
PS&E	\$1,800	\$2,492	\$2,603	\$3,200	\$1,152	\$7,690	\$2,138	\$24,416	\$45,490
Total PROP C 25%	\$1,800	\$2,492	\$2,603	\$3,200	\$1,152	\$7,690	\$2,138	\$24,416	\$45,490
SUM PROG LACMTA FUNDS:	\$1,800	\$2,492	\$2,603	\$3,200	\$1,152	\$7,690	\$2,138	\$24,416	\$45,490
PROJECT FUNDING FY18-19 and FY19-20	\$1,800	\$2,492	\$2,603	\$3,200	\$1,152	\$7,690	\$2,138	\$24,416	\$45,490
SOURCES OF FUNDS	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
Const. Support				\$5,000	\$34,000	\$5,000			\$44,000
Construction					\$250,000	\$46,000			\$296,000
Total MEASURE R	\$0	\$0	\$0	\$5,000	\$284,000	\$51,000	\$0	\$0	\$340,000
PROP C 25%									
PS&E	\$266	\$17,528							\$17,794
Construction			\$54,751	\$52,946	\$53,083	\$53,083	\$53,083		\$266,947
Total PROP C 25%	\$266	\$17,528	\$54,751	\$52,946	\$53,083	\$53,083	\$53,083	\$0	\$284,741
SUM PROG LACMTA FUNDS:	\$266	\$17,528	\$54,751	\$57,946	\$337,083	\$104,083	\$53,083	\$0	\$624,741
OTHER NON LACMTA FUNDING:									
LOCAL: SB-1									
Construction				\$50,000	\$100,000	\$50,000			\$200,000
Total LOCAL	\$0	\$0	\$0	\$50,000	\$100,000	\$50,000	\$0	\$0	\$200,000
FEDERAL: STPL									
Const. Support			\$5,000	\$5,000	\$5,000	\$5,000			\$20,000
Construction			\$144,352	\$501,591	\$476,591	\$501,591			\$1,624,125
Total FEDERAL	\$0	\$0	\$149,352	\$506,591	\$481,591	\$506,591	\$0	\$0	\$1,644,125
SUM NON-LACMTA FUNDS :	\$0	\$0	\$149,352	\$556,591	\$581,591	\$556,591	\$0	\$0	\$1,844,125
PROJECT FUNDING FY20-21 and FY21-22	\$266	\$17,528	\$204,102	\$614,537	\$918,674	\$660,674	\$53,083	\$0	\$2,468,865
SUMMARY OF ALL FUNDS									
PS&E	\$2,066	\$20,020	\$2,603	\$3,200	\$1,152	\$7,690	\$2,138	\$24,416	\$63,283
Const. Support	\$0	\$0	\$5,000	\$10,000	\$39,000	\$10,000	\$0	\$0	\$64,000
Construction	\$0	\$0	\$199,102	\$604,537	\$879,674	\$650,674	\$53,083	\$0	\$2,387,072
TOTAL MILESTONES	\$2,066	\$20,020	\$206,705	\$617,737	\$919,826	\$668,364	\$55,221	\$24,416	\$2,514,355
SUM PROG LACMTA FUNDS	\$2,066	\$20,020	\$57,353	\$61,146	\$338,235	\$111,773	\$55,221	\$24,416	\$670,230
SUM NON-LACMTA FUNDS	\$0	\$0	\$149,352	\$556,591	\$581,591	\$556,591	\$0	\$0	\$1,844,125
TOTAL PROJECT FUNDING	\$2,066	\$20,020	\$206,705	\$617,737	\$919,826	\$668,364	\$55,221	\$24,416	\$2,514,355

ATTACHMENT C
SCOPE OF WORK

PROJECT TITLE:

Garfield Avenue Median Street Improvements

PROJECT LOCATION:

The project is located in the City of South Gate on Garfield Avenue between Jefferson Avenue to Howerly Street.

PROJECT LIMITS:

This project limits are on Firestone Boulevard between Jefferson Avenue and Howerly Street.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to construct median that will most effectively enhance safety, reduce congestion, address deferred maintenance. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

PROJECT BACKGROUND:

The proposed project improvements include, but are not limited to the following: center medians, pavement rehabilitation, reconstruction of deficient sidewalk, curb and gutter, drive approaches and ADA compliance, road improvements and signing and striping.

MEASURE R PROJECT BUDGET:

COMPONENT	AMOUNT
Construction Support	\$ 44,000
Construction Capital	\$ 296,000
Total Budget	\$ 340,000

SCOPE:

The Project features include, but are not limited to, the following:

- A. Construction of a new medians between Century Boulevard and Howerly street.
- B. Installation of infiltration well
- C. Traffic signal modification.
- D. Installation of landscape uplighting.
- E. Construct miscellaneous improvements such as paving, wheel chair ramps, sidewalk, utility relocation, catch basin relocation, grading as necessary to reconstruct the interface between the offsite and onsite improvements, traffic signing and striping, etc., as necessary to construct the project.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

- A. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.

- B. Provide technical support during the bidding of the project.
- C. Respond to Request for Information (RFIs) during the project advertisement period and log questions and responses.
- D. Prepare project addenda at the direction of City staff.
- E. Attend a pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.
- F. Provide responses to contractor's requests for information (RFI) about the plans and specifications forwarded to the consultant by the City. This task includes conferring with the City's construction manager regarding the RFI as appropriate. Regularly scheduled construction observations is specifically excluded from the scope of work. It is assumed that ten RFI's will be responded too.
- G. Furnish a complete set of revised original record drawings complete with electronic files.
- H. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

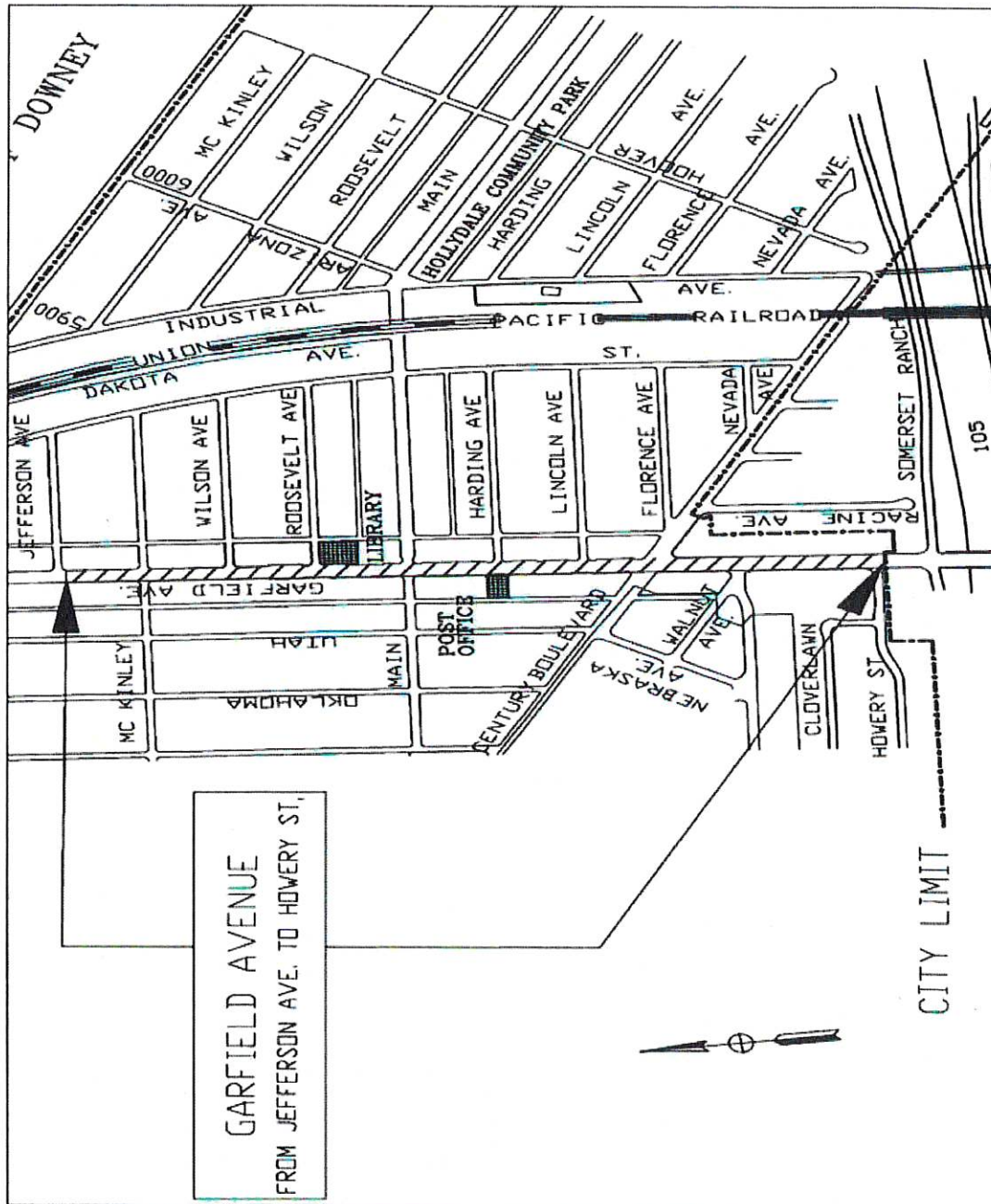
FTIP #: LA0G675
I-710 Early Action Projects (Gateway Cities)

Project#: MR306.63
FA# FA.920000000MR306.63

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	January 2020	March 2020
Solicitation Response	April 2020	May 2020
Evaluations	May 2020	May 2020
Selection	May 2020	May 2020
Board Approval Process	June 2020	June 2020
Contract Award	June 2020	June 2020
Fully Executed Contract	July 2020	July 2020
EXCAVATION		
Clear/Grub	October 2020	November 2020
Survey	October 2020	November 2020
Grading	October 2020	November 2020
ENVIRONMENTAL		
Air Quality Monitoring	October 2020	September 2021
CONCRETE		
Form Work	January 2021	July 2021
TRAFFIC CONTROL		
TMP	October 2020	September 2021
STRUCTURAL		
Pole Placement	March 2021	June 2021
UTILITIES		
ATT	October 2020	November 2020
SCE	October 2020	September 2021
MATERIALS		
Long-Lead Equipment	February 2021	November 2021
Staging	October 2020	November 2021
Material Lay Down Area	October 2020	November 2021
Signage	August 2021	September 2021
ELECTRICAL		
Power U/G Communication	October 2020	June 2021
A/G Testing/Acceptance	October 2021	November 2021
	START DATE	COMPLETION DATE
Close Out		
Testing	October 2021	November 2021
General Construction/close out project	November 2021	December 2021
CHANGE ORDERS		
P.O. Processing Time	July 2020	September 2020
Third Party Issues	June 2021	November 2021
Claims	November 2021	December 2021

ATTACHMENT C – Location Map



Project location :



FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D-2) are 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 the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 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 provides 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.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEE is 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.
- The draft 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

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

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 (FA 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/her designee.
- Any expense charged to the grant must be clearly and directly related to the 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 Effective Date of the FA, unless written authorization has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- 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*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE R ATTACHMENT D-2
QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete
Invoice #
Invoice Date
FA#
Quarterly Report #

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 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 Measure R Grant \$
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: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :☐ 2020-2021☐ 2021-2022☐ 2022-2023☐ 2023-2024☐ 2024-2025☐ 2025-2026*Quarter :*☐ Q1: Jul - Sep☐ Q2: Oct - Dec☐ Q3: Jan - Mar☐ Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

☐ RSTI☐ Pedestrian☐ Signal Synchronization☐ TDM☐ Bicycle☐ Goods Movement☐ Transit☐ Highways

LACMTA Project Manager	Name:	
	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 FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA 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 FA 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 FA 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 FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
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 FA 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 FA?

- ☐ 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.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges 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 FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
TOTAL		

Note:

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 213-922-6107.

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 _____

FTIP #: LA0G675
I-710 Early Action Projects (Gateway Cities)

Project#: MR306.63
FA# 9200000000MR30663

ATTACHMENT E

Federal Transportation Improvement Program (FTIP)

Los Angeles Metropolitan Transportation Authority 2021 Federal Transportation Improvement Program (\$000)

TIP ID LA0G675		(LA11G1)		Implementing Agency South Gate, City of																																																																																																																																																																	
Project Description: Street improvements of Imperial Hwy from east City Limit to LA River and Garfield Avenue from Jefferson Ave to South City Limit. Improvements include but not limit to rehabilitation of pavement, reconstruction of damaged curb and gutter, drive approaches, sidewalk, ramps, etc.																																																																																																																																																																					
SCAG RTP Project #: 1A104 Study Area: Is Model: NO Model #: PM: Kenneth Tang - (323) 563-0074 Email: ktang@scagate.org LS: Y LS GROUP# LA11G1 Conformity Category: EXEMPT - 93.126																																																																																																																																																																					
System: Local Hwy	Route:	Postmile:	Distance:	Phase: Construction	Project Implementation begins:																																																																																																																																																																
				Completion Date: 02/28/2021																																																																																																																																																																	
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Toll Rate: 0.00	Toll Coll Loc:	Toll Method:	How acc eg loc:	Uza: Los Angeles-Long Beach-Santa Ana	Sub-Area: Sub-Region: Gateway Cities COG																																																																																																																																																																
Program Code: LUW02 - REHABILITATION AND RECONSTRUCTION - Stop Loc:			CTIPS ID:	EA #:	PRNO:																																																																																																																																																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>PHASE</th> <th>PRIOR</th> <th>2021</th> <th>2102</th> <th>2203</th> <th>2304</th> <th>2405</th> <th>2506</th> <th>BEYOND</th> <th>PROG TOTAL</th> </tr> </thead> <tbody> <tr> <td rowspan="3">CITY - City Funds</td> <td>PE</td> <td>\$0</td> <td>\$0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$0</td> </tr> <tr> <td>RW</td> <td>\$0</td> <td>\$0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$0</td> </tr> <tr> <td>CON</td> <td>\$101</td> <td>\$67</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$168</td> </tr> <tr> <td></td> <td>SUBTOTAL</td> <td>\$101</td> <td>\$67</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$168</td> </tr> <tr> <td rowspan="3">PC20 - Los Angeles County Proposition "C20"</td> <td>PE</td> <td>\$475</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$475</td> </tr> <tr> <td>RW</td> <td>\$0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$0</td> </tr> <tr> <td>CON</td> <td>\$87</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$87</td> </tr> <tr> <td></td> <td>SUBTOTAL</td> <td>\$560</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$560</td> </tr> <tr> <td rowspan="3">STPL - STP Local</td> <td>PE</td> <td>\$0</td> <td>\$0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$0</td> </tr> <tr> <td>RW</td> <td>\$0</td> <td>\$0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$0</td> </tr> <tr> <td>CON</td> <td>\$2,279</td> <td>\$348</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$2,627</td> </tr> <tr> <td></td> <td>SUBTOTAL</td> <td>\$2,279</td> <td>\$348</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$2,627</td> </tr> <tr> <td></td> <td>TOTAL</td> <td>\$2,854</td> <td>\$415</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$3,369</td> </tr> <tr> <td colspan="2"></td> <td>TOTAL PE:</td> <td>\$475</td> <td>TOTAL RW:</td> <td>\$0</td> <td>TOTAL CON:</td> <td>\$2,892</td> <td colspan="3">TOTAL PROGRAMMED:</td> <td>\$3,355</td> </tr> </tbody> </table>							PHASE	PRIOR	2021	2102	2203	2304	2405	2506	BEYOND	PROG TOTAL	CITY - City Funds	PE	\$0	\$0							\$0	RW	\$0	\$0							\$0	CON	\$101	\$67							\$168		SUBTOTAL	\$101	\$67							\$168	PC20 - Los Angeles County Proposition "C20"	PE	\$475								\$475	RW	\$0								\$0	CON	\$87								\$87		SUBTOTAL	\$560								\$560	STPL - STP Local	PE	\$0	\$0							\$0	RW	\$0	\$0							\$0	CON	\$2,279	\$348							\$2,627		SUBTOTAL	\$2,279	\$348							\$2,627		TOTAL	\$2,854	\$415							\$3,369			TOTAL PE:	\$475	TOTAL RW:	\$0	TOTAL CON:	\$2,892	TOTAL PROGRAMMED:			\$3,355
	PHASE	PRIOR	2021	2102	2203	2304	2405	2506	BEYOND	PROG TOTAL																																																																																																																																																											
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- General Comment: - Modeling Comments: - TCM Comments: - Alternatives Comments: - CMP Comments: - Remarks:																																																																																																																																																																					
Last Revised: Adoption 21-00 - APPROVED				Change reason: Carry over from 19TIP																																																																																																																																																																	
				Total Project Cost: \$3,355																																																																																																																																																																	

FTIP #: LA0G675
I-710 Early Action Projects (Gateway Cities)

Project#: MR306.63
FA# 9200000000MR30663

Los Angeles Metropolitan Transportation Authority
2021 Federal Transportation Improvement Program (\$000)

Previously Approved TIP ID LA0G675 (LA11G1)		Implementing Agency South Gate, City of	
Project Description: Street improvements of Imperial Hwy from east City Limit to LA River and Garfield Avenue from Jefferson Ave to South City Limit. Improvements include but not limit to rehabilitation of pavement, reconstruction of damaged curbs and gutters, drive approaches, sidewalks, ramps, etc.		SCAG RTP Project #: 1A104 Study Area: LA Metro, PG Mode #: PM: Kenneth Tang - (323) 563-5574 Email: ktang@scaginfo.org LS: Y LS GROUP#: LA11G1 Conformity Category: EXEMPT - 93.126	
System: Local Hwy	Route: 1	Postmile:	Distance:
Lane # Exld:	Lane # Prop:	Imprv Desc:	Phase: Construction/Project Implementation begins
Toll Rate: 0.00	Toll Code: Loc	Toll Method:	How acts eg loc
Program Code: LUW02 - REHABILITATION AND RECONSTRUCTION Step Loc		Air Basin: SCAB	
		Envir Doc: CATEGORICALLY EXEMPT - 03/01/2011	
Utl: Los Angeles-Long Beach-Santa Ana		Sub-Area:	Sub-Region:
CTPS ID:		EA # /hs	PPNO:
PHASE	PRIOR	2021	2102
2023	2304	2405	2506
BEYOND	PROG TOTAL		
CITY - City Funds	PE	\$0	\$0
	RW	\$0	\$0
	CON	\$101	\$101
	SUBTOTAL	\$101	\$101
PG20 - Los Angeles County Proposition "COP"	PE	\$430	\$43
	RW	\$0	\$0
	CON	\$0	\$0
	SUBTOTAL	\$430	\$43
	TOTAL	\$430	\$43
	TOTAL PE: \$473	TOTAL RW: \$0	TOTAL CON: \$2,815
	TOTAL PROGRAMMED: \$3,288		

ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

FTIP #: LA9918774
I-710 Early Action Projects (Gateway Cities)

Amendment No. 1
Contract No. 2020-02-CC
Project#: MR306.57
Amendment No. 1
FA# 920000000MR30657

**AMENDMENT No.1 TO MEASURE R FUNDING AGREEMENT
BETWEEN CITY OF CITY OF SOUTH GATE AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of August 5, 2021, 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 Funding Agreement No. 920000000MR306.57, dated July 1, 2019, (the "Existing FA"), which Existing FA provides for the Imperial Highway Improvements Project (the "Project"); and
- B. WHEREAS, the Grantee desires to de-obligate the Project's budget of Measure R by \$490,000 from \$1,456,250 to \$966,250. This amount is within the Board authorized budget increase for the Project, the total new Project budget is \$966,250 which was approved by the LACMTA Board on July 22, 2021; and
- C. WHEREAS, the Funds are currently programmed for the Project as follows \$966,250 in Measure R Funds in FY 2019-20. The total designated amount for the Project is \$966,250; and
- D. Grantee and LACMTA desire to amend the Existing FA 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 I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$966,250 (the "Funds") for the Project. LACMTA Board of Directors actions on June 27, 2019 and July 22, 2021 granted the Measure R Funds for the Project. The Funds are currently programmed in Fiscal Year (FY): \$966,250 in FY 2019-20."
- 2. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.
- 3. Attachment B-1 of the Existing FA is hereby replaced by Attachment B-1-1, attached.
- 4. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.
- 5. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

FTIP #: LA9918774
I-710 Early Action Projects (Gateway Cities)

Project#: MR306.57
Amendment No. 1
FA# 920000000MR30657

IN WITNESS WHEREOF, the parties have caused this Amendment No.1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie N. Wiggins
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Deputy

Date: 11/18/2021

GRANTEE:

CITY OF SOUTH GATE

By: _____
Al Rios
Mayor

Date: 03/29/2022

APPROVED AS TO FORM:

By: _____
Raul Salinas
City Attorney

Date: 03/29/2022

ATTEST:

By: _____
Carmen Avalos
City Clerk

Date: 3/29/22

FTIP #: LA9918774

ATTACHMENT A1 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 920000000MR306.57

Project Title: Imperial Highway Corridor Improvement Project Project#: MR306.57

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2015-16	FY2016-17	FY2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING										
MEASURE R FUNDS						\$ 966,250	\$ -	\$ -	\$ 966,250	100%
PROP C 25%							\$ -	\$ -	\$ -	0%
SUBTOTAL		\$ -	\$ -	\$ -	\$ -	\$ 966,250	\$ -	\$ -	\$ 966,250	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 966,250	\$ -	\$ -	\$ 966,250	100%
OTHER SOURCES OF FUNDING:										
LOCAL: City funds									\$ -	0%
STATE: Green Project Reserve									\$ -	0%
FEDERAL: Highway Safety Improvement Program									\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 966,250	100%

ATTACHMENT B-1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA.MR306.57

Project Title: Imperial Highway from West City Limit to East City Limit Street Improvements

Project#:MR306.57

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
Const. Support							\$100,000	\$66,000	\$166,000
Construction							\$700,000	\$100,250	\$800,250
Total MEASURE R	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$166,250	\$966,250
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$166,250	\$966,250
SUMMARY OF ALL FUNDS									
Const. Support	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$66,000	\$166,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$100,250	\$800,250
TOTAL MILESTONES	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$166,250	\$966,250
SUM PROG LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$166,250	\$966,250
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$166,250	\$966,250

**ATTACHMENT C-1
SCOPE OF WORK**

PROJECT TITLE:

Imperial Highway from West City Limit to East City Limit.

PROJECT LOCATION:

The project is located on Imperial Highway in the City of South Gate.

PROJECT LIMITS:

Project improvements will be limited to Imperial Highway within the City of South Gate.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to construct raised medians, synchronized traffic signals along the boulevard to enhance traffic circulation, safety and improve air quality.

PROJECT BACKGROUND:

The proposed project improvements include, but are not limited to the following:
construction of raised medians and synchronization of signalized intersections along Imperial Highway within City limits.

PROJECT BUDGET:

	Component	Amount
1	Construction Support	\$116,500
2	Construction	\$800,250
	TOTAL BUDGET	\$966,250

SCOPE:

The Project features include, but are not limited to, the following:

- Construction of raised medians.
- Synchronization of traffic signals.
- Installation of intelligent transportation system.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

- A. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- B. Provide technical support during the bidding of the project.
- C. Respond to Request for Information (RFIs) during the project advertisement period and log questions and responses.
- D. Prepare project addenda at the direction of City staff.
- E. Attend a pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.

FTIP #: LA9918774
I-710 Early Action Projects (Gateway Cities)

Project#: MR306.57
Amendment No. 1
FA# 920000000MR30657

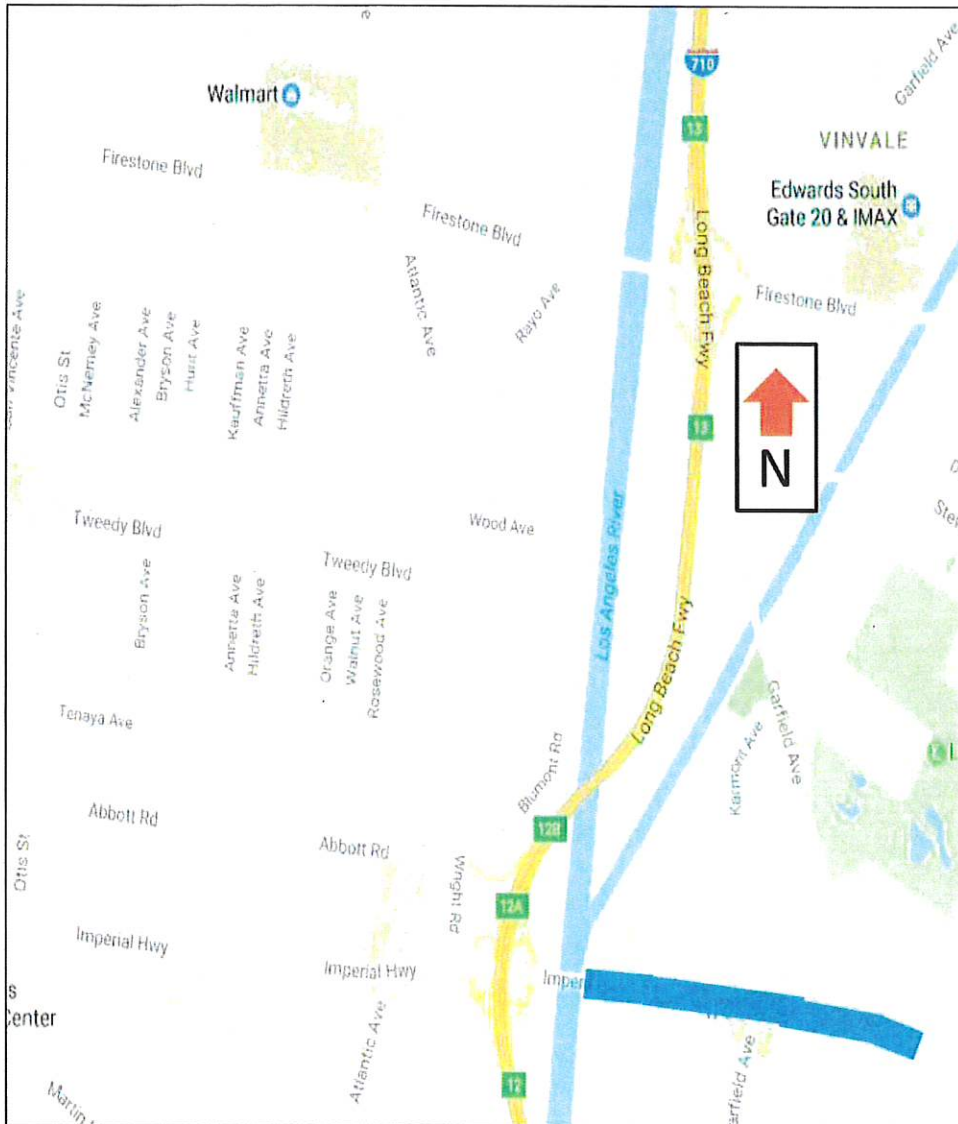
- F. Provide responses to contractor's requests for information (RFI) about the plans and specifications forwarded to the consultant by the City. This task includes conferring with the City's construction manager regarding the RFI as appropriate. Regularly scheduled construction observations is specifically excluded from the scope of work. It is assumed that ten RFI's will be responded too.
- G. Furnish a complete set of revised original record drawings complete with electronic files.
- H. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
Solicitation (Bid/Proposal)	January 2020	February 2020
Develop Solicitation Package		

ATTACHMENT C-1 -Location Map(s)



Project location : 

**MEASURE R FUNDING AGREEMENT
HIGHWAY PROGRAM**

This Funding Agreement ("FA") is made and entered into effective as of July 1, 2019 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of South Gate ("GRANTEE") for the Imperial Highway Improvements Project, LACMTA Project ID# MR306.57 and FTIP#LA9918774 (the "Project"). This Project is eligible for funding under Line 37 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund **only** construction of the Project.

WHEREAS, the LACMTA Board, at its June 27, 2019 meeting, programmed \$1,456,250, in Measure R Funds to GRANTEE for construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$1,456,250 in Measure R Funds in Fiscal Year (FY) 2019-20. The total designated for construction of the Project is \$1,456,250.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan- Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – Monthly Progress Report
9. Attachment D-2 – Quarterly Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Bond Requirements
12. 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 FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  _____
Phillip A. Washington
Chief Executive Officer

Date: 2/5/2020

APPROVED AS TO FORM:

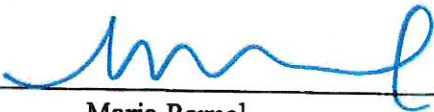
MARY C. WICKHAM
County Counsel

By:  _____
Deputy

Date: 11/14/19

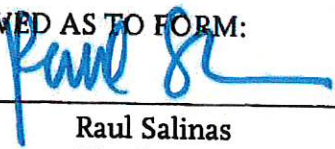
GRANTEE:

CITY OF SOUTH GATE

By:  _____
Maria Bernal
Mayor

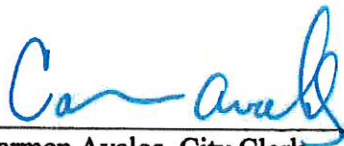
Date: 1/14/20

APPROVED AS TO FORM:

By:  _____
Raul Salinas
City Attorney

Date: 1/14/20

ATTEST:

By:  _____
Carmen Avalos, City Clerk
(SEAL)

Date: 1/16/2020

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Imperial Highway Improvements Project – Construction. LACMTA Project ID# MR306.57, FTIP# LA9918774.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
 - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$1,456,250 (the "Fund") for the Project. LACMTA Board of Directors' action of June 27, 2019 granted the Measure R Funds for the Project. The Funds are programmed for Fiscal Year (FY) 2019-20.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and/or the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, 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 retention pending an audit of expenditures and completion of scope of work.
4. Attachment A 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 funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. Attachment B-1 is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer of Highway Program in writing. If the LACMTA's Senior Executive Officer of Highway Program concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-2 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. Attachment C is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, GRANTEE shall

notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.
8. **Attachment D** is the Project Reporting & Expenditure Guidelines. GRANTEE shall complete the "Monthly Progress Report" and/or the "Quarterly Expenditure Report". The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as Attachments D-1 and D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.
9. **Attachment E**, 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 Measure R 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 information 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.
10. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.
11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, 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 FA, 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 or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Lucy Olmos Delgadillo
LACMTA PROJECT MANAGER
MAIL STOP 99-18-2
PHONE (213) 922-7099
E-MAIL DelgadilloLu@metro.net

13. GRANTEE's Address:

City of South Gate,
8650 California Avenue
South Gate, CA 90280
Attention: Jose Loera
City Traffic Engineer
PHONE 323-563-9578
EMAIL jloera@sogate.org

14. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds') to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, 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 FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# MR306.57 and FA# FA920000000MR306.57

[LACMTA Project Manager Lucy Olmos Delgadillo; Mail Stop 99-18-2]

4. USE OF FUNDS

4.1 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 specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. 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 FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 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 as appropriate. 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.

4.5 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 shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements 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 Monthly Progress and Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month, if required, and submit the draft of Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA shall review and respond in writing to the draft Monthly Progress and Quarterly Expenditure Reports within five (5) business days from receipt. Grantee shall submit the LACMTA pre-approved Monthly Progress Report and Quarterly Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. 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 Monthly Progress and Quarterly Expenditure Reports 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.

6.2 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 FA 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 of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). 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.

6.3 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"). Such 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.

6.4 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 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.

6.5 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.

6.6 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 FA.

6.7 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.

6.8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.10 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds 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 FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 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 as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is 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.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA 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.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or 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 FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
- (iv) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (v) Expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2019-20 are subject to lapse by June 30, 2024.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

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10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; or (ii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 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 FA; (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.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 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.

12. COMMUNICATIONS

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE 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.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA 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 Agreement as though fully set forth herein.

13.2 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 FA. Equipment acquired as part of the Project, including office equipment, 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.

13.3 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 FA, 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.

13.4 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 FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, 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) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; 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 FA.

13.5 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 FA.

13.6 GRANTEE shall comply with and insure that work performed under this FA 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.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, 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.

13.9 This FA shall be governed by California law. If any provision of this FA 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.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.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.

13.12 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.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.

13.12 GRANTEE will advise LACMTA prior to any key Project staffing changes.

13.13 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.14 GRANTEE, in the performance of the work described in this FA, 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 A - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 920000000MR306.57

Project Title: Imperial Highway Corridor Improvement Project Project#: MR306.57

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2015-16	FY2016-17	FY2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING										
MEASURE R FUNDS						\$ 1,456,250	\$ -	\$ -	\$ 1,456,250	100%
PROP C 25%							\$ -	\$ -	\$ -	0%
SUBTOTAL		\$ -	\$ -	\$ -	\$ -	\$ 1,456,250	\$ -	\$ -	\$ 1,456,250	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,456,250	\$ -	\$ -	\$ 1,456,250	100%
OTHER SOURCES OF FUNDING:										
LOCAL: City funds									\$ -	0%
STATE: Green Project Reserve									\$ -	0%
FEDERAL: Highway Safety Improvement Program									\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 1,456,250	100%

ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA.90000000MR306.57

Project Title: Imperial Highway from West City Limit to East City Limit Street Improvements

Project#:MR306.57

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support							\$100,000	\$95,000	\$195,000
RW									\$0
Construction							\$900,000	\$361,250	\$1,261,250
Total MEASURE R	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$456,250	\$1,456,250
PROP C 25%									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total PROP C 25%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$456,250	\$1,456,250
SUM NON-LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY18-19 and FY19-20	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$456,250	\$1,456,250
SOURCES OF FUNDS	FY Qtr 1	FY Qtr 2	FY Qtr 3	FY Qtr 4	FY Qtr 1	FY Qtr 2	FY Qtr 3	FY Qtr 4	TOTAL BUDGET
SUMMARY OF ALL FUNDS									
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$95,000	\$195,000
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$900,000	\$361,250	\$1,261,250
TOTAL MILESTONES	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$456,250	\$1,456,250
SUM PROG LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$456,250	\$1,456,250
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$456,250	\$1,456,250

ATTACHMENT C SCOPE OF WORK

PROJECT TITLE:

Imperial Highway from West City Limit to East City Limit.

PROJECT LOCATION:

The project is located on Imperial Highway in the City of South Gate.

PROJECT LIMITS:

Project improvements will be limited to Imperial Highway within the City of South Gate.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to construct raised medians, synchronized traffic signals along the boulevard to enhance traffic circulation, safety and improve air quality.

PROJECT BACKGROUND:

The proposed project improvements include, but are not limited to the following:
construction of raised medians and synchronization of signalized intersections along Imperial Highway within City limits.

PROJECT BUDGET:

	Component	Amount
1	Construction of Project Improvements	\$1,165,000
2	Construction Contingency	\$116,500
3	Construction Management & Inspection (CM&I)	\$174,750
4	Staff Time	\$0
	TOTAL BUDGET	\$1,456,250

SCOPE:

The Project features include, but are not limited to, the following:

- Construction of raised medians.
- Synchronization of traffic signals.
- Installation of intelligent transportation system.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

- A. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- B. Provide technical support during the bidding of the project.
- C. Respond to Request for Information (RFIs) during the project advertisement period and log questions and responses.
- D. Prepare project addenda at the direction of City staff.

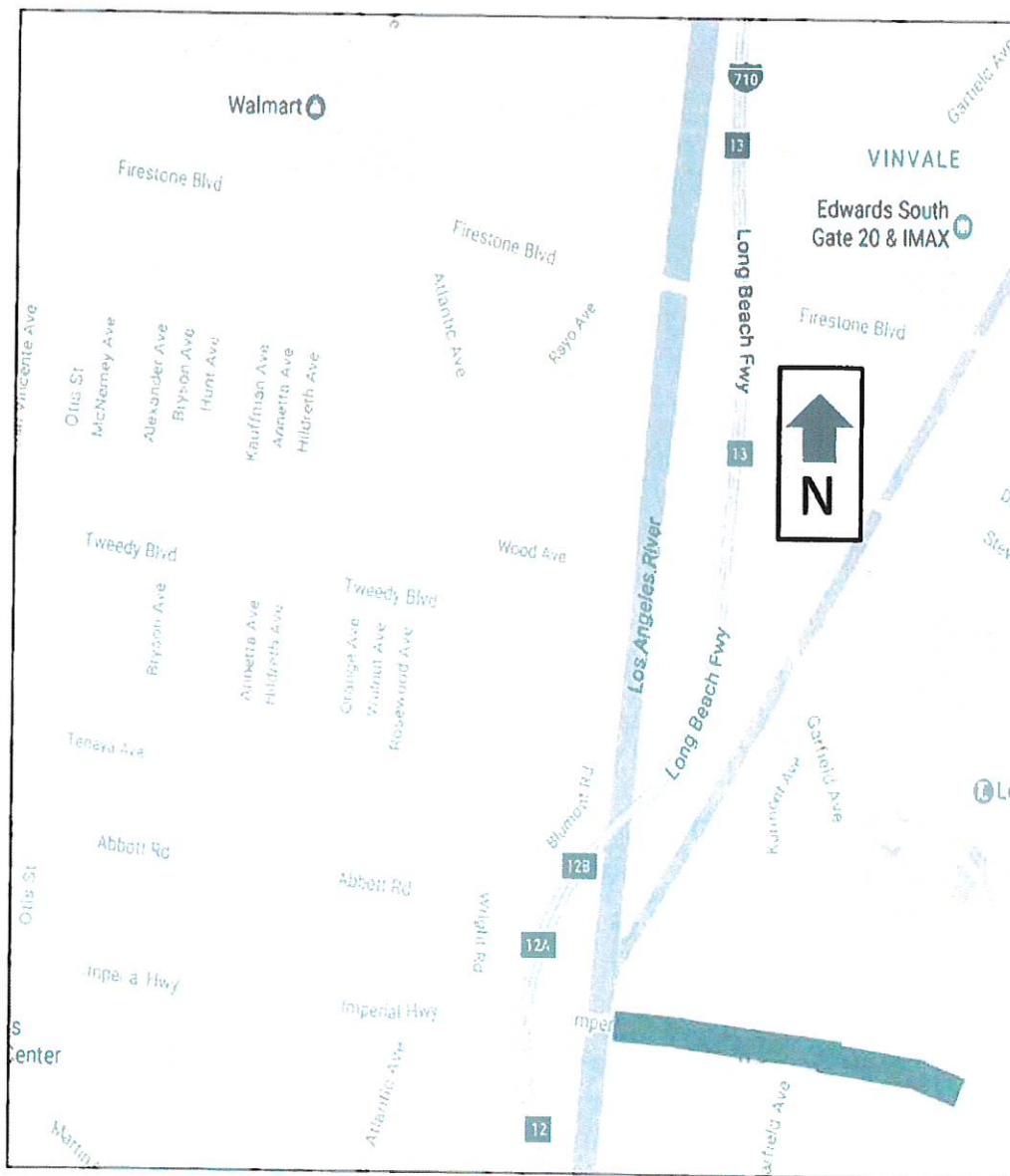
- E. Attend a pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.
- F. Provide responses to contractor's requests for information (RFI) about the plans and specifications forwarded to the consultant by the City. This task includes conferring with the City's construction manager regarding the RFI as appropriate. Regularly scheduled construction observations is specifically excluded from the scope of work. It is assumed that ten RFI's will be responded too.
- G. Furnish a complete set of revised original record drawings complete with electronic files.
- H. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
Solicitation (Bid/Proposal)	January 2020	February 2020
Develop Solicitation Package		

ATTACHMENT C -Location Map(s)



Project location : 

FA ATTACHMENT D
PROJECT 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 ACCOUNTSPAYABLE@METRO.NET or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 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.
- 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.
- 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 (FA 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/her designee.

- Any expense charged to the grant must be clearly and directly related to the 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 Effective Date of the FA, unless written authorization has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- 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*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

**LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Monthly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO METRO PROJECT MANAGER

after the close of each month. 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 I: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

MONTHLY REPORT SUBMITTED FOR: Month: _____ Year: _____

DATE SUBMITTED: _____

LACMTA Project Manager	Name:	
	Phone Number:	
	e-mail:	
GRANTEE Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT

SECTION 1. MONTHLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW

Grantees must make every effort to accurately portray milestone dates in the original FA 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 FA, Additionally, please provide a CPM if the project is in construction.

FA Milestones	Original FA Start Date in Scope of Work (Month/Year)	Original FA End Date in Scope of Work (Month/Year)	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year)	Schedule Variance (Months)
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PLANNING							
Prepare Concept Report							
Prepare Feasibility Study							
Prepare Project Study Report							
PA&ED							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PS&E							
35% PS&E							
65% PS&E							
95% PS&E							
OTHER: (Please specify)							
ROW							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
CONSTRUCTION							
OTHER: (Please specify)							

2. PROJECT COMPLETION

Based on the comparison of the original and actual project milestone schedules above, project is (select only one):

- ☐ Ahead of original FA schedule
 ☐ Less than 12 months behind original schedule
☐ On schedule per original FA schedule
 ☐ More than 24 months behind original schedule
☐ Between 12-24 months behind original schedule

LACMTA
ATTACHMENT D-1
PROJECT TITLE:
MONTHLY PROGRESS REPORT

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this month.

4. PROJECT DELAY/ACTION ITEM TO RESOLVE DELAY

If the project is delayed, include description of the delay and action items that have been, or will be, undertaken to resolve the delay.

Delay Issue(s)	Targeted Resolution/Response Date

6. COST SUMMARY

FA Milestones	Project Budget	LACMTA Approved Changes	Current Approved Budget	Expenditures to Date	Cost Variance	Percent Completed By Dollar Amount
PLANNING						
PA&ED						
PS&E						
ROW Support						
ROW						
CONSTRUCTION Support						
CONSTRUCTION						

7. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risk. This section requires periodic updates as the project progresses and as risk events occur.

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies
Environmental			
Planning			
Design			
ROW			
Construction			
Bid/Award			
Third Party			

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

LACMTA FA MEASURE R ATTACHMENT D-2 **QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete
Invoice #
Invoice Date
FA#
Quarterly Report #

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 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 C) 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 Measure R Grant \$
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:** _____**FA #:** _____**QUARTERLY REPORT SUBMITTED FOR:****Fiscal Year :**☐ 2014-2015☐ 2015-2016☐ 2016-2017☐ 2017-2018☐ 2018-2019☐ 2019-2020**Quarter :**☐ Q1: Jul - Sep☐ Q2: Oct - Dec☐ Q3: Jan - Mar☐ Q4: Apr - Jun**DATE SUBMITTED:** _____**LACMTA MODAL CATEGORY:**☐ RSTI☐ Pedestrian☐ Signal Synchronization☐ TDM☐ Bicycle☐ Goods Movement☐ Transit

LACMTA Project Manager	Name:	
	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 FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA 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 FA 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 FA 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 FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
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 FA 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 FA?

- ☐ 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.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges 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 FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
TOTAL		

Note:

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 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____
stated in this report is true and correct. _____ and that to the best of my knowledge and belief the information

Signature

Date

Name

Title

Los Angeles Metropolitan Transportation Authority

2019 Federal Transportation Improvement Program (\$000)

TIP ID: **LA9918774**

Implementing Agency: **South Gate, City of**

Project Description: Raised median, Timing and Coordination, Intelligent Transportation System

SCAG RTP Project #:
Study: N/A Is Model: Model #:
PM: Jose Loera - (323)563-9578

LS: N LS GROUP#:
Conformity Category:

System: Local Hwy Route: Postmile: Distance: Phase: Engineering/Plans, Specifications and Estimates (PS&E) Completion Date 12/31/2022

Lane # Extd: Lane # Prop: Imprv Desc:

Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 03/10/2017

Toll Rate:
0.00

Toll Colc Loc:

Toll Method:

Hov acs eg loc:

Uza: Los Angeles-Long
Beach-Santa Ana

Sub-Area:

Sub-Region: Gateway Cities
COG

CTIPS ID:

EA #:

PPNQ:

Program Code: LUM02 - REHABILITATION AND RECONSTRUCTION Stop Loc:

	PHASE	PRIOR	18/19	19/20	20/21	21/22	22/23	23/24	BEYOND	PROG TOTAL
MR20H - Measure R 20% Highway	PE									
	RW									
	CON			\$1,456						\$1,456
	SUBTOTAL			\$1,456						\$1,456
	TOTAL			\$1,456						\$1,456
	TOTAL PE: \$0		TOTAL RW: \$0		TOTAL CON: \$1,456					

- General Comment:
- Modeling Comment:
- TCM Comment:
- Amendment Comment:
- CMP Comment:
- Narrative:

Last Revised Amendment 19-14 - Submitted

Change reason: New Project

Total Cost **\$1,456**

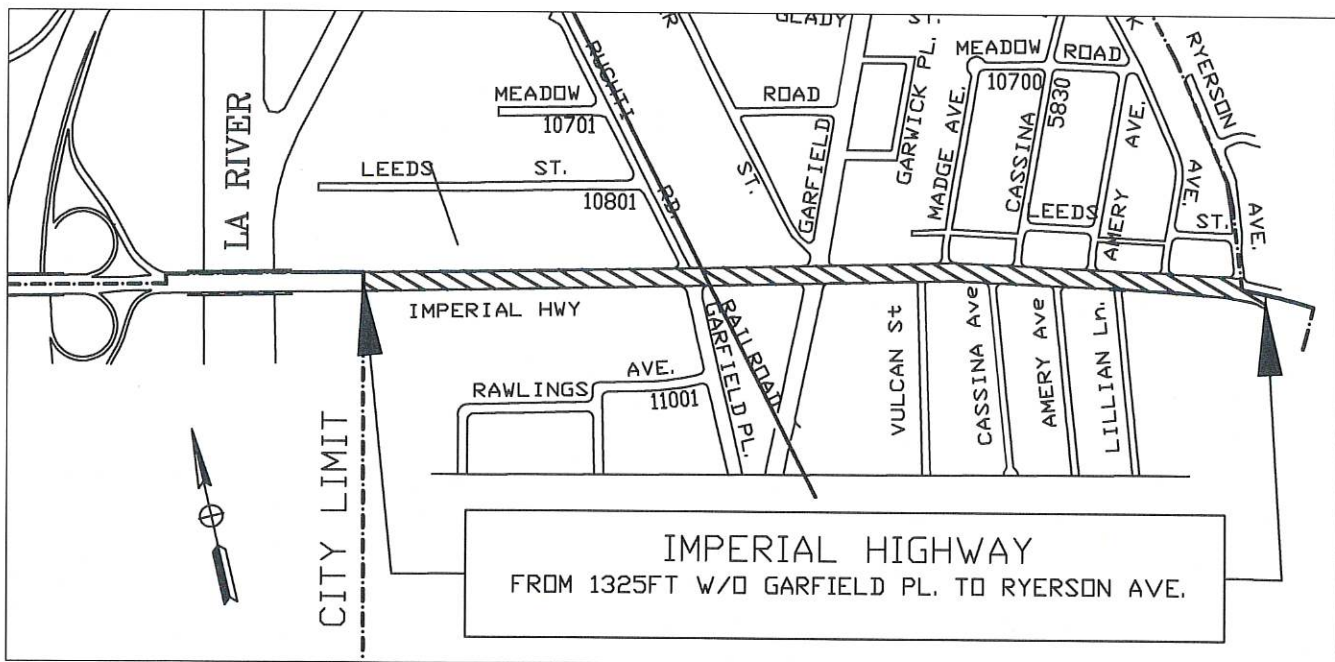
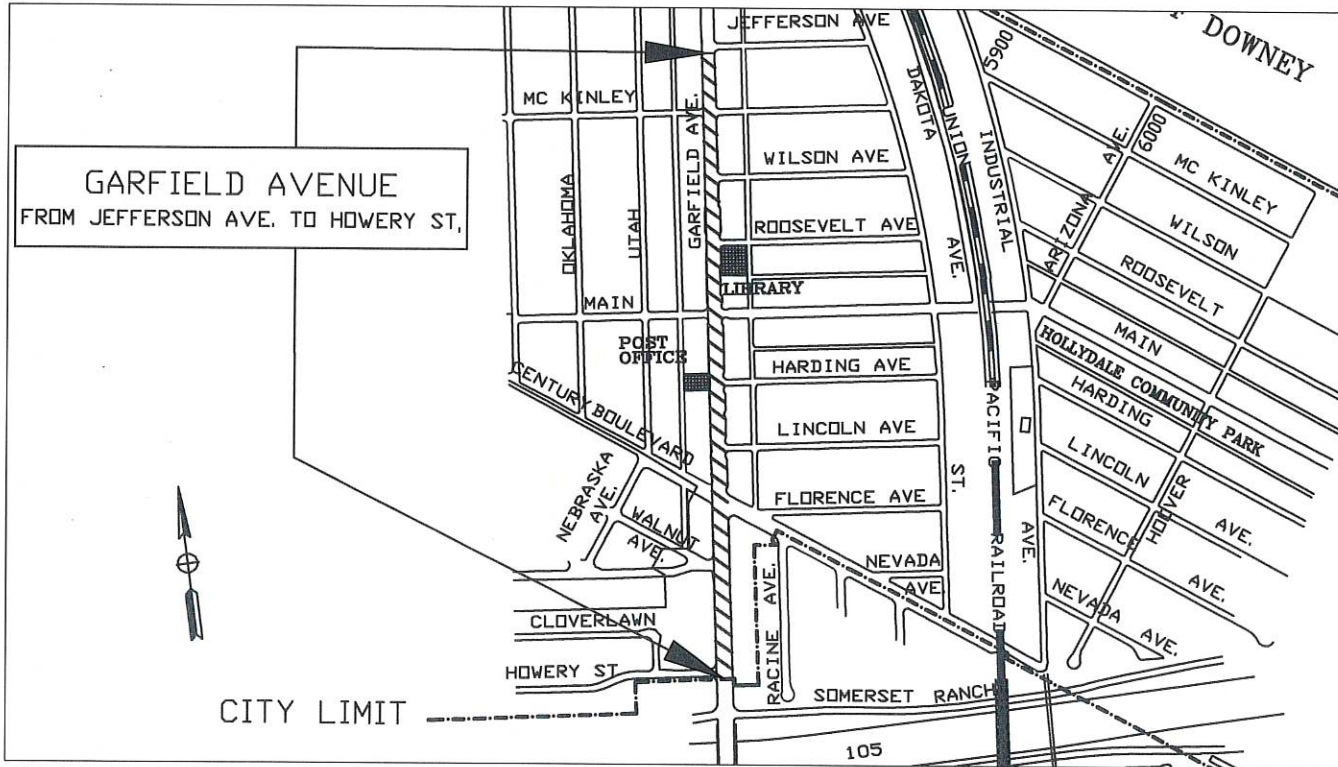
ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

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

CITY MANAGER'S OFFICE

City of South Gate CITY COUNCIL

APR 06 2022
7:00 AM

AGENDA BILL

For the Regular Meeting of: April 12, 2022
Originating Department: Administrative Services

Department Head: Misty Cheng Interim City Manager: Chris Jeffers
Misty Cheng Chris Jeffers

SUBJECT: AGREEMENT WITH DAVIS FARR, LLP FOR FINANCIAL AUDIT SERVICES

PURPOSE: To select professional firm Davis Farr, LLP and approve agreement to provide financial audit services to the City of South Gate.

RECOMMENDED ACTION: The City Council will consider:

- Approving the selection of the Davis Farr, LLP to provide financial audit services to the City for a term of three years with an option to extend the contract for two subsequent fiscal years; and
- Authorizing the Mayor to execute the agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: The fees for audit services are included in the City's annual budget. The not-to-exceed cost will be \$59,600, \$59,600, and \$61,441 for FY 2021/22, FY2022/23, and FY 2023/24, respectively. The City will have the option to extend the contract for FY 2024/25 and FY 2025/26 for \$63,331 and \$65,221, respectively.

ANALYSIS: None.

BACKGROUND: The City of South Gate has contracted for auditing services with Pun Group, LLP, since 2016. The contract with Pun Group has expired with the financial audit of fiscal year ending June 30, 2021. Staff issued a formal Request for Proposal (RFP) for financial audit services on January 13, 2022, with a closing date of February 14, 2022. The City received formal proposals from nine firms and their proposed cost, shown below.

Firm Name	June 30, 2022	June 30, 2023	June 30, 2024	June 30, 2025*	June 30, 2026*	Total
Badawi & Associates	59,930	60,720	62,555	62,555	62,555	307,315
Davis Farr LLP	59,600	59,600	61,441	63,331	65,221	309,193
Van Lant & Fankhanel (VLF)	61,450	61,450	62,960	62,960	65,100	313,920
Eadie & Payne	63,590	64,820	66,220	67,450	67,170	331,250
Harshwal & Co.	66,770	66,770	66,770	69,350	69,350	339,010
Rogers, Anderson, Malody & Scott	68,735	68,735	71,155	71,155	73,760	353,540

(RAMS)						
Vasquez & Co.	67,000	69,010	71,080	73,213	75,409	355,712
Clifton, Larsen, Allen (CLA)	70,470	70,470	73,325	75,610	78,090	367,965
Pun Group	69,500	71,584	73,733	75,945	78,223	368,985

*These are optional years at the discretion of the City.

To comply with the City's procurement policy, staff reviewed and evaluated the formal responses to the RFP. Staff selected Davis Farr, LLP to provide professional financial audit services to the City of South Gate and its related entities for the fiscal years ending June 30, 2022, June 30, 2023, and June 30, 2024, with the option to extend the contract two subsequent years.

Davis Farr, LLP is a highly qualified, full-service firm that provides attest and advisory services to federal, state, and local governments out of California and Washington offices. The firm's partners have served governmental agencies for over 30 years. The firm has extensive experience in audits of local governments as well as experience with preparation of the Annual Comprehensive Financial Reports (ACFR), and comprehensive assistance with the implementation of new GASB pronouncements. The City would be serviced by their Irvine office.

The independent audit firm of Davis Farr, LLP is responsible for conducting a financial audit on the City of South Gate's financial records in accordance with generally accepted auditing standards and the standards for financial audits as contained in the Government Auditing Standards issued by the Controller of the United States. The independent auditor will plan and perform the audit to obtain reasonable assurance about whether the City's financial statements are free from material misstatement. The independent auditor will also prepare the necessary reports and submit such reports to the appropriate federal and state agencies to ensure compliance with the regulatory bodies.

The most important role the independent audit firm plays is reporting to the City Council financial matters from the recently completed fiscal year including, but not limited, to value of fixed assets, fund balances, compliance with accounting standards, debt service payments, and various other critical financial information that the governing body should be made aware of.

Staff is requesting Council's approval to enter into an agreement with Davis Farr, LLP for financial audit services in order to allow the annual audit process to begin as soon as possible and remain on schedule, thereby avoiding any delays in completing the required annual independent audit and issuance of the ACFR and other required reports for the fiscal year ending June 30, 2022.

ATTACHMENTS: A. Proposed Professional Services Agreement
B. Davis Farr LLP's Proposal for Financial Auditing Services

**AGREEMENT FOR PROFESSIONAL SERVICES FOR AUDIT SERVICES
BETWEEN THE CITY OF SOUTH GATE AND DAVIS FARR, LLP**

This Agreement for Professional Services for Audit Services ("Agreement") is made and entered into on April 12, 2022, by and between the City of South Gate, a municipal corporation ("City"), and Davis Farr, LLP, 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 a qualified provider for certain services relating to Audit Services;

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 as described in the Scope of Services attached hereto as Exhibit "A" of 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" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
- 2. COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Three Hundred Nine Thousand One Hundred Ninety-Three Dollars (\$309,193)** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and 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 Administrative Services or his/her designee.
 - 2.1** Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.
 - 2.2** Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) 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 April 12, 2022, and will remain in effect for a period of 5 years from said date or until project completion, 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 Administrative Services ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, 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 in the 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 any 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 Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
 - 6.1 **Termination for Convenience.** 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 the total amount of its costs 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 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, computations, 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 the 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, disability, 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 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 6.4.2 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 (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 workers' compensation insurance for their respective employees.

6.5.2 Comprehensive general and automobile 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 and authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured the 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.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and

any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

- 6.9.1** All services required under the 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 subcontractors' 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 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 of 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 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 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

6.13 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, sub-consultants 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, sub-consultants and agents.

6.14 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 Consultant.

6.15 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.

6.16 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.

6.17 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.

6.18 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.

6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' 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 attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.20 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.

6.21 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
Director of Administrative Services
8650 California Avenue
South Gate, CA 90280
Email: mcheng@sogate.org
TEL: (323) 563-9523

WITH COURTESY COPY TO:

City of South Gate
Raul Salinas, City Attorney
8650 California Avenue
South Gate, CA 90280
Email: rsalinas@sogate.org
TEL: (323)563-9538

TO CONSULTANT:

Davis Farr, LLP
Jennifer Farr, Partner
18201 Von Karman Ave., Ste. 1100
Irvine, CA 92612
Email: jfarr@davisfarr.com
TEL: (949) 474-2020

6.22 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.

6.23 Consultation with Attorney. Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

6.24 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.

7. EFFECTIVE DATE. The effective date of this Agreement is April 22, 2022, and will remain in effect through and until project completion, unless otherwise terminated 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: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Chris Jeffers, Deputy City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas DE
Raul F. Salinas, City Attorney

DAVIS FARR, LLP:

By: _____
Jennifer Farr, Partner

Dated: _____



PROPOSAL FOR

FINANCIAL AUDITING SERVICES FOR THE CITY OF SOUTH GATE

Prepared By:

Davis Farr LLP
18201 Von Karman Ave | Suite 1100
Irvine, CA 92612

Contact Person:

Jennifer Farr, CPA, MBA | Partner
Office: 949.474.2020 | Direct: 949.783.1740
Email: jfarr@davisfarr.com



CITY OF SOUTH GATE

Misty Cheng, Interim Director of Administrative Services
8650 California Avenue
South Gate, CA 92820

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RFP Forms

Schedule of Professional Fees & Expenses

APPENDIX

Resumes

Peer Review Documentation



Davis Farr LLP
18201 Von Karman Avenue | Suite 1100 | Irvine, CA 92612
Main: 949.474.2020 | Fax: 949.263.5520

February 14, 2022

Misty Cheng, Interim Director of Administrative Services
City of South Gate
8650 California Ave
South Gate, CA 90280

Re: RFP for Professional Auditing Services

Dear Ms. Cheng,

We are pleased to provide our proposal to perform professional auditing services to the City of South Gate (the "City") for the fiscal years ending June 30, 2022 through 2024 with the option to renew the contract for two subsequent fiscal years.

Our service philosophy is one of open and constant communication, a proactive approach and responsive, value-added services. We will listen to your ideas and concerns and will bring creative solutions to you in both financial and other operational areas. We are aware that while the City has solicited numerous proposals, Davis Farr LLP would be your best selection for the following reasons which are set forth in greater detail in our proposal:

- We take a proactive leadership role in local government accounting and auditing issues. Jennifer Farr is the current Chair of the Government Accounting and Audit Committee of the Cal CPA Society and our Partners are active members of the CSMFO Professional Standards Committee, the GFOA Special Review Committee, and other organizations. Our Partners are frequent speakers on technical topics at conferences and training events throughout California, including the recent CSMFO Annual Conference.
- We currently provide audit services to over 20 cities in Southern California. Our deep understanding of the issues facing California governments enables us to provide high quality audit services to the City of South Gate.
- We extensively utilize data mining software to evaluate anomalies in your accounting data. This helps focus our auditors' attention on potential errors in the accounting records and transactions that could be more susceptible to fraud.

We appreciate the opportunity to share our credentials and look forward to developing our professional relationship. Our proposal remains a firm and irrevocable offer for 90 days. I look forward to you contacting me so that I may answer further any questions which you may have. You may contact me at (949) 783-1740.

Very truly yours,

Jennifer Farr, CPA, MBA
Partner

Appendix B

Auditor Information Sheet

Auditor Name: Davis Farr LLP

Auditor Parent or Ownership: Partnership

Address: 18201 Von Karman Ave, Suite 1100, Irvine, CA 92612

Telephone Number: 949.474.2020 Fax Number: 949.263.5520

Website: www.davisfarr.com

Management person responsible for direct contact with the City and the services required for this Request for Proposal (RFP):

Name: Jennifer Farr

Title: Partner

Telephone Number: 949.783.1740

E-mail Address: JFarr@davisfarr.com

Who will be the Audit Manager for the City of South Gate Audit:

Name: Erick Martin

Title: Manager

Telephone Number: 949.474.2020

E-Mail Address: EMartin@davisfarr.com

Section A – About Davis Farr LLP

Background Information – Davis Farr LLP is a full-service regional accounting firm that specializes in providing attest and advisory services to federal, state, and local governments out of our California and Washington offices. This engagement would be serviced by our Irvine office. Our personnel have served governmental entities for over 30 years. A breakdown of our government audit personnel by classification is provided below.

License to Practice in California – Davis Farr LLP and all key personnel are licensed with the California State Board of Accountancy to practice as independent certified public accountants. If selected, Davis Farr LLP will obtain a City of South Gate business license.

Independence – Davis Farr LLP is independent with respect to the City of South Gate and its component units as defined by U.S. General Accounting Office's *Government Auditing Standards* and Generally Accepted Auditing Standards. Neither Davis Farr LLP nor the key personnel have any potential or real conflicts of interest. Davis Farr LLP provided Transient Occupancy Tax Agreed-Upon Procedures services for the City of South Gate within the last five years. These services do not impair the firm's independence.

Insurance – Davis Farr LLP has sufficient insurance coverage to meet or exceed the City's requirements and will provide insurance certificates to the City prior to entering into a contract. The firm maintains a prudent amount of errors and omissions insurance that covers negligent acts as is applicable to the work requested in the RFP.

Quality Control – Davis Farr LLP and its Partners are members of the American Institute of Certified Public Accountants (AICPA) and is a member of the AICPA's Government Audit Quality Center. Our firm is a voluntary participant in the AICPA Peer Review Program. Included in the appendix is our most recent Peer Review report where our firm received a *Pass*. A *Pass* demonstrates the highest level of quality control in a Peer Review. The Peer Review included a review of government engagements. Davis Farr LLP has not had any federal or state desk reviews or field reviews during the past three years. There have been no disciplinary action taken or pending against the firm during the past three years with state regulatory bodies or professional organizations.

Training – Every professional of the firm participates in continuing professional education courses. Each person is required to take at least 80 hours of training over a two-year period including 24 hours a year specific to government accounting and audit topics. Courses cover a wide spectrum of professional and technical subjects, and include Fraud, Professional Ethics and Governmental Accounting and Auditing topics to help the practitioner maintain his/her professional expertise.

	Classification	Number of Employees	
	Partners	7	
	Managers	8	
	Supervisors	4	
	Seniors	17	
	Staff	13	
	Administrative	3	
	Total personnel	52	

Professional Affiliations

Government Audit Quality Center – Davis Farr LLP is a member of the Government Audit Quality Center (GAQC). The GAQC promotes the importance of quality governmental audits and the value of such audits to purchasers of governmental audit services. GAQC is a voluntary membership center for CPA firms and state audit organizations that perform governmental audits.

National Registry of CPE Sponsors – Davis Farr LLP is registered to provide continuing professional education through the National Association of State Board of Accountancy (NASBA). NASBA recognizes CPE program sponsors who provide continuing professional education programs in accordance with nationally recognized standards. We provide CPE to our clients at our annual GASB Update.

Cal CPA – Many of the CPAs employed by Davis Farr LLP are members of Cal CPA and regularly participate in chapter meetings, education, and events. Cal CPA recognized one of Davis Farr LLP's partners with their *Women to Watch* award in the Experienced Leader category. Davis Farr presented at the 2020 **Women's Leadership Forum** on generational issues in the workplace. Davis Farr LLP partners are also members of the **Governmental Accounting and Auditing Committee** of the CalCPA and Jennifer Farr is the current Chair of the Committee.

American Institute of CPAs – Davis Farr LLP and the firm's Partners are members of the American Institute of CPAs (AICPA). The AICPA develops standards for audits, provides educational guidance materials to its members, and monitors and enforces compliance with the profession's technical and ethical standards.

CSMFO – The Partners of Davis Farr LLP are members of the California Society of Municipal Finance Officers (CSMFO), the statewide organization serving all California municipal finance professionals. Firm personnel regularly attend CSMFO Chapter Meetings and Conferences. The Partners of Davis Farr LLP are frequent presenters on accounting and auditing technical topics at Chapter Meetings and Conferences. Davis Farr presented at the annual CSMFO conference in February 2021 on the topic of capital assets.

GFOA – The Government Finance Officers Association (GFOA) enhances and promotes the professional management of governmental financial resources by identifying, developing, and advancing fiscal strategies, policies, and practices for the public benefit. The Partners of Davis Farr LLP are members of the Certificate of Achievement Program's Special Review Committee. The Committee reviews Comprehensive Annual Financial Reports submitted to GFOA for the CAFR Award Program.



Section B – Firm Qualifications and Experience

Davis Farr LLP is a leader in the local government sector throughout the Southern California Area. Currently, we service approximately 60 local, state, and federal government entities. Davis Farr LLP services routinely provided to our clients include, but are not limited to:



Our government expertise includes Cities, Special Districts, and other Governmental entities. Among the government agencies that the professionals of Davis Farr LLP have served recently are the following:

- City of Avalon
- City of Carlsbad
- City of Commerce
- City of Coronado
- City of Costa Mesa
- City of Cypress
- City of Encinitas
- City of Fontana
- City of Fountain Valley
- City of Garden Grove
- City of Huntington Beach
- City of Indio
- City of Irvine
- City of Laguna Niguel
- City of Los Angeles
- City of Mission Viejo
- City of Newport Beach
- City of Poway
- City of Rancho Santa Margarita
- City of Santee
- City of South Gate
- City of Vista
- County Los Angeles
- County of Placer
- County of San Diego
- East Orange County Water District
- Hass Avocado Board
- Irvine Ranch Water District
- Leucadia Wastewater District
- Metropolitan Water District of So CA
- Municipal Water District of So CA
- Orange County LAFCO
- Oxnard Housing Authority
- Placer County Water Agency
- Salton Sea Authority
- San Diego County Water Authority
- San Diego Association of Governments
- San Diego LAFCO
- Sweetwater Authority
- Tahoe Regional Planning Agency
- Tahoe Transportation District
- Vallecitos Water District

Section C – Similar Engagements with other Government Entities

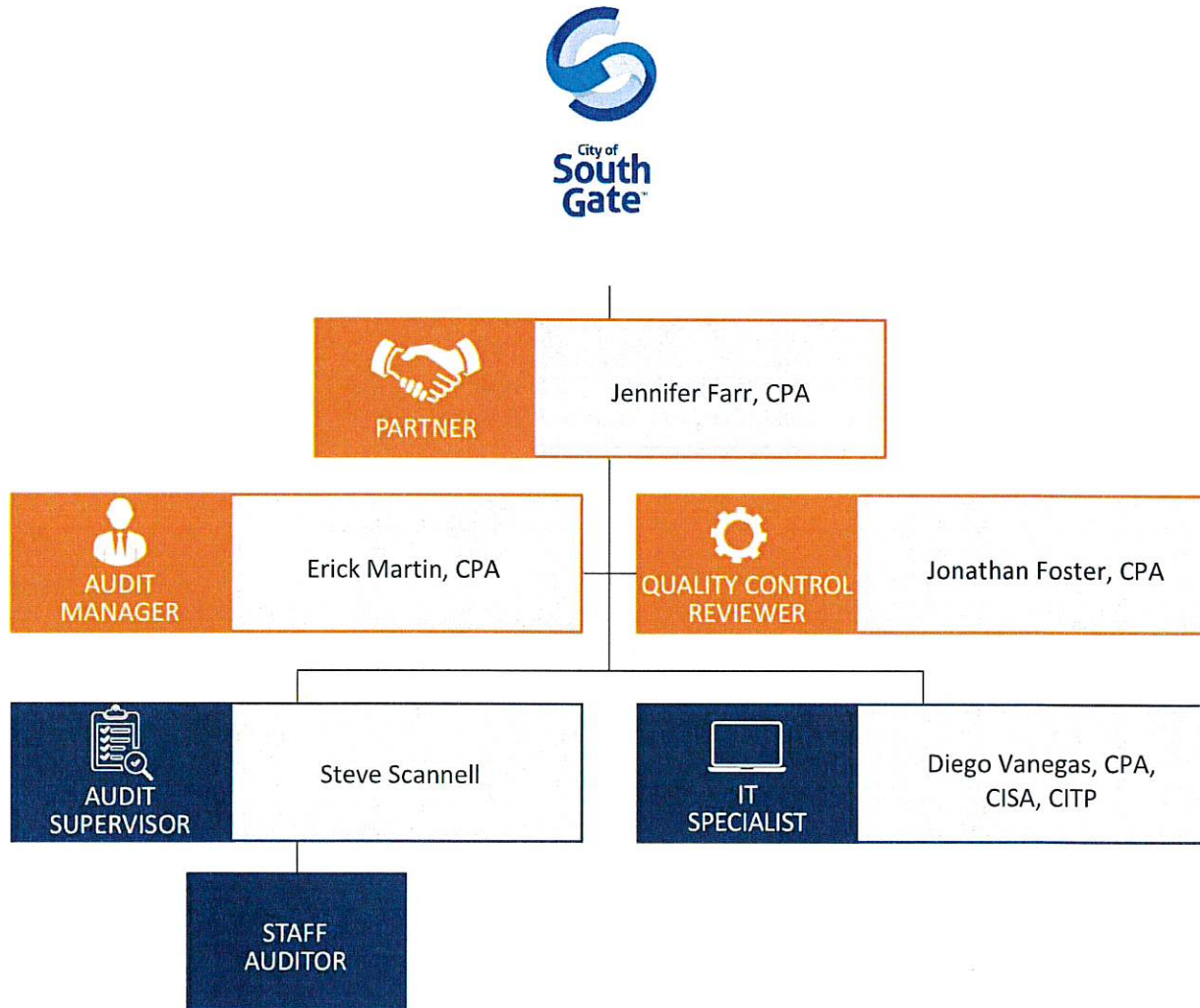
For your convenience, we have listed below references for audit work currently being performed by Davis Farr LLP personnel for several Cities throughout Southern California. For each of the references, we currently serve as independent auditors and have served these clients for a number of years.

1	City of Garden Grove 11222 Acacia Pkwy Garden Grove, CA Patricia Song, Finance Director 714.741.5062 psong@ggcity.org	<i>Financial Statement Audit of City, Housing Authority, Single Audit, REAC, State Controller's Reports, Agreed-Upon Procedures engagements</i>	... 800 Hours
CLIENT 2	City of Huntington Beach 2000 Main Street Huntington Beach, CA Dahle Bulosan, CFO 714.536.5648 dbulosan@surfcity-hb.org	<i>Financial Statement Audit of City, JPA Audit, Single Audit, Agreed-Upon Procedures engagements for Transient Occupancy Tax and Concessionaire compliance</i>	... 600 Hours
CLIENT 3	City of Fountain Valley 10200 Slater Ave Fountain Valley, CA Teresa Gonzalez, Accounting Manager 714.593.4503 teresa.gonzalez@fountainvalley.org	<i>Financial Statement Audit of City, Measure HH Audit, Single Audit, Agreed- Upon Procedures engagement</i>	... 450 Hours
CLIENT 4	City of Commerce 2535 Commerce Way Commerce, CA Josh Brooks, Director of Finance 323.722.4805 joshb@ci.commerce.ca.us	<i>Financial Statement Audit of City, Single Audit, Street Report, Agreed-Upon Procedures</i>	... 600 Hours
CLIENT 5	City of Mission Viejo 200 Civic Center Mission Viejo, CA Cheryl Dyas, Director of Admin Services 949.470.3082 cdyas@cityofmissionviejo.org	<i>Financial Statement Audit of City, Single Audit, Agreed- Upon Procedures engagements</i>	... 350 Hours

Section D – Proposed Staffing

The successful outcome of any audit requires personnel with the managerial and technical skills to perform the work required. The engagement team who will serve the City of South Gate have served together as a team of professionals on numerous financial audit examinations of local government entities.

We believe that efficient administrative management and supervision of the audits is an extremely critical factor in achieving the desired results for City of South Gate. In that regard, our proposal organizational structure for providing independent auditing services is as follows:



Section E – Work Plan

Davis Farr plans and conducts our engagements in the most efficient manner possible, and our audit approach is unique with regard to the following:

- Our firm is sensitive to the priorities and work requirements of our clients. We work around the schedules of our clients when scheduling segments of the audit or requesting documentation in order to minimize disruption of City staff and to complete the audit in a timely manner.
- Whenever possible, we use accounting support already prepared by the City staff to avoid duplication or unnecessary requests for audit supporting schedules.
- Our firm's expertise is in governmental auditing. Our auditors are GASB experts and skilled at addressing audit issues that are specific to local governments. You will not spend time training our personnel.
- When formulating internal control recommendations, we obtain a thorough understanding of the specific circumstances at your City to provide a tailored, practical recommendation.
- Throughout the year we are a resource to our clients in providing accounting advice, researching technical questions, dealing with tax problems, and helping with other problems as they arise. Our clients can also attend our annual GASB Update free of charge.

Audit Software - We utilize CaseWare audit software for the electronic City of workpapers. We have the ability to accept audit documentation in either hard copy or electronic format. CaseWare allows us the ability to import trial balances that can be provided in either excel or a text document. Some of the benefits of using CaseWare trial balance software are as follows:

- We create our own lead sheets (i.e., analytical review comparison schedules). This limits the amount of time finance staff spends creating audit schedules. Our software automatically generates analytical review reports by account number for ease of analyzing significant fluctuations between fiscal years.
- We can link the financial statement schedules directly to the CaseWare trial balances. As a result, we can provide the City with financial statements almost immediately after receiving the trial balance from the City. Additionally, journal entries are easy to post to the financial statement schedules and the risk of data entry error is minimized.
- We can provide the City with reports showing the coding of the financial statement schedules for ease of review by City staff. These reports show each account coded to a specific financial statement line item as well as journal entries that are posted during the audit.

Data Mining Software - We have a dedicated team of personnel trained to use special data mining software, IDEA. Our software uses source data from your accounting system to search for anomalies, such as duplicate or voided checks, cross-referencing vendor addresses with employee addresses, detecting accounting transactions recorded on the weekend, reviewing journal entry postings for unauthorized individuals. The IDEA software identifies specific transactions for the auditors to review for potential fraud or error.

Internal Control Evaluation - Our approach to evaluating internal controls involves observation and inquiry. We spend time with the personnel responsible for the accounting cycles to gain an understanding of the processes. We also carefully evaluate your policies and procedures. After our initial evaluation, we identify key controls in your processes and design test to evaluate the effectiveness of those processes. In the initial year of the audit, we will focus on the following accounting cycles for each department with decentralized accounting activities:

- Billing and cash receipting
- Capital assets
- Purchase and disbursements
- Payroll
- Investment and cash controls
- Information systems

In future years, we will review the accounting cycles noted above but also look at other processes such as credit card transactions, petty cash, inventory controls, offsite cash receipting, employee reimbursements, contract compliance, and other areas. Our goal is to modify our audit approach every year to further evaluate your internal controls.

Audit Stage	Procedures Performed
<i>Planning and inquiry</i>	<p>During the planning phase of the audit, we plan to perform the following procedures:</p> <ul style="list-style-type: none"> ✓ Meet with finance personnel to obtain an understanding of significant transactions during the year. ✓ Communicate with the City Council regarding fraud, compliance with laws, and any concerns they have regarding the finances of the City. ✓ Perform internal control evaluations as noted on the previous page. ✓ Determine materiality levels that will be used in selecting audit transactions. ✓ Perform a risk assessment to develop the audit plan for the year. ✓ Review minutes of City Council meetings. ✓ Review important new contracts, bond documents, and agreements. ✓ Evaluate compliance with investments. ✓ Test purchase orders and contract management. ✓ Test a sample of cash disbursements to determine adherence to policies and internal controls. ✓ Perform a review of the organization's information systems and controls. ✓ Perform compliance testing of federal grants. ✓ Review the prior audited financial statements and provide feedback to City staff regarding best practices for financial reporting. ✓ Provide a GASB Update and templates for implementing new accounting standards including the upcoming lease accounting standard.
<i>Year-End Testing</i>	<p>After the books are closed and ready for audit, we will perform our year-end procedures which include the following:</p> <ul style="list-style-type: none"> ✓ We will confirm 100% of all cash and investment balances and test market values provided by your investment custodians. ✓ We will test for proper cutoffs of accounts receivable and grants receivable. ✓ We will confirm and test material notes and loans receivable. ✓ We will review land held for resale transactions and related developer agreements. ✓ We will test additions and deletions to capital assets. We will review depreciation expense for reasonableness. ✓ We will test interfund transactions including due to/due from other funds, advances, and transfers. We will review legal documents supporting loans and test the allowability of transfers out of restricted funds. ✓ We will test current liabilities and perform a search for unrecorded liabilities. ✓ We will review unearned revenue balances for proper cutoffs. ✓ We will test the balances of accrued payroll and employee related liabilities. ✓ We will confirm long-term debt with independent parties. ✓ In years of new debt issuances, we will review the journal entry to record the debt to ensure the accuracy of the accounting. ✓ Testing of actuarial valuations and calculations related to OPEB obligations and disclosures under GASB 75. ✓ Testing of actuarial valuations and calculations related to pension obligations and disclosures under GASB 68. ✓ Evaluation of claims and judgments payable. ✓ Testing of restrictions and classifications of net position. ✓ Analyze grant revenues and expenses to ensure proper matching within the fiscal year. ✓ Test the reasonableness of interest income, realized, and unrealized gains/losses on investments. ✓ Analytically and substantively test revenues and expenses reported in the financial statements.

Audit Stage	Procedures Performed
	<ul style="list-style-type: none"> ✓ We will incorporate an element of unpredictability every year that will focus on an audit area that is not typically considered a high or significant risk area such as petty cash, credit card purchases, new vendors, travel expenses, etc. <p>The aforementioned tests are only a few of the tests performed during the examination and by no means is it meant to be all inclusive. During the final stage of the audit, we will meet with Finance staff to review our audit findings and any adjusting journal entries.</p>
Single Audit Approach	<p>As part of our Single Audit for the years in which the City expends granter than \$750,000, we will perform the following procedures in accordance with the Uniform Guidance:</p> <ul style="list-style-type: none"> ✓ Perform an evaluation of the major programs required to be tested ✓ Review OMB guidance and the OMB Compliance Supplement for the grant program audited. ✓ Review internal controls for each of the applicable 14 compliance areas for each program audited. ✓ Using AICPA sampling guidance, we will select a sample for each of the applicable 14 compliance areas for each program audited. We will test the sample for compliance with those 14 areas. ✓ Test the indirect cost rate, if applicable ✓ Review monitoring reports for noncompliance and follow up on the resolution of past noncompliance, if applicable. ✓ Issue a single audit report of federal expenditures. ✓ File the data collection form within the specified deadline.
Completion of the Audit and Preparation of Financial Statements	<p>The nature and extent of the work required is dependent on our assessment of the likelihood of misstatements in the financial statements together with our conclusions from the planning and testing stages of the audit. All of the audit information is then used to reach a conclusion on whether the financial statements taken as a whole conform with generally accepted accounting principles.</p> <ul style="list-style-type: none"> ✓ We will review significant events after year end ✓ We will review attorney letters for significant legal matters ✓ Prepare the draft of the Annual Comprehensive Financial Report ✓ We will ensure accurate and complete disclosures in the notes to the financial statements. ✓ We will meet with City Committees or City Council to present the audit results, as requested.

Identification of Anticipated Potential Audit Problems

We do not anticipate any anticipated potential audit problems.

Section F – Implementation of New GASB Pronouncements

The City will be required to implement the following accounting standards during the upcoming fiscal years. Part of our service to you includes consulting on these new auditing standards. A sampling of significant new GASB pronouncements planned or proposed for local governments that will impact the City of South Gate are listed below:

GASB 87 Leases	GASB 94 PP and PPA	GASB 96 Subscription Based IT	GASB 97: IRS Section 457 Deferred Comp
<p>The objective of this statement is to better meet the information needs of the financial statement users by improving accounting and financial reporting for leases by governments. The standard will be effective for the fiscal year ending June 30, 2022.</p> <p>We understand the City has approximately 30 leases to evaluate. We will meet with City staff to obtain an understanding of the types of leases. We will review lease agreements and provide templates and assistance for recording journal entries.</p>	<p>The primary objective of this Statement is to provide guidance related to public-private (PP) and public-public partnership arrangements (PPA) in which a government contracts with an operator to provide public services. This statement also provides guidance or accounting and financial reporting for availability payment arrangements in which a government compensates an operator for services in and exchange transaction. This standard will be effective for the fiscal year ending June 30, 2023.</p>	<p>The Statement provides guidance to governments on the accounting and financial reporting for subscription-based information technology arrangements. This Statement is effective for the fiscal year ending June 30, 2023.</p>	<p>This statement applies to defined contribution pension plans, defined contribution OPEB plans, and other employee benefit plans. The standard will be effective for the fiscal year ending June 30, 2022.</p>

Section G – Scope of Work

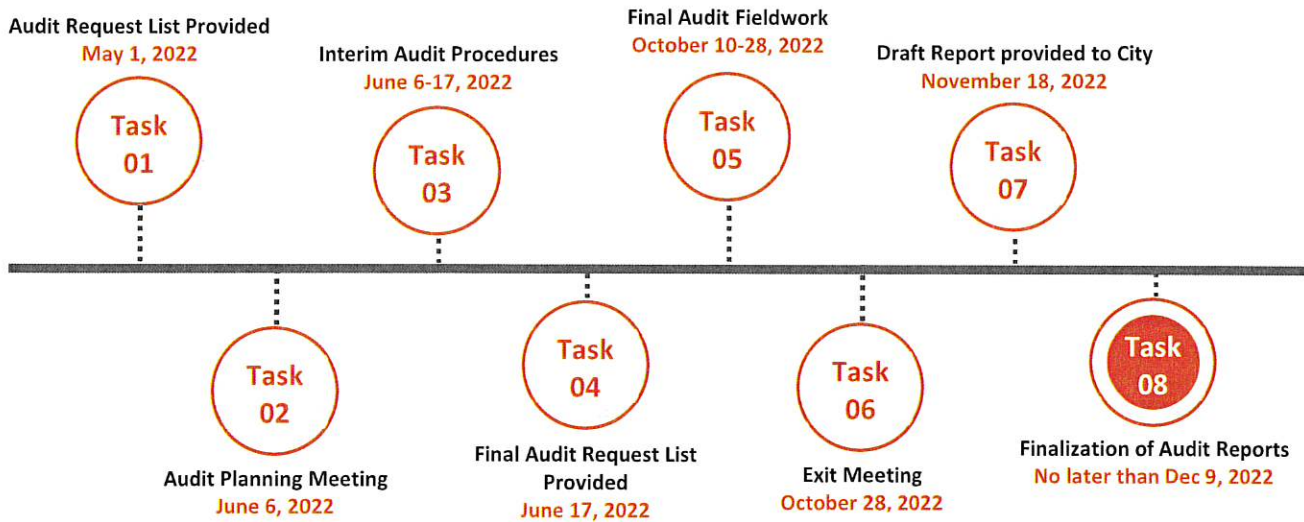
Our understanding of the objectives and scope of the work to be performed is as follows:

- We will perform an audit examination of the financial statements of the City of South Gate for the fiscal years ending June 30, 2022 through 2024 with optional extensions for two years. Our examination will be conducted in accordance with generally accepted auditing standards, the AICPA Audit and Accounting Guide, Audits of State and Local Government Units, and the Government Auditing Standards issued by the Comptroller General of the United States. We prepare the Annual Comprehensive Financial Report based on the information provided to us during the audit. The Report will be prepared in conformity with the most recent edition of the GAAFR, the GAAFR Update, and subsequent GASB pronouncements. We will produce 15 bound copies and provide a PDF copy of the final report.
- We will perform a compliance audit of federal expenditures in accordance with the *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* in any year the City has federal expenditures of more than \$750,000. We will produce 2 bound copies and provide a PDF copy of the final report.
- We will perform agreed-upon-procedures over the City's Gann Appropriations Limit. We will produce a bound and pdf copy of the final report.
- We will prepare the Annual Report of Financial Transactions to the State Controller's office by the due date established by the State Controller's Office.
- We will prepare a letter to the City Council summarizing the audit results in accordance with the Codification of Auditing Standards Section 260.
- We will prepare a letter to the City Council reporting matters dealing with internal control that meet the threshold of being a significant deficiency or material weakness, as defined by the Codification of Auditing Standards Section 265. We will immediately report any irregularities or illegal acts that come to our attention to management and/or those charged with governance.
- As requested, we will meet with the Audit Commission or City Council to discuss the results of the audit.
- Finally, we perceive the scope of our work as being advisors to the City regarding generally accepted accounting principles. Throughout the year, the management and other finance personnel of the City will have access to us to seek advice in the application of generally accepted accounting principles, advice regarding debt issuance, financial statement preparation and content, tax and any other matters relating to the City. Each year, we will go over upcoming accounting standards in a meeting with City staff.



Section H – Proposed Timing of the Audit for FY 21/22

The following proposed timing is subject to the City's revision and approval:



Section I – Segmentation of the Audit

The following is our estimate of the hours by professional classification required to perform the audit:

Classification	Hours	Percentage
Partners	50	10%
Managers	80	16%
Supervisor	160	32%
Staff Auditor	210	42%
Total	500	100%

RFP FORMS



Appendix C

Summary of Professional Fees & Expenses For the City of South Gate

Total All-Inclusive Maximum Price

Fiscal Years Ending 2022, 2023, 2024 and Optional Years 2025 & 2026

	June 30, 2022	June 30, 2023	June 30, 2024	Optional Years	
				June 30, 2025	June 30, 2026
City Audit	51,565	51,565	53,159	54,797	56,435
Successor Agency	-	-	-	-	-
Single Audit	3,620	3,620	3,731	3,845	3,959
GANN Limit Review	575	575	593	611	629
State Controller's Report	3,840	3,840	3,958	4,078	4,198
Total	59,600	59,600	61,441	63,331	65,221

Appendix C-1

Schedule of Professional Fees & Expenses
For the City of South Gate - City Audit
Fiscal Years Ending 2022, 2023, 2024 and Optional Years 2025 & 2026

	June 30, 2022			June 30, 2023			June 30, 2024		
	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
Partners	45	180	8,010	45	180	8,010	45	185	8,233
Managers	72	130	9,295	72	130	9,295	72	134	9,581
Supervisory staff	143	120	17,160	143	120	17,160	143	124	17,732
Other (specify):	171	100	17,100	171	100	17,100	171	103	17,613
Out-of-pocket expenses:									
Meals & lodging									
Transportation									
Other (specify):									
Total all-inclusive maximum			51,565			51,565			53,159

	June 30, 2025			June 30, 2026		
	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
Partners	45	191	8,500	45	197	8,767
Managers	72	138	9,867	72	142	10,153
Supervisory staff	143	128	18,304	143	132	18,876
Other (specify):	171	106	18,126	171	109	18,639
Out-of-pocket expenses:						
Meals & lodging						
Transportation						
Other (specify):						
Total all-inclusive maximum			54,797			56,435

Appendix C-2

Schedule of Professional Fees & Expenses
For the City of South Gate - Successor Agency
Fiscal Years Ending 2022, 2023, 2024 and Optional Years 2025 & 2026
THE SUCCESSOR AGENCY IS INCLUDED IN THE ACFR AND IN APPENDIX C-1

	June 30, 2022			June 30, 2023			June 30, 2024		
	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
Partners	0		0			0			0
Managers	0		0			0			0
Supervisory staff	0		0			0			0
Other (specify):	0		0			0			0
Out-of-pocket expenses:									
Meals & lodging									
Transportation									
Other (specify):									
Total all-inclusive maximum			0			0			0

	June 30, 2025			June 30, 2026		
	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
Partners			0			0
Managers			0			0
Supervisory staff			0			0
Other (specify):			0			0
Out-of-pocket expenses:						
Meals & lodging						
Transportation						
Other (specify):						
Total all-inclusive maximum			0			0

Appendix C-3

Schedule of Professional Fees & Expenses
For the City of South Gate - Single Audit
Fiscal Years Ending 2022, 2023, 2024 and Optional Years 2025 & 2026

	June 30, 2022			June 30, 2023			June 30, 2024		
	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
Partners	3	180	540	3	180	540	3	185	555
Managers	4	130	520	4	130	520	4	134	536
Supervisory staff	8	120	960	8	120	960	8	124	992
Other (specify):	16	100	1,600	16	100	1,600	16	103	1,648
Out-of-pocket expenses:									
Meals & lodging									
Transportation									
Other (specify):									
Total all-inclusive maximum			3,620			3,620			3,731

	June 30, 2025			June 30, 2026		
	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
Partners	3	191	573	3	197	591
Managers	4	138	552	4	142	568
Supervisory staff	8	128	1,024	8	132	1,056
Other (specify):	16	106	1,696	16	109	1,744
Out-of-pocket expenses:						
Meals & lodging						
Transportation						
Other (specify):						
Total all-inclusive maximum			3,845			3,959

Appendix C-4

Schedule of Professional Fees & Expenses
For the City of South Gate - GANN Limit Review
Fiscal Years Ending 2022, 2023, 2024 and Optional Years 2025 & 2026

	June 30, 2022			June 30, 2023			June 30, 2024		
	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
Partners	0.5	180	90	0.5	180	90	0.5	185	93
Managers	0.5	130	65	0.5	130	65	0.5	134	67
Supervisory staff	1	120	120	1	120	120	1	124	124
Other (specify):	3	100	300	3	100	300	3	103	309
Out-of-pocket expenses:									
Meals & lodging									
Transportation									
Other (specify):									
Total all-inclusive maximum			575			575			593

	June 30, 2025			June 30, 2026		
	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
Partners	0.5	191	96	0.5	197	99
Managers	0.5	138	69	0.5	142	71
Supervisory staff	1	128	128	1	132	132
Other (specify):	3	106	318	3	109	327
Out-of-pocket expenses:						
Meals & lodging						
Transportation						
Other (specify):						
Total all-inclusive maximum			611			629

Appendix C-5

Schedule of Professional Fees & Expenses For the City of South Gate - State Controller's Report Fiscal Years Ending 2022, 2023, 2024 and Optional Years 2025 & 2026

	June 30, 2022			June 30, 2023			June 30, 2024		
	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
Partners	2	180	360	2	180	360	2	185	370
Managers	4	130	520	4	130	520	4	134	536
Supervisory staff	8	120	960	8	120	960	8	124	992
Other (specify):	20	100	2,000	20	100	2,000	20	103	2060
Out-of-pocket expenses:									
Meals & lodging									
Transportation									
Other (specify):									
Total all-inclusive maximum			3,840			3,840			3958

	June 30, 2025			June 30, 2026		
	Hours	Hourly Rate	Total	Hours	Hourly Rate	Total
Partners	2	191	382	2	197	394
Managers	4	138	552	4	142	568
Supervisory staff	8	128	1024	8	132	1056
Other (specify):	20	106	2120	20	109	2180
Out-of-pocket expenses:						
Meals & lodging						
Transportation						
Other (specify):						
Total all-inclusive maximum			4078			4198

APPENDIX





Jennifer Farr, CPA, MBA

Partner

Ms. Farr will serve as the Partner on this audit. She will oversee the project to ensure all required deadlines are met, provide technical assistance to the audit teams, and review the final reports before they are released. Ms. Farr is a Certified Public Accountant with over 20 years of experience in local government auditing. Ms. Farr is a frequent speaker on matters pertaining to technical issues and new GASB pronouncements. Ms. Farr is also responsible for training in the area of local governmental accounting and auditing.

Employment History

- Davis Farr LLP – Founding Partner
- Shareholder – National CPA Firm

Education

- Bachelor of Arts - Business Administration / Accounting (California State University, Fullerton)
- Bachelor of Arts - English (California State University, Fullerton)
- Master of Business Administration (California State University, Fullerton)

Licenses / Registrations

- California CPA Certificate No. 76292, October 1998

Professional Affiliations & Awards

- California Society of Certified Public Accountants
- Government Accounting & Auditing Committee
 - Current Chair of Committee
- California Society of Municipal Finance Officers
- American Institute of Certified Public Accountants
- Government Finance Officers Association
- Financial Review Committee

AUDITS OF CALIFORNIA CITIES

- | | | |
|-----------------------|---------------------------|------------------------|
| ✓ City of Avalon | ✓ City of Fountain Valley | ✓ City of RSM |
| ✓ City of Benicia | ✓ City of Garden Grove | ✓ City of Rosemead |
| ✓ City of Burbank | ✓ City of Half Moon Bay | ✓ City of San Bruno |
| ✓ City of Carlsbad | ✓ City of Hayward | ✓ City of Santa Ana |
| ✓ City of Commerce | ✓ City of Highland | ✓ City of Santee |
| ✓ City of Campbell | ✓ City of Indian Wells | ✓ City of Upland |
| ✓ City of Coronado | ✓ City of Jurupa | ✓ City of Victorville |
| ✓ City of Costa Mesa | ✓ City of Hayward | ✓ City of Villa Park |
| ✓ City of Culver City | ✓ City of La Quinta | ✓ City of Walnut Creek |
| ✓ City of Dana Point | ✓ City of Mission Viejo | ✓ City of West Covina |
| ✓ City of Delano | ✓ City of National City | ✓ City of Whittier |
| ✓ City of Encinitas | ✓ City of Orange | ✓ City of Woodland |
| ✓ City of Fontana | ✓ City of Palm Springs | |



Jonathan Foster, CPA

Quality Control Partner

Jonathan Foster will serve as the Quality Control Reviewer on this engagement. Mr. Foster is a Certified Public Accountant and has 14 years of audit experience with government agencies. The types of audits Mr. Foster is involved in includes financial audits of cities and special districts and Single Audits in accordance with the Uniform Guidance. Mr. Foster is also a CAFR and Budget reviewer for the CSMFO award and is a regular presenter at firm wide training and external training events as requested. He was a featured speaker at the 2021 CSMFO conference where he presented on Capital Assets.

Employment History

- Davis Farr LLP – Since 2015
- National CPA Firm – 8 years

Education

- Bachelor of Accountancy (University of San Diego)

Licenses / Registrations

- California CPA Certificate No. 117853

Professional Affiliations & Awards

- American Institute of Certified Public Accountants
- California Society of Certified Public Accountants
- Cal CPA Government Audit & Accounting Committee
- California Society of Municipal Finance Officers
- CAFR and Budget Award Reviewer

AUDITS OF CITIES

- | | |
|----------------------|----------------------------------|
| ✓ City of Avalon | ✓ City of Fontana |
| ✓ City of Commerce | ✓ City of Huntington Beach |
| ✓ City of Carlsbad | ✓ City of Indian Wells |
| ✓ City of Costa Mesa | ✓ City of Laguna Niguel |
| ✓ City of Dana Point | ✓ City of Rancho Santa Margarita |
| ✓ City of Delano | ✓ City of Santee |

AUDITS OF SPECIAL DISTRICTS

- | | |
|-----------------------------------|---|
| ✓ Cucamonga Valley Water District | ✓ San Diego Association of Governments |
| ✓ East Orange County Water Agency | ✓ San Bernardino Municipal Water Department |
| ✓ Irvine Ranch Water District | ✓ Soquel Creek Water District |
| ✓ Placer County Water Agency | ✓ Trabuco Canyon Water District |



Erick Martin, CPA

Manager

Mr. Martin has eleven years of audit experience, spending the majority of that time on audits for local government and governments. Mr. Martin has performed financial statement audits of cities and special districts; grant specific audits of funds awarded by Federal, state, and county governments; Single Audits, and compliance audits. Mr. Martin will be responsible for the audit engagement and will supervise the audit team. Mr. Martin will be responsible for reviewing audit workpapers and the Comprehensive Annual Financial Report.

Employment History

- Davis Farr LLP – Since 2015
- National CPA Firm – 2011-2015

Education

- Bachelor of Arts in Business Administration/Accounting
(California State University, Fullerton)

Licenses / Registrations

- California CPA Certificate
No. 121760

AUDITS OF CALIFORNIA CITIES

- | | |
|-------------------------|----------------------|
| ✓ City of Avalon | ✓ City of Poway |
| ✓ City of Costa Mesa | ✓ City of San Marcos |
| ✓ City of El Segundo | ✓ City of Upland |
| ✓ City of Garden Grove | ✓ City of Villa Park |
| ✓ City of Moreno Valley | |

AUDITS OF SPECIAL PURPOSE GOVERNMENTS

- | | |
|--|--|
| ✓ Coachella Valley Mosquito District | ✓ Orange County Sanitation District |
| ✓ Irvine Ranch Water District | ✓ San Bernadino Municipal Water Department |
| ✓ Mesa Consolidated Water District | ✓ Walnut Valley Water District |
| ✓ Palm Springs Desert Resorts Convention and
Visitors Authority | ✓ West Basin Municipal Water District |
| ✓ Puente Basin Water Agency | ✓ Yucaipa Water District |
-



Steve Scannell

Supervisor

Mr. Scannell has seven years of audit experience, spending the majority of that time on audits for local governments and non-profit organizations. Mr. Scannell has performed financial statement audits of cities and special districts; service organization control audits, agreed upon procedures for transient occupancy taxes and other agreements; Single Audits, and compliance audits. Mr. Scannell will be onsite during the audit and supervise the staff assigned.

Employment History

- Davis Farr LLP – Since 2015

Education

- Bachelor of Science in Accounting
(Biola University)
-

AUDITS OF CALIFORNIA COUNTIES AND CITIES

- | | |
|----------------------------|-------------------------|
| ✓ City of Avalon | ✓ City of Indio |
| ✓ City of Commerce | ✓ City of Irvine |
| ✓ City of Corona | ✓ City of Morgan Hill |
| ✓ City of Costa Mesa | ✓ City of Newport Beach |
| ✓ City of El Segundo | ✓ City of South Gate |
| ✓ City of Fontana | ✓ Placer County |
| ✓ City of Huntington Beach | ✓ San Diego County |

AUDITS OF SPECIAL PURPOSE GOVERNMENTS

- | | |
|-----------------------------------|--------------------------------|
| ✓ Cucamonga Valley Water District | ✓ Sunny Slope Water Company |
| ✓ Los Angeles County LAFCO | ✓ Walnut Valley Water District |
| ✓ Puente Basin Water Agency | |



Diego Vanegas, CPA, CISA, CITP

Partner

Mr. Vanegas will serve as the IT Specialist on the engagement. Mr. Vanegas, CPA, CISA, CITP has over 16 years of progressive governmental accounting and audit experience, including extensive compliance audit experience for governmental and non-profit agencies. He has been involved in financial/compliance audits, internal control audits and assessments, operational/performance audits, and cost proposal analysis/price reviews for various governmental agencies. Mr. Vanegas has served in many capacities depending on the size and requirements of the engagements. He has participated in audits of federal agencies such as NSF, CMS, and CNCS, among others. Additionally, Mr. Vanegas has been involved in agreed-upon-procedures and audit engagements of state/local agencies. These engagements have often combined both financial and compliance aspects of the audit as well as Information Technology (IT). Furthermore, he has strong internal control audit experience through the performance of System and Organization Control examinations of the internal controls of service organizations, as well as knowledge of Government Auditing Standards, Office of Management and Budget (OMB) Circular A-87 and the Federal Acquisition Regulations (FAR).

Employment History

- Davis Farr LLP: Partner – January 1, 2018 – Present
- Davis Farr LLP: Manager – June 2015 – December 31, 2017
- Top 10 National CPA Firm – May 2005 - June 2015

Education

- Bachelor of Science in Business Administration, with an emphasis in Accounting (California State University - Los Angeles)
- Bachelor of Science in Computer Information Systems, with an emphasis in Business Systems (California State University - Los Angeles)

Licenses / Registrations

- CA CPA Certificate No. 113040
 - Certified Information Systems Auditor
 - Certified Information Technology Professional, No. 3298
-



Report on the Firm's System of Quality Control

Davis Farr LLP

Irvine, California;

and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Davis Farr LLP (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and examination of a service organization (SOC 1, Type 2 Report).

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

CPAs ■ Advisors

4120 Concourse, Suite 100, Ontario, CA 91764
909.948.9990 / 800.644.0696 / FAX 909.948.9633
gyl@gylcpa.com
www.gylcpa.com

CPAAMERICA
INTERNATIONAL
Member Crowe Horwath International

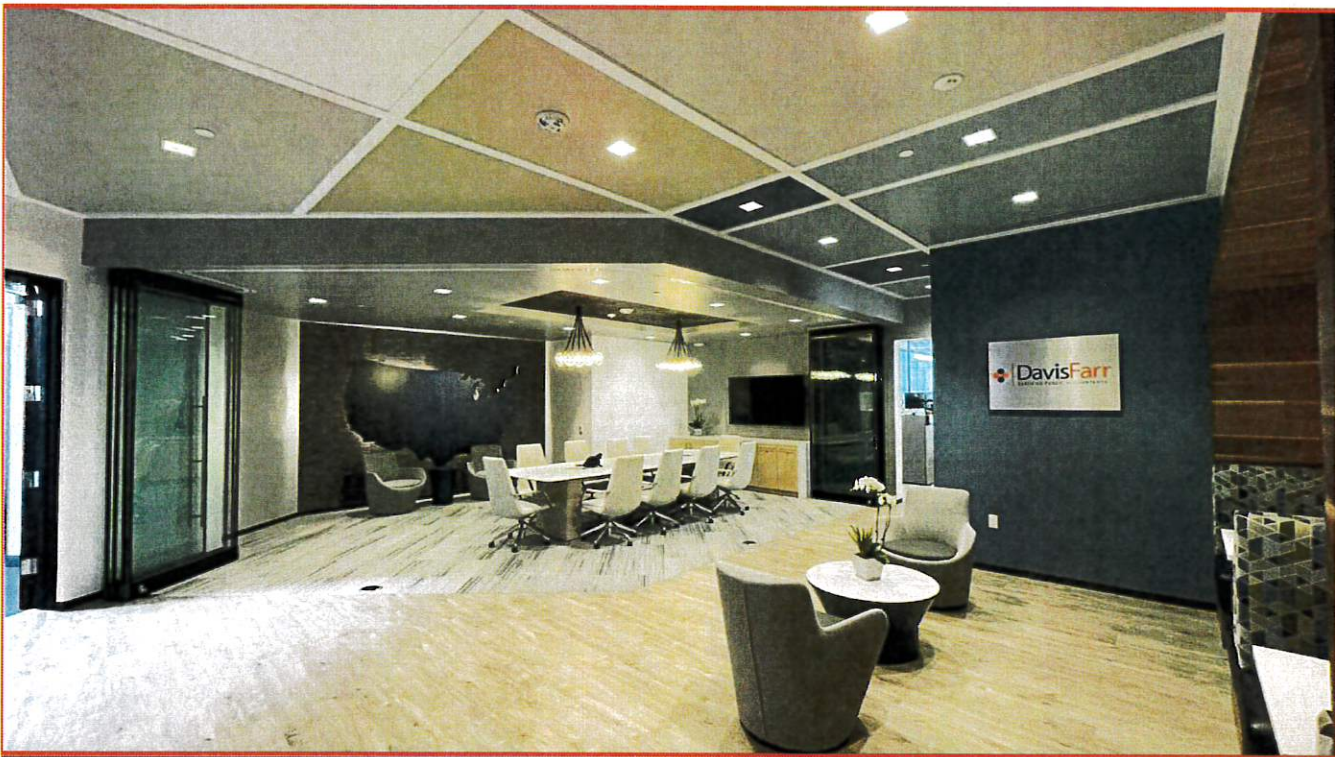
Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Davis Farr LLP in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Davis Farr LLP has received a peer review rating of *pass*.

GFL LLP

Ontario, California
September 23, 2019





DavisFarr
CERTIFIED PUBLIC ACCOUNTANTS

APR 05 2022

3:45 pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: April 12, 2022Originating Department: **Public Works**

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: SOUTHERN CALIFORNIA EDISON SUPPLEMENTAL INVOICE NO. 2792182 FOR COSTS ASSOCIATED WITH A NEW ELECTRICAL SERVICE FOR THE URBAN ORCHARD PROJECT, CITY PROJECT NO. 539-PRK

PURPOSE: The Urban Orchard Project is constructing a new municipal park. Electrical service will be provided by Southern California Edison (SCE) which requires a new meter and conduit improvements. These improvements are being construction by SCE. The City Council approved SCE's proposed fees which were estimated in the amount of \$88,692 to fund the new service. SCE has identified additional fees in the amount of \$27,693 to complete the work. Approval of SCE Service Invoice No. 2792182 is required to fund this cost.

RECOMMENDED ACTIONS: The City Council will consider approving SCE Service Invoice No. 2792182 to fund additional costs required to construct the new electrical service meter and conduit improvements for the Urban Orchard Project, City Project No. 539-PRK, in the amount of \$27,693.

FISCAL IMPACT: There is no fiscal impact to the General Fund. SCE Service Request No. 2792182 is in the amount of \$27,693 and will be funded with Statewide Park Development and Community Revitalization Grant Program Funds (Prop. 68) budgeted in Account No. 311-790-61-9214 (Capital Improvement Fund- Urban Orchard).

ANALYSIS: The Urban Orchard Project (Project) requires new electrical service which is being provided by SCE. On October 12, 2021 and December 14, 2021, the City Council approved \$80,691 and \$8,000, respectively, to fund the new service. These fees were estimates for the planning, design and construction of the required electrical improvements. The improvements are now under construction and SCE has identified \$27,693 in additional fees needed to complete the work associated with additional labor, material, incidentals and taxes.

BACKGROUND: The Urban Orchard Project (Project) is a part of the Capital Improvement Program. The project will construct a new park at 9475 W. Frontage Road, next to the Los Angeles River, Firestone Boulevard and the I-710 Freeway. The Project is funded with \$24.7 million in various grants and local funds. Project improvements include a storm water diversion structure from the Bandini Channel to an underground reservoir and wetland with emergent vegetation, a

knoll overlooking the wetland, bio swales, an education garden with raised planters, an orchard of fruit trees, an education building/flexible space to promote environmental education, multi-use walking and bicycle pathways, pathway lights, exercise equipment located at various stages along the walking and bicycle paths, benches, picnic tables, drinking fountains, trash cans, landscape and irrigation. The project was designed with extensive input obtained through more than 40 public outreach meetings.

The Urban Orchard Project is in the construction phase. Construction began on August 2, 2021. To date, the contractor has mobilized, cleared and grubbed, and initiated rough grading and utility work. Construction is scheduled to be completed in January 2023.

SCE is in the process of constructing electrical improvements required to provide electrical service to the park. On October 12, 2021 and December 14, 2021, the City Council approved SCE Service Request No. 2792182 and SCE Invoice No. 7590397772, respectively, in the amount of \$80,691 and \$8,000, also respectively, to fund the new service. An additional \$27,693 in fees is required to complete construction of the electrical service improvements.

ATTACHMENTS:

- A. Proposed SCE Supplemental Fee to Service Request 2792182
- B. SCE Service Request No. 2792182
- C. SCE Invoice No. 7590397772 (Real Estate Division)

GD:lc



An EDISON INTERNATIONAL Company

Southern California Edison Company

8620 CALIFORNIA AVE
SOUTH GATE CA 90280

Document #	7590419135
Invoice Term:	90 Days
Customer Name:	CITY OF SOUTH GATE
Customer Email:	
Invoice Date:	03/18/2022
SCE Contact:	Matthew Ryon Newman
Telephone:	
Install - Billing Option:	
District Address:	1924 E CASHDAN STREET COMPTON CA 90220

Description		Amount
Service Request Number	2792182 Project Location: 9475 W FRONTAGE SOUTH GATE CA 90280	
Project Description	NEW METER AND SERVICE W/ PRIMARY RELOCATION Invoice # 420928	
Design #: 1218755	Design Description NEW METER AND SERVICE W/ PRIMARY RELOCATION	
Product #: 1631205	RELOCATE FACILITIES	
LABOR: This amount represents the total SCE labor required to complete the work request. In most cases, this labor amount will consist of construction labor and any additional labor required for completing the work request. The construction labor amount will typically consist of installation and service labor required for the work request. The additional labor amount will typically consist of labor for inspection, cable and equipment make-up, dead ending, traffic control, grounding, supervision, and switching. All applicable labor related overheads for items such as the design, engineering, and project management are also included in the total SCE labor amount.		\$17,965.59
MATERIAL: This amount represents the total SCE material required to complete the work request. In most cases, this material amount will consist of construction material and any additional material required for completing the work request. The construction material will typically consist of installation and service material such as transformers, cable, conductor, poles, meters, riser, switches, fusing equipment, handholes, and cross-arms. All applicable material related overheads are also included		\$41,870.92
OTHER: This amount represents the total SCE other costs required to complete the work request. In most cases, this other amount will consist of all additional requirements needed for completing the work request. This other amount typically consists of items such as Added Facilities one time charges, contractor work, rights check, and permits.		\$23,793.29
TOTAL LABOR, MATERIAL, OTHER:		\$83,629.80
CREDITS: This amount represents the total SCE credits required to complete the work request. In most cases, this credit amount will consist of: Salvage Credit Depreciation Credit JPA Credit Overhead Equivalent Credit		\$(767.21)
TOTAL CREDITS:		\$(767.21)
NET CONSTRUCTION BILLING / RELOCATION ADVANCE:		\$82,862.59
TAX:	1. ITCC on Applicant Furnished	
	Tax Base (Taxable Amount):	\$39,063.45
	Tax Rate:	24.00%
	Tax Amount:	\$9,375.23
	2. ITCC on Net Construction (Less Non Taxable Amount)	
	Tax Base (Taxable Amount):	\$67,278.36
	Tax Rate:	24.00%
	Tax Amount:	\$16,146.81
TOTAL TAX:		\$25,522.03
DEPOSITS:		
Preliminary Design & Engineering Advance		\$0.00
Previous Payment		\$(80,691.25)
TOTAL DEPOSITS:		\$(80,691.25)
COMMENTS:		
<p>* Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records.</p> <p>* ALL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT TO CHANGE THEREAFTER.</p> <p>* All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable.</p> <p>* Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope.</p> <p>* If a street light work order is associated with this project, contracts for that project will be enclosed.</p>		
TOTAL PROJECT INVOICE AMOUNT:		\$ 108,384.62



**SOUTHERN CALIFORNIA
EDISON®**

An EDISON INTERNATIONAL Company

Southern California Edison Company

8620 CALIFORNIA AVE
SOUTH GATE CA 90280

Document #	7590419135
Invoice Term:	90 Days
Customer Name:	CITY OF SOUTH GATE
Customer Email:	
Invoice Date:	03/18/2022
SCE Contact:	Matthew Ryon Newman
Telephone:	
Install - Billing Option:	
District Address:	1924 E CASHDAN STREET COMPTON CA 90220

COMMENTS CONTINUED:

- * Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance
- * Call the Edison company at 1-800-655-4555 to make application for electrical service.
- * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection.
- * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service.
- * By paying this invoice, customer acknowledges and agrees that if this project is canceled by customer for any reason or customer does not proceed with the project completion.
- * Any expense incurred by SCE, including, but not limited to, expenses related to engineering, inspection and construction, prior to the project cancellation or completion will be deducted from any applicable refund due to the customer.
- * To ensure worker and public safety, please maintain the appropriate clearance distance from utility infrastructure during your construction project to avoid encroachments that may result in serious injury or damage.
- * If relocation of existing utility infrastructure is pending, please adjust your work around the proposed relocation schedule as appropriate. If you have any questions, please contact the designated SCE representative assigned to your project.

ADDITIONAL PAYMENT INSTRUCTIONS:

If paying by check, please follow instructions on payment stub

Instructions for wire or ACH payments:

JP Morgan Chase Bank
New York, NY
ABA#: 021000021 - Acct#: 323-394434
SCE Taxpayer ID No. 95-1240335
SCE Contact: Matthew Ryon Newman
Document #: 7590419135

***** Failure to properly identify your document number and SCE contact may
delay the application of funds and initiation of your project**

Special Instructions for overnight delivery methods:

Southern California Edison
Attn: Accounts Receivable
8631 Rush Street G-53
Rosemead, CA 91770

Please detach and return payment stub with payment

**Payment
Stub**

Please pay total amount now due:

\$27,693.37

Document # 7590419135

CITY OF SOUTH GATE

8620 CALIFORNIA AVE
SOUTH GATE CA 90280

Thank you for paying promptly
Make check payable to Southern California Edison

ATTN: Accounts Receivable
PO Box 800
Rosemead, CA 91771-001



**SOUTHERN CALIFORNIA
EDISON**

An EDISON INTERNATIONAL Company

Southern California Edison Company

8620 CALIFORNIA AVE
SOUTH GATE CA 90280 3004

Document #	7590350623
Invoice Term:	90 Days
Customer Name:	CITY OF SOUTH GATE
Customer Email:	
Invoice Date:	02/10/2021
SCE Contact:	Matthew Daniel Gomez
Telephone:	
Install - Billing Option:	
District Address:	1924 E CASHDAN STREET COMPTON CA 90220

Description		Amount
Service Request Number	2792182 Project Location: 9475 W FRONTAGE SOUTH GATE CA 90280	
Project Description	NEW METER AND SERVICE W/ PRIMARY RELOCATION Invoice # 420928	
Design #:	1218755 Design Description NEW METER AND SERVICE W/ PRIMARY RELOCATION	
Product #:	1631205 - RELOCATE FACILITIES	
LABOR: This amount represents the total SCE labor required to complete the work request. In most cases, this labor amount will consist of construction labor and any additional labor required for completing the work request. The construction labor amount will typically consist of installation and service labor required for the work request. The additional labor amount will typically consist of labor for inspection, cable and equipment make-up, dead ending, traffic control, grounding, supervision, and switching. All applicable labor related overheads for items such as the design, engineering, and project management are also included in the total SCE labor amount.		\$16,556.67
MATERIAL: This amount represents the total SCE material required to complete the work request. In most cases, this material amount will consist of construction material and any additional material required for completing the work request. The construction material will typically consist of installation and service material such as transformers, cable, conductor, poles, meters, riser, switches, fusing equipment, handholes, and cross-arms. All applicable material related overheads are also included		\$35,879.17
OTHER: This amount represents the total SCE other costs required to complete the work request. In most cases, this other amount will consist of all additional requirements needed for completing the work request. This other amount typically consists of items such as Added Facilities one time charges, contractor work, rights check, and permits.		\$12,598.29
TOTAL LABOR, MATERIAL, OTHER:		\$65,034.13
CREDITS: This amount represents the total SCE credits required to complete the work request. In most cases, this credit amount will consist of: Salvage Credit Depreciation Credit JPA Credit Overhead Equivalent Credit		\$(63.92)
TOTAL CREDITS:		\$(63.92)
NET CONSTRUCTION BILLING / RELOCATION ADVANCE:		\$64,970.21
TAX:	1. ITCC on Applicant Furnished	
	Tax Base (Taxable Amount):	\$4,007.09
	Tax Rate:	24.00%
	Tax Amount:	\$961.70
	2. ITCC on Net Construction (Less Non Taxable Amount)	
	Tax Base (Taxable Amount):	\$61,497.23
	Tax Rate:	24.00%
	Tax Amount:	\$14,759.34
TOTAL TAX:		\$15,721.04
DEPOSITS:		
	Preliminary Design & Engineering Advance	\$0.00
	Previous Payment	\$0.00
TOTAL DEPOSITS:		\$0.00
COMMENTS:		
<p>* Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records.</p> <p>* ALL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT TO CHANGE THEREAFTER.</p> <p>* All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable.</p> <p>* Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope.</p> <p>* If a street light work order is associated with this project, contracts for that project will be enclosed.</p>		
TOTAL PROJECT INVOICE AMOUNT:		\$ 80,691.25



Request For Advance Payment

City Of South Gate
Dept of Public Works
8650 California Ave.
South Gate, CA 90280

Document # 7590397772
Document Date 11/10/2021
Customer # 10327841
SCE Contact Maria Parcell
Telephone # 909-274-1877
(RP)

Description	Amount
Advance Payment - Consent Estimated	\$8,000.00

SCE Project# : 203999839

City of South Gate Urban Orchard Park, N/o Southern Ave & W Frontage Rd W/o 710 Fwy in South Gate.

If paying by check, please follow instructions on bill stub below

Instructions for wire or ACH payments:
JP Morgan Chase Bank
New York, NY

ABA#: 021000021 Acct#: 323-394434
SCE Taxpayer ID No. 95-1240335

Ref: Customer# 10327841 - Document# 7590397772 - Maria Parcell

Failure to properly identify your customer and document number may delay your project

Please detach and return payment stub with payment

Cut Here 

Payment Stub

\$8,000.00

Customer 10327841
Document 7590397772
(RP)

Enter the amount you
paid \$

Make check payable to Southern California Edison.
Please include customer and document# on the check.

City Of South Gate
Dept of Public Works
8650 California Ave.
South Gate, CA 90280

Southern California Edison
Attn: Accounts Receivable
PO Box 800
Rosemead, CA
91771-0001

APR 05 2022

4:30pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: April 12, 2022Originating Department: Parks & Recreation

Interim Director:


Steve Costley

Interim City Manager:



Chris Jeffers

SUBJECT: ACCEPT GRANT FUNDS FROM CALIFORNIANS FOR ALL YOUTH WORKFORCE PROGRAM

PURPOSE: To accept grant funds from Californians for All Youth Workforce Program and allocate the funding for various projects with the Conservation Corp of Long Beach.

RECOMMENDED ACTION: The City Council will consider:

- a. Accepting \$750,515 in grant funds from Californians for All Youth Workforce Program;
- b. Allocating such funding for various Workforce Development projects with the Conservation Corp of Long Beach; and
- c. Delegating authority to the Director of Parks & Recreation, or his designee, to conduct all negotiations, sign and submit all documents including, but not limited to, applications, agreements, amendments, and payment requests which may be necessary for the completion of the grant scope(s).

FISCAL IMPACT: The \$750,515 in grant funds will reimburse the City for Workforce Development activities at the new Urban Orchard Park, bulky item pick-up throughout the City, and other training opportunities for the youth of the community through the City's partnership with the Conservation Corp of Long Beach.

BACKGROUND: In December of 2021, the Conservation Corp of Long Beach ("CCLB"), notified the Parks & Recreation Department that the Governor of California had announced \$300 million in Clean California grant funding would be awarded to local cities throughout the state. CCLB asked if the City would be willing to partner with them in bringing these funds to South Gate. CCLB took the lead on the grant writing and, together, jointly submitted a grant application to the state in February of 2022. On March 18, 2022, the City was notified that the grant would be fully funded, along with 13 other municipalities in California.

All funding from this grant is available upon signature of contract and must be obligated by the City by June 30, 2024. Current estimates are to spend \$50,000 this fiscal year, \$500,000 in FY22/23, and the remaining \$250,515 in FY23/24. These funds will be spent on workforce development, maintenance at the Urban Orchard, and litter/bulky item clean-up, "Strike Teams" for the Parks & Recreation Department and the overall City. The Department will be working with both the State of California Office of California Volunteers and the Conservation Corp of Long Beach to implement each of the programs.

ATTACHMENT: Award Notification



NOTIFICATION OF INTENT TO AWARD

2021 CaliforniansForAll Youth Jobs Corps RFA

According to the provisions of the 2021 CaliforniansForAll Youth Jobs Corps RFA, California Volunteers intends to award contracts to the attached list of recipients on Monday, March 28, 2022.

This Notification of Intent to Award should not be considered as a binding commitment by California Volunteers. This notice shall remain from Friday, March 18, 2022 to Friday, March 25, 2022. The last day to protest this award is Friday, March 25, 2022.

Inquiries should be addressed to Josh Lord, (916) 204-6367. Thank you for your continued interest in responding to the needs of the State.

Sincerely,

Josh Lord

Senior Advisor, CaliforniaVolunteers

List of Awardees:

City of Santa Monica

City of Richmond

City of South Gate

Monterey County

Merced County

City of Big Bear Lake

Contra Costa County

Marin County Fire Foundry

Zero Waste Sonoma

City of La Puente

City of Maywood

Stanislaus County

City of San Bernadino

Nevada County

APR 05 2022
2:55 pm**City of South Gate**
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: April 12, 2022Originating Department: Public Works

Department Director: _____

Arturo Cervantes

Interim City Manager: _____

Chris Jeffers

SUBJECT: NOTICE OF COMPLETION FOR RETAINING WALL NO. 945 AND SOUNDWALL NO. 949, CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST, AND THE CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST

PURPOSE: Construction of the subject project (Soundwall Project) is complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the project and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Accepting completion of construction, effective October 15, 2021, of the Soundwall Improvements Project, City Project No. 587-ST and 547-ST, constructed by Ortiz Enterprises Inc.; and
- b. Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The Soundwall Project is budgeted in the amount of \$8,900,000 in Account No. 311-790-31-9571 in Los Angeles Metropolitan Transportation Authority (METRO) Measure R Funds from the I710 Corridor Project. The final construction contract amount is \$6,609,911, inclusive of change order numbers one through five. The total project expenditures to date are summarized below.

Project Budget	Measure R Funds
Contract No. 3566	\$6,692,129
CCO No. 1	\$116,002
CCO No. 2	\$37,956
CCO No. 3	\$106,911
CCO No. 4	\$125,927
CCO No. 5	(\$469,014)
Sub- Total	\$6,609,911
*Other Services	\$1,421,432
Total	\$8,031,343

* Includes services such as design, construction management, staff time and project management. See Exhibit E for a complete summary of services.

ALIGNMENT WITH COUNCIL GOALS: This Project meets the City Council's goal for "Continuing Infrastructure Improvements."

ANALYSIS: Construction of the Soundwall Project is complete and staff is preparing to process the final payment for construction services to Ortiz Enterprises Inc. ("Ortiz"). The Public Contract Code establishes requirements that the City must abide to prior to releasing the final payment on construction projects. The Notice of Completion provides written notice to concerned parties that all work on the project has been completed. The Notice of Completion initiates the 35-day period within which concerned parties may exercise their lien rights for the work they performed on the Project. The City may use a part, or all, of the 5% retention payment to settle any liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release the retention and any remaining amount due to the Contractor.

Contract No. 3566 was awarded in the amount of \$6,692,129. The current contract amount is \$6,609,911 because five change orders were issued. There is a possibility that the final contract amount will be higher than \$6,609,911, the contractor is seeking additional compensation for construction delays. Ortiz is requesting additional compensation arguing that the City delayed the construction schedule by issuing change orders for extra work and delaying their issuance. Ortiz is requesting \$52,276 for these delays; however, the Public Works Department has denied the request. Ortiz disagrees with the decision and is continuing to pursue their request. Staff has completed the second review and its decision is pending. Ortiz has the option to continue communications or file a claim if they do not accept the City's response. Any resolution, administrative or legal, that leads to an agreement to pay for any part of Ortiz's request will require approval through typical City approval processes. Notwithstanding this, the City Council may accept the project as complete to comply with Public Contract Code Section 7107(c) and the construction documents. Contract No. 3566 requires the City to release retention within 60 days after completion of construction. Construction is complete, and the City has beneficial use of the improvements. Council approval will allow staff to file the Notice of Completion so that the retention payment can be timely issued.

Contract No. 3566 required that a 5% retention be held from construction invoices prior to payment. The total retention amount held was \$327,145. The work on the Soundwall project was completed on October 15, 2021. As such, retention was to be released on December 14, 2021. The City and Ortiz agreed for 50% of retention to be released (\$163,573) and the balance to be released after approval of the Notice of Completion by the City Council.

BACKGROUND: The Soundwall Project is a part of the Capital Improvement Program and was funded by Measure R Funds from the I-710 Corridor Project. The project entailed installing two soundwalls adjacent to the Thunderbird Villas Mobile Home Park. One was installed on City right-of-way on Frontage Road and the other was installed on Caltrans right-of-way next to the I-710 Freeway. The soundwalls serve as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway. Additional improvements constructed with the project include a pedestrian path, landscaping, irrigation, and peripheral improvements.

On December 10, 2019, the City Council awarded Contract No. 3566 to Ortiz Enterprises Inc. in the amount of \$6,692,129 for the construction of the Soundwall Project. Construction began on April 13, 2020 and was field accepted by City staff on October 15, 2021. City and Caltrans field representatives accepted the constructed improvements within their respective rights-of-way. All work was performed in accordance with the approved plans and specifications with acceptable quality and workmanship. Ortiz has met all contract obligations.

The current construction contract amount is \$6,609,911 which includes the original contract amount of \$6,692,129 and five contract change orders, summarized below.

- On July 1, 2021, the Interim City Manager approved Contract Change Order No. 1 in the amount of \$116,002, to incorporate an additional irrigation system to the contract to address design and field issues that were missing from the original plans.
- On July 16, 2021, the Interim City Manager approved Contract Change Order No. 2 in the amount of \$37,956 to modify and relocate the Thunderbird Villas Mobile Home Park emergency gate within the City right-of-way that was not part of the original contract.
- On January 6, 2022, the Interim City Manager approved Contract Change Order No. 3 in the amount of \$106,910, to install permanent storm water Best Management Practices (BMPs) improvements on the Caltrans embankment.
- On January 26, 2022, the Interim City Manager approved Contract Change Order No. 4 in the amount of \$125,927 to fund work that was necessary to address unforeseen conditions discovered during construction.
- On March 14, 2022, the Interim City Manager approved Contract Change Order No. 5 to reconcile the contract quantities. Contract quantity reconciliation entails increasing some line-item quantities and reducing other line-item quantities. In summary, quantities were increased and decreased by a total of \$105,449 and \$574,463, respectively, which resulted in reducing the contract amount by \$469,014. The increase in quantities was to fund additional improvements that were necessary to address field issues. The work was not within the scope of the contract, however, the line items included competitive unit pricing that was used to establish the cost of the work. The work included but was not limited to aesthetic treatments, rebar reinforcement, 12-inch wire mesh, asphalt pavement and other additional quantities to bid items. The decrease in quantities was applied to the contract for work that was not performed and not necessary to complete construction, such as, temporary fiber roll, roadway excavation, imported borrow, anti-graffiti coating on the Caltrans Soundwall, temporary railing and other quantity bid items that were not performed.

The contract change orders can be found on Attachment B.

At its December 10, 2019 Council Meeting, the City Council also authorized the City Manager to administratively approve contract change orders up to \$750,000 for the Soundwall Project. The Contract Change Orders Nos. 1 through 5 were administratively approved by the Interim City Manager under that authority as their total amount was under \$750,000.

ATTACHMENTS: A. Notice of Completion
B. Change Order Nos. 1, 2, 3, 4 and 5
C. Contract No. 3566
D. Budget Summary And Summary of Change Orders

ES:lc

RECORDING REQUESTED BY

AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any Interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue	In Fee
	South Gate, CA 90280	

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)

- 4 A work of improvement on the property hereinafter described was COMPLETED ON 10/15/2021

- 5 The name of the CONTRACTOR, if any, for such work of improvement was Ortiz Enterprises Inc., 6 Cushing Street, Suite 200, Irvine, CA 92618.

- 6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

**CONSTRUCTION OF THE RETAINING WALL NO. 945 AND SOUNDWALL NO. 949,
CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST, AND THE
CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST**

- 7 The street and address of said property is: 10001 Frontage Road Dated: April 12, 2022
South Gate, CA 90280

- 8 Signature of }

Owner or Owners

Al Rios, Mayor

City of South Gate

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above



City of
South
Gate

City of South Gate, Public Works Department Contract Change Order

Date: February 25, 2022 Change Order No. 05

Account No. 311-790-31-9571

Contractor: Ortiz Enterprises Inc.

Contract No. 3566

Contract Date: 12/10/2019

Plan Reference: I-710 Corridor Soundwall Project, CITY PROJECT NO. 587-ST and 547-ST

Change Order Amount: - \$469,013.89

Reason for Change: Reconciliation of Bid Items

Description of Change: Contract Change Order No. 5, provides for reconciliation of contract bid items of \$95,449.13 of additional improvements (utilizing contract bid items) and \$574,463.02 in contract deductions of bid quantities, for a net amount of -\$469,013.89

Original Contract Amount	\$ 6,692,129.00
Total of previous authorized Change Orders	\$ 386,796.19
New Change Order Amount (Reconciliation of Quantities)	\$ (469,013.89)
New Contract Amount	\$ 6,609,911.30

The Changes described above are hereby authorized.

Approved: 3/07/2022, 20

Project Engineer, Elias Saikaly, P.E.

Contractor: Ortiz Enterprises Inc.

By Authorized Agent, John Britt

Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.

Construction Manager, Nader Naderi

Date:

Interim City Manager, Chris Jeffers

Date

Original - Project File

CC: - Contractor

- Department



CITY OF SOUTH GATE

EXHIBIT "A"

Contract Change Order No. 5
Reconciliation of Quantities

Description Construction of Retaining Wall 945 and Soundwall 946,
Soundwall No. 926 and 927
Contractor Ortiz Enterprises, Inc.
Address 6 Cushing, Suite 200
Irvine, CA 92618
Phone (949) 753-1414
Fax (949) 753-1477

From April 13, 2020
To October 15, 2021
P.O. No. 0005534
Contract No. 3565

Invoice No.: N/A
Report No.
Start Date: April 13, 2020
Account No. 311-790-31-9571
Completion Date: June 23, 2021
Contract Price \$8,692,129.00
Asst. No. 311-790-31-9571

BID ITEM	CONSTRUCTION ITEM	UNIT MEASURE	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT AMOUNT	THIS REQUEST QUANTITY	AMOUNT	PREVIOUS REQUEST QUANTITY	AMOUNT	TOTAL TO DATE QUANTITY	AMOUNT	PERCENT COMPLETE	Work Not Done	Work Done
1	LEAD COMPLIANCE PLAN	LS	1.00	\$ 10,000.00	\$ 10,000.00	\$ -		1.00	\$ 10,000.00	1.00	\$ 10,000.00	100.00%	\$ -	
2	DEVELOP WATER SUPPLY	LS	1.00	\$ 20,000.00	\$ 20,000.00	\$ -		1.00	\$ 20,000.00	1.00	\$ 20,000.00	100.00%	\$ -	
3	CONSTRUCTION AREA SIGNS	LS	1.00	\$ 15,000.00	\$ 15,000.00	\$ -		1.00	\$ 15,000.00	1.00	\$ 15,000.00	100.00%	\$ -	
4	TEMPORARY RAILING (TYPE K)	LF	1,220.00	\$ 40.00	\$ 48,800.00	\$ -		1,220.00	\$ 48,800.00	1,220.00	\$ 48,800.00	100.00%	\$ -	
5	TEMP CRASH CUSHION MODULE (ARRAY TS 11)	EA	1.00	\$ 2,200.00	\$ 2,200.00	\$ -		2.00	\$ 4,400.00	2.00	\$ 4,400.00	200.00%		\$ 2,200.00
6	JOB SITE MANAGEMENT	LS	1.00	\$ 10,000.00	\$ 10,000.00	\$ -		1.00	\$ 10,000.00	1.00	\$ 10,000.00	100.00%	\$ -	
7	PREPARE WATER POLLUTION CONTROL PRGM	LS	1.00	\$ 65,000.00	\$ 65,000.00	\$ -		1.00	\$ 65,000.00	1.00	\$ 65,000.00	100.00%	\$ -	
8	TEMPORARY CHECK DAM	LF	900.00	\$ 7.00	\$ 6,300.00	\$ -		36.00	\$ 252.00	36.00	\$ 252.00	4.00%	\$ (6,048.00)	
9	TEMPORARY FIBER ROLL	LF	5,400.00	\$ 6.00	\$ 32,400.00	\$ -		2,600.00	\$ 15,600.00	2,600.00	\$ 15,600.00	48.15%		\$ 5,000.00
10	TEMPORARY CONSTRUCTION ENTRANCE	EA	1.00	\$ 5,000.00	\$ 5,000.00	\$ -		2.00	\$ 10,000.00	2.00	\$ 10,000.00	200.00%		\$ 5,000.00
11	STREET SWEEPING	LS	1.00	\$ 40,000.00	\$ 40,000.00	\$ -		1.00	\$ 40,000.00	1.00	\$ 40,000.00	100.00%	\$ -	
12	TEMPORARY CONCRETE WASHOUT FACILITY	EA	1.00	\$ 10,000.00	\$ 10,000.00	\$ -		1.00	\$ 10,000.00	1.00	\$ 10,000.00	100.00%	\$ -	
13	REMOVE TREE AND STUMP	EA	7.00	\$ 2,000.00	\$ 14,000.00	\$ -		7.00	\$ 14,000.00	7.00	\$ 14,000.00	100.00%	\$ -	
14	REMOVE ROCK SLOPE PROTECTION	CY	3.00	\$ 700.00	\$ 2,100.00	\$ -		3.00	\$ 2,100.00	3.00	\$ 2,100.00	100.00%	\$ -	
15	CLEARING AND GRUBBING	LS	1.00	\$ 45,000.00	\$ 45,000.00	\$ -		1.00	\$ 45,000.00	1.00	\$ 45,000.00	100.00%	\$ -	
16	ROADWAY EXCAVATION (TYPEZ-2) (AERIALY DEPOSITED LEAD)	CY	500.00	\$ 250.00	\$ 125,000.00	\$ -		369.00	\$ 92,250.00	369.00	\$ 92,250.00	73.80%	\$ (32,750.00)	
17	STRUCTURE EXCAVATION (RETAINING WALL)	CY	906.00	\$ 90.00	\$ 81,540.00	\$ -		906.00	\$ 81,540.00	906.00	\$ 81,540.00	100.00%	\$ -	
18	STRUCTURE BACKFILL (RETAINING WALL)	CY	931.00	\$ 24.00	\$ 22,344.00	\$ -		931.00	\$ 22,344.00	931.00	\$ 22,344.00	100.00%	\$ -	
19	STRUCTURE BACKFILL (SOUNDWALL)	CY	4.00	\$ 25.00	\$ 100.00	\$ -		4.00	\$ 100.00	4.00	\$ 100.00	100.00%	\$ -	
20	IMPORTED BORROW (CY)	CY	1,000.00	\$ 30.00	\$ 30,000.00	\$ -		\$ -					\$ (30,000.00)	
21	FURNISH AND INSTALL SOIL AMENDMENT	SF	3,100.00	\$ 1.00	\$ 3,100.00	\$ -		\$ -					\$ (3,100.00)	
22	FURNISH AND INSTALL PLANTING	SF	3,100.00	\$ 8.00	\$ 24,800.00	\$ -		2,427.00	\$ 19,416.00	2,427.00	\$ 19,416.00	78.29%	\$ (5,384.00)	
23	FURNISH AND INSTALL TREES (24" BOX)	EA	9.00	\$ 800.00	\$ 7,200.00	\$ -		9.00	\$ 7,200.00	9.00	\$ 7,200.00	100.00%	\$ -	
24	FURNISH AND INSTALL MULCH	SF	3,100.00	\$ 1.50	\$ 4,650.00	\$ -		2,427.00	\$ 3,640.50	2,427.00	\$ 3,640.50	78.29%	\$ (1,009.50)	
25	PLANT ESTABLISHMENT WORK	LS	1.00	\$ 4,500.00	\$ 4,500.00	\$ -		1.00	\$ 4,500.00	1.00	\$ 4,500.00	100.00%	\$ -	
26	FURNISH AND INSTALL IRRIGATION FACILITIES	LS	1.00	\$ 20,000.00	\$ 20,000.00	\$ -		10.00	\$ 200,000.00	1.00	\$ 20,000.00	100.00%	\$ -	
27	REPAIR IRRIGATION SYSTEM	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ -		1,149.19	\$ 5,745.95	1,149.19	\$ 5,745.95	114.92%	\$ 745.95	
28	FINISHING ROADWAY	LS	1.00	\$ 15,000.00	\$ 15,000.00	\$ -		1.00	\$ 15,000.00	1.00	\$ 15,000.00	100.00%	\$ -	
29	HOT MIX ASPHALT (TYPE A)	TN	172.00	\$ 168.00	\$ 28,560.00	\$ -		154.05	\$ 25,572.30	154.05	\$ 25,572.30	89.56%	\$ (2,987.70)	
30	PLACE HOT MIX ASPHALT (MISC. AREA)	SY	10.00	\$ 10.00	\$ 100.00	\$ -		10.00	\$ 100.00	10.00	\$ 100.00	100.00%	\$ -	
31	REMOVE BASE AND SURFACING	SF	7,800.00	\$ 2.00	\$ 15,600.00	\$ -		7,800.00	\$ 15,600.00	7,800.00	\$ 15,600.00	100.00%	\$ -	
32	16" CIDH CONCRETE PILING (SOUND WALL)	LF	4,213.00	\$ 92.00	\$ 387,596.00	\$ -		4,284.00	\$ 394,128.00	4,284.00	\$ 394,128.00	101.89%		\$ 6,532.00
33	24" CIDH CONCRETE PILING (SOUND WALL)	LF	48.00	\$ 200.00	\$ 9,600.00	\$ -		45.00	\$ 9,000.00	45.00	\$ 9,000.00	97.83%	\$ (200.00)	
34	STRUCTURAL CONCRETE, RET WALL	CY	254.00	\$ 1,070.00	\$ 271,780.00	\$ -		254.00	\$ 271,780.00	254.00	\$ 271,780.00	100.00%	\$ -	
35	STRUCTURAL CONCRETE, SOUND WALL	CY	3.00	\$ 2,500.00	\$ 7,500.00	\$ -		3.00	\$ 7,500.00	3.00	\$ 7,500.00	100.00%	\$ -	
36	MINOR CONCRETE (PLASTER)	CY	27.00	\$ 4,100.00	\$ 110,700.00	\$ -		27.00	\$ 110,700.00	27.00	\$ 110,700.00	100.00%	\$ -	
37	BAR REINFORCING STEEL (RETAINING WALL)	LB	16,000.00	\$ 1.15	\$ 18,400.00	\$ -		40,368.00	\$ 46,423.20	40,368.00	\$ 46,423.20	238.86%	\$ 28,023.20	
38	AESTHETIC TREATMENT	SF	8,260.00	\$ 19.00	\$ 156,940.00	\$ -		7,184.00	\$ 136,496.00	7,184.00	\$ 136,496.00	114.76%		\$ 17,550.00
39	SOUNDWALL (MASONRY BLOCK)	SF	15,739.00	\$ 29.00	\$ 456,431.00	\$ -		15,739.00	\$ 456,431.00	15,739.00	\$ 456,431.00	100.00%	\$ -	

BID ITEM	CONSTRUCTION ITEM	UNIT OF MEASURE	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT AMOUNT	THIS REQUEST QUANTITY	THIS REQUEST AMOUNT	PREVIOUS REQUEST QUANTITY	PREVIOUS REQUEST AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT	PERCENT COMPLETE	Work Net Date	Work Done
40	ACCESS GATE (SOUND WALL)	EA	3.00	\$ 6,000.00	\$ 18,000.00	\$ -	\$ -	3.00	\$ 18,000.00	3.00	\$ 18,000.00	100.00%	\$ -	
41	MINOR CONCRETE (MISC. CONSTRUCTION) (CONCRETE V-DITCH AND CONCRETE CROSS DRAIN CONNECTION)	CY	58.00	\$ 700.00	\$ 40,600.00	\$ -	\$ -	58.00	\$ 40,600.00	58.00	\$ 40,600.00	100.00%	\$ -	
42	MINOR CONCRETE (CURB TYPEA-2 AND TYPE B-8)	CY	76.00	\$ 600.00	\$ 45,600.00	\$ -	\$ -	76.00	\$ 45,600.00	76.00	\$ 45,600.00	92.76%	\$ (3,300.00)	
43	REMOVE CONCRETE(DRIVEWAY) (PORTION)	SF	20.00	\$ 200.00	\$ 4,000.00	\$ -	\$ -	20.00	\$ 4,000.00	20.00	\$ 4,000.00	100.00%	\$ -	
44	PREPARE AND PAINT CONCRETE	SF	8,230.00	\$ 3.00	\$ 18,690.00	\$ -	\$ -	7,825.00	\$ 23,475.00	7,825.00	\$ 23,475.00	125.60%	\$ -	\$ 4,785.00
45	ANTI-GRAFFITI COATING	SF	37,740.00	\$ 1.50	\$ 56,610.00	\$ -	\$ -	22,830.00	\$ 34,245.00	22,830.00	\$ 34,245.00	60.49%	\$ (22,365.00)	
46	TEMPORARY FENCE (TYPE CL-6)	LF	1,180.00	\$ 28.00	\$ 33,040.00	\$ -	\$ -	1,180.00	\$ 33,040.00	1,180.00	\$ 33,040.00	100.00%	\$ -	
47	12" WIRE MESH GATE (TYPE WWM-6)	EA	1.00	\$ 4,800.00	\$ 4,800.00	\$ -	\$ -	3.00	\$ 14,400.00	3.00	\$ 14,400.00	300.00%	\$ -	\$ 9,600.00
48	REMOVE CHAIN LINK FENCE	LF	1,200.00	\$ 11.50	\$ 13,800.00	\$ -	\$ -	1,168.00	\$ 13,294.00	1,168.00	\$ 13,294.00	96.33%	\$ (506.00)	
49	RELOCATE ROADSIDE SIGN(METAL POST)	EA	1.00	\$ 225.00	\$ 225.00	\$ -	\$ -	1.00	\$ 225.00	1.00	\$ 225.00	100.00%	\$ -	
50	CONCRETE BARRIER (TYPE 73M(MODIFIED)	LF	292.00	\$ 230.00	\$ 67,160.00	\$ -	\$ -	292.00	\$ 67,160.00	292.00	\$ 67,160.00	100.00%	\$ -	
51	CONCRETE BARRIER (TYPE736SV) (MODIFIED)	LF	902.00	\$ 303.00	\$ 273,306.00	\$ -	\$ -	902.00	\$ 273,306.00	902.00	\$ 273,306.00	100.00%	\$ -	
52	PAINT TRAFFIC STRIPE (2-COAT)	LF	1,170.00	\$ 1.00	\$ 1,170.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ (1,170.00)	
53	MOBILIZATION (5%)	LS	1.00	\$ 130,000.00	\$ 130,000.00	\$ -	\$ -	1.00	\$ 130,000.00	1.00	\$ 130,000.00	100.00%	\$ -	
54	INFORMATIONAL PROJECT SIGNS	EA	2.00	\$ 5,000.00	\$ 10,000.00	\$ -	\$ -	2.00	\$ 10,000.00	2.00	\$ 10,000.00	100.00%	\$ -	
55	PUBLIC NOTIFICATION	LS	1.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	1.00	\$ 2,500.00	1.00	\$ 2,500.00	100.00%	\$ -	
Subtotal - Soundwell Project No. 587-ST					\$ 2,814,369.00	\$ -	\$ -	\$2,842,163.95	\$ -	\$ 2,762,163.95	\$ -	98.16%	\$ -125,812.20	\$ 73,407.15
100	MOBILIZATION (5%)	LS	1.00	\$ 170,000.00	\$ 170,000.00	\$ -	\$ -	1.00	\$ 170,000.00	1.00	\$ 170,000.00	100.00%	\$ -	
101	TRAFFIC CONTROL	LS	1.00	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	1.00	\$ 75,000.00	1.00	\$ 75,000.00	100.00%	\$ -	
102	PREPARATION AND IMPLEMENTATION OF EROSION AND SEDIMENT CONTROL BMP'S	LS	1.00	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	1.00	\$ 150,000.00	1.00	\$ 150,000.00	100.00%	\$ -	
103	INFORMATIONAL PROJECT SIGNS	EA	2.00	\$ 3,900.00	\$ 7,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ (7,800.00)	
104	PUBLIC NOTIFICATION	LS	1.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	1.00	\$ 3,500.00	1.00	\$ 3,500.00	100.00%	\$ -	
105	WATER CONSUMPTION	LS	1.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	1.00	\$ 20,000.00	1.00	\$ 20,000.00	100.00%	\$ -	
108	CLEARING AND GRUBBING	LS	1.00	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -	1.00	\$ 45,000.00	1.00	\$ 45,000.00	100.00%	\$ -	
107	PRE-CONSTRUCTION AND POST- CONSTRUCTION VIDEO AND STILL PICTURE DOCUMENTATION	LS	1.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	0.75	\$ 5,250.00	1.00	\$ 7,000.00	100.00%	\$ -	
108	TEMPORARY FENCE	LF	1,200.00	\$ 19.00	\$ 22,800.00	\$ -	\$ -	1,140.82	\$ 21,671.70	1,140.81600	\$ 21,671.70	95.05%	\$ (1,128.30)	
109	TEMPORARY PRIVACY SCREEN	LF	1,200.00	\$ 15.00	\$ 18,000.00	\$ -	\$ -	1,061.00	\$ 15,915.00	1,061.00	\$ 15,915.00	88.42%	\$ (2,085.00)	
110	CONSTRUCTION AREA SIGNS (1POST)	EA	8.00	\$ 700.00	\$ 5,600.00	\$ -	\$ -	7.00	\$ 4,900.00	7.00	\$ 4,900.00	87.50%	\$ (700.00)	
111	TEMPORARY TRAFFIC STRIPE(PAINT)	LF	8,000.00	\$ 0.70	\$ 5,600.00	\$ -	\$ -	4,000.00	\$ 2,800.00	4,000.00	\$ 2,800.00	50.00%	\$ (2,800.00)	
112	TEMPORARY RAILING (TYPE K) WITH TEMPORARY TRAFFIC SCREEN	LF	2,400.00	\$ 40.00	\$ 96,000.00	\$ -	\$ -	1,100.00	\$ 44,000.00	1,100.00	\$ 44,000.00	45.83%	\$ (52,000.00)	
113	TEMPORARY SIGN AND POST	EA	9.00	\$ 575.00	\$ 5,175.00	\$ -	\$ -	8.00	\$ 4,600.00	8.00	\$ 4,600.00	88.89%	\$ (575.00)	
114	TEMPORARY SIGN (PORTABLE)	EA	20.00	\$ 144.00	\$ 2,880.00	\$ -	\$ -	9.00	\$ 1,296.00	9.00	\$ 1,296.00	45.00%	\$ (1,584.00)	
115	TEMPORARY CRASH CUSHION (ABSORB 350)	EA	1.00	\$ 350.00	\$ 350.00	\$ -	\$ -	1.00	\$ 350.00	1.00	\$ 350.00	100.00%	\$ -	
116	TYPE III BARRICADE	EA	11.00	\$ 250.00	\$ 2,750.00	\$ -	\$ -	11.00	\$ 2,750.00	11.00	\$ 2,750.00	100.00%	\$ -	
117	CHANNELIZER (SURFACE MOUNTED)	EA	150.00	\$ 50.00	\$ 7,500.00	\$ -	\$ -	90.00	\$ 4,500.00	90.00	\$ 4,500.00	60.00%	\$ (3,000.00)	
118	PLASTIC DRUM	EA	15.00	\$ 250.00	\$ 3,750.00	\$ -	\$ -	15.00	\$ 3,750.00	15.00	\$ 3,750.00	100.00%	\$ -	
119	REMOVE AND DISPOSE OF YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	2,500.00	\$ 1.00	\$ 2,500.00	\$ -	\$ -	2,285.00	\$ 2,285.00	2,285.00	\$ 2,285.00	91.40%	\$ (215.00)	
120	REMOVE TEMPORARY TRAFFIC STRIPE (PAINT)	LF	8,000.00	\$ 0.50	\$ 4,000.00	\$ -	\$ -	4,651.00	\$ 2,325.50	4,651.00	\$ 2,325.50	58.14%	\$ (1,674.50)	
121	STREET SWEEPING	LS	1.00	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	1.00	\$ 31,000.00	1.00	\$ 31,000.00	100.00%	\$ -	
122	REMOVE BLOCK WALL	SF	400.00	\$ 15.00	\$ 6,000.00	\$ -	\$ -	538.75	\$ 8,081.25	538.75	\$ 8,081.25	134.69%	\$ -	\$ 2,081.25
123	REMOVE BLOCK WALL (PORTION)	SF	5,000.00	\$ 15.00	\$ 75,000.00	\$ -	\$ -	4,479.45	\$ 67,191.75	4,479.45	\$ 67,191.75	89.59%	\$ (7,808.25)	
124	SAWCUT AND REMOVE BASE AND SURFACING	CY	576.00	\$ 100.00	\$ 57,600.00	\$ -	\$ -	557.27	\$ 55,727.00	557.27	\$ 55,727.00	96.92%	\$ (1,773.00)	
125	REMOVE CURB AND GUTTER	LF	1,400.00	\$ 9.00	\$ 12,600.00	\$ -	\$ -	1,100.00	\$ 9,900.00	1,100.00	\$ 9,900.00	78.57%	\$ (2,700.00)	
126	REMOVE CROSS GUTTER	SF	300.00	\$ 8.00	\$ 2,400.00	\$ -	\$ -	300.00	\$ 2,400.00	300.00	\$ 2,400.00	100.00%	\$ -	
127	REMOVE CONCRETE CATCH BASIN (INCLUDING FRAME AND GRATE)	EA	1.00	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	1.00	\$ 1,200.00	1.00	\$ 1,200.00	100.00%	\$ -	
128	REMOVE CONFLICTING PORTION 18" RCP	LF	15.00	\$ 80.00	\$ 1,200.00	\$ -	\$ -	2.00	\$ 160.00	2.00	\$ 160.00	13.33%	\$ (1,040.00)	
129	REMOVE CONFLICTING PORTION 24" RCP	LF	10.00	\$ 120.00	\$ 1,200.00	\$ -	\$ -	2.00	\$ 240.00	2.00	\$ 240.00	20.00%	\$ (960.00)	

BID ITEM	CONSTRUCTION ITEM	UNIT MEASURE	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT AMOUNT	THIS REQUEST QUANTITY	AMOUNT	PREVIOUS REQUEST QUANTITY	AMOUNT	TOTAL TO DATE QUANTITY	AMOUNT	PERCENT COMPLETE	Work Not Done	Work Done
130	UN-CLASSIFIED EXCAVATION	CY	773.00	\$ 125.00	\$ 96,250.00	\$ -		762.36	\$ 95,295.00	762.36	\$ 95,295.00	99.01%	\$ (955.00)	
131	IMPORTED BORROW	CY	450.00	\$ 24.00	\$ 10,800.00	\$ -		259.00	\$ 6,216.00	259.00	\$ 6,216.00	57.56%	\$ (4,584.00)	
132	CONSTRUCT 4" THICK ASPHALT CONCRETE OVER 6" CRUSHED AGGREGATE BASE PER COSG STD. PLAN 108	SF	10,600.00	\$ 9.00	\$ 94,800.00	\$ -		10,973.00	\$ 98,757.00	10,973.00	\$ 98,757.00	104.50%		\$ 4,257.00
133	CONSTRUCT TYPE A-2 CURB AND GUTTER PER COSG STD. PLAN 203	CY	100.00	\$ 600.00	\$ 60,000.00	\$ -		81.47	\$ 48,882.00	81.47	\$ 48,882.00	81.47%	\$ (11,118.00)	
134	CONSTRUCT CURB RAMP (CASECM) PER CALTRANS STD. PLAN A563	EA	4.00	\$ 2,700.00	\$ 10,800.00	\$ -		6.00	\$ 16,200.00	6.00	\$ 16,200.00	150.00%		\$ 5,400.00
135	CONSTRUCT 6" BARRIER PER DETAIL SI-6.01	CY	12.00	\$ 700.00	\$ 8,400.00	\$ -		8.93	\$ 6,251.00	8.93	\$ 6,251.00	74.42%	\$ (2,149.00)	
136	CONSTRUCT 4" CONCRETE SIDEWALK AND RETAINING CURB PER DETAIL SI-6.02	CY	5.00	\$ 500.00	\$ 2,500.00	\$ -			\$ -		\$ -		\$ (2,500.00)	
137	CONSTRUCT CONCRETE CROSSGUTTER PER COSG STD. PLAN 222	CY	15.00	\$ 600.00	\$ 9,000.00	\$ -		22.00	\$ 13,200.00	22.00	\$ 13,200.00	146.67%		\$ 4,200.00
138	CONSTRUCT CURBSIDE GRATING CATCH BASIN PER SPPWC STD. PLAN 303.3 WITH FRAME AND GRATE PER SPPWC STD. PLAN 311.3	EA	6.00	\$ 1,800.00	\$ 10,800.00	\$ -		6.00	\$ 10,800.00	6.00	\$ 10,800.00	100.00%	\$ -	
139	CONSTRUCT MODIFIED CASE CONCRETE GUTTER DEPRESSION AT 94.9 INLET LOCATION PER DETAIL SD-2A	CY	4.00	\$ 2,200.00	\$ 8,800.00	\$ -		4.00	\$ 8,800.00	4.00	\$ 8,800.00	100.00%	\$ -	
140	CONSTRUCT CONCRETE GUTTER DEPRESSION FOR INLETS ON GRADE PER SPPWC STD. PLAN 313.3 CASE D	CY	9.00	\$ 600.00	\$ 5,400.00	\$ -		9.00	\$ 5,400.00	9.00	\$ 5,400.00	100.00%	\$ -	
141	FURNISH AND CONSTRUCT 18" RCP	LF	300.00	\$ 150.00	\$ 45,000.00	\$ -		281.00	\$ 42,150.00	281.00	\$ 42,150.00	93.67%	\$ (2,850.00)	
142	CONSTRUCT CONCRETE WALL PER DETAIL SW-4A	CY	450.00	\$ 1,070.00	\$ 481,500.00	\$ -		412.22	\$ 441,075.40	412.22	\$ 441,075.40	91.60%	\$ (40,424.60)	
143	CONSTRUCT CONCRETE CLOSURE WALL PER DETAIL SW-6A	CY	5.00	\$ 6,000.00	\$ 30,000.00	\$ -		1.33	\$ 7,980.00	1.33	\$ 7,980.00	26.60%	\$ (22,020.00)	
144	FURNISH AND CONSTRUCT TRANSPARENT NOISE BARRIER PANELS PER DETAIL SW-5B	SF	10,600.00	\$ 52.00	\$ 551,200.00	\$ -		10,282.00	\$ 534,664.00	10,282.00	\$ 534,664.00	97.00%	\$ (16,536.00)	
145	CONSTRUCT 18" CAST-IN-DRILLED HOLE CONCRETE PILING PER DETAIL SW-4A	LF	1,550.00	\$ 65.00	\$ 100,750.00	\$ -		1,593.44200	\$ 103,573.73	1,593.44200	\$ 103,573.73	102.80%		\$ 2,823.73
146	FURNISH AND CONSTRUCT BAR REINFORCING STEEL (CONCRETE WALL) PER DETAIL SW-4A	LB	95,000.00	\$ 1.00	\$ 95,000.00	\$ -		93,000.00	\$ 93,000.00	93,000.00	\$ 93,000.00	100.00%	\$ -	
147	COLD MILL ASPHALT CONCRETE (1 1/2" MAX)	SY	8,200.00	\$ 4.00	\$ 32,800.00	\$ -		309.00	\$ 1,236.00	309.00	\$ 1,236.00	3.77%	\$ (31,564.00)	
148	OVERLAY ASPHALT CONCRETE IN COLD MILL AREAS	TN	720.00	\$ 100.00	\$ 72,000.00	\$ -		34.00	\$ 3,400.00	34.00	\$ 3,400.00	4.72%	\$ (68,600.00)	
149	CONSTRUCT AESTHETIC TREATMENT	SF	12,000.00	\$ 19.00	\$ 228,000.00	\$ -		11,044.13	\$ 209,838.47	11,044.13	\$ 209,838.47	92.03%	\$ (18,161.53)	
150	PREPARE AND PAINT AESTHETIC TREATMENT SURFACES	LS	1.00	\$ 40,000.00	\$ 40,000.00	\$ -		1.00	\$ 40,000.00	1.00	\$ 40,000.00	100.00%	\$ -	
151	FURNISH AND APPLY ANTI-GRAFFITI COATING (KRYTAKOTE "CTP")	SF	12,000.00	\$ 2.00	\$ 24,000.00	\$ -		11,044.13	\$ 22,088.26	11,044.13	\$ 22,088.26	92.03%	\$ (1,911.74)	
152	FURNISH AND CONSTRUCT 12" CORRUGATED HDPE CONDUIT (IRRIGATION CROSSOVER)	LF	150.00	\$ 85.00	\$ 12,750.00	\$ -		148.00	\$ 12,580.00	148.00	\$ 12,580.00	98.67%	\$ (700.00)	
153	FURNISH AND CONSTRUCT REMOTE CONTROL VALVE ACTUATOR	EA	1.00	\$ 700.00	\$ 700.00	\$ -			\$ -		\$ -		\$ (700.00)	
154	FURNISH AND CONSTRUCT CONTROL AND NEUTRAL CONDUCTORS IN CONDUIT	EA	1.00	\$ 1,500.00	\$ 1,500.00	\$ -		1.00	\$ 1,500.00	1.00	\$ 1,500.00	100.00%	\$ -	
155	FURNISH AND CONSTRUCT 18" STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)	EA	1.00	\$ 4,500.00	\$ 4,500.00	\$ -		1.00	\$ 4,500.00	1.00	\$ 4,500.00	100.00%	\$ -	
156	FURNISH AND CONSTRUCT IRRIGATION CONTROLLER ENCLOSURE CABINET	EA	1.00	\$ 2,000.00	\$ 2,000.00	\$ -		1.00	\$ 2,000.00	1.00	\$ 2,000.00	100.00%	\$ -	
157	FURNISH AND CONSTRUCT BACKFLOW PREVENTER ASSEMBLY	EA	1.00	\$ 2,000.00	\$ 2,000.00	\$ -		1.00	\$ 2,000.00	1.00	\$ 2,000.00	100.00%	\$ -	
158	FURNISH AND CONSTRUCT BACKFLOW PREVENTER ASSEMBLY ENCLOSURE	EA	1.00	\$ 1,600.00	\$ 1,600.00	\$ -		1.00	\$ 1,600.00	1.00	\$ 1,600.00	100.00%	\$ -	
159	FURNISH AND CONSTRUCT 1-1/2" ELECTRIC REMOTE CONTROL VALVE	EA	1.00	\$ 1,200.00	\$ 1,200.00	\$ -		1.00	\$ 1,200.00	1.00	\$ 1,200.00	100.00%	\$ -	
160	FURNISH AND CONSTRUCT 2-1/2" BALL VALVE	EA	1.00	\$ 400.00	\$ 400.00	\$ -		1.00	\$ 400.00	1.00	\$ 400.00	100.00%	\$ -	
161	FURNISH AND CONSTRUCT 3-1/2" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	125.00	\$ 9.00	\$ 1,125.00	\$ -		125.00	\$ 1,125.00	125.00	\$ 1,125.00	100.00%	\$ -	
162	FURNISH AND CONSTRUCT 1-1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	2,500.00	\$ 8.00	\$ 20,000.00	\$ -		1,030.00	\$ 8,180.00	1,030.00	\$ 8,180.00	41.20%	\$ (11,820.00)	
163	FURNISH AND CONSTRUCT 1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,300.00	\$ 5.00	\$ 6,500.00	\$ -		1,300.00	\$ 6,500.00	1,300.00	\$ 6,500.00	100.00%	\$ -	
164	FURNISH AND CONSTRUCT BUBBLER FOR SHRUBS	EA	250.00	\$ 62.00	\$ 15,500.00	\$ -		270.00	\$ 16,740.00	270.00	\$ 16,740.00	108.00%	\$ (1,240.00)	
165	FURNISH AND CONSTRUCT BUBBLER FOR TREES	EA	30.00	\$ 102.00	\$ 3,060.00	\$ -		50.00	\$ 5,100.00	50.00	\$ 5,100.00	166.67%	\$ (2,040.00)	
166	REMOVE FIRE HYDRANT (INCLUDING VALVE AND LATERAL PIPING)	EA	2.00	\$ 1,500.00	\$ 3,000.00	\$ -		2.00	\$ 3,000.00	2.00	\$ 3,000.00	100.00%	\$ -	
167	REMOVE 4" WATER LINE AND REMOVE AND SALVAGE QUALITY TESTING STATION	EA	2.00	\$ 6,000.00	\$ 12,000.00	\$ -		2.00	\$ 12,000.00	2.00	\$ 12,000.00	100.00%	\$ -	
168	REMOVE 8" ACP WATERLINE	LF	1,550.00	\$ 70.00	\$ 108,500.00	\$ -		1,372.08	\$ 96,045.60	1,372.08	\$ 96,045.60	88.57%	\$ (12,454.40)	
169	REMOVE 8" WATER MAIN CONNECTION METER AND VAULT	EA	1.00	\$ 7,500.00	\$ 7,500.00	\$ -		1.00	\$ 7,500.00	1.00	\$ 7,500.00	100.00%	\$ -	
170	FURNISH AND CONSTRUCT CONNECTION TO EXISTING MAIN (CASE I) PER COSG STD. PLAN 414 (INCLUDING TRENCHING, BACKFILL, FITTINGS AND THRUST BLOCKS)	EA	1.00	\$ 20,000.00	\$ 20,000.00	\$ -		1.00	\$ 20,000.00	1.00	\$ 20,000.00	100.00%	\$ -	
171	FURNISH AND CONSTRUCT CONNECTION TO EXISTING MAIN (CASE II) PER COSG STD. PLAN 414 (INCLUDING TRENCHING, BACKFILL, FITTINGS, GATE VALVE AND THRUST BLOCKS)	EA	1.00	\$ 20,000.00	\$ 20,000.00	\$ -		1.00	\$ 20,000.00	1.00	\$ 20,000.00	100.00%	\$ -	
172	FURNISH AND CONSTRUCT FIRE HYDRANT PER COSG STD. PLAN 415 TYPE CLOW 680 (INCLUDING TEE, GATE VALVE, LATERAL PIPING, AND RELATED APPURTENANCES)	EA	2.00	\$ 7,000.00	\$ 14,000.00	\$ -		2.00	\$ 14,000.00	2.00	\$ 14,000.00	100.00%	\$ -	
173	FURNISH AND CONSTRUCT 1" WATER SERVICE WITH WATER METER PER COSG STD. PLAN 402A AND RE-USE QUALITY TESTING STATION (INCLUDING SADDLE, CORPORATION STOP, ANGLE STOP, METER BOX, AND RELATED APPURTENANCES)	EA	2.00	\$ 3,000.00	\$ 6,000.00	\$ -		2.00	\$ 6,000.00	2.00	\$ 6,000.00	100.00%	\$ -	
174	FURNISH AND CONSTRUCT 2" BLOW OFF ASSEMBLY PER COSG STD. PLAN 428 (INCLUDING SADDLE, CORPORATION STOP, ANGLE STOP, METER BOX, AND RELATED APPURTENANCES)	EA	1.00	\$ 4,500.00	\$ 4,500.00	\$ -		1.00	\$ 4,500.00	1.00	\$ 4,500.00	100.00%	\$ -	
175	FURNISH AND CONSTRUCT 1/2" GATE VALVE PER COSG STD. PLAN 403 (INCLUDING THRUST BLOCK, VALVE BOX, AND RELATED APPURTENANCES)	EA	3.00	\$ 4,500.00	\$ 13,500.00	\$ -		3.00	\$ 13,500.00	3.00	\$ 13,500.00	100.00%	\$ -	
176	FURNISH AND CONSTRUCT 4" GATE VALVE PER COSG STD. PLAN 403 (INCLUDING THRUST BLOCK AND VALVE BOX AND RELATED APPURTENANCES)	EA	1.00	\$ 2,500.00	\$ 2,500.00	\$ -		1.00	\$ 2,500.00	1.00	\$ 2,500.00	100.00%	\$ -	
177	FURNISH AND CONSTRUCT 8" WATER MAIN CONNECTION WITH 4" BADGER COMPOUND WATER METER WITH ARMORCAST 48"x60"x48" POLYMER CONCRETE VAULT WITH TORSION COVER (INCLUDING TEE, GATE VALVE, VALVE BOX, THRUST BLOCKS, METER BOX AND RELATED APPURTENANCES)	EA	1.00	\$ 15,000.00	\$ 15,000.00	\$ -		1.00	\$ 15,000.00	1.00	\$ 15,000.00	100.00%	\$ -	
178	FURNISH AND CONSTRUCT 2" BLOW OFF ASSEMBLY PER COSG STD. PLAN 428 (INCLUDING SADDLE, CORPORATION STOP, ANGLE STOP, METER BOX, AND RELATED APPURTENANCES)	EA	1.00	\$ 3,500.00	\$ 3,500.00	\$ -			\$ -		\$ -		\$ (3,500.00)	
179	CONNECT TO EXISTING 4" WATER (INCLUDING GATE VALVE AND VALVE BOX)	EA	1.00	\$ 6,000.00	\$ 6,000.00	\$ -		1.00	\$ 6,000.00	1.00	\$ 6,000.00	100.00%	\$ -	

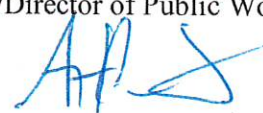
BID ITEM	CONSTRUCTION ITEM	UNIT OF MEASURE	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT AMOUNT	THIS REQUEST QUANTITY	THIS REQUEST AMOUNT	PREVIOUS REQUEST QUANTITY	PREVIOUS REQUEST AMOUNT	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT	PERCENT COMPLETE	Work Not Done	Work Done
180	CAP 12" WATER MAIN, (INCLUDING THRUST BLOCKS)	EA	1.00	\$ 2,100.00	\$ 2,100.00		\$ -	1.00	\$ 2,100.00	1.00	\$ 2,100.00	100.00%	\$ -	
181	FURNISH AND CONSTRUCT 12" DIP WATERLINE (INCLUDING TRENCHING, BACKFILL, FITTINGS, THRUST BLOCKS, AND RELATED APPURTENANCES.)	LF	1,580.00	\$ 200.00	\$ 316,000.00		\$ -	1,453.00	\$ 290,600.00	1,453.00	\$ 290,600.00	91.96%	\$ (25,400.00)	
182	FURNISH AND CONSTRUCT PERMEABLE PAVERS	SF	3,600.00	\$ 25.00	\$ 90,000.00		\$ -	3,600.00	\$ 90,000.00	3,600.00	\$ 90,000.00	94.74%	\$ (5,000.00)	
183	FURNISH AND INSTALL TREES (24" BOX)	EA	25.00	\$ 500.00	\$ 12,500.00		\$ -	25.00	\$ 12,500.00	25.00	\$ 12,500.00	100.00%	\$ -	
184	CONSTRUCT DECOMPOSED GRANITE MEANDERING PATH	SF	8,500.00	\$ 18.00	\$ 153,000.00		\$ -	5,890.00	\$ 106,020.00	5,890.00	\$ 106,020.00	69.29%	\$ (46,980.00)	
185	FURNISH AND INSTALL PLANTING	SF	4,400.00	\$ 17.00	\$ 74,800.00		\$ -	1,838.50	\$ 31,254.50	2,635.00	\$ 44,785.00	59.89%	\$ (30,005.00)	
186	FURNISH AND INSTALL MULCH	SF	4,400.00	\$ 1.50	\$ 6,600.00		\$ -	3,677.00	\$ 5,515.50	3,677.00	\$ 5,515.50	83.57%	\$ (1,084.50)	
187	FURNISH AND INSTALL SOILAMENDMENT	SF	4,400.00	\$ 0.80	\$ 3,520.00		\$ -	1,839.00	\$ 1,471.20				\$ (3,520.00)	
188	90 DAY PLANT ESTABLISHMENT PERIOD	LS	1.00	\$ 3,600.00	\$ 3,600.00			1.00	\$ 3,600.00	1.00	\$ 3,600.00	100.00%	\$ -	
189	FURNISH AND CONSTRUCT SIGNING AND STRIPING	LS	1.00	\$ 30,000.00	\$ 30,000.00		\$ -	1.00	\$ 30,000.00	1.00	\$ 30,000.00	100.00%	\$ -	
190	FURNISH AND CONSTRUCT ELECTRICAL IRRIGATION	LS	1.00	\$ 18,000.00	\$ 18,000.00		\$ -	1.00	\$ 18,000.00	1.00	\$ 18,000.00	100.00%	\$ -	
Subtotal - Soundwall Project No. 547-ST					\$ 3,877,760.00		\$ -		\$3,437,131.86		\$3,450,951.16	88.00%	\$ (448,850.82)	\$ 22,041.98
Total Contract Amount					\$6,692,120.00	This Request		\$6,379,295.81	Completed to Date	\$6,213,115.11	92.84%	\$ (574,463.02)	\$ 95,448.13	
Net Amount													\$	(478,013.89)
Return Deduction for Certified Payroll per Inv. 8													\$	10,000.00
Subtotal Net Savings													\$	(468,013.89)

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**

DATE: March 9, 2022

TO: Chris Jeffers, Interim City Manager

FROM: Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works

CC: Elias Saikaly, P.E., Project Manager 

SUBJECT: Review and Administrative Approval of Contract Change Order No. 5 to Contract No. 3566 with Ortiz Enterprises Inc., for the Soundwall Improvement Project, City Project No. 587-ST and No. 547-ST

PURPOSE: To secure administrative approval of Contract Change Order No. 5 to Contract No. 3566 with Ortiz Enterprises Inc., for the Soundwall Improvement Project (Project). This change order is necessary to reconcile the contract quantities to reflect the work performed. Increases and decreases in contract quantities were in the amount of \$105,449 and \$574,463, respectively, for a net contract reduction of \$469,014.

RECOMMENDED ACTIONS: Approve and execute or authorize the Assistant City Manager/Director of Public Works to execute Contract Change Order No. 5 to Contract No. 3566 with Ortiz Enterprises Inc. to reduce the contract amount by \$469,014 for the Soundwall Improvement Project, which approval is in accordance with the authority granted to the City Manager at the December 10, 2019, City Council Meeting (see attached).

FISCAL IMPACT: There is no Fiscal Impact to the General Fund. Change Order No. 5 will reduce the amount of Contract No. 3566 by \$469,014, as summarized below. The Project is funded with \$8,900,000 in Metropolitan Transportation Authority (Metro) Measure R Funds budgeted in Account No. 311-790-31-9571.

	Amount
Contract No. 3566	\$6,692,129
CCO No. 1	\$116,002
CCO No. 2	\$37,956
CCO No. 3	\$106,911
CCO No. 4	\$125,927
CCO No. 5	(\$469,014)
Total	\$6,609,911

BACKGROUND: The Soundwall Improvement Project is a part of the Capital Improvement Program, and its construction is complete. The Project entailed installing two soundwalls adjacent to the Thunderbird Villa Mobile Home Park. As of October 15, 2021, all construction on the Soundwall Project has been completed. One Soundwall has been installed on Frontage Road, while the other has been installed on the I-710 Freeway embankment within Caltrans Right of Way. The soundwalls are serving as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway.

On December 10, 2019, the City Council awarded a construction contract to Ortiz Enterprises Inc. (Ortiz) in the amount of \$6,692,129 for the construction of the Project.

Change Order No. 5 is necessary to reconcile the contract quantities, which were the engineers estimate at the time of bid. Contract quantities were either increased or decreased to reflect the actual quantities of work performed to complete construction in accordance with the contract plans and specifications. Contract quantities were increased and decreased in the amounts of \$105,449 and \$574,463, respectively, for a net decrease of \$469,014 in the contract amount. Noteworthy increases in line-item quantities involved concrete piles, steel reinforcement, aesthetic treatment, painting of the soundwall, temporary gates and concrete cross gutter improvements. Noteworthy decreases or elimination of contract quantities involved temporary fiber roll, roadway excavation, anti-graffiti coating, temporary railing, curbs and gutters, concrete wall, and water line improvements. This process also involved eliminating quantities in their entirety for line items where work was not performed. Exhibit A contains the complete list of contract quantity adjustment.

On December 10, 2019, the City Council authorized the City Manager to administratively approve contract change orders up to \$750,000. To date, you have approved four (4) contract change orders for a total of \$386,797. The City Manager has administrative authority to approve Change Order No. 5 since it will not cause the \$750,000 approval limit to be exceeded. Below is a summary of contract costs inclusive of five change orders.

	Amount	Reasons for Change Order
Contract	\$6,692,129	
CCO No. 1	\$116,002	Add irrigation system improvements and planters.
CCO No. 2	\$37,956	Relocate wrought iron gate at Thunderbird Villa Mobile Home Park
CCO No. 3	\$106,911	Add landscaping improvements requested by Caltrans.
CCO No. 4	\$125,927	Extra Work due to Unforeseen conditions
CCO No. 5	(\$469,014)	Reconciliation of bid quantities
Total	\$6,609,911	

- ATTACHMENTS:** A. Contract Change Order No. 5
B. Agenda Bill for Award of Construction (December 10, 2019)

GENERAL ENGINEERING CONTRACTOR

ORTIZ

LICENSE NO. 467088

ENTERPRISES, INC.

6 CUSHING, SUITE 200, IRVINE, CA 92618-4221
PHONE (949) 753-1414 FAX (949) 753-1477

March 4, 2022

Via e-mail

City of South Gate
8650 California Avenue
South Gate, CA 90280

Attn: Nader Naderi, P.E.
Resident Engineer

Re: Frontage Road Sound Wall Project
City Project No. 587-ST and 547-ST
Ortiz Job No. 217 Log No. 170

Subject: Change Order 05 - Signed

Dear Mr. Naderi,

Please find attached, Contract Change Order No. 05 in the amount of -\$469,013.89 which has been signed and returned for processing.

Should you have any questions or need to discuss this matter further, please contact us at your earliest convenience.

Sincerely,
Ortiz Enterprises, Inc.

John J. Britt

John J. Britt
Project Manager

Attachment: CCO #5, 1 page

3566

RECEIVED

DEC 4 2019

City of South Gate
CITY COUNCIL

Item No. 8

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:15pm

For the Regular Meeting of: December 10, 2019

Originating Department: Public Works

Department Director:

Arturo Cervantes
Arturo Cervantes

City Manager:

Michael Flad
Michael Flad

SUBJECT: AGREEMENT WITH ORTIZ ENTERPRISES INC., FOR THE CONSTRUCTION OF THE RETAINING WALL NO. 945 AND SOUNDWALL NO. 949, CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST, AND THE CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST

PURPOSE: As a part of the I-710 Corridor Project, Metro awarded the City \$8,900,000 in Early Action Program funds to construct the I-710 Soundwall Project. This Project will construct soundwalls to mitigate freeway noise impacting Thunderbird Villas. Staff advertised the Project through a competitive bid process and a construction contract is needed to implement it.

RECOMMENDED ACTIONS:

- a. Approve Agreement with Ortiz Enterprises, Inc., for the Construction of the Retaining Wall No. 945 and Soundwall No. 949, Caltrans Contract 07-298014, City Project No. 587-ST, and the Construction of Soundwall No. 935 and No. 937, City Project No. 547-ST in an amount not-to-exceed \$6,692,129;
- b. Authorize the City Manager to approve up to \$750,000 in construction change orders to be funded with construction contingency funds; and
- c. Authorize the Mayor to execute an agreement in a form acceptable to the City Attorney

GA/VA
FISCAL IMPACT: There is no impact to the General Fund. The Project budget is funded with \$8,900,000 in Metropolitan Transportation Authority (Metro) Measure R Funds, in Account No. 311-790-31-9571. Project implementation is planned to be funded as summarized below:

Project Budget	Measure R Funds
Construction Contract	\$6,692,129
Construction Contingency	\$750,000
Construction Management Services	\$900,000
Project Management (City Staff)	\$150,000
Right-of-Way Costs	\$150,000
Miscellaneous Services	\$100,000
Project Contingency	\$157,871
Total	\$8,900,000

ALIGNMENT WITH COUNCIL GOALS: The Soundwall Project meets the City Council's goal for "Continuing Infrastructure Improvements." The milestone identified in the 2018/19 Work Program is, to "Continue working with Metro to complete construction of the I-710 Corridor Soundwall."

ANALYSIS: The Soundwall Project was bid through a competitive process. Ortiz Enterprises, Inc., submitted the lowest responsible and responsive bid at \$6,692,129 and is therefore deemed to be the lowest bidder.

BACKGROUND: The Soundwall Project is a part of the Capital Improvement Program. The project entails installing two soundwalls adjacent to the Thunderbird Villas. One will be installed on Frontage Road, while the other will be installed on the I-710 Freeway embankment. The soundwall will serve as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway. Additional improvements include a pedestrian path, landscaping, irrigation and peripheral improvements.

A construction contract is needed to implement the Soundwall Project. On July 18, 2019, staff advertised the Notice Inviting Bids for construction on the City's website and trade publications, such as the Construction Bid Board and others. On September 10, 2019, three bids were received and were opened by the City Clerk in a public forum. The summary of the bids follows:

<u>Rank</u>	<u>Contactor</u>	<u>Bid</u>
1.	Ortiz Enterprises, Inc., Irvine, CA	\$6,692,129
2.	C.S. Legacy Construction, Ontario, CA	\$7,869,255
3.	Metro Builders & Engineers Group., Newport Beach, CA	\$8,700,111

Ortiz Enterprises Inc. (Ortiz) is the lowest, responsible bidder. Ortiz has over 33 years in construction experience and has completed over \$211 million worth of construction work. For the last few years, Ortiz has completed three major structural projects for Caltrans and SANBAG (San Bernardino Association of Governments). Staff contacted listed references and received positive commentary. The company has the capacity and experience to perform the work required under the bid solicitation. As such, staff is recommending awarding the construction of the Soundwall Project to Ortiz.

Weather permitting, construction is planned to begin in March 2020 and be completed in 16 months.

ATTACHMENTS: A. Proposed Agreement
B. Bid Summary
C. Location Map

ES:lc



City of South Gate, Public Works Department

Contract Change Order

City of
South
Gate

Date: January 6, 2022 Change Order No. 04

Account No. 311-790-31-9571

Contractor: Ortiz Enterprises Inc.

Contract No. 3566

Contract Date: 12/10/2019

Plan Reference : I-710 Corridor Soundwall Project, CITY PROJECT NO. 587-ST and 547-ST

Change Order Amount : \$125,927.02 Extension of Contract: 43 working days for this Change Order. However, the time extension of the overall project is deferred due to other concurrent change orders

Reason for Change: Unforeseen and Changed Condition which materially affected cost to the project

Description of Change: Reroute Caltrans electrical conduit, reroute conflicting irrigation line, temporary crash cushion, relocate irrigation controller, removing deferring material within the existing roadway, remove encountered objects during drilling CIDH, raising temporary fence at unit 27, realign V-Ditch, cutting and installing truncated domes, AC patch at T-Bird parking lot, 12" wire mesh gate, import and export of amended topsoil, and additional concrete at cross gutter and driveway approach.

Original Contract Amount	\$ 6,692,129.00
Total of previous authorized Change Orders	\$ 260,869.17
New Change Order Amount	\$ 125,927.02
New Contract Amount	\$ 7,078,925.19

The Changes described above are hereby authorized.

Approved: _____, 20____

Project Engineer, Elias Saikaly, P.E.

Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.

Interim City Manager, Chris Jeffers

Date

Original - Project File
CC: - Contractor
- Department

Contractor: Ortiz Enterprises Inc.

By Authorized Agent, John Britt

Construction Manager, Nader Naderi

Date:



CITY OF SOUTH GATE

Description: Construction of Retaining Wall 945 and Soundwall 949.
Soundwall No. 935 and 937
Contractor: Ortiz Enterprises, Inc.
Address: 6 Cushing, Suite 200
Irvine, CA 92618
Phone: (949) 753-1414
Fax: (949) 753-1477

From: April 13, 2020
To: October 15, 2021
P.O. No.: 0005534
Contract No.: 3586

Contract Change Order No. 4 for Extra Work Performed

Invoice No.: N/A
Report No.: N/A
Start Date: April 13, 2020
Account No.: 311-790-31-9571
Completion Date: October 15, 2021
Contract Price: \$6,692,129
Acct. No.: 311-790-31-9571

CONSTRUCTION ITEM	UNIT OF MEASURE	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT AMOUNT	THIS REQUEST QUANTITY	PREVIOUS REQUEST QUANTITY	TOTAL TO DATE QUANTITY	TOTAL TO DATE AMOUNT	PERCENT COMPLETE
Approved Extra Work									
Caltrans Irrigation System Electrical Conduit conflicting with SW 949's 24" CIDH pile	LS	1	\$ 969.11	\$ 969.11	\$ -	\$ -	1.00	\$ 969.11	100.00%
Approved EW performed on 05/07/20 by EBS - Truncated Domes	LS	1	\$ 5,747.55	\$ 5,747.55	\$ -	\$ -	1.00	\$ 5,747.55	100.00%
Approved EW performed on 05/10/20 by EBS - Truncated Domes	LS	1	\$ 938.21	\$ 938.21	\$ -	\$ -	1.00	\$ 938.21	100.00%
Approved EW performed on 07/12/21 by Marina - Relocate pull boxes out of DG path	LS	1	\$ 749.39	\$ 749.39	\$ -	\$ -	1.00	\$ 749.39	100.00%
Approved EW performed on 07/13/21 by Marina - Relocate pull boxes out of DG path	LS	1	\$ 577.95	\$ 577.95	\$ -	\$ -	1.00	\$ 577.95	100.00%
Approved EW performed on 04/20/21 by MSL - Remove 4" electric conduit sweep	LS	1	\$ 1,207.71	\$ 1,207.71	\$ -	\$ -	1.00	\$ 1,207.71	100.00%
Approved EW performed on 04/20/21 by MSL - Add1 trenching due to revised plan E-1	LS	1	\$ 2,893.24	\$ 2,893.24	\$ -	\$ -	1.00	\$ 2,893.24	100.00%
Approved EW performed on 04/22/21 by MSL - Add1 trenching due to revised plan E-1	LS	1	\$ 1,759.18	\$ 1,759.18	\$ -	\$ -	1.00	\$ 1,759.18	100.00%
Approved EW performed on 10/12/20 by Ortiz - Trimming tree branches	LS	1	\$ 125.28	\$ 125.28	\$ -	\$ -	1.00	\$ 125.28	100.00%
Approved EW performed on 10/13/20 by Ortiz - Trimming tree branches	LS	1	\$ 438.49	\$ 438.49	\$ -	\$ -	1.00	\$ 438.49	100.00%
Approved EW performed on 10/27/20 by Ortiz - Raising temporary fence	LS	1	\$ 1,544.01	\$ 1,544.01	\$ -	\$ -	1.00	\$ 1,544.01	100.00%
Approved EW performed on 11/12/20 by Ortiz - Realigning V-ditch to avoid tree roots	LS	1	\$ 5,876.51	\$ 5,876.51	\$ -	\$ -	1.00	\$ 5,876.51	100.00%
Approved EW performed on 04/22/21 by Ortiz - Removing curb ramps	LS	1	\$ 2,752.22	\$ 2,752.22	\$ -	\$ -	1.00	\$ 2,752.22	100.00%
Approved EW performed on 05/06/21 by Ortiz - Excavating for subgrade (Rev. Plan D-1)	LS	1	\$ 2,878.17	\$ 2,878.17	\$ -	\$ -	1.00	\$ 2,878.17	100.00%
Approved EW performed on 05/06/21 by Ortiz - Placing base & grading (Rev. Plan D-1)	LS	1	\$ 2,178.09	\$ 2,178.09	\$ -	\$ -	1.00	\$ 2,178.09	100.00%
Approved EW performed on 05/18/21 by Ortiz - Removing AC Driveway (Rev. Plan D-1)	LS	1	\$ 2,878.80	\$ 2,878.80	\$ -	\$ -	1.00	\$ 2,878.80	100.00%
Interest on Late Payments	LS	1	\$ 32,893.50	\$ 32,893.50	\$ -	\$ -	1.00	\$ 32,893.50	100.00%
Performed on Sep 8, 21 by MSL Electric - Addition Wiring	LS	1	\$ 2,029.76	\$ 2,029.76	\$ -	\$ -	1.00	\$ 2,029.76	100.00%
Performed on Sep 10, 21 by MSL Electric - Addition Wiring	LS	1	\$ 604.34	\$ 604.34	\$ -	\$ -	1.00	\$ 604.34	100.00%
Performed on Aug 30, 21 by Marina - Repair Ex. Irrigation	LS	1	\$ 398.40	\$ 398.40	\$ -	\$ -	1.00	\$ 398.40	100.00%
Performed on Sep 1, 21 by Marina - Repair Ex. Irrigation	LS	1	\$ 1,191.20	\$ 1,191.20	\$ -	\$ -	1.00	\$ 1,191.20	100.00%
Performed on Sep 24, 21 by Marina - Repair Ex. Irrigation	LS	1	\$ 951.03	\$ 951.03	\$ -	\$ -	1.00	\$ 951.03	100.00%
Performed on March 9, 21 by Marina - Check Ex. Irrigation	LS	1	\$ 1,099.30	\$ 1,099.30	\$ -	\$ -	1.00	\$ 1,099.30	100.00%
Performed on March 18, 21 by Marina - Repair Ex. Irrigation	LS	1	\$ 2,345.51	\$ 2,345.51	\$ -	\$ -	1.00	\$ 2,345.51	100.00%
Performed on March 23, 21 by Marina - Repair Ex. Irrigation	LS	1	\$ 763.48	\$ 763.48	\$ -	\$ -	1.00	\$ 763.48	100.00%
Performed on March 25, 21 by Marina - Repair Ex. Irrigation	LS	1	\$ 1,526.98	\$ 1,526.98	\$ -	\$ -	1.00	\$ 1,526.98	100.00%
Performed on Aug 18, 21 by Alcom Fence - Add1 wrought Iron	LS	1	\$ 1,876.38	\$ 1,876.38	\$ -	\$ -	1.00	\$ 1,876.38	100.00%
Performed on Oct 4 & 5, 21 by Alcom Fence - Add1 CIL Fence	LS	1	\$ 1,997.07	\$ 1,997.07	\$ -	\$ -	1.00	\$ 1,997.07	100.00%
Performed as Lump Sum by Alcom Fence - Pedestrian Gate	LS	1	\$ 3,277.45	\$ 3,277.45	\$ -	\$ -	1.00	\$ 3,277.45	100.00%
Performed on Sep 17, 21 by EBS - Replace Misc. Concrete at various areas	LS	1	\$ 2,696.38	\$ 2,696.38	\$ -	\$ -	1.00	\$ 2,696.38	100.00%
Performed on Sep 14, 21 by Ortiz - Haul off dirt	LS	1	\$ 2,438.58	\$ 2,438.58	\$ -	\$ -	1.00	\$ 2,438.58	100.00%
Performed on Sep 14, 21 by Ortiz - Demo Misc. Concrete, various areas	LS	1	\$ 1,096.52	\$ 1,096.52	\$ -	\$ -	1.00	\$ 1,096.52	100.00%
Performed on Oct 1, 21 by Ortiz - Top Soil for Lot # 27	LS	1	\$ 1,508.52	\$ 1,508.52	\$ -	\$ -	1.00	\$ 1,508.52	100.00%
Performed on Oct 13, 21 by Ortiz - Haul Permeable Pavement Blocks to City Yard	LS	1	\$ 801.19	\$ 801.19	\$ -	\$ -	1.00	\$ 801.19	100.00%
Performed on Aug 11, 21 by Marina - Exporting excess native Soil & Importing Topsoil	LS	1	\$ 7,822.23	\$ 7,822.23	\$ -	\$ -	1.00	\$ 7,822.23	100.00%
Performed on Aug 12, 21 by Marina - Exporting excess native Soil & Importing Topsoil	LS	1	\$ 4,225.89	\$ 4,225.89	\$ -	\$ -	1.00	\$ 4,225.89	100.00%
Performed on Aug 13, 21 by Marina - Exporting excess native Soil & Importing Topsoil	LS	1	\$ 3,045.18	\$ 3,045.18	\$ -	\$ -	1.00	\$ 3,045.18	100.00%
Performed on Aug 15, 21 by Marina - Exporting excess native Soil & Importing Topsoil	LS	1	\$ 3,045.18	\$ 3,045.18	\$ -	\$ -	1.00	\$ 3,045.18	100.00%
Performed on Aug 17, 21 by Marina - Exporting excess native Soil & Importing Topsoil	LS	1	\$ 1,792.83	\$ 1,792.83	\$ -	\$ -	1.00	\$ 1,792.83	100.00%
Performed on Aug 18, 21 by Marina - Exporting excess native Soil & Importing Topsoil	LS	1	\$ 1,858.76	\$ 1,858.76	\$ -	\$ -	1.00	\$ 1,858.76	100.00%
Performed on Aug 19, 21 by Marina - Exporting excess native Soil & Importing Topsoil	LS	1	\$ 1,593.22	\$ 1,593.22	\$ -	\$ -	1.00	\$ 1,593.22	100.00%
Performed on Aug 20, 21 by Marina - Exporting excess native Soil & Importing Topsoil	LS	1	\$ 1,062.15	\$ 1,062.15	\$ -	\$ -	1.00	\$ 1,062.15	100.00%
Performed on Sep 16, 21 by Marina - Exporting excess native Soil & Importing Topsoil	LS	1	\$ 4,959.03	\$ 4,959.03	\$ -	\$ -	1.00	\$ 4,959.03	100.00%
Performed on Sep 17, 21 by Marina - Exporting excess native Soil & Importing Topsoil	LS	1	\$ 1,988.27	\$ 1,988.27	\$ -	\$ -	1.00	\$ 1,988.27	100.00%
Performed on May 5 & 20, 21 by Ortiz - Resawcutting edge of Ex. AC at P. Pavers	LS	1	\$ 1,599.50	\$ 1,599.50	\$ -	\$ -	1.00	\$ 1,599.50	100.00%
Total Extra Work								\$ 125,927.02	

E.S.

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**


DATE: January 26, 2022

TO: Chris Jeffers, Interim City Manager

FROM: Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works

CC: Elias Saikaly, P.E., Project Manager

SUBJECT: Review and Administratively Approve Contract Change Order No. 4 to Contract No. 3566 with Ortiz Enterprises Inc., for the Soundwall Improvement Project, City Project No. 587-ST and No. 547-ST



PURPOSE: To secure administrative approval of Contract Change Order No. 4 to Contract No. 3566 with Ortiz Enterprises Inc., for the Soundwall Improvement Project (Project) in the amount of \$125,927.

RECOMMENDED ACTIONS: Approve and execute or authorize the Assistant City Manager/Director of Public Works to execute, Contract Change Order No. 4 for additional improvements for the Soundwall Improvement Project in the amount of \$125,927, which approval is in accordance with the authority granted to the City Manager at the December 10, 2019, City Council Meeting (see attached).

FISCAL IMPACT: There is no Fiscal Impact to the General Fund. The Project is funded with \$8,900,000 in Metropolitan Transportation Authority (Metro) Measure R Funds budgeted in Account No. 311-790-31-9571. Contract Change Order No. 4 is in the amount of \$125,927 and it will be funded with said Measure R funds.

BACKGROUND: The Project is a part of the Capital Improvement Program. The Project entailed installing two soundwalls adjacent to the Thunderbird Villa Mobile Home Park. As of October 15, 2021, all construction on the Soundwall Project has been completed. One Soundwall has been installed on Frontage Road, while the other has been installed on the I-710 Freeway embankment within Caltrans Right of Way. The soundwalls are serving as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway.

On December 10, 2019, the City Council awarded a construction contract to Ortiz Enterprises Inc. (Ortiz) in the amount of \$6,692,129 for the construction of the Project. The City Council also authorized the City Manager to administratively approve contract change orders up to \$750,000.

During construction, several unforeseen issues were encountered that required additional construction. The contractor was directed to perform the required work to avoid delaying the construction schedule, which were on the critical path. It was agreed to incorporate all of the items into one contract change order at the completion of construction. Change Order No. 4 incorporates these items. It includes tree trimming, electrical work, miscellaneous concrete improvements, irrigation repair, dirt hauling and topsoil import. Change Order No. 4 attached includes a complete list and description of the work). The amount of the change order is \$125,927. Please be aware that the work included in Change Order No. 4 was completed in advance of processing the written

change order approval. Such was necessary since some of the work included was based on time and materials. Further, it was needed to avoid delaying the construction schedule, which was formulated based on the critical path construction method. Also, payment for the items in Change Order No. 4 in the amount of \$125,927 has already been made to the contractor through City standard payment request.

The City Manager has administrative authority to approve Change Order No. 4. On December 10, 2019, the City Council authorized the City Manager to administratively approve contract change orders up to \$750,000. To date, you have approved three contract change orders for a total of \$260,869.17. Change Order No. 4 will not cause the \$750,000 approval limit to be exceeded.

Below is a summary of contract costs inclusive of change orders.

	Amount	Reasons for Change Order
Contract	\$6,692,129	
CCO No. 1	\$116,002	Add irrigation system improvements and planters.
CCO No. 2	\$37,956	Relocate wrought iron gate at Thunderbird Villa Mobile Home Park
CCO No. 3	\$106,911	Add landscaping improvements requested by Caltrans.
CCO No. 4	\$125,927	Extra Work due to Unforeseen conditions
Total	\$7,078,925	

It is estimated that the project will be completed approximately \$400,000 under the project budget.

ATTACHMENTS: A. Contract Change Order No. 4
B. Agenda Bill for Award of Construction (December 10, 2019)

3566

RECEIVED

DEC 4 2019

City of South Gate
CITY COUNCIL

Item No. 8

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

3:15pm

For the Regular Meeting of: December 10, 2019

Originating Department: Public Works

Department Director:

Arturo Cervantes

City Manager:

Michael Flad

SUBJECT: AGREEMENT WITH ORTIZ ENTERPRISES INC., FOR THE CONSTRUCTION OF THE RETAINING WALL NO. 945 AND SOUNDWALL NO. 949, CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST, AND THE CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST

PURPOSE: As a part of the I-710 Corridor Project, Metro awarded the City \$8,900,000 in Early Action Program funds to construct the I-710 Soundwall Project. This Project will construct soundwalls to mitigate freeway noise impacting Thunderbird Villas. Staff advertised the Project through a competitive bid process and a construction contract is needed to implement it.

RECOMMENDED ACTIONS:

- a. Approve Agreement with Ortiz Enterprises, Inc., for the Construction of the Retaining Wall No. 945 and Soundwall No. 949, Caltrans Contract 07-298014, City Project No. 587-ST, and the Construction of Soundwall No. 935 and No. 937, City Project No. 547-ST in an amount not-to-exceed \$6,692,129;
- b. Authorize the City Manager to approve up to \$750,000 in construction change orders to be funded with construction contingency funds; and
- c. Authorize the Mayor to execute an agreement in a form acceptable to the City Attorney

FISCAL IMPACT: There is no impact to the General Fund. The Project budget is funded with \$8,900,000 in Metropolitan Transportation Authority (Metro) Measure R Funds, in Account No. 311-790-31-9571. Project implementation is planned to be funded as summarized below:

Project Budget	Measure R Funds
Construction Contract	\$6,692,129
Construction Contingency	\$750,000
Construction Management Services	\$900,000
Project Management (City Staff)	\$150,000
Right-of-Way Costs	\$150,000
Miscellaneous Services	\$100,000
Project Contingency	\$157,871
Total	\$8,900,000

ALIGNMENT WITH COUNCIL GOALS: The Soundwall Project meets the City Council's goal for "Continuing Infrastructure Improvements." The milestone identified in the 2018/19 Work Program is, to "Continue working with Metro to complete construction of the I-710 Corridor Soundwall."

ANALYSIS: The Soundwall Project was bid through a competitive process. Ortiz Enterprises, Inc., submitted the lowest responsible and responsive bid at \$6,692,129 and is therefore deemed to be the lowest bidder.

BACKGROUND: The Soundwall Project is a part of the Capital Improvement Program. The project entails installing two soundwalls adjacent to the Thunderbird Villas. One will be installed on Frontage Road, while the other will be installed on the I-710 Freeway embankment. The soundwall will serve as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway. Additional improvements include a pedestrian path, landscaping, irrigation and peripheral improvements.

A construction contract is needed to implement the Soundwall Project. On July 18, 2019, staff advertised the Notice Inviting Bids for construction on the City's website and trade publications, such as the Construction Bid Board and others. On September 10, 2019, three bids were received and were opened by the City Clerk in a public forum. The summary of the bids follows:

<u>Rank</u>	<u>Contact</u>	<u>Bid</u>
1.	Ortiz Enterprises, Inc., Irvine, CA	\$6,692,129
2.	C.S. Legacy Construction, Ontario, CA	\$7,869,255
3.	Metro Builders & Engineers Group., Newport Beach, CA	\$8,700,111

Ortiz Enterprises Inc. (Ortiz) is the lowest, responsible bidder. Ortiz has over 33 years in construction experience and has completed over \$211 million worth of construction work. For the last few years, Ortiz has completed three major structural projects for Caltrans and SANBAG (San Bernardino Association of Governments). Staff contacted listed references and received positive commentary. The company has the capacity and experience to perform the work required under the bid solicitation. As such, staff is recommending awarding the construction of the Soundwall Project to Ortiz.

Weather permitting, construction is planned to begin in March 2020 and be completed in 16 months.

ATTACHMENTS: A. Proposed Agreement
B. Bid Summary
C. Location Map

ES:lc



City of
South
Gate

City of South Gate, Public Works Department

Contract Change Order

Date: October 22, 2021 Change Order No. 03

Account No. 311-790-31-9571

Contractor: Ortiz Enterprises Inc.

Contract No. 3566

Contract Date: 12/10/2019

Plan Reference : I-710 Corridor Soundwall Project, CITY PROJECT NO. 587-ST and 547-ST

Change Order Amount : \$106,910.90 Extension of Contract: 20 working days for this Change Order. However, the time extension of the overall project is deferred due to other concurrent change orders

Reason for Change: Install Permanent BMP's per RFI No. 49 dated January 26, 2021, between Soundwall No 945 and 949 as described in the proposal; which was not part of the original contract

Description of Change: Remove all trash and weeds, remove Castor Beans trees (tagged by Caltrans), and install all landscaping and irrigation improvements to function as permanent BMP's per Caltrans Specifications and as shown in attached drawing. The improvements include, installing a new irrigation system with remote control valves, installing fiber rolls next to V-ditch, planting Ice Plants and Boston Ivy, and applying mulch. The contractor to provide a 90 day landscape maintenance services. The work to start no later than 8/3/21 and diligently prosecuted to completion within 4 weeks and no later than August 30, 2021.

Original Contract Amount	\$ 6,692,129.00
Total of previous authorized Change Orders	\$ 153,958.27
New Change Order Amount	\$106,910.90
New Contract Amount	\$ 6,952,998.17

The Changes described above are hereby authorized.

Approved: _____, 20____.

Project Engineer; Elias Sajkaly, P.E.

Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.

Interim City Manager; Chris Jeffers

Original - Project File

Contractor: Ortiz Enterprises Inc.

By Authorized Agent; John Britt

Construction Manager; Nader Naderi

Date:

GENERAL ENGINEERING CONTRACTOR

ORTIZ

LICENSE NO. 467088

ENTERPRISES, INC.

6 CUSHING, SUITE 200, IRVINE, CA 92618-4221
PHONE (949) 753-1414 FAX (949) 753-1477

December 17, 2021

Via e-mail

City of South Gate
8650 California Avenue
South Gate, CA 90280

Attn: Nader Naderi, P.E.
Resident Engineer

Re: Frontage Road Sound Wall Project
City Project No. 587-ST and 547-ST
Ortiz Job No. 217 Log No. 164

Subject: Change Order 03 - Signed

Dear Mr. Naderi,

Please find attached, Contract Change Order No. 03 in the amount of \$106,910.90 which has been signed and returned for processing.

Should you have any questions or need to discuss this matter further, please contact us at your earliest convenience.

Sincerely,
Ortiz Enterprises, Inc.

John J. Britt

John J. Britt
Project Manager

Attachment: CCO #3, 1 page

Job 217: South Gate Soundwall Project

Cost estimate below is for installing permanent BMPs behind Soundwalls 945 and 949 per the response received to RFI 049.

Scope of work included in this pricing is as follows:

The cost proposal below is in response to the City's request to furnish a price for permanent BMP's which were not included in the contract plans. The area in concern is between Soundwalls 945 and 949 and the 710 Freeway. This proposal is also based on the response to RFI #49 dated Jan 26, 2021 and new redline plan sheets CCO C-1, C-2 & X-2, this is also in accordance with the discussions held, tagging of trees and shrubs discussions, tagging of trees and shrubs to be removed along with adding fiber rolls and mulch on both sides of the concrete v-ditch (Not shown on drawing but directed by Elias; these discussions and decisions were finalized at the end of May, beginning of June. This work is scheduled to take 4 weeks.

	No.	Hours	Base	Extension
Labor:				
Superintendent	1	32.0	\$ 105.49	\$ 3,375.68
<i>Labor Subtotal</i>				<u>\$ 3,375.68</u>
Equipment: (Ortiz)				
F250 Pickup Truck	1	32.0	\$ 36.92	\$ 1,181.44
<i>Equipment Subtotal</i>				<u>\$ 1,181.44</u>
Rental Equipment				
Water Truck	0	0.0	\$ 85.00	\$ -
Portable Toilet	1	1.0	\$ 357.08	\$ 357.08
Sweeper	1	16.0	\$ 185.00	\$ 2,960.00
				<u>\$ 3,317.08</u>
Material				
Temp gates	2	ea	\$ 400.00	\$ 800.00
<i>Material Total</i>				<u>\$ 800.00</u>
Subcontractor				
Marina Landscaping	1	LS	\$ 91,287.59	\$ 91,287.59
				<u>\$ -</u>
				<u>\$ 91,287.59</u>

Summary

Labor	\$ 3,375.68
Markup 15%	\$ 506.35
Labor Total	<u>\$ 3,882.03</u>
Equipment	\$ 4,498.52
Markup, 10%	\$ 449.85
Equipment, Subtotal	<u>\$ 4,948.37</u>
Material	\$ 800.00
Markup, 15%	\$ 120.00
Equipment, Subtotal	<u>\$ 920.00</u>
Subcontracted Work	\$ 91,287.59
Ortiz markup, 10%	\$ 500.00
Ortiz markup, 5%	\$ 4,314.38
Subcontracted Total	<u>\$ 96,101.97</u>
CCO Subtotal	<u>\$ 105,852.37</u>
1% Bond Cost	<u>\$ 1,058.52</u>
Total	<u><u>\$ 106,910.90</u></u>

10/26/21

Permanent BMP's per RFI #49



PCO #7.3 - FINAL QUANTITIES

Marina Landscape, Inc.

Job: CT 07-298014 Construction of Retaining Wall 945 and Sound Wall 949
Job #: 120004

The cost proposal below is in response to the City's request to furnish a price for permanent BMP's which were not included in the contract plans. The area in concern is between Soundwalls 945 and 949 and the 710 Freeway. This proposal is also based on RFI #49 dated 01-26-21 and new redline plan sheets CCO C-1, C-2 & X-2, this is also in accordance to discussions, tagging of trees and shrubs to be removed along with adding fiber rolls and mulch on both sides of the v-ditch (not shown on RFI 49 drawing). These discussions and decisions were finalized end of May beginning of June 2021.

Additional work for which there is no Bid Item					
Bid Item No.	Description of Work	Qty	U.M.	Unit Price	Extension
NEW	Demolition	1	LS	\$ 20,607.36	\$ 20,607.36
NEW	Grading	1	LS	\$ 5,121.44	\$ 5,121.44
NEW	Weed Eradication	1	LS	\$ 1,259.33	\$ 1,259.33
NEW	Permanent Fiber Rolls (Type I Install)	2,528	LF	\$ 3.97	\$ 10,036.16
NEW	Ice Plant (cuttings)	16,433	SF	\$ 1.08	\$ 17,747.64
NEW	1 Gal Boston Ivy (vine)	77	EA	\$ 28.52	\$ 2,196.04
NEW	Ninety (90) Day Maintenance	1	LS	\$ 5,646.00	\$ 5,646.00
Increase cost at new Bid Item prices, Subtotal					\$ 62,613.97

Breakdown of Irrigation Line Item per Accepted Unit Prices					
Bid Item No.	Description of Work	Qty	U.M.	Unit Price	Extension
	Remote Control Valves	2	EA	\$ 550.00	\$ 1,100.00
	Vine Bubblers	77	EA	\$ 28.26	\$ 2,176.02
	Pull Box	2	EA	\$ 200.00	\$ 400.00
	Wire in Conduit	590	LF	\$ 1.89	\$ 1,115.10
NEW	1-1/2" Lateral Line	437	LF	\$ 6.00	\$ 2,622.00
NEW	1-1/4" Lateral Line	275	LF	\$ 5.50	\$ 1,512.50
	1" Lateral Line	235	LF	\$ 5.00	\$ 1,175.00
NEW	3/4" Lateral Line	301	LF	\$ 4.50	\$ 1,354.50
Increase cost at new Bid Item prices, Subtotal					\$ 11,455.12

Increase in Bid Item Quantity at Bid Item unit price					
Bid Item No.	Description of Work	Qty	U.M.	Unit Price	Extension
24	Mulch (No mulch @ Ice plant cuttings)	11,479	SF	\$ 1.50	\$ 17,218.50

Total added to subcontract per change order					\$ 91,287.59
---	--	--	--	--	--------------

NOTES:

- 1 This bid will increase our number of working days by 20. Not including 90 day maintenance period and/or grow and kill (if required).
- 2 The vine bubbler are now bid as a 1/2"x12" sch 80 riser on a pre-assembled swing joint with a 1401 bubbler nozzle per Caltrans specs, we will not be using a RWS-S-B-1401 as called out on the plans.

Kevin Hegle

Kevin Hegle
Project Manager

Additional work for which there is no Bid Item

Description of Work	QTY	U.M.	Unit Price	Extension
Demolition	1	LS	\$20,607.36	\$20,607.36
Grading	1	LS	\$5,121.44	\$5,121.44
Weed Eradication	1	LS	\$1,259.33	\$1,259.33
Permanent Fiber Rolls (Type 1 Install)	2528	LF	\$3.97	\$10,036.16
Ice Plants (cuttings)	16433	SF	\$1.08	\$17,747.64
1 Gal. Boston Ivy (Vine)	77	EA	\$28.52	\$2,196.04
Ninety (90) Day Maintenance	1	LS	\$5,646.00	\$5,646.00
			Subtotal	\$62,613.97

Breakdown of Irrigation Line item per Accepted Unit Prices

Remote Control Valves	2	EA	\$550.00	\$1,100.00
Vine Bubblers	77	EA	\$28.26	\$2,176.02
Pull Box	2	EA	\$200.00	\$400.00
Wire in Conduit	590	LF	\$1.89	\$1,115.10
3/4" Lateral Line	301	LF	\$4.50	\$1,354.50
1" Lateral Line	235	LF	\$5.00	\$1,175.00
1-1/4" Lateral Line	275	LF	\$5.50	\$1,512.50
1-1/2" Lateral Line	437	LF	\$6.00	\$2,622.00
			Subtotal	\$11,455.12

Increase in Bid Item Quantity at Bid Item Unit Price


Mulch	11,479	SF	\$1.50	\$17,218.50
			Subtotal	\$17,218.50
			Total	\$91,287.59

Marina's Pricing **\$103,284.29**City should request a credit of **\$11,996.70**

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**

DATE: January 6, 2022

TO: Chris Jeffers, City Manager

FROM: Arturo Cervantes, Assistant City Manager/Director of Public Works 

CC: Elias Saikaly, P.E., Project Manager

SUBJECT: Review and Administratively Approve Contract Change Order No. 3 to Contract No. 3566 with Ortiz Enterprises Inc., for the Soundwall Improvement Project, City Project No. 587-ST and No. 547-ST

PURPOSE: To secure administrative approval of Contract Change Order No. 3 to Contract No. 3566 with Ortiz Enterprises Inc., for the Soundwall Improvement Project (Project) in the amount of \$106,910.90.

RECOMMENDED ACTIONS: Approve and execute or authorize the Assistant City Manager/Director of Public Works to execute, Contract Change Order No. 3 for additional improvements for the Soundwall Improvement Project in the amount of \$106,911, which approval is in accordance with the authority granted to the City Manager at the December 10, 2019, City Council Meeting (see attached).

FISCAL IMPACT: There is no Fiscal Impact to the General Fund. The Project is funded with \$8,900,000 in Metropolitan Transportation Authority (Metro) Measure R Funds budgeted in Account No. 311-790-31-9571. Contract Change Order No. 3 is in the amount of \$106,911 and it will be funded with said Measure R funds.

BACKGROUND: The Project is a part of the Capital Improvement Program. The Project entailed installing two soundwalls adjacent to the Thunderbird Villa Mobile Home Park. As of October 15, 2021, all construction on the Soundwall Project has been completed. One Soundwall has been installed on Frontage Road, while the other has been installed on the I-710 Freeway embankment within Caltrans Right of Way. The soundwalls are serving as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway. Additional improvements constructed include a pedestrian path, landscaping, irrigation and peripheral improvements.

On December 10, 2019, the City Council awarded a construction contract to Ortiz Enterprises Inc. (Ortiz) in the amount of \$6,692,129 for the construction of the Project. The City Council also authorized the City Manager to administratively approve contract change orders up to \$750,000.

During construction, Caltrans requested that landscaping improvements be installed behind its new Soundwall, which was not a part of the original contract. The requested work (Change Order No. 3) involves clearing and grubbing of the I-710 Freeway embankment, installing a new irrigation system and drought tolerant planting and shrubs. It also involves installing fiber rolls and mulch next to the concrete v-ditch. Staff contacted the Metropolitan Transportation Authority (Metro) who is funding the project. Metro confirmed that the improvements could be included and paid

with project funds. As such, staff initiated the construction of these improvements thus they are now complete. Change Order No. 3 is needed to fund the improvements for a total of \$106,911.

The work within Change Order No. 3 was completed in advance of processing the written change order approval as some of the work was based on time and materials. This approach further avoided delaying the construction schedule.

The City Manager has administrative authority to approve Change Order No. 3. On December 10, 2019, the City Council authorized the City Manager to administratively approve contract change orders up to \$750,000. To date, you have approved two change orders for a total of \$153,958. Change Order No. 3 will not exceed the \$750,000 approval threshold. Below is a summary of contract costs inclusive of change orders.

	Amount	Reasons for Change Order
Contract	\$6,692,129	
CCO No. 1	\$116,002	Add irrigation system improvements and planters.
CCO No. 2	\$37,956	Relocate wrought iron gate at Thunderbird Villa Mobile Home Park
CCO No. 3	\$106,911	Add landscaping improvements requested by Caltrans.
Total	\$6,952,998	

It is estimated that the project will be completed approximately \$400,000 under the project budget.

ATTACHMENTS: A. Contract Change Order No. 3
B. Agenda Bill for Award of Construction (December 10, 2019)

3566

RECEIVED

DEC 4 2019

City of South Gate
CITY COUNCIL

Item No. 8

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

3:15pm

For the Regular Meeting of: December 10, 2019

Originating Department: Public Works

Department Director:

Arturo Cervantes
Arturo Cervantes

City Manager:

Michael Flad
Michael Flad

SUBJECT: AGREEMENT WITH ORTIZ ENTERPRISES INC., FOR THE CONSTRUCTION OF THE RETAINING WALL NO. 945 AND SOUNDWALL NO. 949, CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST, AND THE CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST

PURPOSE: As a part of the I-710 Corridor Project, Metro awarded the City \$8,900,000 in Early Action Program funds to construct the I-710 Soundwall Project. This Project will construct soundwalls to mitigate freeway noise impacting Thunderbird Villas. Staff advertised the Project through a competitive bid process and a construction contract is needed to implement it.

RECOMMENDED ACTIONS:

- a. Approve Agreement with Ortiz Enterprises, Inc., for the Construction of the Retaining Wall No. 945 and Soundwall No. 949, Caltrans Contract 07-298014, City Project No. 587-ST, and the Construction of Soundwall No. 935 and No. 937, City Project No. 547-ST in an amount not-to-exceed \$6,692,129;
- b. Authorize the City Manager to approve up to \$750,000 in construction change orders to be funded with construction contingency funds; and
- c. Authorize the Mayor to execute an agreement in a form acceptable to the City Attorney

FISCAL IMPACT: There is no impact to the General Fund. The Project budget is funded with \$8,900,000 in Metropolitan Transportation Authority (Metro) Measure R Funds, in Account No. 311-790-31-9571. Project implementation is planned to be funded as summarized below:

Project Budget	Measure R Funds
Construction Contract	\$6,692,129
Construction Contingency	\$750,000
Construction Management Services	\$900,000
Project Management (City Staff)	\$150,000
Right-of-Way Costs	\$150,000
Miscellaneous Services	\$100,000
Project Contingency	\$157,871
Total	\$8,900,000

ALIGNMENT WITH COUNCIL GOALS: The Soundwall Project meets the City Council's goal for "Continuing Infrastructure Improvements." The milestone identified in the 2018/19 Work Program is, to "Continue working with Metro to complete construction of the I-710 Corridor Soundwall."

ANALYSIS: The Soundwall Project was bid through a competitive process. Ortiz Enterprises, Inc., submitted the lowest responsible and responsive bid at \$6,692,129 and is therefore deemed to be the lowest bidder.

BACKGROUND: The Soundwall Project is a part of the Capital Improvement Program. The project entails installing two soundwalls adjacent to the Thunderbird Villas. One will be installed on Frontage Road, while the other will be installed on the I-710 Freeway embankment. The soundwall will serve as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway. Additional improvements include a pedestrian path, landscaping, irrigation and peripheral improvements.

A construction contract is needed to implement the Soundwall Project. On July 18, 2019, staff advertised the Notice Inviting Bids for construction on the City's website and trade publications, such as the Construction Bid Board and others. On September 10, 2019, three bids were received and were opened by the City Clerk in a public forum. The summary of the bids follows:

<u>Rank</u>	<u>Contact</u>	<u>Bid</u>
1.	Ortiz Enterprises, Inc., Irvine, CA	\$6,692,129
2.	C.S. Legacy Construction, Ontario, CA	\$7,869,255
3.	Metro Builders & Engineers Group., Newport Beach, CA	\$8,700,111

Ortiz Enterprises Inc. (Ortiz) is the lowest, responsible bidder. Ortiz has over 33 years in construction experience and has completed over \$211 million worth of construction work. For the last few years, Ortiz has completed three major structural projects for Caltrans and SANBAG (San Bernardino Association of Governments). Staff contacted listed references and received positive commentary. The company has the capacity and experience to perform the work required under the bid solicitation. As such, staff is recommending awarding the construction of the Soundwall Project to Ortiz.

Weather permitting, construction is planned to begin in March 2020 and be completed in 16 months.

ATTACHMENTS: A. Proposed Agreement
B. Bid Summary
C. Location Map

ES:lc



City of
South
Gate

City of South Gate, Public Works Department Contract Change Order

Date: **June 17, 2021** Change Order No. **02**

Account No. 311-790-31-9571 Contract No. 3566

Contractor: Ortiz Enterprises Inc.

Account Code _____

Contract Date: **12/10/2019**

Account Code _____

Plan Reference : I-710 Corridor Soundwall Project, CITY PROJECT NO. 587-ST and 547-ST

Change Order Amount : \$37,956.07 Extension of Contract: Time associated with this Change Order is deferred
by the engineer until completion

Reason for Change: Reloacte Existing rolling gate and pedestrian gate at the south end of the project,
that was not part of the original contract

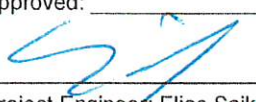
Description of Change:

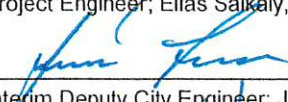
Remove existing TVMH's emergency wrought iron rolling gate and modify it by extending it in length by six feet. Construct new footing pad and roller track for the wrought iron rolling gate approximately 3' to the east at new soundwall 937. Reinstall the modified rolling gate on the new track with all its associated hardware. Relocate existing wrought iron pedestrian gate approximately 3 feet to the east inline with the modified / reinstalled rolling gate. Sandblast and powder coat paint all new & existing wrought irons. Extend wooden cedar fence on south side (5' tall by 40" wide) of entrance to match and extend white privacy lattice wall on north side (5' tall by 30" wide) with wooden cedar fence.

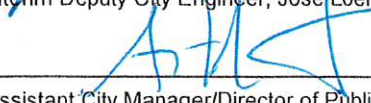
Original Contract Amount	\$ 6,692,129.00
Total of previous authorized Change Orders	\$ 116,002.20
New Change Order Amount	\$ 37,956.07
New Contract Amount	\$ 6,846,087.27

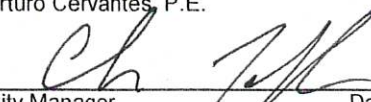
The Changes described above are hereby authorized.

Approved: _____, 20____.

 **6/22/2021**
Project Engineer; Elias Saikaly, P.E.


 **6-23-2021**
Interim Deputy City Engineer; Jose Loera, I.E.

 **6/29/21**
Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.


City Manager _____ Date _____

Original - Project File

 **06/22/21**
Contractor: Ortiz Enterprises Inc.

 **06/22/21**
By Authorized Agent
Construction Manager _____ Date: _____

GENERAL ENGINEERING CONTRACTOR

ORTIZ

LICENSE NO. 467088

ENTERPRISES, INC.

6 CUSHING, SUITE 200, IRVINE, CA 92618-4221
PHONE (949) 753-1414 FAX (949) 753-1477

June 22, 2021

Via e-mail

City of South Gate
8650 California Avenue
South Gate, CA 90280

Attn: Nader Naderi, P.E.
Resident Engineer

Re: Frontage Road Sound Wall Project
City Project No. 587-ST and 547-ST
Ortiz Job No. 217 Log No. 106

Subject: Change Order 02 - Signed

Dear Mr. Naderi,

Please find attached, Contract Change Order No. 02 in the amount of \$37,956.07 which has been signed and returned for processing. This addresses additional work at the south entrance (rolling gate) to the Thunderbird Villa Mobile Home Park.

Should you have any questions or need to discuss this matter further, please contact us at your earliest convenience.

Sincerely,
Ortiz Enterprises, Inc.

John J. Britt

John J. Britt
Project Manager

Attachment: CCO #2, 1 page

#2

Job 217: South Gate Soundwall Project

Cost estimate below is for moving the existing rolling gate for the TVMHP out to match the recently constructed Soundwalls and modifications as shown in the sketch received on April 15th.

Scope of work included in this pricing is as follows: Remove existing rolling gate, re-work extending it in length by six feet. Construct new footing and roller track for gate approximately 3' to the east (closer to the new wall), Install modified rolling gate. Extend wooden cedar fence on south side of entrance to match and extend white privacy lattice wall on north end to match. Also relocate wrought iron pedestrian gate, and furnish and install cedar fence at each end; one is 5' tall by 40" wide, the other is 5' tall by 30" wide.

	No.	Hours	Base	Extension
Labor:				
Carpenter Foreman	1	16.0	\$ 80.28	\$ 1,284.48
Carpenter	1	16.0	\$ 76.74	\$ 1,227.84
Laborer	2	16.0	\$ 72.10	\$ 2,307.20
Labor Subtotal				\$ 4,819.52
Equipment: (Ortiz)				
F250 Pickup Truck	1	16.0	\$ 36.92	\$ 590.72
Equipment Subtotal				\$ 590.72
Rental Equipment				
Mini-excavator w/ operator	1	8.0	\$ 179.37	\$ 1,434.96
Portable concrete mixer	1	8.0	\$ 12.65	\$ 101.20
				\$ 1,536.16
Material				
Cedar fencing material	1	1	\$ 200.00	\$ 200.00
Concrete / v-track	1	1	\$ 165.00	\$ 165.00
Rebar, screws, stain	1	1	\$ 75.00	\$ 75.00
Material Total				\$ 440.00
Subcontractor				
Alcorn Fence	1	LS	\$ 26,140.00	\$ 27,062.77
Connor concrete sawcutting	1	LS	\$ 400.00	\$ 400.00
				\$ 27,462.77

Summary

Labor	\$ 4,819.52
Markup 15%	\$ 722.93
Labor Total	\$ 5,542.45
Equipment, Mat'l	\$ 2,566.88
Markup, 15%	\$ 385.03
Equipment, Mat'l Subtotal	\$ 2,951.91
Subcontracted Work	\$ 27,462.77
Ortiz markup, 10%	\$ 500.00
Ortiz markup, 5%	\$ 1,123.14
Subcontracted Total	\$ 29,085.91
CCO Subtotal	\$ 37,580.27
1% Bond Cost	\$ 375.80
Total	\$ 37,956.07

ALCORN FENCE COMPANY
TIME AND MATERIALS INVOICE

2



DATE PERFORMED:
REPORT DATE: 6/8/2021
CUSTOMER: Ortiz Ent.
DESCRIPTION OF WORK: TVMH Emergency Access Gate

CCO/CD #: REPORT #: 1
AFC #: L3911 ITEM #: CO 3
PROJECT: RW # 945 & SW # 949

LABOR						
LABOR CRAFT	NAME	S.T. HRS	S.T. RATE	O.T. HRS	O.T. RATE	EXTENDED
Labor Foreman		40.00	78.60	10.00	105.44	\$ 4,198.40
Laborer		40.00	76.01	10.00	101.55	\$ 4,055.90
Operator		40.00	95.95	10.00	128.99	\$ 5,127.90
2- Shop Fabrication		16.00	45.00			\$ 720.00
2- Yard	loader & unloaders material	20.00	45.00			\$ 900.00
Delivery	Sand Blast Powder coating	8.00	45.00			\$ 360.00
O.T. - travel time - 2hr /day/5day						COST OF LABOR \$ 15,362.20
						MARKUP 15% \$ 2,304.33
						TOTAL COST OF LABOR \$ 17,666.53
EQUIPMENT						
EQUIPMENT #	DESCRIPTION	QUANTITY	HOURS	RATE	EXTENDED	
T&T T20-28	Crew Truck	1.00	40.00	39.12	\$ 1,564.80	
T & TT 20-28	Flatbed truck (Powder coating & jobsite delivery)	1.00	40.00	39.12	\$ 1,564.80	
HAMMR PDE 500	Skid Steer with ramp truck	1.00	40.00	62.61	\$ 2,504.40	
CONMX 0-35	Mix truck	1.00	24.00	2.03	\$ 48.72	
					\$ -	
					\$ -	
					COST OF EQUIPMENT \$ 5,682.72	
					MARKUP 10% \$ 568.27	
					TOTAL COST OF EQUIPMENT \$ 6,250.99	
MATERIALS: SUPPLIERS, SUBCONTRACTORS						
VENDOR	DESCRIPTION	UNITS	UNIT COSTS	EXTENDED		
	2" sq x 6'length tall post (20'LF PER LINE)	8.00	45.00	\$ 360.00		
	3" sq x 6' length gate post (20'LF PER LINE)	2.00	55.00	\$ 110.00		
	V-track plated and Hilti 4-1/2" x 1/2" hilti anchor bolts	30.00	18.00	\$ 540.00		
Sandblast & Powder Coated	4'tall picket fence match existing (40"W & 30"W PANEL)	2.00	85.00	\$ 170.00		
Sandblast & Powder Coated	4'tall panel to extend 72" TO existing gate	1.00	105.00	\$ 105.00		
	concrete - 2500psi fence and gate footing (2 CY)	2.00	250.00	\$ 500.00		
	Gate hardware (hinges & latch)	1.00	150.00	\$ 150.00		
	powder coated	1.00	800.00	\$ 800.00		
				COST OF MATERIALS/SUBCONTRACTORS \$ 2,735.00		
				MARKUP 15% \$ 410.25		
				TOTAL COST OF MATERIALS/SUBCONTRACTORS \$ 3,145.25		

TOTAL THIS REPORT \$ 27,062.77



ALCORN FENCE COMPANY

P.O. BOX 1249 (91353) / 9901 GLENOAKS BLVD; SUN VALLEY, CA 91352
T: (323) 875-1342 / (818) 983-0650 FAX: (818) 768-9719

Contractor's License - 122954

#2

PROJECT CALTRANS NO. 07-298014 - CONSTRUCTION OF RW NO. 945 & SW NO. 949

CONTACT Carlos Punzalan

E-MAIL cpunzalan@alcornfence.com

DATE: 6/16/2021

CONTRACTOR: Prime Contractor

ATTENTION: Estimating

FAX:

CSLB No. 122954 EXPIRES: 2/29/2020

DIR No. 1000001986 EXPIRES: 6/30/22

Plans & Specs: Yes ☒ No ☐

Bondable: Yes ☒ No ☐

Installed: Yes ☒ No ☐

Rate: 0.7% (N.T.E. 24 Months)

Tax Included: Yes ☒ No ☐

DBE/WBE: Yes ☐ No ☒

Union: Yes ☒ No ☐

CCO

Alcorn Fence Company is signatory to Laborers and Operating Engineers unions.

ITEM	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	AMOUNT
1	<p>TVMH : EMERGENCY ACCESS GATE</p> <p>Remove and Extend 72" max in length for the existing sliding gate. Reinstall extended Sliding Gate with new V- track anchor bolt install on existing concrete pad. Install 2ea new 4'tall x 40"w & 4'tall x 30"w picket fence and reinstall existing Pedestrian single swing gate.</p> <p>Note: sawcutting, coring & drilling by others V-track to anchor bolt to existing pad Powder coated finish black & existing gate to sandblast before PC Any rework on the V-track pad is excluded Wood fence and white picket Privacy shield , CMU by others. Gate motor, Padlock and Electrical not include.</p>	1	LS	\$27,063.00	\$27,063.00
					\$27,063.00

CLARIFICATIONS: Bid contingent upon approval of surety on Bonded Projects and Alcorn Fence Co. Credit Dept.
All costs incurred by Alcorn Fence prior to cancellation of Executed Contract or Subcontract will be billed to client for reimbursement.

Clarifications, Exclusions and/or conditions of this submission to be integrated into all subcontract agreements.

Bond rate is subject to additional monthly charges after Twenty-Four (24) Months

Grading, Backfilling, Excavating, Vegetation Control, Concrete pad, Mowstrip, Curb, AC Dike, AC patch by others.

Sawcutting & Spoils to be stock pile and dispose by others.

PRICE IS GOOD FOR SIXTY (60) DAYS.

Exclusions:

Engineering, Surveying, Staking, and Layout
Clearing, Grading and Grounding
Patching and Restoration or Potholing
Traffic Control
Structural Calculations & Engineering
Welding QC Manager and/or Plan
Concrete and/or Asphalt coring or saw cutting
Temporary Fence

Design Services / Engineering Calculations
Bond Premium (0.74%) & Bond Overruns
Location of Underground Utilities not Indicated in or on Project Plans
Damage to Underground Utilities not properly located by Other Forces
Maintenance
Permits
Concrete Washout

Alcorn shall notify Underground Service Alert forty-eight (48) business hours prior to any excavation. However, Alcorn shall not be responsible for damage to underground facilities not properly and accurately shown on contract plans, as-builts, and/or identified by forces other than Alcorn's.

For work performed by Subcontractor (Alcorn) on a Force Account basis, Subcontractor will be paid costs as computed under the applicable provisions of prime contract, plus 100% of the markups allowed in Section 9-1.04A of the standard specifications. When prime contractors retention is reduced by the Owner, our retention shall be reduced accordingly.

RS:7/10/17




ATTACHMENT B

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**

DATE: July 16, 2021

TO: Chris Jeffers, City Manager

FROM: Arturo Cervantes, Assistant City Manager/Director of Public Works 

CC: Elias Saikaly, P.E., Project Manager

SUBJECT: Review and administratively approve Contract Change Order No. 2 for Ortiz Enterprises Inc., for the Soundwall Improvement Project, City Project 587-ST and 547-ST

PURPOSE: To secure administrative approval of Contract Change Order No. 2 to Contract No. 3566 with Ortiz Enterprises Inc., for the Soundwall Improvement Project, City Project 587-ST and 547-ST, in the amount of \$37,956.07.

RECOMMENDED ACTIONS: Approve and execute or authorize the Assistant City Manager/Director of Public Works to execute, Contract Change Order No. 2 for additional improvements for the Soundwall Improvement Project in the amount of \$37,956.07 in accordance with the authority granted to the City Manager at the December 10, 2019 City Council Meeting (see attached).

FISCAL IMPACT: There is no Fiscal Impact to the General Funds. The Project is funded with \$8,900,000 in Metropolitan Transportation Authority (Metro) Measure R Funds. The cost of this Contract Change Order will be funded with the Soundwall Project, Account No. 311-790-31-9571.

BACKGROUND: The Soundwall Project is a part of the Capital Improvement Program. The project entails installing two soundwalls adjacent to the Thunderbird Villa Mobile Home Park. Construction is underway and nearing completion. One soundwall has been installed on Frontage Road, while the other has been installed on the I-710 Freeway embankment. The soundwalls are serving as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway. Additional improvements include a pedestrian path, landscaping, irrigation and peripheral improvements.

On December 10, 2019, the City Council Awarded a construction contract to Ortiz Enterprises Inc. (Ortiz) in the amount of \$6,692,129 for the construction of the Soundwalls Project. The Council also authorized the City Manager to administratively approve contract change orders up to \$750,000.

During construction, it was necessary to relocate the existing emergency gate of the Thunderbird Villa Mobile Home Park to a City easement area. The relocation eliminated openings between the newly constructed Soundwall and the emergency gate and thereby provided a safer condition for residents within the Mobile Home Park. As a note, this relocation of the emergency gate was approved by City Council on April 27, 2021, by approving the installation of the encroachment gate into the easement area under which such encroachment is subject to a requirement that the gate remains closed at all times, with the exception of during its immediate use. (See Attachment "B").

Ortiz provided the City with a proposal to relocate the emergency gate to within the City Easement area. The work involved removal of the existing gate, extending its length by approximately 6 feet, constructing a new footing pad and roller track, relocating the pedestrian gate, sandblasting and powder coat paint. Also, the work involved the extension of the existing cedar fence on the northerly side and southerly side of the gate (see attached Change Order).

The fee proposal was negotiated to a grand total of \$37,956.07. This includes \$27,462.77 for the subcontractor's work and \$10,493.30 for the prime contractor. That said, Change Order No. 2 is in the amount of \$37,956.07.

Construction of the improvements under Change Order No. 2 is currently underway in order to maintain the Critical Path Method and not to cause any further delay to the project.

Construction of the project is scheduled to be completed on August 31, 2021. It is estimated that the project will be completed about \$400,000 under the overall budget.

Page 2 of 2

- ATTACHMENTS:**
- A. Ortiz Contract Change Order No. 2
 - B. Agenda Bill; April 27, 2021
 - C. Agenda Bill for Award of Construction (December 10, 2019)



City of South Gate, Public Works Department
Contract Change Order

Date: 6/04, 2021 Change Order No. 01

Account No. 311-790-31-9571 Contract No. 3566

Contractor: Ortiz Enterprises Inc.

Account Code _____

Contract Date: 12/10/2019

Account Code _____

Plan Reference :Soundwall Project, CITY PROJECT NO. 587-ST and 547-ST

Change Order Amount : \$116,002.20 Extension of Contract: Time associated with this Change Order is deferred
by the engineer until completion

Reason for Change: Changes to Irrigation system and planters

Description of Change: a. Add irrigation per revised plans IP-1,2,3, 4 (Delta 1), IR-1,2,3 (Delta 2), IR-4,5 (Delta 1)
as initiated by RFI 051, RFI 53.1, and RFI 058

Original Contract Amount	\$ 6,692,129.00
Total of previous authorized Change Orders	\$ -
New Change Order Amount	\$ 116,002.20
New Contract Amount	\$ 6,808,131.20

The Changes described above are hereby authorized.

Approved: _____, 20____

Project Engineer; Elias Saikaly, P.E.

Interim Deputy City Engineer; Jose Loera, T.E.

Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.

Interim City Manager Date 7/1/21

Chris Jeffers
Original - Project File

CC: - Contractor
- Department

Contractor: Ortiz Enterprises Inc.

By Authorized Agent

Construction Manager

Date:

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT

8 of 1

CONTRACT/PO CHANGE ORDER

CHANGE ORDER #: 1

CITY PROJECT #: 587-ST & 547-ST

PROJECT TITLE: Soundwall Improvement Project

PURCHASE ORDER #: 5533

CONTRACT #: 3566

CHANGE REQUESTED BY: Elias Saikaly

CONTRACTOR: Ortiz Enterprises, Inc.

DATE OF REPORT: 7/6/2021

	Cost	Calendar Days
Original contract/PO amount:	\$ 6,692,129.00	
Previous Change Orders amount:		
This Change Order amount:	\$ 116,002.20	
Total increase to contract (all change orders) to date:	\$ 116,002.20	
Revised total contract amount:	\$ 6,808,131.20	
Percentage of total increase (or decrease) to contract amount to date:		

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change in Bid item Quantities									
Item #	Detailed description	Contract Quantity	Previous Change Orders Quantity	THIS Change Orders Quantity	Total Adjusted Contract Quantity	Unit	Unit Cost	Change Order Cost	Time Extension Working Days
1	Additional irrigation system and landscaping improvements for the Soundwall Improvement Project per revised plans.	0	0	1.00	1.00	1		\$116,002.20	
2		0	0	1.00	1.00	1			
3		0	0	1.00	1.00	1			
4		0	0	1.00	1.00	1			
5		0	0	1.00	1.00	1			
6		0	0	1.00	1.00	1			

Total Cost: \$116,002.20

THE TOTAL AMOUNT OF THIS CHANGE ORDER IS: \$116,002.20

Approval Recommended by:

Elias Saikaly

Approved by:

Arturo Cervantes

Approved by:

Director of Administrative Services

Date:

Date:

Date:

GENERAL ENGINEERING CONTRACTOR

ORTIZ
ENTERPRISES, INC.

LICENSE NO. 467088

6 CUSHING, SUITE 200, IRVINE, CA 92618-4221
PHONE (949) 753-1414 FAX (949) 753-1477

May 28, 2021

Via e-mail

City of South Gate
8650 California Avenue
South Gate, CA 90280

Attn: Nader Naderi, P.E., Resident Engineer

Re: Frontage Road Sound Wall Project
City Project No. 587-ST and 547-ST
Ortiz Job No. 217 Log No. 095

Subject: Cost Proposal, Rev. 2 – Changes to irrigation system; Caltrans

Dear Mr. Naderi,

In response to the City's request to furnish a price for the added irrigation per the response to RFI 051, the associated red line drawings and the subsequent amended drawings received on May 6th, we offer the following:

The cost of the work associated with this change is **\$89,080.78.** We request a contract change order be written in this amount.

Please be made aware that at this time the amount of delay associated with this change cannot be determined and consequently we request the time associated with this change be deferred. Please find attached our cost breakdown for this work.

The scope of this work includes the following:

- All labor, equipment and material to perform the work associated with the response to RFI 051, the attached redline drawings and amended drawings received on May 6th.
- Original Bid Items 161 cannot be performed at the original bid unit price due to all hand trenching in a narrow planter.
- All work is addressed as additional work at new bid items as there are no bid items to address this work. Please be made aware there are similar bid items in the contract for work done on the City side and this has been taken in to consideration and these bid unit prices have been used when applicable.
- The quantity of bubblers is an estimate based upon information provided in the response to RFI 051 and amended drawings.
- All material orders associated with this change will be placed upon approval of the pricing and receipt of a contract change order.

Should you have any questions or need to discuss this matter further, please contact us at your earliest convenience.

Sincerely,
Ortiz Enterprises, Inc.

John J. Britt

John J. Britt
Project Manager

Attachment; 1 page spreadsheet

Job 217: South Gate Soundwall Project

The cost proposal below is in response to the City's request to furnish a price for the additional irrigation work that needs to be installed in order to have a functioning irrigation system for the project. This is in response to RFI 051 and redline drawings, and subsequent amended drawings received on May 6th.

Additional work for which there is no Bid Item

1-1/2" REMOTE CONTROL VALVE	3 EA	\$	1,200.00	\$3,600.00
2-1/2" BALL VALVE	1 EA	\$	400.00	\$400.00
2-1/2" CL315 MAINLINE	940 LF	\$	7.50	\$7,050.00
1-1/2" SCH 40 LATERAL LINE	425 LF	\$	5.50	\$2,337.50
1" SCH 40 LATERAL LINE	680 LF	\$	5.00	\$3,400.00
RWS-S-B-1401 SHRUB BUBBLER	504 EA	\$	62.00	\$31,248.00
3/4" QUICK COUPLING VALVE	7 EA	\$	325.00	\$2,275.00
1" REMOTE CONTROL VALVE	2 EA	\$	800.00	\$1,600.00
PULL BOX	2 EA	\$	200.00	\$400.00
2" SCH 40 LATERAL LINE	860 LF	\$	6.00	\$5,160.00
WIRE IN CONDUIT	5000 LF	\$	1.89	\$9,450.00
<i>Subtotal</i>				<u>\$66,920.50</u>

Increased cost for work with no bid items, Subtotal

\$66,920.50

Ortiz support for Marina's work:

	No.	Hours	Rate	Extension
Labor:				
Labor Foreman	13	8.0	\$ 76.60	\$ 7,966.40
Laborer	13	8.0	\$ 71.66	\$ 7,452.64
				<u>\$ 15,419.04</u>
Equipment: (Ortiz)				
F250 Pickup Truck	13	8.0	\$ 31.00	\$ 3,224.00
				<u>\$ 3,224.00</u>

Summary

Labor	\$ 15,419.04
Markup 15%	\$ 2,312.86
Labor Total	<u>\$ 17,731.90</u>
Equipment	\$ 3,224.00
Markup, 10%	\$ 322.40
Equipment, Mat'l Subtotal	<u>\$ 3,546.40</u>
Total Ortiz Support	<u>\$ 21,278.30</u>
Subtotal Cost of Proposed Change Order	<u>\$88,198.80</u>
Bond Cost at 1%	\$ 881.99
Total Cost of Proposed Change Order	<u>\$ 89,080.78</u>

GENERAL ENGINEERING CONTRACTOR

ORTIZ
ENTERPRISES, INC.

LICENSE NO. 467088

6 CUSHING, SUITE 200, IRVINE, CA 92618-4221
PHONE (949) 753-1414 FAX (949) 753-1477

May 28, 2021

Via e-mail

City of South Gate
8650 California Avenue
South Gate, CA 90280

Attn: Nader Naderi, P.E., Resident Engineer

Re: Frontage Road Sound Wall Project
City Project No. 587-ST and 547-ST
Ortiz Job No. 217 Log No. 094

Subject: Cost Proposal, Rev. 2 – Changes to irrigation system; City

Dear Mr. Naderi,

In response to the City's request to furnish a price for the added irrigation per the response to RFI 058, the associated red line drawings and conversations held since the last pricing we offer the following:

The cost of the work associated with this change is **\$26,921.42**. We request a contract change order be written in this amount and the time associated with this change be deferred. Please find attached our cost breakdown for this work.

The scope of this work includes the following:

- All labor, equipment and material to perform the work associated with the response to RFI 058, the attached redline drawings and subsequent amended drawings received on May 5th.
- If this change order is processed as a Lump Sum change order, please be reminded that the original bid quantities will be progressed at 100% of the original bid unit quantity.
- Pricing for this change order has been broken out by three categories: Increased quantity at Bid Unit Price, Decreased quantity at Bid Unit Price and Items of work for which there is no original Bid Item.
- All material orders associated with this change will be placed upon approval of the pricing and receipt of a contract change order.

Should you have any questions or need to discuss this matter further, please contact us at your earliest convenience.

Sincerely,
Ortiz Enterprises, Inc.

John J. Britt

John J. Britt
Project Manager

Attachment; 1 page spreadsheet

Job 217: South Gate Soundwall Project

The cost proposal below is in response to the City's request to furnish a price for the additional irrigation work that needs to be installed in order to have a functioning irrigation system for the project. This is in response to RFI 058 and redline drawings, and subsequent amended drawings received on May 6th.

Increase in Bid Item Quantity at Bid Item unit price:

Bid Item 161; 2-1/2" CL 315	995 LF	\$9.00	\$8,955.00
Bid Item 163; F&C 1" SCH 40 PVC Pipe	1,540 LF	\$5.00	\$7,700.00
* Bid Item 164; Shrub bubblers	70 EA	\$62.00	\$4,340.00
Increased cost at Bid Item prices, Subtotal			\$20,995.00

Additonal work for which there is no Bid Item:

2-1/2" Master Valve	1 EA	\$1,800.00	\$1,800.00
Wire in Conduit	1050 LF	\$1.89	\$1,984.50
2-1/2" Gate Valve (T-113K)	2 EA	\$980.00	\$1,960.00
1-1/2" Flow Sensor, Conduit & wire	1 EA	\$1,925.00	\$1,925.00
3/4" Quick Coupling Valve	8 EA	\$325.00	\$2,600.00
Subtotal			\$10,269.50

* Quantities of shrub bubblers are an estimate and final cost will depend on the quantity of shrubs and groundcover.

Decrease in Bid Item Quantity at Bid Item unit price:

Bid Item 153; F&C Remote control valve	-1 EA	\$700.00	(\$700.00)
Bid Item 162; F&C 1-1/2" SCH 40 PVC PIP	-1,470 EA	\$6.00	(\$8,820.00)
Decreased cost at Bid Item prices, Subtotal			(\$9,520.00)

Ortiz support for Marina's work:

	No.	Hours	Rate	Extension
Labor:				
Labor Foreman	3	8.0	\$ 76.60	\$ 1,838.40
Laborer	3	8.0	\$ 71.66	\$ 1,719.84
				\$ 3,558.24

Equipment: (Ortiz)				
F250 Pickup Truck	3	8.0	\$ 31.00	\$ 744.00
				\$ 744.00

Summary

Labor	\$ 3,558.24
Markup 15%	\$ 533.74
Labor Total	\$ 4,091.98

Equipment	\$ 744.00
Markup, 10%	\$ 74.40
Equipment Subtotal	\$ 818.40

Total Ortiz Support	\$ 4,910.38
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Subtotal of Proposed Change Order	\$26,654.88
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Bond Cost at 1%	\$ 266.55
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Total Cost of Proposed Change Order	\$ 26,921.42
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DATE PLOTTED 03/14/2021
TIME PLOTTED 11:00:00
PAGE 001 OF 001
00-00-00

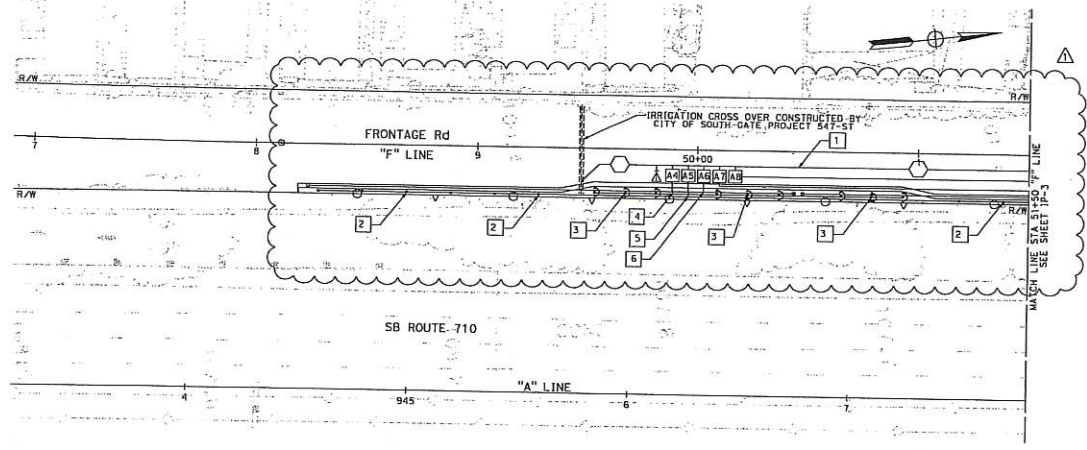
NOTES
 WATER METER POINT OF CONNECTION AND IRRIGATION CONTROLLER "A" IS LOCATED ABOUT 1150 FEET SOUTH OF THIS CROSSOVER, NEAR THUNDERBOLT VILLA ENTRANCE.

REVISION	DATE	DESCRIPTION	BY	CHK	DATE
1	04-28-20	REVISED IRRIGATION PLANS	JS	TD	WK
REGISTERED CIVIL ENGINEER					

- CONSTRUCTION NOTES:**
- 1 FURNISH AND CONSTRUCT 2-1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)
 - 2 FURNISH AND CONSTRUCT BUBBLER FOR VINES
 - 3 FURNISH AND CONSTRUCT BUBBLER FOR TREES
 - 4 CONNECT ALL TREE BUBBLERS
 - 5 CONNECT ALL VINE BUBBLERS
 - 6 CONNECT FIRST SECTION OF 168 BUBBLER FOR SHRUB AND GROUND COVER

DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
07	LA	710	17.9/18.1	22 56


REGISTERED CIVIL ENGINEER DATE 3/5/18
 7-10-2019
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA ON ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION ON THIS PLAN SHEET.
 METRO ONE GATEWAY PLAZA LOS ANGELES, CA 90012
 TRANSISTERS & HUSTONS SUITE 1250 SANTA ANA, CA 92707



IRRIGATION PLAN
 SCALE 1"=20'

IP-2

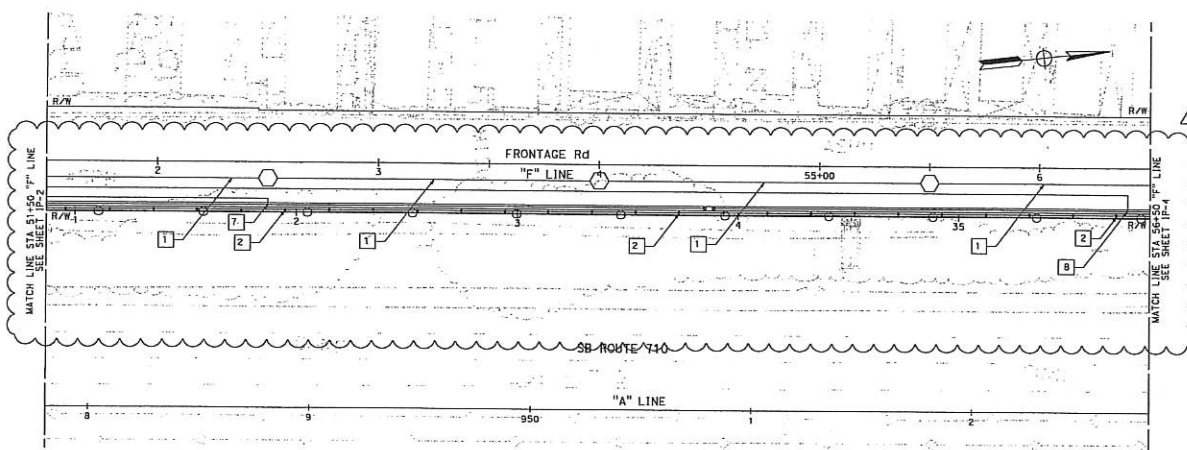
APPROVED FOR IRRIGATION WORK ONLY.

	REVISION(S)	DATE	BY
	01-20-21	REVISED IRRIGATION PLANS	JS TD HK
	MARK DATE	REVISION(S) DESCRIPTIONS	RES. CIV. ENGR.
	REGISTERED CIVIL ENGINEER		

CONSTRUCTION NOTES:

- 1 FURNISH AND CONSTRUCT 2-1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)
- 2 FURNISH AND CONSTRUCT BUBBLER FOR VINES
- 7 CONNECT SECOND SECTION OF 168 BUBBLER FOR SHRUB AND GROUND COVER
- 8 CONNECT THIRD SECTION OF 168 BUBBLER FOR GROUND COVER

DIST.	COUNTY	ROUTE	PROJECT MILES	SHEET TOTAL
07	LA	710	17.9/18.1	23 56
REGISTERED CIVIL ENGINEER			DATE	
7-10-2019			DATE	
PLANS APPROVAL DATE			DATE	
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OR COMPLETION OF THIS PLAN SHEET.			DATE	
METRO ONE GATEWAY PLAZA LOS ANGELES, CA 90012			TRANSYSTEMS 6 HUTTON CENTRE DRIVE SANTA ANA, CA 92707	



IRRIGATION PLAN
SCALE 1"=20'

IP-3

APPROVED FOR IRRIGATION WORK ONLY.

BORDER LAST REVISED 1/2/2010

USERNAME: jtrndong
DGN FILE: ...\\VF1_KK_071700078ap003.dgn

RELATIVE BORDER SCALE
1/8" = 1' IN INCHES

0 1 2 3

UNIT 1796

PROJECT NUMBER & PHASE

07170000781

07170000781.dgn 1/14/2019 11:44:54 AM

	REVISION(S)	DATE	BY	
	1	06-06-21	REVISD IRRIGATION PLANS	JS TO WK
	2		REVISION(S) DESCRIPTIONS	DES OR DET
	REGISTERED CIVIL ENGINEER			DATE

CONSTRUCTION NOTES:

- 1 FURNISH AND CONSTRUCT 2-1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)
- 2 FURNISH AND CONSTRUCT BUBBLER FOR VINES

SHEET	COUNTY	ROUTE	POST MILES	SHEET TOTAL
07	LA	710	17.9/18.1	24 56

REGISTERED CIVIL ENGINEER DATE 3/6/18

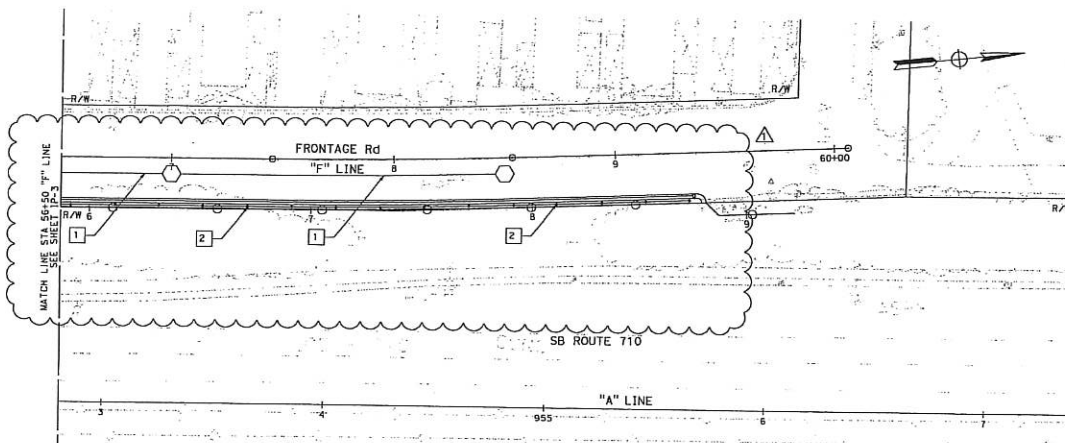
7-10-2019

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA ON ITS OFFICIAL SEAL OF OFFICE OF THE REGISTERED CIVIL ENGINEER

METRO ONE GATEWAY PLAZA LOS ANGELES, CA 90012

TRANSYSTEMS 6 RUTION CENTRE DRIVE SUITE 1250 SANTA ANA, CA 92707



IRRIGATION PLAN
SCALE 1"=20'

IP-4

BORDER LAST REVISED 7/2/2010

USERNAME => jmsdmg
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APPROVED FOR IRRIGATION WORK ONLY.

RELATIVE BORDER SCALE 15 IN INCHES

UNIT 1796

PROJECT NUMBER & PHASE

07170000781

IRRIGATION CONSTRUCTION NOTES:

1. THE IRRIGATION SYSTEM DESIGN IS DIAGRAMMATIC. ALL EQUIPMENT SHOWN IN PAVED AREAS (EXCEPT WHERE PIPES CROSS THE ROADWAY OR CONNECTS TO PLANTERS) IS FOR DESIGN CLARITY ONLY AND IS TO BE INSTALLED WITHIN PLANTING AREAS.
2. DUE TO THE SCALE OF THE DRAWING, IT IS NOT POSSIBLE TO SHOW ALL OFFSETS, ASSEMBLIES, FITTINGS, ETC. FOR A COMPLETE IRRIGATION SYSTEM. ALL DIMENSIONS, QUANTITIES AND MATERIALS SHALL BE VERIFIED BY LANDSCAPE CONTRACTOR PRIOR TO COMMENCING WITH WORK.
3. THE CONTRACTOR SHALL NOT UNLAWFULLY INSTALL ANY EQUIPMENT AS SHOWN ON THE PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN CONDITIONS EXIST THAT WERE NOT EVIDENT AT THE TIME THESE PLANS WERE PREPARED. ANY SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER PRIOR TO ANY WORK. THE IRRIGATION CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY FIELD CHANGES DEEMED NECESSARY BY THE CITY.
4. ALL EQUIPMENT SHOWN ON THE PLANS SHALL CONFORM TO CITY STANDARDS AND APPLICABLE STANDARD PLANS. CONTRACTOR SHALL COMPLY WITH APPLICABLE CITY, COUNTY AND STATE REQUIREMENTS FOR BOTH EQUIPMENT AND INSTALLATION.
5. FINAL LOCATION FOR THE INSTALLATION OF THE BACKFLOW PREVENTER AND IRRIGATION CONTROLLER SHALL BE DETERMINED IN THE FIELD BY THE CITY ENGINEER.
6. THE IRRIGATION SYSTEM IS DESIGNED FOR A MAXIMUM FLOW OF 84 GPM. AVERAGE STATIC PRESSURE ON SITE IS ESTIMATED TO BE 60-65 PSI DOWNSTREAM FROM THE BACKFLOW PREVENTER. DEVICES WITHIN THE CITY ENGINEER'S OFF-SITE WATER PRESSURE TEST ARE LESS THAN EXPECTED, PRIOR TO CONSTRUCTION.
7. THE INTENT OF THE IRRIGATION SYSTEM IS TO SUPPLY A SUFFICIENT AMOUNT OF WATER TO MAINTAIN A HEALTHY APPEARANCE AND REASONABLE PLANT GROWTH. THE AMOUNT OF SUPPLEMENTAL WATER A PLANT NEEDS IS DEPENDENT ON SOIL TYPE, PLANT MATERIAL, ROOTING DEPTH, SEASONAL CLIMATE CHANGES, SUN, SHADE AND WIND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE IRRIGATION SCHEDULE AS NEEDED TO MAINTAIN PLANT HEALTH, APPEARANCE AND REASONABLE GROWTH. IN ADDITION, THE CONTRACTOR SHALL PROVIDE SUPPLEMENTAL WATER TO ACCOMMODATE SPECIAL WATERING NEEDS OF THE CONTAINER PLANT MATERIALS THROUGHOUT THE PLANT ESTABLISHMENT/MAINTENANCE PERIOD.
8. IT IS THE INTENT OF THE IRRIGATION DESIGN THAT SPRINKLER/BUZZERS BE PLACED TO OPTIMIZE EVEN DISTRIBUTION OF WATER AND THAT FINAL VALVES AND OTHER IRRIGATION COMPONENTS ARE INSTALLED WITHIN PLANTERS, EXCEPT WHERE PIPES CROSS PAVING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE IRRIGATION LAYOUT IN THE FIELD TO MEET THE INTENT OF THE PLANS AND DETAILS. IN ADDITION, THE CONTRACTOR SHALL PLACE PIPING AND ADJUST BUBBLER AND VALVE LOCATIONS TO PREVENT CONFLICT WITH PROPOSED PLANTINGS, EXISTING PAVED SURFACES OR UTILITY ELEMENTS.
9. CONTRACTOR SHALL PROVIDE RECORD DOCUMENTS TO CITY ENGINEER PRIOR TO FINAL ACCEPTANCE INCLUDING, BUT NOT LIMITED TO: REPRODUCIBLE AS-BUILT LANDSCAPE DRAWINGS, OPERATIONS AND MAINTENANCE MANUALS, IRRIGATION COMPONENT CUT SHEETS, PARTS BREAKDOWN AND MATERIALS TO BE USED RECOMMENDATIONS.
10. TRENCH IRRIGATION PIPING FOR SLEEVES BELOW ROADWAY TO A DEPTH OF 24 INCH COVER. BELOW PAVEMENT, SLEEVES BELOW SIDEWALK SHALL HAVE 18" COVER. TRENCH ALL OTHER IRRIGATION PIPING AND ELECTRICAL WIRING PER DETAILS SHOWN ON PLANS.
11. CONTRACTOR SHALL VERIFY THE LOCATION FOR ALL NEW CONDUITS AND SLEEVES PRIOR TO COMMENCING WORK AND, COORDINATE THE INSTALLATION OF SLEEVES (AND REQUIRED PIPING AND WIRING) WITH OTHER TRADES PRIOR TO THE INSTALLATION OF INERT MATERIALS OR PAVEMENT.
12. WHEN PIPE SLEEVES ARE NEEDED BUT NOT SHOWN ON THE PLANS, THE CONTRACTOR SHALL FURNISH AND INSTALL SLEEVES THAT ARE 4" DIAMETER IN SIZE. ALL ELECTRICAL WIRING UNDER PAVED AREAS SHALL BE INSTALLED IN 1/2" DIAMETER SCHEDULE 40 PVC ELECTRICAL CONDUIT. ALL CONDUITS OR SLEEVES SHALL EXTEND AT LEAST 18 INCHES PAST THE EDGE OF PAVING.
13. CONTRACTOR SHALL INSTALL TWO ADDITIONAL PILOT WIRES FROM THE CONTROLLER ALONG THE ENTIRETY OF MAINLINE TO THE LAST RCV ON EACH AND EVERY LEG OF THE MAINLINE. LABEL SPARE WIRES AT BOTH ENDS.
14. THE CONTRACTOR SHALL USE PROPER GROUNDING TECHNIQUES FOR GROUNDING THE CONTROLLER AND RELATED EQUIPMENT PER MANUFACTURER'S SPECIFICATIONS AND LOCAL STANDARDS.
15. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL BUBBLERS IF NEEDED OR ADJUSTING SPACING AS NEEDED OR REQUIRED AT NO ADDITIONAL COST TO THE PROJECT.
16. LATERAL PIPE SIZE DOWNSTREAM OF LAST PIPE SIZE CALCULATED SHALL NOT BE LESS THAN 1" SIZE SCHEDULE 40 PIPE.
17. ALL MATERIALS AND EQUIPMENT PROVIDED AND/OR INSTALLED SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE CITY ENGINEER. ANY DEFECTIVE MATERIALS OR WORKMANSHIP SHALL BE CORRECTED TO THE SATISFACTION OF THE CITY ENGINEER.
18. EXISTING UTILITIES:
WHERE IT IS NECESSARY TO EXCAVATE IN AREAS OF EXISTING UTILITIES, THE CONTRACTOR SHALL NOTIFICE TO CORRELATE THE EXACT LOCATION OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES THAT ARE CAUSED BY HIS OPERATIONS OR NEGLIGENCE. IN CASE OF INTERFERENCE OF UTILITIES CAUSED BY THE CONTRACTOR OPERATIONS OR NEGLIGENCE, THE CONTRACTOR SHALL BE RESPONSIBLE TO HAVE THE UTILITIES IN SERVICE AS SOON AS POSSIBLE.
19. WIRING NOTES:
THE CONTRACTOR SHALL USE WATERPROOF WIRE CONNECTORS WITH A MECHANICAL CRIMP. ALL SPICES SHALL BE INSTALLED IN A CARBON, 1410-DRY ELECTRICAL BOX. THE CONTRACTOR SHALL IDENTIFY EACH WIRE AT THE CONTROLLER, THE VALVE AND ON EACH SIDE OF A SPICE WITH THE CONTROLLER AND VALVE NUMBER USING INSULATED, SHOP MODEL 2011 XLST WITH HEAT SHRINK TUBE OR APPROVED EQUAL.

WATER PURVEYOR

CITY OF SOUTH GATE WATER DEPARTMENT
CHIEF CASTLE
WATER DIVISION MANAGER
1378 565-5779
WATER TYPE: POTABLE

IRRIGATION LEGEND

SYMBOL	REF.	MODEL NUMBER-DESCRIPTION					
	SUPERIOR	REMOTE CONTROL VALVE (MASTER) (MODEL: 3000255) (2-1/2" SIZE) WITH PRE DIAL AND VALVE BOX. SEE DETAIL 4, SHEET IR-4					
	RANBIRD	REMOTE CONTROL VALVE (MODEL: 185-PE38) (1-1/2" SIZE) AND VALVE BOX. SEE DETAIL 4, SHEET IR-4					
	RANBIRD	QUICK COUPLER VALVE (MODEL: 185-PE38) (1-1/2" SIZE) (OR APPROVED EQUAL) 1/2" VALVE BOX, LOCKING COVER, KEY AND LOCKING TOP WRENCH. SEE DETAIL 5, SHEET IR-4					
	VALVE	BACKFLOW PREVENTER (MODEL: 875M, REDUCED PRESSURE, 1-1/2" SIZE, INSTALL PER STANDARD PLANS (2008 EDITION) (DETAIL 10.3, INSTALL BACKFLOW DEVICE IN ENCLOSURE MODEL: ALL SPEC, ENCLOSURE NO. V8330, PER MANUFACTURE RECOMMENDATIONS AND CITY REQUIREMENTS.					
	WATER METER	2" DOMESTIC WATER METER INSTALLED PER CITY OF SOUTH GATE STD. DWG. 454					
	ELECTRICAL CABINET	ELECTRICAL METER CABINET (PROVIDED BY OTHERS)					
	RANBIRD	16 STATION CONTROLLER (MODEL: ESP-NC SERIES INSTALLED IN ALL-SPEC ENCLOSURE MODEL: AS-23AL, SEE DETAIL 2, SHEET IR-4					
	RAIN MASTER	FLOW SENSOR (MODEL: FS-4150) (1-1/2" SIZE), SEE DETAIL 5, SHEET IR-4					
	NECO	GATE VALVE (MODEL: T-113-K) (2-1/2" SIZE), SEE DETAIL 7, SHEET IR-4					
	BRASS ARM	2 1/2" BALL VALVE, FULL PORT IN VALVE BOX. SEE DETAIL 1, SHEET IR-4					
	TYROD	1-1/2" SIZE PLASTIC FILTER (DGS) (MODEL: T-AFSD15150 WITH 4875H REGULATOR, MODEL: T-PWRHAF, SEE DETAIL 1, SHEET IR-5					
	APPROVED	CLASS 315 PVC MAINLINE					
	APPROVED	1" CORRUGATED HDPE CONDUIT (IRRIGATION CROSSOVER)					
	APPROVED	SCHEDULE 40 PVC LATERAL LINES, SEE PLAN FOR SIZE, SEE DETAIL 9, SHEET IR-4					
	RAN	IRRIGATION CONTROL WIRE					
SYMBOL	REF.	MODEL NUMBER-DESCRIPTION	NOZZLE	PATTERN	GPM	PSI	COMMENTS
	RANBIRD	WATER SLEEVE AND BUBBLER FOR TREES: RW5-M-8-1402	1/4" OR 1/2" (1" SIZE, TWO PER TREE)	FLAT, CIRCLE, FLOOD	30	30	SEE DETAIL 4, SHEET IR-6
	RANBIRD	WATER SLEEVE AND BUBBLER FOR SHRUBS: RW5-G-6-1401	1/4" OR 1/2" (1" SIZE, ONE PER SHRUB)	FLAT, CIRCLE, FLOOD	25	30	SEE DETAIL 2, SHEET IR-6

IRRIGATION SYSTEM NOTES:

1. GATE VALVES ARE 2-1/2" SIZE UNLESS NOTED ON PLANS.
2. BALL VALVES ARE 2-1/2" SIZE UNLESS NOTED ON PLANS.
3. IRRIGATION MAINLINE IS 2-1/2" SIZE UNLESS NOTED ON PLANS.
4. VALVE BOXES AND PULLBOXES SHALL BE BROOKS PRODUCTS TYPE 30B (18-1/2" X 18" SIZE) WITH TL CAST IRON LOCKING COVER. COLOR TO BE SELECTED BY CITY ENGINEER.
5. CONTRACTOR SHALL FURNISH AND INSTALL ALL IRRIGATION SLEEVES BELOW ROADWAY, SIDEWALK OR OTHER PAVED SURFACES.
6. IRRIGATION SLEEVES SHALL BE 6" PVC SCHED 40 BELOW PAVED SURFACES UNLESS NOTED ON THE PLANS.
7. CONTROL AND NEUTRAL CONDUCTOR ROUTING SHALL BE IN THE SAME TRENCH AS THE IRRIGATION SYSTEM MAINLINE UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS.
8. CONTRACTOR IS RESPONSIBLE FOR POWER CONNECTION TO THE IRRIGATION CONTROLLER AND COORDINATION WITH THE UTILITY COMPANY AND OTHER TRADES.
9. ALL LATERAL PIPE NOT LABELED SHALL BE 1" SIZE, OR AS SHOWN ON PIPE SIZING CHART.
10. ALL NEW MAINLINE PIPE WHICH HAS A CHANGE OF DIRECTION OF 90 DEGREES OR MORE SHALL HAVE (1" - 45 DEGREE ELBOWS.

GPM, ROUNDED UP TO NEXT FULL NUMBER

CONTROLLER SEQUENCE/ REMOTE CONTROL VALVE NUMBER
— ADDITIONAL INFORMATION
REMOTE CONTROL VALVE SIZE

PIPE SIZING CHART FOR BUBBLERS

SIZE OF PIPE	QUANTITY OF 30 GPM BUBBLERS	SIZE OF PIPE	QUANTITY OF 25 GPM BUBBLERS
1"	1-20 HEADS	1"	1-48 HEADS
1-1/2"	21-48 HEADS	1-1/2"	49-120 HEADS
2"	49-70 HEADS	2"	121-200 HEADS

USE CHART TO SIZE LATERAL PIPE ONLY WHEN PIPE SIZE IS NOT SHOWN ON PLANS.



REVISIONS	DATE	BY
1. RE-REVISOR IRRIGATION PLANS	10-15-10	IR-1
2. RE-REVISOR IRRIGATION PLANS	10-15-10	IR-1
3. RE-REVISOR IRRIGATION PLANS	10-15-10	IR-1
4. RE-REVISOR IRRIGATION PLANS	10-15-10	IR-1
5. RE-REVISOR IRRIGATION PLANS	10-15-10	IR-1
6. RE-REVISOR IRRIGATION PLANS	10-15-10	IR-1
7. RE-REVISOR IRRIGATION PLANS	10-15-10	IR-1
8. RE-REVISOR IRRIGATION PLANS	10-15-10	IR-1
9. RE-REVISOR IRRIGATION PLANS	10-15-10	IR-1
10. RE-REVISOR IRRIGATION PLANS	10-15-10	IR-1

NO.	DATE	REVISION	APPROVED	CHECKED
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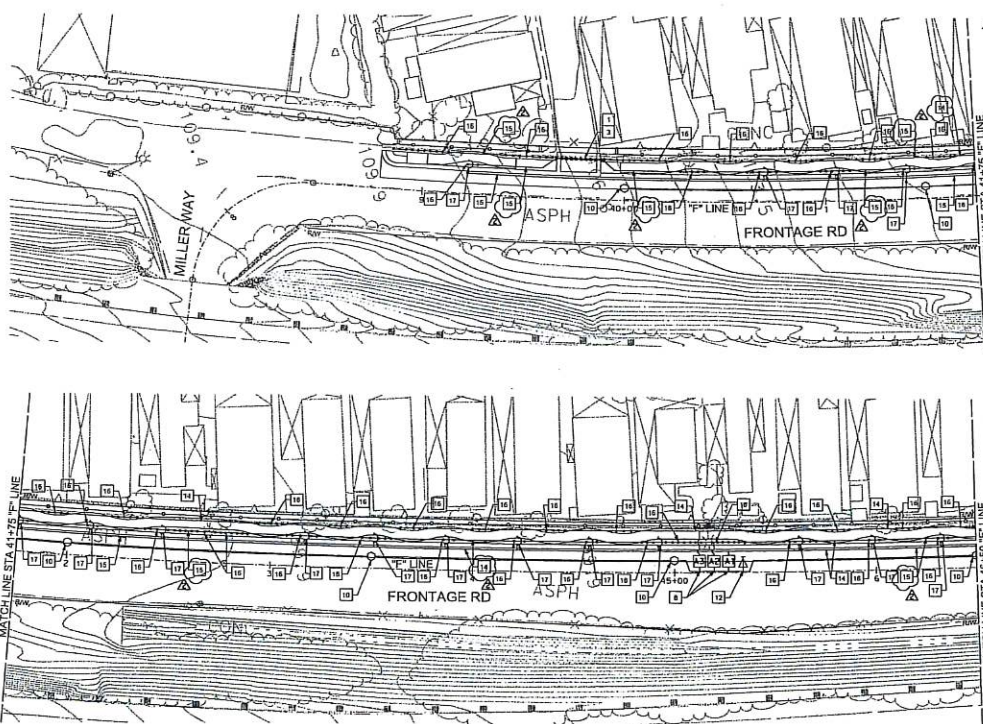


IRRIGATION NOTES AND LEGEND
THUNDERBIRD VILLA MOBILE HOME PARK
SOUNDWALLS 935 AND 937, PROJECT No. 547-ST
CITY OF SOUTH GATE
DEPARTMENT OF PUBLIC WORKS

SHEET NO. 41 OF 58

IR-1

PLAN NUMBER



IRRIGATION CONSTRUCTION NOTES

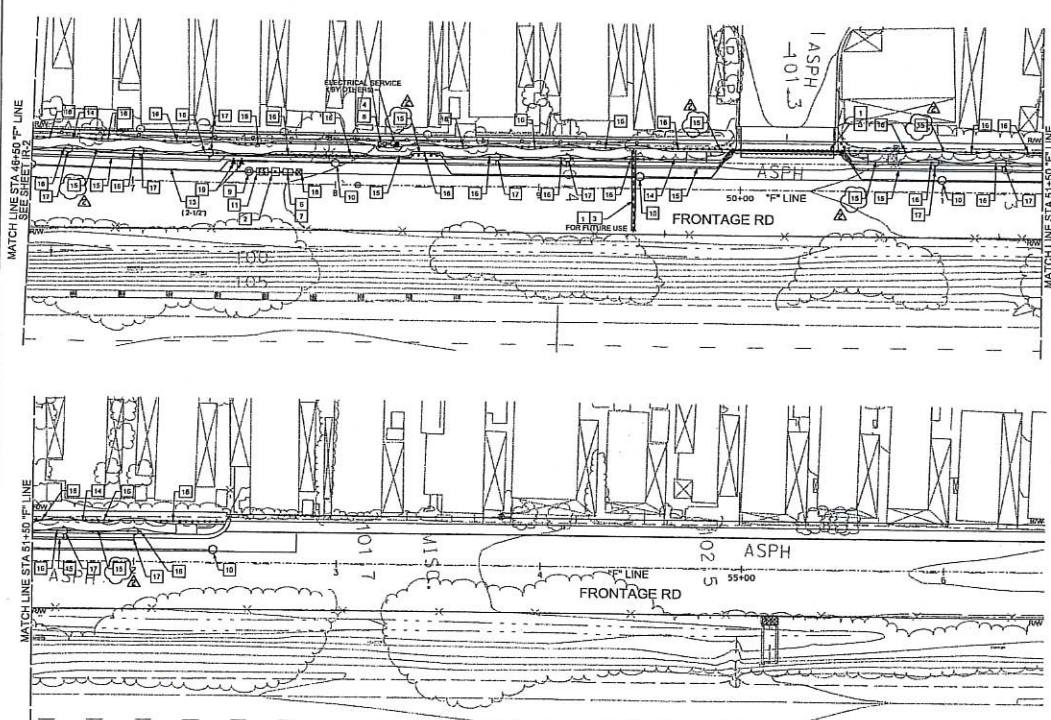
- 1 FURNISH AND CONSTRUCT 12" CORRUGATED HDPE CONDUIT (IRRIGATION CROSSOVER)
- 2 FURNISH AND CONSTRUCT REMOTE CONTROL VALVE (MASTER)
- 3 FURNISH AND CONSTRUCT CONTROL AND NEUTRAL CONDUCTORS IN CONDUIT
- 4 FURNISH AND CONSTRUCT 16 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)
- 5 FURNISH AND CONSTRUCT IRRIGATION CONTROLLER ENCLOSURE CABINET
- 6 FURNISH AND CONSTRUCT BACKFLOW PREVENTER ASSEMBLY ENCLOSURE
- 7 FURNISH AND CONSTRUCT 1-1/2" ELECTRIC REMOTE CONTROL VALVE (AND VALVE BOX)
- 8 FURNISH AND CONSTRUCT 3/4" CHECK COUPLING VALVE (AND VALVE BOX)
- 9 FURNISH AND CONSTRUCT 1-1/2" FLOW SENSOR
- 10 FURNISH AND CONSTRUCT 3-1/2" BALL VALVE
- 11 FURNISH AND CONSTRUCT 3-1/2" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)
- 12 FURNISH AND CONSTRUCT 1-1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)
- 13 FURNISH AND CONSTRUCT 1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)
- 14 FURNISH AND CONSTRUCT BUBBLER FOR SHRUBS
- 15 FURNISH AND CONSTRUCT BUBBLER FOR TREES
- 16 FURNISH AND CONSTRUCT 2" WATER METER (BY COSO)
- 17 FURNISH AND CONSTRUCT 3-1/2" GATE VALVE

NOTE:
SEE SHEET IR-1 FOR IRRIGATION LEGEND

SCALE 1"=20'

NO.	REVISION	DATE	BY	CHKD.	APP'D.
1	REVISED IRRIGATION PLANS	05/10/11	WJ		
2	REVISED IRRIGATION PLANS	05/10/11	WJ		
3	REVISED IRRIGATION PLANS	05/10/11	WJ		

DESIGN NAME CITY OF SOUTH GATE DEPARTMENT OF PUBLIC WORKS SOUNDWALLS 935 AND 937, PROJECT No. 547-ST CITY OF SOUTH GATE DEPARTMENT OF PUBLIC WORKS				PLANT PREPARED BY J. L. JONES J. L. JONES J. L. JONES				CITY OF SOUTH GATE DEPARTMENT OF PUBLIC WORKS SOUNDWALLS 935 AND 937, PROJECT No. 547-ST CITY OF SOUTH GATE DEPARTMENT OF PUBLIC WORKS				IRRIGATION PLAN SOUNDWALLS 935 AND 937, PROJECT No. 547-ST CITY OF SOUTH GATE DEPARTMENT OF PUBLIC WORKS				SHEET NO. 42 OF 58 IR-2 PLAN NUMBER			
DATE 05/10/11				APPROVED BY J. L. JONES				CHECKED BY J. L. JONES				DESIGNED BY J. L. JONES				DRAWN BY J. L. JONES			



IRRIGATION CONSTRUCTION NOTES

- 1 FURNISH AND CONSTRUCT 12" CORRUGATED HDPE CONDUIT (IRIGATION CROSSOVER)
- 2 FURNISH AND CONSTRUCT REMOTE CONTROL VALVE (MASTER)
- 3 FURNISH AND CONSTRUCT CONTROL AND NEUTRAL CONDUITS IN CONDUIT
- 4 FURNISH AND CONSTRUCT 18 STATION IRRIGATION CONTROLLER (PEDESTAL MOUNTED)
- 5 FURNISH AND CONSTRUCT IRRIGATION CONTROLLER ENCLOSURE CABINET
- 6 FURNISH AND CONSTRUCT BACKFLOW PREVENTER ASSEMBLY
- 7 FURNISH AND CONSTRUCT BACKFLOW PREVENTER ASSEMBLY ENCLOSURE
- 8 FURNISH AND CONSTRUCT 1-1/2" ELECTRIC REMOTE CONTROL VALVE
- 9 FURNISH AND CONSTRUCT 1-1/2" Y-FILTER
- 10 FURNISH AND CONSTRUCT 3/4" QUICK COUPLING VALVE (AND VALVE BOX)
- 11 FURNISH AND CONSTRUCT 1-1/2" FLOW SENSOR
- 12 FURNISH AND CONSTRUCT 2-1/2" BALL VALVE
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- 15 FURNISH AND CONSTRUCT 1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)
- 16 FURNISH AND CONSTRUCT BURIED FOR SHRUBS
- 17 FURNISH AND CONSTRUCT BURIED FOR TREES
- 18 FURNISH AND CONSTRUCT 2" WATER METER (BY CODE)
- 19 FURNISH AND CONSTRUCT 2-1/2" GATE VALVE

NOTE:
SEE SHEET IR-1 FOR IRRIGATION LEGEND

SCALE 1"=20'



REVISION	DATE	DESCRIPTION	BY	CHK
1	10/1/00	ISSUED FOR BIDDING	JLS	WLS
2	10/1/00	ISSUED FOR BIDDING	JLS	WLS
3	10/1/00	ISSUED FOR BIDDING	JLS	WLS

CITY OF SOUTH GATE DEPARTMENT OF PUBLIC WORKS THUNDERBIRD VILLA MOBILE HOME PARK SOUNDWALLS 935 AND 937, PROJECT No. 547-ST CITY OF SOUTH GATE DEPARTMENT OF PUBLIC WORKS				SHEET NO. 43 OF 54 IR-3 PLAN NUMBER
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PLANTER AREAS PIPE TRENCH LAYOUT

- LEGEND
1. FINISH GRADE
 2. MAINLINE PIPE
 3. NON-PRESSURE LATERAL LINE PIPE OR PIPE SLEEVE
 4. CONTROL WIRE (IN CONDUIT)

ADDITIONAL NOTES

A. PROVIDE PVC SCH 40 SLEEVES FOR ALL WIRING AND PIPING UNDER PAVING.

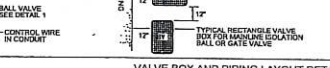
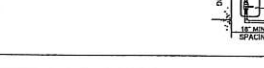
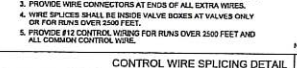
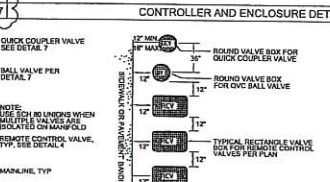
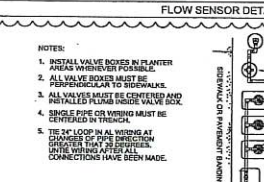
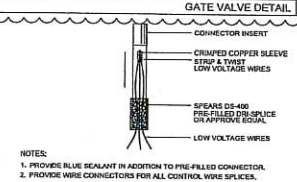
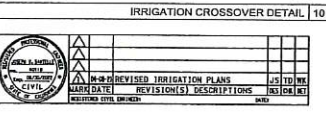
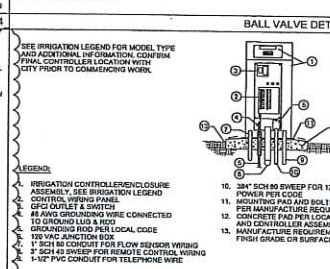
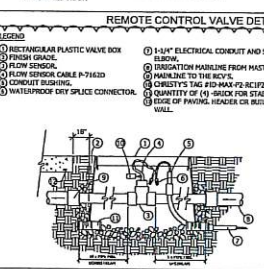
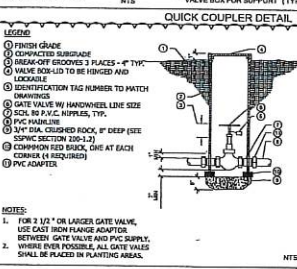
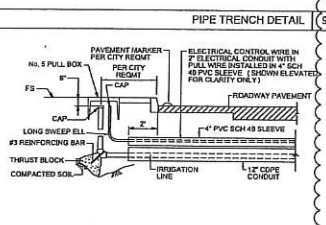
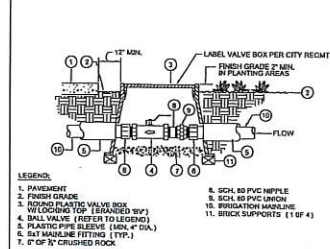
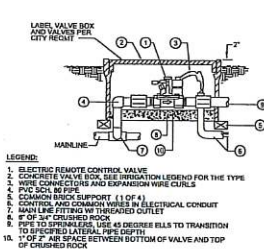
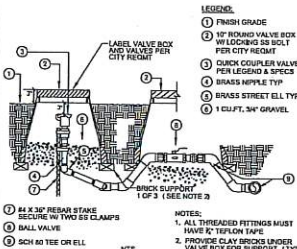
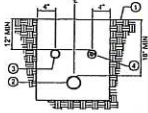
B. STACKING PIPE VERTICALLY IN THE PLANTING AREA TRENCH.

ADDITIONAL NOTES

PROVIDE PVC SCH 40 SLEEVES FOR ALL WIRING AND PIPING UNDER PAVING.

NO STACKING PIPE VERTICALLY IN THE PLANTING AREA TRENCH.

SEE PLAN NOTES MODIFIED PIPE AND SLEEVE DEPTHS IN SOME AREAS.



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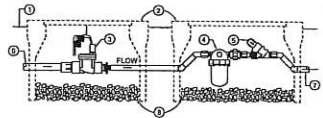
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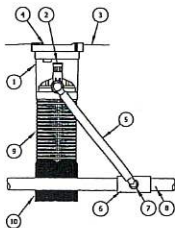
	REVISIONS	DATE	DESCRIPTION	BY
	1	03/09/01	REVISED IRRIGATION PLANS	AS TO PW

- LEGEND**
- ① FINISH GRADE
 - ② VALVE BOX
 - ③ REMOTE CONTROL VALVE
 - ④ 2" DISC FILTER
 - ⑤ PRESSURE REDUCING VALVE
 - ⑥ PVC PIPE (SUPPLY LINE)
 - ⑦ PVC SUPPLY LINE TO DRIPLINE WITH 0.4 GPM EMITTERS
 - ⑧ 6" MIN. DEPTH OF PEA GRAVEL



FILTER ASSEMBLY UNIT LAYOUT DETAIL 1

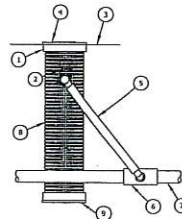
- NOTES:**
1. 4" GRATE IS ALSO AVAILABLE IN PUPPLE (RWS-GRATE-P).
 2. INSTALL PRODUCT SO THAT THE GRATE IS EVEN WITH FINISH GRADE OR TOP OF MULCH.
 3. OPTIONAL SAND SOCK (RWS-SOCK) IS 34" IN LENGTH, CUT TO LENGTH NEEDED TO COVER MESH BASKET AREA.
 4. WHEN INSTALLING IN EXTREMELY HARD OR CLAY SOILS, ADD 3/4" GRAVEL UNDER AND AROUND THE UNIT TO ALLOW WATER INFILTRATION AND ROOT PENETRATION.
 5. ONCE RWS-M HAS BEEN INSTALLED, FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID.



- LEGEND**
- ① RAIN BIRD RWS-M-1402 (INCLUDES RETAINER, 1/2" TUBE, 0.5 GPM BUBBLER, 4" GRATE, 1/2" NPT MALE INLET, 0.4 GPM ELBOW)
 - ② RAIBLEN: RAIN BIRD 1402 0.5 GPM (INCLUDED)
 - ③ FINISH GRADE/TOP OF MULCH
 - ④ 1/2" SWING PIPE: RAIN BIRD SA-12502 OR 1/2" SWING PIPE: RAIN BIRD SP-5002 WITH 1/2" MALE NPT x 0.490" BUBBLED BASKET WEAVE CANISTER (INCLUDED)
 - ⑤ PVC SCH 40 TEE OR ELBOW
 - ⑥ 1/2" MALE NPT INLET
 - ⑦ PVC OR POLYETHYLENE LATERAL PIPE
 - ⑧ 4" WIDE X 18" LONG RIGID BASKET WEAVE CANISTER (INCLUDED)
 - ⑨ OPTIONAL SOCK (RWS-SOCK) FOR SANDY SOILS

ROOT WATERING SYSTEM DETAIL 4

- NOTES:**
1. INSTALL PRODUCT SO THAT THE LID IS EVEN WITH FINISH GRADE OR TOP OF MULCH.
 2. ONCE RWS-S HAS BEEN INSTALLED, FILL THE BASKET WITH PEA GRAVEL BEFORE REPLACING SNAP-ON LID.



- LEGEND**
- ① RAIN BIRD RWS-S-8 (INCLUDES 1/2" TUBE, 0.25 GPM BUBBLER, 2" SNAP-ON CAP AND BASE, 1/2" NPT INLET SPIRAL BASKET ELBOW)
 - ② RAIBLEN: RAIN BIRD 1401 0.25 GPM (INCLUDED)
 - ③ FINISH GRADE/TOP OF MULCH
 - ④ 1/2" SWING PIPE: RAIN BIRD SA-12502 OR 1/2" SWING PIPE: RAIN BIRD SP-5002 WITH 1/2" MALE NPT x 0.490" BUBBLED BASKET WEAVE CANISTER (INCLUDED)
 - ⑤ PVC SCH 40 TEE OR ELBOW
 - ⑥ 1/2" MALE NPT INLET
 - ⑦ PVC OR POLYETHYLENE LATERAL PIPE
 - ⑧ 4" WIDE X 18" LONG RIGID BASKET WEAVE CANISTER (INCLUDED)
 - ⑨ 2" SNAP-ON BASE CAP (INCLUDED)


SHRUB ROOT WATERING SYSTEM DETAIL 2

DESIGNER: [Signature] DATE: [Date] APPROVED: [Signature] CHECKED: [Signature]		PROJECT: [Project Name] CITY OF SOUTH GATE DEPARTMENT OF PUBLIC WORKS	IRRIGATION DETAILS THUNDERBIRD VILLA MOBILE HOME PARK SOUNDWALLS 935 AND 937, PROJECT NO. 547-ST CITY OF SOUTH GATE DEPARTMENT OF PUBLIC WORKS	SHEET NO. 45 OF 58 IR-5 PLAN NUMBER
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**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**

DATE: July 1, 2021

TO: Chris Jeffers, City Manager

FROM: Arturo Cervantes, Assistant City Manager/Director of Public Works 

CC: Elias Saikaly, P.E., Project Manager

SUBJECT: Review and administratively approve Contract Change Order No. 1 to Contract No. 3566 with Ortiz Enterprises Inc., for the Soundwall Improvement Project, City Project 587-ST and 547-ST

PURPOSE: To secure administrative approval of Contract Change Order No. 1 to Contract No. 3566 for Ortiz Enterprises Inc., for the Soundwall Improvement Project, City Project 587-ST and 547-ST, in the amount of \$116,002.20

RECOMMENDED ACTIONS: Approve and execute, or authorize the Assistant City Manager/Director of Public Works to execute, Contract Change Order No. 1 for additional irrigation system and landscaping improvements for the Soundwall Improvement Project in the amount of \$116,002.20 in accordance with the authority granted to the City Manager at the December 10, 2019 City Council Meeting (see attached).

FISCAL IMPACT: There is no Fiscal Impact to the General Funds. The Project is funded with \$8,900,000 in Metropolitan Transportation Authority (Metro) Measure R Funds. Contract Change Order No. 1 will be funded with said funds budgeted in Account No. 311-790-31-9570.

BACKGROUND: The Soundwall Improvement Project is a part of the Capital Improvement Program. The project entailed installing two soundwalls adjacent to the Thunderbird Villas Mobile Home Park. One has been installed on Frontage Road, and the other on the I-710 Freeway embankment. The soundwall will serve as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway. Additional improvements include a pedestrian path, landscaping, irrigation and peripheral improvements.

On December 10, 2019, the City Council awarded Contract No. 3566 to Ortiz Enterprises Inc. (Ortiz) in the amount of \$6,692,129 for the construction of the Soundwalls Project. The City Council also authorized the City Manager to administratively approve change orders up to \$750,000.

During construction, the contractor found that the irrigation system shown on the plans were incomplete and required revision from the engineer of record; Transystems. As such, the City requested Transystems to revise the design of the irrigation system to include the missing irrigation improvements.

Ortiz provided the City with a proposal to construct the additional irrigation system improvements. The work involves hand trenching in a narrow planter, additional pipes, valves, plants, sprinkler heads, bubblers, pipes, quick couplers, miscellaneous irrigation items and landscaping (see attached Change Order).

Change Order No. 1 was negotiated to a grand total of \$116,002.20. This includes \$26,921.42 for the irrigation system improvements and landscaping near the City soundwall and \$89,080.78 for the irrigation system improvements and landscaping near the Caltrans soundwall.

Construction of the project is scheduled to be completed on August 31, 2021. It is estimated that the project will be completed about \$400,000 under the overall budget.

ATTACHMENTS:

- A. Contract Change Order No. 1
- B. Agenda Bill for Award of Construction (December 10, 2019)
- C. Revised Irrigation Plans

**AGREEMENT FOR THE CONSTRUCTION OF THE OF RETAINING WALL NO. 945
AND SOUNDWALL NO. 949, CALTRANS CONTRACT 07-298014, CITY PROJECT
NO. 587-ST; AND THE CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937,
CITY PROJECT NO. 547-ST, BETWEEN
THE CITY OF SOUTH GATE AND ORTIZ ENTERPRISES INC.**

This Agreement for the construction of the of retaining wall No. 945 and soundwall No. 949, Caltrans contract 07-298014, City project No. 587-ST; and the construction of soundwall No. 935 and No. 937, City project No. 547-ST ("Agreement"), is made and entered into on December 10, 2019, by and between the City of South Gate, a municipal corporation ("City"), and Ortiz Enterprises Inc., a California corporation, License No. 467088 ("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 Construction of the of retaining wall No. 945 and soundwall No. 949, Caltrans Contract 07-298014, City project No. 587-ST; and the construction of soundwall No. 935 and No. 937, City project No. 547-ST

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 **Six Million Six Hundred Ninety Two Thousand One Hundred Twenty Nine and Zero Cents (\$6,692,129.00)** as 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

Contract No. **3566**

City's Director of Public Works, and shall complete all work within **Three Hundred (300) working 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.

Contract No.

ARTICLE VI**EFFECTIVE DATE**

This Agreement is effective on December 10, 2019.


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: 
Belén Bernal, Mayor

Dated: 12/10/2019

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

ORTIZ ENTERPRISES INC.:

By: 
Patrick Ortiz, President

Dated: 12-5-2019

ARTICLE VI

EFFECTIVE DATE

This Agreement is effective on December 10, 2019.

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 Belén Bernal, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

ORTIZ ENTERPRISES INC.:

By: _____
Patrick Ortiz, President

Dated: 12-5-2019

Contract No. **3566**

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: 12-5-2019

CONTRACTOR:
ORTIZ ENTERPRISES INC.

By: 
Patrick Ortiz, President

ATTEST:

By: Crystal Kinade
Signature

Administrative Assistant.
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: \$5,000,000 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: \$5,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$5,000,000 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.

Performance Bond No. 0207823
Premium: \$31,519.00
*Premium subject to change based on
final contract price.

Contract No.

**CONSTRUCTION OF THE OF RETAINING WALL NO. 945 AND SOUNDWALL NO. 949,
CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST; AND THE
CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST**

FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to Ortiz Enterprises Inc.
("Contractor" herein) a Contract for:

**CONSTRUCTION OF THE OF RETAINING WALL NO. 945 AND SOUNDWALL NO. 949,
CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST; AND THE
CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST; and**

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 Berkley Insurance Company as Surety,
are held and firmly bound unto the City in the penal sum of **Six Million Six Hundred Ninety
Two Thousand One Hundred Twenty Nine and Zero Cents (\$6,692,129.00)** 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.

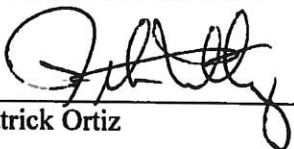
As a part of the obligation secured hereby, and in addition to the face amount specified,
costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees,
incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included
in any judgment 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.

Contract No.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

**CONTRACTOR:
ORTIZ ENTERPRISES INC.**

By: 
Patrick Ortiz

Title: President

6 Cushing, Irvine, CA 92618
(Type address of Contractor)

Berkley Insurance Company
(Type name of Surety)

412 Mt. Kemble Ave., Suite 310N

Morristown, NJ 07960
(Type address of Surety)

By: 
(Signature of authorized officer)
John G. Kookootsedes

Attorney-In-Fact
(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *John G. Kookootsedes; or Mark D. Walling of Infinity Assurance Group d/b/a LAG Insurance Services of Irvine, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of April, 2019.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 24th day of April, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 8th day of January, 2020.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

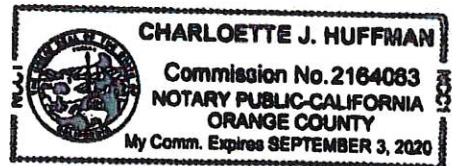
On January 8, 2020 before me, Charloette J. Huffman, Notary
(insert name and title of the officer)

personally appeared John G. Kookootsedes
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Charloette J. Huffman (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On January 15, 2020 before me, Crystal Pineda, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Patrick A. Ortiz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Crystal Pineda
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Contract No.

**CONSTRUCTION OF THE OF RETAINING WALL NO. 945 AND SOUNDWALL NO. 949,
CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST; AND THE
CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST**

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded to Ortiz Enterprises Inc., ("Contractor" herein) a Contract for the work described as follows:

**CONSTRUCTION OF THE OF RETAINING WALL NO. 945 AND SOUNDWALL NO. 949,
CALTRANS CONTRACT 07-298014, CITY PROJECT NO. 587-ST; AND THE
CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST**

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 Six Million Six Hundred Ninety Two Thousand One Hundred Twenty Nine and Zero Cents (\$6,692,129.00) 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.

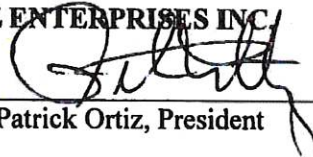
Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension 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 January 8, 2020.

Contract No.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

CONTRACTOR:
ORTIZ ENTERPRISES INC.

By: 
Patrick Ortiz, President

6 Cushing, Irvine, CA 92618
(Type address of Contractor)

Berkley Insurance Company
(Type name of Surety)

412 Mt Kemble Avenue, Suite 310N

Morristown, NJ 07960
(Type address of Surety)

By: 
(Signature of authorized officer)
John G. Kookootsedes

Attorney-In-Fact
(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint *John G. Kookootsedes; or Mark D. Walling of Infinity Assurance Group d/b/a LAG Insurance Services of Irvine, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of April, 2019.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 24th day of April, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C Rundracken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney, that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 8th day of September, 2020.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

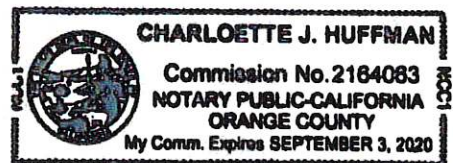
State of California
County of Orange

On January 8, 2020 before me, Charloette J. Huffman, Notary
(insert name and title of the officer)

personally appeared John G. Kookootsedes
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Charloette J. Huffman (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

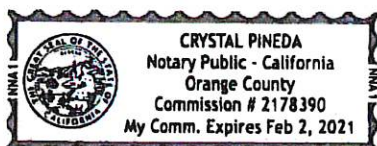
On January 15, 2020 before me, Crystal Pineda, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Patrick A. Ortiz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Crystal Pineda
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/04/2019

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Irvine CA office 17875 Von Karman Avenue, Suite 300 Irvine CA 92614 USA	CONTACT NAME: PHONE (A/C. No. Ext): (949) 608-6300 FAX (A/C. No.): (949) 608-6459 E-MAIL ADDRESS:														
INSURED Ortiz Enterprises, Inc. 6 Cushing Suite 200 Irvine CA 92618 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Old Republic General Ins Corp</td><td>24139</td></tr><tr><td>INSURER B: American Guarantee & Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic General Ins Corp	24139	INSURER B: American Guarantee & Liability Ins Co	26247	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 570079417777

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			A1CG04361801	10/01/2019	10/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A1CA04361801	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION			AUC107158802	10/01/2019	10/01/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A1CW04361801	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

Re: Southgate Job #217.
The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein is Primary and Non-contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of South Gate 8650 California Avenue South Gate CA 90280 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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OLD REPUBLIC GENERAL INSURANCE CORPORATION

CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us **Thirty (30)** days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us **Ten (10)** days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Named Insured	ORTIZ ENTERPRISES, INC.		
Policy Number	AICG04361801	Endorsement No.	000
Policy Period	10/01/2019 to 10/01/2020	Endorsement Effective Date:	10/01/2019
Producer's Name:	AON RISK INSURANCE SERVICES WEST, INC.		
Producer Number:	4P49		

AUTHORIZED REPRESENTATIVE

DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us **Thirty (30)** days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us **Ten (10)** days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Named Insured	ORTIZ ENTERPRISES, INC.		
Policy Number	A1CA04361801	Endorsement No.	000
Policy Period	10/01/2019 to 10/01/2020	Endorsement Effective Date:	10/01/2019
Producer's Name:	AON RISK INSURANCE SERVICES WEST, INC.		
Producer Number:	4P49		

AUTHORIZED REPRESENTATIVE

DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CANCELLATION PROVISION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

Part Six - Conditions, Item D. Cancellation, Number 2, is changed to read:

2. We may cancel this policy. We must mail or deliver to you not less than 60 days advance written notice stating when the cancellation is to take effect, unless cancellation is for nonpayment of premium, in which event our obligation is mailing not less than 10 days prior to the effective date of cancellation. Mailing notice to you at your mailing address shown in Item 1 on the Information Page will be sufficient to prove notice.

Named Insured	ORTIZ ENTERPRISES, INC.		
Policy Number	A1CW04361801	Endorsement No.	000
Policy Period	10/01/2019 to 10/01/2020	Endorsement Effective Date:	10/01/2019
Producer's Name:	AON RISK INSURANCE SERVICES WEST, INC.		
Producer Number:	04P49		

AUTHORIZED REPRESENTATIVE

DATE

POLICY NUMBER: A1CA04361801

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ORTIZ ENTERPRISES, INC.

Endorsement Effective Date: 10/01/2019

SCHEDULE

Name Of Person(s) Or Organization(s): WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
THE OWNER AND CONTRACTOR, IF REQUIRED BY THE TERMS OF A WRITTEN CONTRACT THAT WAS FULLY EXECUTED PRIOR TO THE DATE OF THE "OCCURRENCE", AND ANY OTHER PERSONS OR ENTITIES SPECIFICALLY REQUIRED BY, AND IDENTIFIED BY NAME IN, THAT SAME CONTRACT.	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
THE OWNER AND CONTRACTOR, IF REQUIRED BY THE TERMS OF A WRITTEN CONTRACT THAT WAS FULLY EXECUTED PRIOR TO THE DATE OF THE "OCCURRENCE", AND ANY OTHER PERSONS OR ENTITIES SPECIFICALLY REQUIRED BY, AND IDENTIFIED BY NAME IN, THAT SAME CONTRACT.	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)
Or Organization(s):**

Location(s) of Covered Operations

Where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	ORTIZ ENTERPRISES, INC.		
Policy Number	A1CG04361801	Endorsement No.	000
Policy Period	10/01/2019 to 10/01/2020	Endorsement Effective Date:	10/01/2019
Producer's Name:	AON RISK INSURANCE SERVICES WEST, INC.		
Producer Number:	4P49		

AUTHORIZED REPRESENTATIVE

DATE

CG EN GN 0029 09 06



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
01/28/2020

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

AGENCY Aon Risk Insurance Services West, Inc. Irvine CA Office 17875 Von Karman Avenue, Suite 300 Irvine CA 92614 USA		PHONE (A/C, NO, Ext): (949) 608-6300	COMPANY Everest Indemnity Insurance Company	
FAX (A/C No): (949) 608-6459	E-MAIL ADDRESS:			
CODE	SUB CODE			
AGENCY CUSTOMER ID #: 570000066284				
INSURED Ortiz Enterprises, Inc. 6 Cushing Suite 200 Irvine CA 92618 USA		LOAN NUMBER	POLICY NUMBER	IM1ML00033201
		EFFECTIVE DATE 01/15/2020	EXPIRATION DATE 03/15/2021	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

Holder Identifier:

570080342395

Certificate No:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Re: Southgate Job #217, I-170 South Gate CA 90280 South Gate, CA.

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

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

COVERAGES/PERILS/FORMS		AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage	Property Damage	\$ 6,692,129	

REMARKS (Including Special Conditions)

Cause of Loss All Risk.

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS City of South Gate 8650 California Avenue South Gate CA 90280 USA	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE		<i>Aon Risk Insurance Services West, Inc.</i>	

ACORD 27 (2016/03)

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ATTACHMENT D: BUDGET SUMMARY AND SUMMARY OF CHANGE ORDERS

Soundwall Project City Project No. 587-ST and 547-ST	
CIP Account No. 311-790-31-9571	
Project Service	Metro Measure R \$8,900,000
Project Design Phase (by Metro)	\$0.00
Original Construction Contract	\$6,692,129
Contract Change Order No. 1	\$116,002
Contract Change Order No. 2	\$37,956
Contract Change Order No. 3	\$106,911
Contract Change Order No. 4	\$125,927
Contract Change Order No. 5, Reconciliation of Quantities; (\$574,463 - \$105,449)	-\$469,014
Other Services	
Right-of-Way Acquisition	\$121,000
Electrical Work	\$25,328
Construction Management (CM) & Inspection Contract	\$665,866
CM and Inspection Amendment No. 1	\$141,175
CM and Inspection Amendment No. 2	\$107,910
Construction Support	\$45,000
Construction Support Amendment No. 1 (amount Spent)	\$15,153
*Project Management/Staff Time	\$300,000
Subtotal Other Services	\$1,421,432
Total	\$8,031,343

* Estimated amounts to be determined after the contract documents are finalized.

APR 05 2022

2:55pm

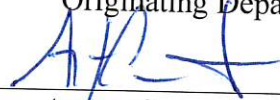
City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: April 12, 2022Originating Department: Public Works

Department Director:


 Arturo Cervantes

Interim City Manager:


 Chris Jeffers

SUBJECT: NOTICE OF COMPLETION FOR THE CONSTRUCTION OF THE PARK LIGHTING & ENERGY EFFICIENCY UPGRADES PROJECT, CITY PROJECT NO. 588-PRK, FEDERAL HUD NO. 673

PURPOSE: Construction of the subject project (Park Lighting Project) is complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the project and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS: The City Council will consider:

- Accepting completion of construction, effective March 7, 2022, of the Park Lighting & Energy Efficiency Upgrades Project, City Project No. 588-PRK, Federal Hud No. 673, constructed by Express Energy Services, Inc.; and
- Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: The Park Lighting Project is budgeted in the amount of \$336,000 in Account No. 311-790-39-9468, of which \$236,000 are derived from CDBG Funds and \$100,000 from the General Fund. The final construction cost was \$193,325, inclusive of one change order. The final project expenditures are summarized below.

Project Budget	CDBG	General Fund	Total
Design Phase	\$14,393		\$14,393
Construction Contract No. 2021-68-CC	\$186,002		\$186,002
Contract Change Order No. 1	\$7,323		\$7,323
Construction Inspection Contract No. 2021-42-AC		\$19,980	\$19,980
Staff Time and Misc. Expenses	\$28,282	\$33,150	\$61,432
*Un-programmed Funds		\$46,870	\$46,870
Total	\$236,000	\$100,000	\$336,000

* Project expenditures will be incurred until the administrative aspects of the project, such as processing the final invoices, are completed.

ANALYSIS: Construction of the Park Lighting Project is complete, and staff is preparing to release the final payment to Express Energy Services, Inc. The Public Contract Code establishes

requirements that the City must abide to prior to releasing the final payment on construction projects. The Notice of Completion provides written notice to concerned parties that all work on the project has been completed. The Notice of Completion initiates the 35-day period within which concerned parties may exercise their lien rights for the work they performed on the Project. The City may use a part, or all, of the 5% retention payment to settle any liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release the retention and any remaining amount due to the Contractor.

BACKGROUND: The Park Lighting Project is a part of the Capital Improvement Program which upgraded the lighting at South Gate Park to enhance safety and address issues of deferred maintenance. It replaced 250 lights with energy efficient lighting technology known as light-emitting diode (LED). The Park Lighting Project entailed retrofitting the security post top walkway lighting with LED fixtures throughout South Gate Park; replacing the exterior perimeter lighting fixtures for the Sports Center, Girls Club House, and Municipal Auditorium buildings with LED fixtures; replacing the tennis and basketball court lights with LED fixtures; and upgrading the interior lighting in the South Gate Park Municipal Auditorium.

On May 25, 2021, the City Council awarded construction contract No. 2021-68-CC to Express Energy Services, Inc., in the amount of \$186,002. Construction began on September 20, 2021 and was accepted by City staff on March 7, 2022. The Contractor has met all the contract obligations. Work was performed in accordance with the approved specifications with acceptable quality and workmanship.

The final construction contract amount is \$193,325, inclusive of one City-initiated contract change order. Contract Change Order No.1 was in the amount of \$7,323. The change order was initiated to substitute the recessed lights specified in the plans for the municipal auditorium because they were not compatible with existing light equipment.

The change order was approved administratively in accordance with South Gate Municipal Code Section 1.54.610 (Approval of modifications and change orders).

The City Council may now accept the Park Lighting Project as complete. The Notice of Completion can now be filed with the Los Angeles County Registrar Recorder's Office.

ATTACHMENTS: A. Notice of Completion
B. Change Order No. 1

GD:lc

RECORDING REQUESTED BY

AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any Interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue	In Fee
	South Gate, CA 90280	

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)
4 A work of improvement on the property hereinafter described was COMPLETED ON March 7, 2022
5 The name of the CONTRACTOR, if any, for such work of improvement was Express Energy Services, Inc., 11278 Los Alamitos Blvd, Suite 140, Los Alamitos, CA 90720.
6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

PARK LIGHTING & ENERGY EFFICIENCY UPGRADES PROJECT, CITY PROJECT NO. 588-PRK, FEDERAL HUD NO. 673

- 7 The street and address of said property is: 4900 Southern Avenue Dated: _____
South Gate, CA 90280
8 Signature of } _____

Owner or Owners Al Rios, Mayor
City of South Gate

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above



City of South Gate, Public Works Department
Contract Change Order

Date November 10, 2021 Change Order No. 01

Account/Contract No. 2021-68-CC

Contractor: Express Energy Services, Inc.

Account Code 311-790-39-9468

Contract Date: May 25, 2021

Account Code

Plan Reference : PARK LIGHTING & ENERGY EFFICIENCY UPGRADES, CITY PROJECT NO. 588-PRK

Change Order Amount : \$7,322.49 Extension of Contract, if warranted _11_ working days

Reason for Change:

City specified Maxlite Can Light did not work with the site. Have to order a Triac dimming can light which is not common or readily available.

Description of Change:

Switch from Maxlite Can Light to LUMTECH TRIAC dimming LED-ARFK8-G2-44-840-UZTD/LEDT-R84-HC-WH

Increase of \$7,322.49. Extension requested due to possible lead time of fixtures.

Original Contract Amount	\$ 186,001.57
Total of previous authorized Change Orders	\$ -
New Change Order Amount	\$ 7,322.49
New Contract Amount	\$ 193,324.06

The Changes described above are hereby authorized.

Approved: November 10, 2021

Project Engineer

Express Energy Services, Inc.

Assistant City Manager/Director of Public Works

Original - Project File

CC: - Express Energy Services, Inc.
- Public Works Department

Walters Wholesale Electric Company
ENERGY MANAGEMENT DIVISION
200 N Berry St, Brea, CA 92821 (714)784-1843 Fax (714)784-1339

To: EXPRESS ENERGY

Date: 11-01-21

Experation Date: _____

Job: SOUTHGATE LUMTECH

Total \$ 9,815.59

Walters will not be responsible for any failure to perform, or delay in performance of, its obligations resulting from Force Majeure events, including but not limited to the COVID-19 pandemic, and buyers shall not be entitled to any damages resulting thereof, as more fully described in Walters' website terms and conditions found at <https://www.walterswholesale.com/customer-sale-terms-conditions>, and which are incorporated by reference herein.

Walters will not be responsible for any failure to perform, or delay in performance of, its obligations resulting from Force Majeure events, including but not limited to the COVID-19 pandemic, and buyers shall not be entitled to any damages resulting therefrom.

6

Walters Wholesale Electric Company
ENERGY MANAGEMENT DIVISION
 200 N Berry St, Brea, CA 92821 (714)784-1843 Fax (714)784-1339

Product Quotation

To: **EXPRESS ENERGY**

Date: **Aug-25-21**

Expiration Date: **9/25/2021 0:00**

Job: **SOUTHGATE MAXLITE**

Item no.	qty	part number	DESCRIPTION	unit sell	extended sell
1	49	RREC084040W/V2	8" CAN LIGHTS	\$ 47.22	\$ 2,313.78
2				\$ -	
3				\$ -	
4				\$ -	
5				\$ -	
6			** FREIGHT MAY FOLLOW **	\$ -	
7				\$ -	
				TAX TO ZIP 92801	\$ 179.32

Total \$ 2,493.10

By Walters Wholesale Electric: Tracey Deep

Walters will not be responsible for any failure to perform, or delay in performance of, its obligations resulting from Force Majeure events, including but not limited to the COVID-19 pandemic, and buyers shall not be entitled to any damages resulting thereof, as more fully described in Walters' website terms and conditions found at <https://www.walterswholesale.com/customer-sale-terms-conditions>, and which are incorporated by reference herein.

Prices Subject to Change. Quote is Valid for 48 hours unless otherwise noted. Quote based for immediate release and quantities given. This quote is based upon Walters or Mfg. representative interpretation of quote request. It is the contractor's responsibility to confirm that this quote meets job requirements / TITLE 24 COMPLIANCE. Lamps not included with fixtures unless noted. This quotation acceptable on approved credit only. This quote does not include sales tax. FOB Origin, Prepaid Freight, returns, and other order qualifications per mfg. terms. All returns subject to mfg. terms. Materials must be in original packaging, in resalable condition, and in full case quantities. Returns can be subject to restocking charges. Returns for customer products or special orders may be non-returnable. Walters's terms and conditions will apply to all orders. Any deviation voids this quote. Please include a copy of this quote when ordering.

Walters will not be responsible for any failure to perform, or delay in performance of, its obligations resulting from Force Majeure events, including but not limited to the COVID-19 pandemic, and buyers shall not be entitled to any damages resulting therefrom.

This is not an offer or a contract it's merely a quote for a current price.

APR 06 2022

1:30 pm

City of South Gate

CITY COUNCIL

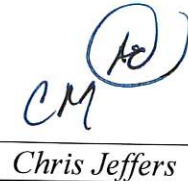
AGENDA BILL

For the Regular Meeting of: April 12, 2022Originating Department: Public Works

Department Director: _____


 Arturo Cervantes

Interim City Manager: _____


 Chris Jeffers

SUBJECT: NOTICE OF COMPLETION OF THE "GARFIELD AVENUE, FROM SOUTH CITY LIMIT TO JEFFERSON AVENUE, AND IMPERIAL HIGHWAY, FROM WEST CITY LIMIT TO EAST CITY LIMIT" 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) AND CHANGE ORDER NOS. 7 AND 8 TO CONTRACT NO. 2020-43-CC

PURPOSE: Construction of the subject project, hereon referred to as the Consolidated Project, is complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the project and issue public notice of such, prior to releasing the retention payment. It is also necessary to approve Contract Change Order ("CCO") Nos. 7 and 8 to adjust the contract quantities to align with the quantities of work performed in the field.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Accepting completion of construction of the "Garfield Avenue, from south City limit to Jefferson Avenue and Imperial Highway, from west City limit to east City limit" improvements, City Project No. 413-ST, Federal Project No. STPL-5257(030), effective April 8, 2022;
- b. Accepting completion of construction of the "Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median," City Project No. 496-ST, Federal Project No. HSIPL-5257(032) completed by Sequel Contractors, Inc., effective April 8, 2022;
- c. Directing the City Clerk to file the Notice of Completion with Los Angeles County Registrar Recorder's Office;
- d. Approving Contract Change Order No. 7 to Contract No. 2020-43-CC with Sequel Contractors, Inc., which was necessary to fund additional improvements and to adjust the construction bid quantities for the "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)" to reduce the amount of the contract by \$75,224;
- e. Approving Contract Change Order No. 8 to Contract No. 2020-43-CC with Sequel Contractors, Inc., which was necessary to adjust the construction bid quantities for the "Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032)" in an amount not-to-exceed \$2,862; and
- f. Authorizing the Assistant City Manager/Director of Public Works to execute Contract Change Order Nos. 7 and 8 to Contract No. 2020-43-CC.

FISCAL IMPACT: There is no fiscal impact to the General Fund. CCO Nos. 7 and 8 are budgeted in the Capital Improvement Program as summarized on the following page. The revised construction

contract amount is \$7,142,995, inclusive of CCO Nos. 1 through 8. The Consolidated Project is funded with \$10,088,997, as summarized in Attachment "E."

Change Order Summary			
	City Project No. 413-ST	City Project No. 496-ST	
	Prop C	Measure R	Total
Account No.	311-790-31-9433	311-790-31-9457	
CCO No. 7	(\$75,224)		\$(75,224)
CCO No. 8		\$2,862	\$2,862
Total	(\$75,224)	\$2,862	\$(72,362)

ALIGNMENT WITH COUNCIL GOALS: The Consolidated Project meets the City Council's goal for "Continuing Infrastructure Improvements."

ANALYSIS: Construction of the Consolidated Project is complete, and staff is preparing to process the final payment for construction services to Sequel Contractors, Inc. (Sequel). The Public Contract Code establishes requirements that the City must abide to prior to releasing the final payment on construction projects. The Notice of Completion provides written notice to concerned parties that all work on the project has been completed. The Notice of Completion initiates the 35-day period within which concerned parties may exercise their lien rights for the work they performed on the Project. The City may use a part or all the 5% retention payment to settle any liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release the retention and any remaining amount due to the Contractor.

CCO Nos. 7 and 8 require approval to close out the contract. These change orders were necessary to, (a) adjust the construction bid quantities to align with the quantities of work performed in the field, and (b) to fund additional improvements which were necessary to address field issues which required changes to the design and construction. In summary, CCO Nos. 7 and 8 includes \$190,745 in additional costs and \$263,107 in deducted work, with a summary following:

- CCO No. 7 - This change order includes, (a) \$62,241 for additional improvements, (b) \$82,574 to fund construction quantity increases, and (c) a reduction of \$220,039 to deduct construction quantity decreases, for a net contract reduction of \$75,224. The additional improvements included additional pavement markings to meet standards; relocating a service cabinet at Garfield Avenue and Main Street for safety reasons; and installing and upgrading lighting on Garfield Avenue and Imperial Highway.
- CCO No. 8 - This change order includes \$45,930 to fund construction quantity increases, and a reduction of \$43,068 to deduct construction quantity decreases, for a net contract reduction of \$2,862. The change order is needed to reconcile the difference between the contract bid quantities and the quantity of work constructed in the field.

Contract No. 2020-43-CC required that a 5% retention be held from construction invoices prior to payment. The total retention amount held was \$357,150. Public Contract Code section 7107(c) requires the City to release the retention amount within 60 days after completion of the work. The work on the Consolidated Project was completed on April 8, 2022. As such, retention was to be released on June 8, 2022. The City and Sequel agreed for 50% of retention to be released (\$178,575) after approval of the Notice of Completion by the City Council, and the balance to be released on June 8, 2022.

BACKGROUND: The Consolidated Project is a part of the Capital Improvement Program. It aims to enhance safety, reduce congestion, address deferred maintenance and for beautification on Garfield Avenue, Imperial Highway and Firestone Boulevard/Otis Street. The improvements for all project segments include pavement rehabilitation, reconstruction of deficient sidewalk, curb and gutter, drive approaches and ADA compliance. Additional improvements in each particular segment are listed below.

- Imperial Highway between the Los Angeles River and east City limit: Installation of a raised center median 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 June 23, 2020, the City Council approved construction Contract No. 2020-43-CC with Sequel Contractors, Inc., in the amount of \$6,283,170 to construct the Consolidated Project. Construction began on October 19, 2020, and was field accepted by City staff on April 7, 2022. City representatives field accepted the constructed improvements. All work was performed in accordance with the approved plans and specifications with acceptable quality and workmanship. Sequel has met all contract obligations.

The current construction contract amount is \$7,142,995 which includes the original contract amount (\$6,283,170) and eight contract change orders (\$859,825), summarized below.

- On March 9, 2021, the City Council approved Change Order No. 1 in the amount of \$275,182, to construct a landscape median, an irrigation system with a remote controller, and conduits for future up-lighting on Garfield Avenue.
- On April 20, 2021, the City Council approved Change Order No. 2 in the amount of \$228,830, to incorporate additional improvements to address design and field issues. These added improvements included (a) upgrade of fire hydrants to meet current standards; (b) installation of new decorative up-lighting and conduit runs on Garfield Avenue and Main Street; (c) improvement of sidewalk and crosswalk; (d) relocation of irrigation for the new fence at the South Gate Middle School; and (e) providing anti-graffiti coating and intermediate arm rest for the bus benches. Improvements on the Hollydale Library property were removed as they were not eligible for funding by project grants.
- On July 27, 2021, the City Council approved Change Order Nos. 3 and 4, in the amounts of \$139,120 and \$81,439, respectively. Change Order No. 3 added improvements that included (a) installation of water service for the new median on Garfield Avenue; (b) modification of the new median at Cortland Street and Garfield Avenue; (c) replacement of the existing metal tree grates with rubberized tree grates; (d) upgrade of safety lighting and service cabinets, and (e) removal of unforeseen, existing fabric in the street pavement. Change Order No. 4 included (a) reconstruction of a walkway and upgrade of underground conduit for the marquee sign on South Gate Middle School; (b) upgrade of the proposed asphalt concrete pavement surfacing materials with rubberized material on Firestone Boulevard between San Miguel Avenue to Otis Street; (c) upgrade of the safety light at Imperial Highway and Amery Avenue; (d) excavation of additional existing concrete pavement for the widening section at Firestone Boulevard and Otis Street, and (e) adjustment of the contract quantities to match the actual quantities constructed in the field.

- On October 12, 2021, the City Council approved Change Order Nos. 5 and 6, in the amounts of \$164,146 and \$43,470, respectively. Change Order No. 5 added improvements to resolve safety and field issues. The improvements included (a) upgrading the proposed decorative up-lighting along Garfield Avenue; (b) repairing deteriorated pavement at the junction streets for safety reasons; (c) providing electrical power to the new irrigation controller for the new median on Garfield Avenue; and (d) adjustment of the contract quantities to match the actual quantities constructed in the field. There was also savings by supplanting materials specified in the plans and specifications. CCO No. 6 included funding costs to relocate an unforeseen waterline and Fire Department connection and upgrade the fire hydrants and water lateral lines at South Gate Middle School.

Construction of the Consolidated Project is complete; therefore, the City Council may now accept the project as complete. The Notice of Completion can now be filed with the Los Angeles County Registrar Recorder's Office.

ATTACHMENTS:

- A. Notice of Completion
- B. Proposed Change Order Nos. 7 and 8
- C. Change Order Nos. 1 thru 6
- D. Contract No. 2020-30-CC
- F. Location Map
- G. Budget Summary

KT:lc

RECORDING REQUESTED BY

AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue	In Fee
	South Gate, CA 90280	

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)

- 4 A work of improvement on the property hereinafter described was COMPLETED ON 04/08/2022

- 5 The name of the CONTRACTOR, if any, for such work of improvement was Sequel Contractors, Inc., 13546 Imperial Highway, Santa Fe Springs, CA 90670.

- 6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

"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)"

- 7 The street and address of said property is: 8620 California Ave, Dated: April 12, 2022
South Gate, CA 90280

- 8 Signature of } _____

Owner or Owners Al Rios, Mayor
City of South Gate

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES }

SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER**

CHANGE ORDER #: 7
PROJECT TITLE: Garfield Ave/Imperial Hwy
CONTRACT #: 2020-43-CC
CONTRACTOR: Sequel Contractors, Inc.

CITY PROJECT #: 413-ST
PURCHASE ORDER #: 5886
CHANGE REQUESTED BY: City of South Gate
DATE OF REPORT: 3/29/2022
Acct. No. 311-790-31-9433

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.
NOTE: This Change Order is not effective until approved by the Engineer.

	Cost	Calendar Days
Original Contract Amount:	\$ 6,283,169.80	150
Previous Change Order Amount:	\$ 932,186.89	10
Contract Change Order Amount: CCO No. 7	\$ (75,223.69)	0
Total Increase to contract (all change orders) to date:	\$ 856,963.20	10
Revised Total Contract Amount:	\$ 7,140,133.00	160
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	13.64%	0.00%

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

		Change in Bid Item Quantities							
Item #	Detailed description	Contract Quantity	Previous Change Orders	THIS Change Orders	Total Adjusted Contract	Unit	Unit Cost	Change Order Cost	Time Extension Working
Schedule A	Garfield Ave and Imperial Hwy								
A-6	Remove PCC Curb Ramp	48	0	-1	47	EA	\$ 350.00	\$ (350.00)	0
A-7	Remove PCC Sidewalk	17,500	0	-2,514	14,986	SF	\$ 2.00	\$ (5,028.90)	0
A-9	Remove PCC Curb and Gutter	215	230	-80	366	LF	\$ 29.00	\$ (2,305.50)	0
A-10	Remove PCC Gutter	60	0	-49	11	LF	\$ 29.00	\$ (1,421.00)	0
A-11	Remove PCC Cross Gutter and/or Return Spandrel	1,435	0	-667	768	SF	\$ 7.00	\$ (4,670.40)	0
A-13	Remove and Reinstall Pavers	915	528	-920	524	SF	\$ 25.00	\$ (22,987.50)	0
A-14	Construct PCC Sidewalk	10,250	648	-517	10,381	SF	\$ 8.00	\$ (4,132.80)	0
A-15	Construct PCC Curb Ramp	48	0	-1	47	EA	\$ 3,700.00	\$ (3,700.00)	0
A-16	Construct PCC Driveway	260	0	-110	150	SF	\$ 20.00	\$ (2,200.00)	0
A-17	Construct PCC Curb & Gutter, Type A2-8	600	229	-456	373	LF	\$ 56.00	\$ (25,536.00)	0
A-18	Construct PCC Gutter	60	0	-49	11	LF	\$ 75.00	\$ (3,675.00)	0
A-19	Construct PCC Cross Gutter and/or Return Spandrel	1,450	143	-682	911	SF	\$ 20.00	\$ (13,644.00)	0
A-21	Unclassified Excavation	1,225	264	0	1,489	CY	\$ 83.00	\$ (13.82)	0
A-22	Uniform Depth Coldmill (Depth Per Plan)	381,520	0	-29,392	352,128	SF	\$ 0.24	\$ (7,054.08)	0
A-23	Cold In-Place Recycle	381,520	0	-29,392	352,128	SF	\$ 1.65	\$ (48,496.80)	0
A-24	Construct Asphalt Concrete Pavement	1,855	134	0	1,989	TON	\$ 92.00	\$ (7.36)	0
A-25	1.5" Asphalt Rubber Hot Mix (ARHM) Surface Course	4,135	624	0	4,759	TON	\$ 98.00	\$ (27.44)	0
A-26	Construct Slurry Seal	2,000	375	0	2,375	SY	\$ 12.00	\$ (2.76)	0
A-27	Double Adjust Existing Manhole Frames and Covers to FG	19	12	2	33	EA	\$ 1,500.00	\$ 3,000.00	0
A-28	Double Adjust Water Valve Box and Cap to Finish Grade	42	17	2	61	EA	\$ 900.00	\$ 1,800.00	0
A-30	Double Adjust Gas Valve To Grade	9	0	-8	1	EA	\$ 900.00	\$ (7,200.00)	0
A-32	Traffic Detector Loop- Type D & E	77	0	-6	71	EA	\$ 450.00	\$ (2,700.00)	0
A-33	Install Sign and Post	11	14	-1	24	EA	\$ 250.00	\$ (250.00)	0
A-35	Install Sign	18	0	26	44	EA	\$ 100.00	\$ 2,600.00	0
A-37	Tree Removal (24")	11	0	-1	10	EA	\$ 1,200.00	\$ (1,200.00)	0
A-42	Install Parkway Concrete Unit Pavers (Garfield)	6,455	0	-94	6,361	SF	\$ 15.00	\$ (1,417.05)	0
A-43	Construct 12" Wide Concrete Banding (Garfield)	1,302	0	-120	1,182	LF	\$ 25.00	\$ (3,000.00)	0
A-49	Furnish and Install Street Trees (Imperial)	11	0	4	15	EA	\$ 2,500.00	\$ 10,000.00	0
A-54	Furnish and Install root Control Barrier	20	0	-20	0	LF	\$ 10.00	\$ (200.00)	0
A-55	Grub and Clear	4,400	0	-178	4,222	SF	\$ 1.50	\$ (267.20)	0
A-56	Soil Preparation	4,400	5,830	-2,658	7,572	SF	\$ 0.50	\$ (1,329.07)	0
A-57	Furnish and Install 2-inch thick Shredded Wood Mulch	30	42	-2	70	CY	\$ 95.00	\$ (199.50)	0
A-58	Furnish and Install 36-inch Box Size Tree	4	0	10	14	EA	\$ 2,500.00	\$ 25,000.00	0
A-59	Furnish and Install 5-gallon Shrub	108	25	177	310	EA	\$ 30.00	\$ 5,310.00	0
A-60	Furnish and Install 1-gallon Shrub	461	100	-77	484	EA	\$ 10.00	\$ (770.00)	0
A-61	Furnish and Install 4-inch Pot Groundcover	1,506	650	357	2,513	EA	\$ 4.00	\$ 1,428.00	0
A-62	Prune Existing Trees (under direction of City Arborist)	6	0	-6	0	EA	\$ 1,000.00	\$ (6,000.00)	0
A-63	Furnish and Install 4"-10" River Cobble	352	300	52	704	SF	\$ 28.00	\$ 1,456.00	0
A-65	Furnish and Install Irrigation Controller Assembly Complete	1	0	1	2	EA	\$ 15,000.00	\$ 15,000.00	0
A-67	Furnish and Install Shut-off valve Assembly w/ Valve Box	3	1	-1	3	EA	\$ 400.00	\$ (400.00)	0
A-68	Furnish Install Quick Coupler Valve Assembly w/Valve Box	3	1	1	5	EA	\$ 350.00	\$ 350.00	0
A-69	Furnish and Install 1-inch Remote Control Valve Assembly	6	0	1	7	EA	\$ 750.00	\$ 750.00	0
A-70	Furnish and Install Drip System Complete Per Plan	4,397	5,000	-1,825	7,572	SF	\$ 5.50	\$ (10,038.22)	0
A-71	Furnish and Install Rain Bird RWS Assembly	14	0	18	32	EA	\$ 65.00	\$ 1,170.00	0
A-73	Furnish and Install 2-inch Sch. 40 PVC Sleeve	105	150	-130	125	LF	\$ 80.00	\$ (10,400.00)	0
A-74	Furnish and Install Misc Size Sch. 40 PVC Lateral Pipe	448	0	889	1,337	LF	\$ 12.00	\$ 10,668.00	0
A-75	Furnish Install 2 1/2" Sch. 40 PVC Control Wire Conduit	383	0	-383	0	LF	\$ 5.00	\$ (1,915.00)	0
A-77	365 Day Maintenance Period	1	0	0	1	LS	\$ 35,000.00	\$ 2,975.00	0
ADD A-9	Furnish and Install 24" Box Tree (Hollydale Library)	2	11	-11	2	EA	\$ 2,500.00	\$ (27,500.00)	0
ADD A-12	AC Pavement Excavation (Hollydale Library)	27	0	0	27	CY	\$ 250.00	\$ 40.00	0
ADD A-13	AC Pavement (Hollydale Library)	54	0	4	58	TON	\$ 250.00	\$ 1,027.50	0

8

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER**

CHANGE ORDER #: 8 CITY PROJECT #: 496-ST
PROJECT TITLE: Firestone Blvd./Otis St. PURCHASE ORDER #: 5886
CONTRACT #: 2020-43-CC CHANGE REQUESTED BY: City of South Gate
CONTRACTOR: Sequel Contractors, Inc. DATE OF REPORT: 3/29/2022
Acct. No. 311-790-31-9457

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.
NOTE: This Change Order is not effective until approved by the Engineer.

	Cost	Calendar Days
Original Contract Amount:	\$ 6,283,169.80	150
Previous Change Order Amount:	\$ 856,963.20	10
Contract Change Order Amount; CCO No. 8	\$ 2,862.36	0
Total increase to contract (all change orders) to date:	\$ 859,825.56	10
Revised Total Contract Amount:	\$ 7,142,995.36	160
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	13.68%	0.00%

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item #	Detailed description	Change in Bid Item Quantities				Unit	Unit Cost	Change Order Cost	Time Extension Working
		Contract Quantity	Previous Change Orders	THIS Change Orders	Total Adjusted Contract				
Schedule B	Firestone Blvd./Otis St. and Imperial Hwy Medians								
B-6	Remove PCC Sidewalk	11,000	0	-76	10,924	SF	\$ 2.00	\$ (151.60)	0
B-9	Remove PCC Pavement	1,200	0	-466	735	SF	\$ 4.00	\$ (1,862.00)	0
B-18	Construct PCC Sidewalk	8,110	9187	-1	17,296	SF	\$ 8.00	\$ (7.52)	0
B-22	Construct PCC Curb, Type A1-8	3,510	3578	20	7,108	LF	\$ 28.00	\$ 560.00	0
B-24	Construct PCC Pavement, 0.67'	5,190	5711	0	10,901	SF	\$ 11.00	\$ (2.97)	0
B-26	Unclassified Excavation	1,040	1406	0	2,446	CY	\$ 83.00	\$ (14.94)	0
B-27	Uniform Depth Coldmill (Depth Per Plan)	17,035	0	4,318	21,353	SF	\$ 0.50	\$ 2,159.00	0
B-28	Construct Asphalt Concrete Pavement	515	0	-13	502	TON	\$ 95.00	\$ (1,220.75)	0
B-29	Construct Type II REAS Slurry Seal	960	0	15	975	SY	\$ 12.00	\$ 183.96	0
B-30	Stamped PCC Paving	400	0	-36	365	SF	\$ 33.00	\$ (1,171.50)	0
B-43	Furnish and Install Class A Top Soil	1,160	0	-331	829	CY	\$ 38.00	\$ (12,563.18)	0
B-44	Furnish and install Root barrier	1,400	0	-300	1,100	LF	\$ 8.00	\$ (2,400.00)	0
B-45	Furnish and install Moisture barrier	3,205	0	-107	3,098	LF	\$ 6.00	\$ (642.00)	0
B-46	Furnish and install 2-inch thick shredded wood mulch	50	0	-50	0	CY	\$ 90.00	\$ (4,500.00)	0
B-47	Furnish and install 24-inch box size tree	57	0	-2	55	EA	\$ 350.00	\$ (700.00)	0
B-50	Decomposed Granite	8,635	0	5,765	14,400	SF	\$ 3.00	\$ 17,295.00	0
B-54	Aluminum Edging	2,415	0	-155	2,260	LF	\$ 9.00	\$ (1,395.00)	0
B-58	Furnish and install Backflow Preventer assembly in cage	1	0	2	3	EA	\$ 2,500.00	\$ 5,000.00	0
B-59	F&I combination basket strainer assembly+valve box	1	0	-1	0	EA	\$ 2,500.00	\$ (2,500.00)	0
B-64	F&I drip irrigation system, include air relief valves complete	7,595	0	-2,234	5,361	LF	\$ 4.00	\$ (8,936.00)	0
B-65	F&I Tree bubbler assembly+Sch. 40 PVC serving laterals	88	0	22	110	EA	\$ 100.00	\$ 2,200.00	0
B-66	Furnish and install 2-inch Schedule 40 PVC mainline	1,650	0	71	1,721	LF	\$ 12.00	\$ 852.00	0
B-67	F&I various sized Schedule 40 PVC lateral line	1,500	0	1,142	2,642	LF	\$ 10.00	\$ 11,420.00	0
B-69	Furnish and install 3" dia SCH 40 PVC mainline sleeving	220	0	12	232	LF	\$ 40.00	\$ 480.00	0
B-70	F&I 1.5" dia SCH 40 PVC control wire sleeving	220	0	12	232	LF	\$ 2.50	\$ 30.00	0
ADD B-4	Project Funding	4	0	-2	2	EA	\$ 2,500.00	\$ (5,000.00)	0
S-19	Irrigation Relocation SGMS	0	1	-1	0	LS	\$ 15,000.00	\$ (15,000.00)	0
S-23	ARHM on Firestone	0	1	-1	0	LS	\$ 19,574.63	\$ (19,574.63)	0
S-21	CMS Conduit Repair	0	1	-1	0	LS	\$ 5,206.05	\$ (5,206.05)	0
		0	0	318	318	TON	\$ 20.82	\$ 6,618.47	0
		0	0	1	1	LS	\$ 2,899.05	\$ (2,899.05)	0
		0	0	1	1	LS	\$ 2,661.86	\$ 2,661.86	0
	Subtotal							\$ 2,862.36	
	Total Cost:							\$ 2,862.36	0
	THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS:							\$ 2,862.36	0

Approval Recommended by:

Amr Abuelhassan, Construction Manager (SouthStar)

Date

Approval Recommended by:

Kenneth Tang, Project Manager

Date

Approval Recommended by:

Deputy City Engineer

Date:

Approved by:

Arturo Cervantes, P.E., Assistant City Manager / Director of Public Works

Date:

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the Contractor, do not sign acceptance of this Order, your attention is directed to the requirements of the Specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Accepted by:

Contractor's Representative

Title:

Date:

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Pg 1 of 1

CITY PROJECT #:	496-ST
PURCHASE ORDER #:	5886
CHANGE REQUESTED BY:	City of South Gate
DATE OF REPORT:	9/29/2021
Acct. No.	311-790-31.9457

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

NOTE: This Change Order is not effective until approved by the Engineer.

	Cost	Calendar Days
Original Contract Amount:	\$ 6,283,169.80	150
Previous Change Order Amount:	\$ 888,717.37	10
Contract Change Order Amount: CCO No. 6	\$ 43,469.52	0
Total increase to contract (all change orders) to date:	\$ 932,186.89	10
Revised Total Contract Amount:	\$ 7,215,356.69	160
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	14.84%	0.00%

Change in Bid item Quantities

Change in Bid Item Quantities									
Item #	Detailed description	Contract Quantity	Previous Change Orders	THIS Change Orders	Total Adjusted Contract	Unit	Unit Cost	Change Order Cost	Time Extension Working
Schedule B S-37	Firestone Blvd./Otis St. and Imperial Hwy Medians Water Lines Reloaction - Field Conflicts	0	0	1	1	LS	\$ 43,469.52	\$ 43,469.52	0
	Subtotal							\$ 43,469.52	
							Total Cost:	\$ 43,469.52	0
THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS:								\$ 43,469.52	0

Date: 11/17/2021

Date:

Pg 1 of 1

CITY PROJECT #:	413-ST
PURCHASE ORDER #:	5886
CHANGE REQUESTED BY:	City of South Gate
DATE OF REPORT:	9/29/2021
Acct. No.	311-790-31-9433

	Cost	Calendar Days
Original Contract Amount:	\$ 6,283,169.80	150
Previous Change Order Amount:	\$ 724,571.16	10
Contract Change Order Amount: CCO No. 5	\$ 164,146.21	0
Total increase to contract (all change orders) to date:	\$ 888,717.37	10
Revised Total Contract Amount:	\$ 7,171,887.17	160
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	14.14%	0.00%

Change in Bid item Quantities

THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS:	\$ 164,146.21	0
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Date: 11/17/2021

Date:

Pg 1 of 1

CITY PROJECT #:	496-ST
PURCHASE ORDER #:	5886
CHANGE REQUESTED BY:	City of South Gate
DATE OF REPORT:	7/11/2021
Acct. No.	311-790-31-9457

	Cost	Calendar Days
Original Contract Amount:	\$ 6,283,169.80	150
Previous Change Order Amount:	\$ 643,132.05	10
Contract Change Order Amount: CCO No. 4	\$ 81,439.11	0
Total Increase to contract (all change orders) to date:	\$ 724,571.16	10
Revised Total Contract Amount:	\$ 7,007,740.96	160
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	11.53%	0.00%

[illegible]

Date: 8/19/2021

Date: 8/19/2021

Date: 8/19/21

Date: 8/23/21

Date: _____

Pg 1 of 1

CITY PROJECT #:	413-ST
PURCHASE ORDER #:	5886
CHANGE REQUESTED BY:	City of South Gate
DATE OF REPORT:	7/11/2021
Acct. No.	311-790-31-9433

	Cost	Calendar Days
Original Contract Amount:		
Previous Change Order Amount:	\$ 6,283,169.80	150
Contract Change Order Amount: CCO No. 3	\$ 504,012.21	10
Total increase to contract (all change orders) to date:	\$ 139,119.84	0
Revised Total Contract Amount:	\$ 643,132.05	10
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	\$ 6,926,301.85	160
	10.24%	0.00%

[illegible]

Date: 8/19/2021

Date: 8/19/2021

Date: 8/19/21

Date: 8/23/21

Date: _____

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER**

Pg 1 of 1

CHANGE ORDER #: 2 **CITY PROJECT #:** 413-ST and 496-ST
PROJECT TITLE: Garfield Ave/Imperial Hwy and Firestone/Otis **PURCHASE ORDER #:** 5886
CONTRACT #: 2020-43-CC **CHANGE REQUESTED BY:** City of South Gate
CONTRACTOR: Sequel Contractors, Inc. **DATE OF REPORT:** 3/26/2021
Acct. No. 311-790-31-9433 and 311-790-91-9457

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.
NOTE: This Change Order is not effective until approved by the Engineer.

Original Contract Amount:	Cost	Calendar Days
Previous Change Order Amount:	\$ 6,283,169.80	150
Contract Change Order Amount: CCO No. 2	\$ 275,181.91	10
Total increase to contract (all change orders) to date:	\$ 228,830.30	0
Revised Total Contract Amount:	\$ 504,012.21	10
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	\$ 6,787,182.01	160
	8.02%	0.00%

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change in Bid Item Quantities										
Item #	Detailed description	Contract Quantity	Previous Change Orders	THIS Change Orders	Total Adjusted Contract	Unit	Unit Cost	Change Order Cost	Time Extension Working	
Schedule A	Garfield Ave and Imperial Hwy									
A-7	Remove PCC Sidewalk	17,500	0	680	18,180	EA	\$ 2.00	\$ 1,360.00	0	
A-8	Remove PCC Driveway	260	0	-260	0	SF	\$ 10.00	\$ (2,600.00)	0	
	Remove PCC Driveway	0	0	614	614	SF	\$ 9.75	\$ 5,986.50	0	
A-9	Remove PCC Curb and Gutter	215	0	-215	0	LF	\$ 29.00	\$ (6,235.00)	0	
	Remove PCC Curb and Gutter	0	0	445	445	LF	\$ 28.00	\$ 12,460.00	0	
A-13	Remove and Reinstall Pavers	915	0	-915	0	SF	\$ 25.00	\$ (22,875.00)	0	
	Remove and Reinstall Pavers	0	0	1,443	1,443	SF	\$ 24.00	\$ 34,632.00	0	
A-14	Construct PCC Sidewalk	10,250	0	648	10,898	SF	\$ 8.00	\$ 5,184.00	0	
A-17	Construct PCC Curb & Gutter	600	0	229	829	LF	\$ 56.00	\$ 12,824.00	0	
A-19	Construct PCC Cross Gutter	1,450	0	143	1,593	SF	\$ 20.00	\$ 2,860.00	0	
ADD A-5	Furnish and Install Bench (Imperial)	11	0	-11	0	EA	\$ 1,200.00	\$ (13,200.00)	0	
	Furnish and Install Bench (Imperial)	0	0	11	11	EA	\$ 1,528.00	\$ 16,808.00	0	
ADD A-7	Grub and Clear Ex. Landscape (Hollydale Library Planters)	1	0	-1	0	LS	\$ 4,000.00	\$ (4,000.00)	0	
ADD A-8	Furnish and Install (6) Parasoleil Panels (Hollydale Library)	1	0	-1	0	LS	\$ 20,000.00	\$ (20,000.00)	0	
ADD A-9	Furnish and Install 24" Box Tree (Hollydale Library)	2	0	-2	0	EA	\$ 2,500.00	\$ (5,000.00)	0	
ADD A-10	Furnish and Install 15 Gal. Shrub (Hollydale Library)	6	0	-6	0	EA	\$ 500.00	\$ (3,000.00)	0	
ADD A-14	PCC Curb & Gutter Removal and Replacement (Library)	105	0	-105	0	LF	\$ 80.00	\$ (8,400.00)	0	
	PCC Curb & Gutter Removal and Replacement (Library)	0	0	148	148	LF	\$ 79.80	\$ 11,810.40	0	
ADD A-16	Uplighting and Recepticle	1	0	-1	0	LS	\$ 200,000.00	\$ (200,000.00)	0	
	Uplighting and Recepticle	0	0	1	1	LS	\$ 260,000.00	\$ 260,000.00	0	
S-15	Remove and Install Curb Drain	0	0	12	12	EA	\$ 800.00	\$ 9,600.00	0	
S-16	Install Pavers at Crosswalk Garfield Ave/Century Blvd.	0	0	1	1	LS	\$ 6,000.00	\$ 6,000.00	0	
S-17	Repair Concrete Bands at Crosswalk on Garfield Ave.	0	0	1	1	LS	\$ 8,000.00	\$ 8,000.00	0	
	Subtotal			1	1	LS	\$ 8,000.00	\$ 8,000.00	0	
								\$ 102,214.90		
Schedule B	Firestone Blvd/Otis St. and Imperial Hwy Medians									
B-7	Remove PCC Driveway	710	0	-710	0	SF	\$ 6.00	\$ (4,260.00)	0	
	Remove PCC Driveway	0	0	890	890	SF	\$ 5.95	\$ 5,295.50	0	
B-13	Remove and Replace Fire Hydrant	1	0	1	2	EA	\$ 20,000.00	\$ 20,000.00	0	
B-17	Remove and Install Curb Drain	1	0	2	3	EA	\$ 800.00	\$ 1,600.00	0	
B-20	Construct PCC Driveway	645	0	-645	0	SF	\$ 13.00	\$ (8,385.00)	0	
	Construct PCC Driveway	0	0	881	881	SF	\$ 12.90	\$ 11,364.90	0	
S-18	Relocate and Upgrade Fire Hydrant Assemblies	0	0	1	1	LS	\$ 86,000.00	\$ 86,000.00	0	
S-19	Relocate Irrigation Conflict at The New Fence	0	0	1	1	LS	\$ 15,000.00	\$ 15,000.00	0	
	Subtotal			1	1	LS	\$ 15,000.00	\$ 15,000.00	0	
								\$ 126,615.40		
							Total Cost:	\$ 228,830.30	0	
THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS:								\$ 228,830.30	0	

Approval Recommended by:

Amr Abuelhassan, Construction Manager (SouthStar)

Date: 6/15/2021

Approval Recommended by:

Kenneth Tang, Project Manager

Date: 7/15/2021

Approval Recommended by:
Jose Loera, P.E., Interim Deputy City Engineer

Date: 5-19-2021

Approved by:

Arturo Cervantes, P.E., Assistant City Manager / Director of Public Works

Date: 7/19/21

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the Contractor, do not sign acceptance of this Order, your attention is directed to the requirements of the Specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Accepted by:

Contractor's Representative

Title:

Date:

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER**

Pg 1 of 1

CHANGE ORDER #: 1
PROJECT TITLE: Garfield Ave/Imperial Hwy and Firestone/Otis
CONTRACT #: 2020-43-CC
CONTRACTOR: Sequel Contractors, Inc.

CITY PROJECT #: 413-ST and 496-ST
PURCHASE ORDER #: 5886
CHANGE REQUESTED BY: City of South Gate
DATE OF REPORT: 2/1/2021

Acct. No. 311-790-31-9433 and 311-790-91-9457

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.
NOTE: This Change Order is not effective until approved by the Engineer.

	Cost	Calendar Days
Original Contract Amount:	\$ 6,283,169.80	150
Previous Change Order Amount:	\$ -	0
Contract Change Order Amount: CCO No. 1	\$ 275,181.91	10
Total increase to contract (all change orders) to date:	\$ 275,181.91	160
Revised Total Contract Amount:	\$ 6,558,351.71	0
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	4.38%	0.00%

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change in Bid Item Quantities									
Item #	Detailed description	Contract Quantity	Previous Change Orders	THIS Change Orders	Total Adjusted Contract	Unit	Unit Cost	Change Order Cost	Time Extension Working
	Segment A - Garfield Ave and Imperial Hwy								
A-2	Mobilization and Demobilization	1	0	-1	0	LS	\$ 100,000.00	\$ (100,000.00)	0
A-2	Mobilization and Demobilization	0	0	1	1	LS	\$ 125,000.00	\$ 125,000.00	0
A-2	Construction Survey, Staking and Re-establish Monuments	1	0	-1	0	LS	\$ 40,000.00	\$ (40,000.00)	0
A-4	Traffic Control/Phasing Plan Preparation & Implementation	1	0	-1	0	LS	\$ 42,700.00	\$ (42,700.00)	0
A-4	Traffic Control/Phasing Plan Preparation & Implementation	0	0	1	1	LS	\$ 300,000.00	\$ (300,000.00)	0
A-56	Soil Preparation	4,400	0	5,830	10,230	SF	\$ 309,406.00	\$ 3,094,060.00	0
A-57	Furnish and Install 2-inch thick Shredded Wood Mulch	30	0	42	72	CY	\$ 29.15	\$ 2,115.00	0
A-59	Furnish and Install 5-gallon Shrub	108	0	25	133	EA	\$ 3.90	\$ 519.00	0
A-60	Furnish and Install 1-gallon Shrub	461	0	100	561	EA	\$ 1.00	\$ 561.00	0
A-61	Furnish and Install 4-inch Pot Groundcover	1,506	0	650	2,156	EA	\$ 4.00	\$ 8,624.00	0
A-63	Furnish and Install 4"-10" River Cobble	352	0	300	652	SF	\$ 28.00	\$ 18,256.00	0
A-66	Furnish and Install Master Valve Assembly w/ Valve Box	1	0	1	2	EA	\$ 400.00	\$ 800.00	0
A-67	Furnish and Install Shut-off valve Assembly w/ Valve Box	3	0	1	4	EA	\$ 400.00	\$ 1,600.00	0
A-68	Furnish and Install Quick Coupler Valve Assembly w/Valve	3	0	1	4	EA	\$ 350.00	\$ 1,400.00	0
A-70	Furnish and Install Drip System Complete Per Plan	4,397	0	5,000	9,397	SF	\$ 5.50	\$ 51,683.50	0
A-73	Furnish and Install 2" Sch 80 PVC Conduit	105	0	150	255	LF	\$ 80.00	\$ 20,400.00	0
A-77	365 Day Maintenance Period	1	0	-1	0	LS	\$ 35,000.00	\$ (35,000.00)	0
A-77	180 Day Maintenance Period	0	0	1	1	LS	\$ 35,000.00	\$ 35,000.00	0
ADD A-9	Furnish and Install 24" Box Trees	0	0	11	11	EA	\$ 2,500.00	\$ 27,500.00	0
S-1	Construct PCC Curb, Type A1-6 complete	0	0	1,466	1,466	LF	\$ 17.98	\$ 26,358.68	7
S-2	Slot Pave	0	0	120	120	TN	\$ 147.42	\$ 17,690.40	1
S-3	Furnish and Install CMB and Grade for PCC Curb	0	0	1	1	LS	\$ 19,177.33	\$ 19,177.33	1
S-4	Top Soil	0	0	500	500	CY	\$ 38.00	\$ 19,000.00	0
S-5	Furnish and install Moisture barrier	0	0	1,466	1,466	LF	\$ 6.00	\$ 8,796.00	0
S-6	Perform connection to water service, hot tap and stub out	0	0	1	1	EA	\$ 4,473.40	\$ 4,473.40	0
S-7	Furnish and install Backflow Preventer assembly in cage	0	0	1	1	EA	\$ 5,000.00	\$ 5,000.00	0
S-8	Furnish and Install 2#8 wires	0	0	1,330	1,330	LF	\$ 1.50	\$ 1,995.00	0
S-9	Furnish and Install 1" Sch 80 PVC Conduit	0	0	665	665	LF	\$ 2.50	\$ 1,662.50	0
S-11	Potable Water Service (1" meter)	0	0	1	1	EA	\$ 4,000.00	\$ 4,000.00	0
S-12	Furnish and install Calsense irrigation controller assembly	0	0	1	1	EA	\$ 15,000.00	\$ 15,000.00	0
S-13	Furnish and Install #5 Pull Box	0	0	14	14	EA	\$ 600.00	\$ 8,400.00	0
S-14	GRC Conduit for Power	0	0	220	220	LF	\$ 85.08	\$ 18,717.60	1
THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS:								\$ 275,181.91	10

Approval Recommended by:

Amr Abuelhassan, Construction Manager (SouthStar) *[Signature]*

Date: 4/15/2021

Approval Recommended by:

Kenneth Tang, Project Manager *[Signature]*

Date: 4/15/2021

Approval Recommended by:

Jose Loera, P.E., Interim Deputy City Engineer *[Signature]*

Date: 7-19-2021

Approved by:

Arturo Cervantes, P.E., Assistant City Manager / Director of Public Works *[Signature]*

Date: 7/19/21

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the Contractor, do not sign acceptance of this Order, your attention is directed to the requirements of the Specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Accepted by:

Contractor's Representative _____
Title: _____

Date: _____

**AGREEMENT FOR 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)**

This Agreement for construction of 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), is made and entered into on June 23, 2020, by and between the City of South Gate ("Owner"), and Sequel Contractors, Inc., California corporate number C1677728 ("Contractor"). The Owner and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

The Owner and the Contractor mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner 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: 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).

Said work shall be performed in accordance with the Contract Documents, 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 Owner.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum shall not exceed Six Million Two Hundred Eighty Three Thousand One Hundred Sixty Nine Dollars and Eighty Cents (\$6,283,169.80) 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, delivery, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner 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 Owner and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Bid Schedule(s), the Bid Security Forms for Check or Bond, this Agreement, Worker's Compensation Insurance Certificate, the Non-Collusion Affidavit, the Specifications, 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 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 of South Gate), the City of South Gate, its consultants and sub-consultants, their respective officers, agents, and employees, 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 Contract. Supplier's obligation to indemnify, defend and save harmless the City of South Gate, its consultants and sub-consultants, and their respective officers, agents and employees, 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, its consultants and sub-consultants and their respective officers, agents, and employees, in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES AND DELIVERY OF MATERIALS TO BE PROVIDED UNDER THIS AGREEMENT.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further

acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the Parties, whether Owner or Contractor, executes said Agreement.

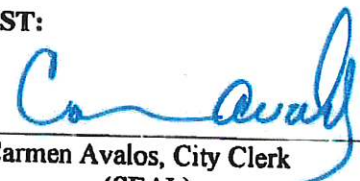
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

CITY OF SOUTH GATE:


By: 
Maria Davila, Mayor

Dated: _____

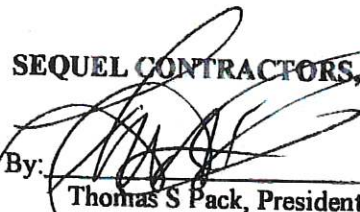
ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

SEQUEL CONTRACTORS, INC.:

By: 
Thomas S Pack, President

Date July 7, 2020

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A

13546 IMPERIAL HWY

SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF SEQUEL CONTRACTORS, INC.

The undersigned being all of the Directors of SEQUEL CONTRACTORS, INC. a California Corporation, do hereby take the following action by this written consent at a meeting of the Board of Directors held on April 4, 2019 in accordance with the Bylaws of the Corporation and the California Corporation Code.

WHEREAS, the Board of Directors deems it advisable to authorize the officers of the Corporation, Abel Magallanes, Thomas S. Pack and Michael A. Mahler, respectively, to execute bid bonds on behalf of the Corporation with any agency, person, company or municipality;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized to execute labor, material, and faithful performance bonds in connection with contracts to be entered into with any agency, person, company or municipality;

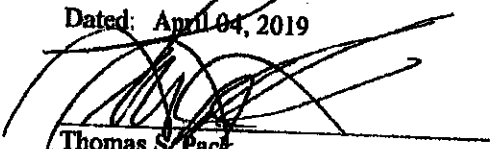
RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized and directed to execute and deliver street improvement contracts and related agreements with any agency, person, company or municipality on such terms conditions as they deem advisable in their sole discretion;


RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized by their sole signatures on any document to bind this corporation to contract, bids, bonds, etc.;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized and directed to take any and all such other actions and execute such other documents as may be necessary or appropriate to carry out the purposes of the foregoing authorizations.

In witness thereof, the undersigned Directors have executed this unanimous written consent to indicate this adoption of the consent of the foregoing resolution and the action set forth therein.

Dated: April 04, 2019


Thomas S. Pack
Director & President


Abel Magallanes
Director, Vice President & Assistant Secretary


Michael A. Mahler
Director & Secretary

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 the Contract.

DATED July 7, 2020

Sequel Contractors, Inc.

CONTRACTOR

By: 

Signature

Thomas S. Pack

President

Title

ATTEST:

By: 

Signature

Michael A. Mahler

Secretary

Title

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA

COUNTY OF

)
) ss.
)

Thomas S. Pack

President

Sequel Contractors, Inc.

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

Thomas S. Pack

President

Title

Subscribed and sworn to before me this 7th day of July, 2020.

SEE ATTACHED

Notary Public

(Attach Notary Certificate)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

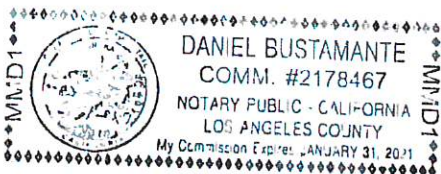
On 7/7/20 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Thomas S. Park, President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**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)**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

Bond No. 107163148

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the South Gate City ("City" herein) has awarded to Sequel Contractors, Inc., California corporate number C1677728 ("Contractor" herein) a contract for:

**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, 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 Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the City in the penal sum of **Six Million Two Hundred Eighty Three Thousand One Hundred Sixty Nine Dollars and Eighty Cents (\$6,283,169.80)**, 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.

Sequel Contractors, Inc.

(Type name of Contractor)

13546 Imperial Highway

Santa Fe Springs, CA 90670

(Type address of Contractor)

By: 

(Signature of authorized officer)

Thomas S. Pack

President

(Title of officer)

Travelers Casualty and Surety Company of America

(Type name of Surety)

21688 Gateway Center Drive

Diamond Bar, CA 91765

(Type address of Surety)

By: 

(Signature of authorized officer)

Douglas A. Rapp

Attorney in Fact

(Title of officer)

APPROVED AS TO FORM:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

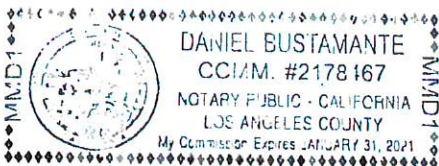
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 7/7/20 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Thomas S. Park, President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On July 07, 2020 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)



TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Douglas A. Rapp, of Aliso Viejo, California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of July, 2020.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

**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)**

100% PAYMENT BOND

Bond No. 107163148

WHEREAS, the City of South Gate, California ("City" herein), has awarded to Sequel Contractors, Inc., California corporate number C1677728, ("Contractor" herein) a Contract for the work described as follows:

**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)**

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 Six Million Two Hundred Eighty Three Thousand One Hundred Sixty Nine Dollars and Eighty Cents (\$6,283,169.80) 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 July 7, 2020.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

Sequel Contractors, Inc.

(Type name of Contractor)

13546 Imperial Highway

Santa Fe Springs, CA 90670

(Type address of Contractor)

By: 

(Signature of authorized officer)

Thomas S. Pack
President

(Title of officer)

Travelers Casualty and Surety Company of America

(Type name of Surety)

21688 Gateway Center Drive

Diamond Bar, CA 91765

(Type address of Surety)

By: 

(Signature of authorized officer)

Douglas A. Rapp
Attorney in Fact

(Title of officer)

APPROVED AS TO FORM:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 7/7/20 before me, _____
Date

Daniel Bustamante, Notary Public

Here Insert Name and Title of the Officer

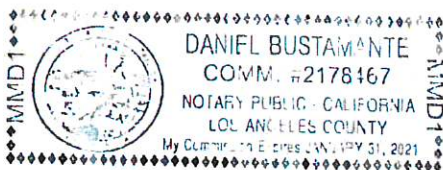
personally appeared Thomas S. Park, President

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Daniel Bustamante

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Signer(s) Other Than Named Above: _____

Number of Pages: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On July 07, 2020 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)



TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Douglas A. Rapp, of Aliso Viejo, California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of July, 2020.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2020

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

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

PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806		CONTACT NAME: Marlene Valencia PHONE (A/C, No, Ext): (714)221-1800 FAX (A/C, No): (714)221-4198 E-MAIL ADDRESS: mvalencia@bbsocal.com												
INSURED Sequel Contractors, Inc. 13546 Imperial Hwy. Santa Fe Springs CA 90670		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Middlesex Insurance Company</td><td>NAIC # 23434</td></tr><tr><td>INSURER B: Navigators Specialty Insurance Company</td><td>36056</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Middlesex Insurance Company	NAIC # 23434	INSURER B: Navigators Specialty Insurance Company	36056	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Middlesex Insurance Company	NAIC # 23434													
INSURER B: Navigators Specialty Insurance Company	36056													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														

COVERAGES

CERTIFICATE NUMBER: 19-20 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		A0138008004	10/01/2019	10/01/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 6,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 1,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Medical payments</td><td>\$ 5,000</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 6,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000	Employee Benefits	\$ 1,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Medical payments	\$ 5,000
EACH OCCURRENCE	\$ 2,000,000																														
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Medical payments	\$ 5,000																														
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		A0138008001	10/01/2019	10/01/2020	<table border="1"><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Medical payments</td><td>\$ 5,000</td></tr></table>	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Medical payments	\$ 5,000																
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			A0138008006	10/01/2019	10/01/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000																				
EACH OCCURRENCE	\$ 5,000,000																														
AGGREGATE	\$ 5,000,000																														
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A0138008005	10/01/2019	10/01/2020	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																
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E.L. EACH ACCIDENT	\$ 1,000,000																														
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																														
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																														
B	Excess Liability			SE19EXCZ0387GIC	10/01/2019	10/01/2020	<table border="1"><tr><td>Each Occurrence</td><td>2,000,000</td></tr><tr><td>Aggregate</td><td>2,000,000</td></tr></table>	Each Occurrence	2,000,000	Aggregate	2,000,000																				
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Aggregate	2,000,000																														

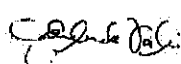
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Sequel Job #569. 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).

The City, officers, officials, employees and volunteers are named as Additional Insured as respects to to General Liability and Auto Liability in regards to the operations of the Named insured if required by written contract. General and Auto Liability are primary and

CERTIFICATE HOLDER

CANCELLATION

South Gate City Public Works Attn: City Engineer 8850 California Ave South Gate CA 90280	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

COMMENTS/REMARKS

noncontributory if required by written contract. 30 Days notice of cancellation if required by written contract.

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	All locations per written contract, agreement or permit Description: All jobs performed that have a written contract, agreement or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: A0138008004

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	All locations and jobs performed that have a written contract, agreement or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 37 04 13

A0138008

Middlesex Insurance Company

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© Insurance Services Office, Inc., 2012

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Page 1 of 1

09/26/2019

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39

POLICY NUMBER: A0138008004

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CG 20 01 04 13

A0138008

Middlesex Insurance Company

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© Insurance Services Office, Inc., 2012

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Page 1 of 1

09/28/2019

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All construction projects away from premise owned by or rented by Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: A0138008001

COMMERCIAL AUTO
CA 76 01 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED - PRIMARY AND
NONCONTRIBUTORY - COVERED AUTOS
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Sequel Contractors Inc

Endorsement Effective Date: 10/01/2019

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in:

- (1) Paragraph A.1. of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph D.2. of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

CA 76 01 06 15

A0138008

Middlesex Insurance Company

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with its permission.

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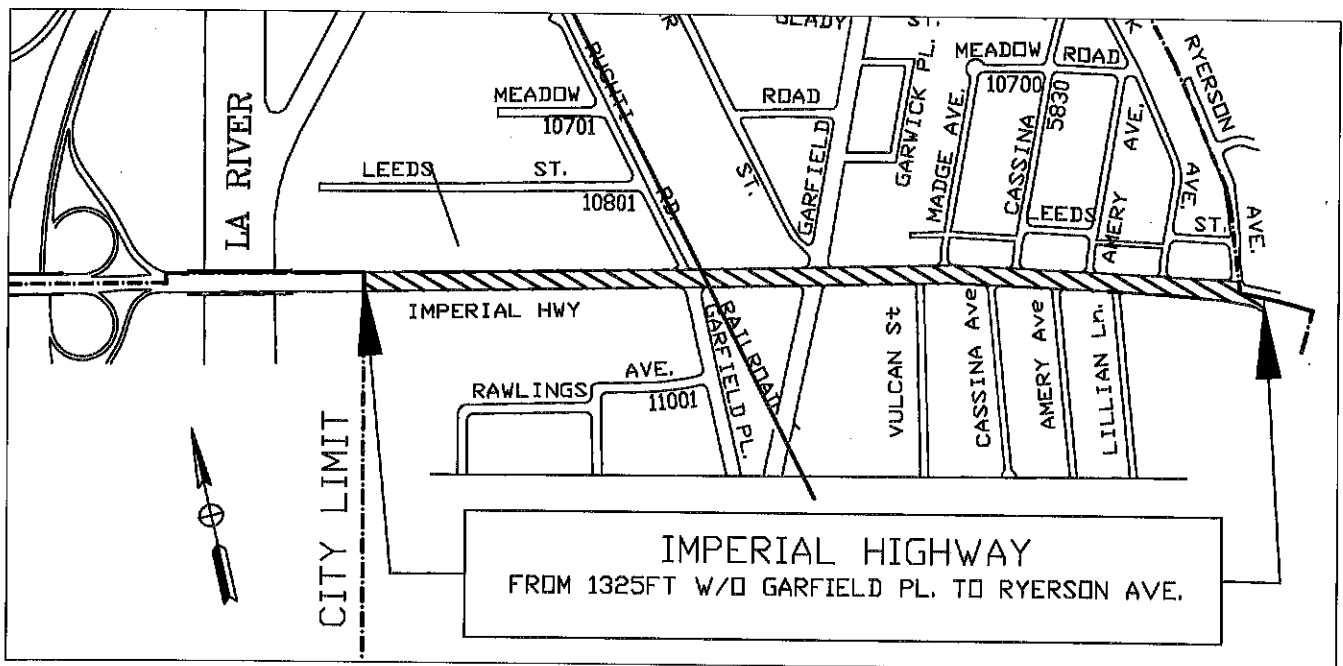
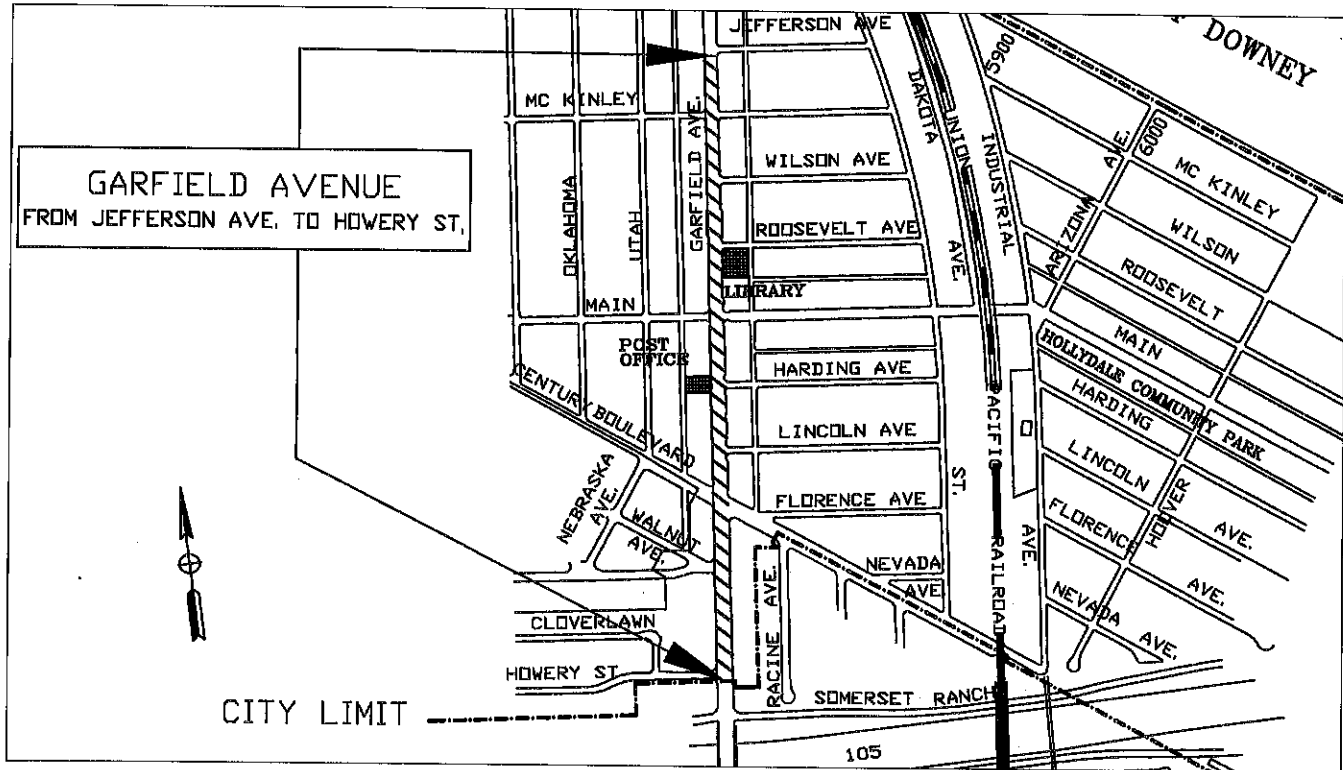
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09/26/2019

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CITY OF SOUTH GATE



LOCATION MAP

FIRESTONE BLVD./OTIS ST. IMPROVEMENTS PROJECT



SAN VICENTE 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

45

ATTACHMENT G - BUDGET SUMMARY

Project Description CIP Account No. City Council Action	Garfield/Imperial, 413-ST, STPL 5257(030) 311-790-31-9433								Firestone/Ode & Imperial Medians, 496-ST, IISPL 5257(32) 311-790-31-9457					Total
	STPL Funds	SID-4 Funds	Prop C Funds	Prop C Funds	TAC- Measure R	TAC- Measure R	General Funds	Water Funds	IISPL Funds	TAC- Measure R	Prop C Funds	Gas Tax	Water Funds	
Paving Sources	\$ 2,278,821	\$ 500,000	\$ 1,960,000	\$ 1,070,660	\$ 200,000	\$ 140,000	\$ 1,850	\$ 100,000	\$ 887,400	\$ 1,815,250	\$ 1,020,000	\$ 4,676	\$ 110,000	\$ 10,088,992
Project Design Phase		\$ 29,050	\$ 605,822	\$ 5,641			\$ 1,850		\$ 151,083		\$ 303,338	\$ 4,676		\$ 1,102,466
Construction Contract	\$ 2,278,821	\$ 465,303	\$ 1,353,178	\$ 45,510				\$ 100,000	\$ 537,510	\$ 1,145,938	\$ 531,910			\$ 6,458,170
CCO No. 1				\$ 144,138	\$ 131,044									\$ 275,182
CCO No. 2				\$ 102,213						\$ 20,615			\$ 106,000	\$ 228,830
CCO No. 3				\$ 45,120		\$ 96,000								\$ 139,120
CCO No. 4										\$ 81,439				\$ 81,439
CCO No. 5		\$ 5,641		\$ 130,936	\$ 27,509									\$ 164,146
CCO No. 6										\$ 39,470			\$ 4,000	\$ 43,470
CCO No. 7				\$ (75,224)										\$ (75,224)
CCO No. 8										\$ 2,862				\$ 2,862
Construction Contingency*				\$ 271,871						\$ 124,286	\$ 143,614			\$ 539,771
Const. Management Contract				\$ 133,035						\$ 242,222	\$ 32,879			\$ 428,136
Amendment 1 (SouthStar)				\$ 12,661	\$ 16,387	\$ 20,000				\$ 34,927				\$ 83,975
Amendment 2 (SouthStar)				\$ 30,000						\$ 47,259				\$ 77,259
Staff Time*				\$ 118,472	\$ 20,000	\$ 24,000			\$ 61,427	\$ 50,559	\$ 6,480			\$ 286,944
Construction Support*				\$ 36,943	\$ 5,000				\$ 17,722	\$ 1,773				\$ 61,438
Total	\$ 2,278,821	\$ 500,000	\$ 1,960,000	\$ 1,019,318	\$ 200,000	\$ 140,000	\$ 1,850	\$ 100,000	\$ 750,020	\$ 1,807,299	\$ 1,020,000	\$ 4,676	\$ 110,000	\$ 9,891,984
Remaining Balance	\$ -	\$ -	\$ -	\$ 50,682	\$ -	\$ -	\$ -	\$ -	\$ 137,380	\$ 8,951	\$ -	\$ -	\$ -	\$ 197,013
Total Project Cost:					\$6,110,671					\$3,833,650				

*Included 10% Contingency

APR 05 2022
8:00 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: April 12, 2022

Originating Department: Office of the City Clerk

Department Director: _____

Carmen Avalos
Carmen Avalos

Interim City Manager: _____

Chris Jeffers
Chris Jeffers

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES

PURPOSE: To historically preserve the events of the City Council Meetings.

RECOMMENDED ACTION: The City Council will consider:

- A. Approving the Special and Regular Meeting minutes of February 22, 2022
- B. Approving the Special Meeting minutes of March 7, 2022

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
AMENDED SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, FEBRUARY 22, 2022**

CALL TO ORDER Al Rios, Mayor called a Regular City Council meeting to order at 5:33 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Al Rios, Vice Mayor Maria del Pilar Avalos, Council Member Maria Davila, Council Member Denise Diaz; and Council Member Gil Hurtado; Interim City Manager Chris Jeffers, City Attorney Counsel Raul F. Salinas

ABSENT Gregory Martinez, City Treasurer

CLOSED SESSION The Council Members recessed into Closed Session at 5:43 p.m. and reconvened at 6:33 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. City of South Gate v. Dominic Petrone

Item 1(a) is a code enforcement case brought on by the city which resulted in a judgement in favor of the city. In closed session the City Council discussed proceedings to take action to move forward with collections on the action and if necessary to acquire the property base on guidance given to the City Manager. The decision to move forward to collect on the judgement including potential acquisition of the property was based on a motion made by Council Member Hurtado and seconded by Council Member Diaz, the vote was 4-0 in favor of it, one abstention by Vice Mayor Avalos. And upon conclusion of the presentation there was no further items discussed in closed session.

OPEN SESSION

1

LEGAL OPERATIONS The City Council adopted Resolution No. 2022-10-CC entitled - A Resolution of the City Council of the City of South Gate, State of California, approving waiver of potential conflict of interest regarding the law firm of AlvaradoSmith, APC that arose recently as a result of a

AMENDED SPECIAL CITY COUNCIL MEETING MINUTES OF FEBRUARY 22, 2022

I LEGAL OPERATIONS CONT'D

consultant being retained by Amazon by motion of Council Member Hurtado and seconded by Council Member Davila.

ROLL CALL: Council Member Davila, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Vice Mayor Avalos, yes; Mayor Rios, no

ADJOURNMENT

Council Member Davila unanimously adjourned the meeting at 6:36 p.m. and seconded Council Member Hurtado.

PASSED and **APPROVED** this 22nd day of March 2022.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, FEBRUARY 22, 2022**

CALL TO ORDER	Al Rios, Mayor called a Regular City Council meeting to order at 6:36 p.m.
INVOCATION	Pastor Marta Moscoso, Faith and Hope Lutheran Church
PLEDGE OF ALLEGIANCE	Evelyn Garcia, Police Lieutenant
ROLL CALL	Carmen Avalos, City Clerk
PRESENT	Mayor Al Rios, Vice Mayor Maria del Pilar Avalos, Council Member Maria Davila, Council Member Denise Diaz; and Council Member Gil Hurtado; City Treasurer Gregory Martinez, Interim City Manager Chris Jeffers, City Attorney Counsel Raul F. Salinas
1 SCHOOLS	The City Council received a PowerPoint presentation by Cerritos College President Dr. Jose Fierro who provided an update on the college.
2 PRESENTATIONS	The City Council presented a Certificate of Appreciation to Monserrat Lino for courageously battling and beating Breast Cancer.
3 PROCLAMATIONS	The City Council issued a Proclamation declaring the month of February 2022, as Black History Month.
4 PROCLAMATIONS	The City Council issued a Proclamation declaring March 3, 2022, as Key Club in South Gate Day.
5 PROCLAMATIONS	The City Council issued a Proclamation declaring the month of March 2022, as American Red Cross Month in the City of South Gate.
6 PROCLAMATIONS	The City Council issued a Proclamation declaring the month of March 2022, as Women's History Month.
7 PROCLAMATIONS	The City Council issued a Proclamation declaring March 6, 2022, as World Lymphedema Day to promote awareness about the disease and support those living with Lymphedema.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 22, 2022

8

MUNICIPAL CODE

The City Council at the conclusion of the public hearing, unanimously waived the reading in full and introduced Ordinance No. 2022-01-CC entitled – An Ordinance of the City Council of the City of South Gate, California, amending Section 8.12.090 (Preferential Parking Districts), of Chapter 8.12 (Stopping, Standing and Parking of Vehicles), to Title 8 (Traffic), of the South Gate Municipal Code by motion of Council Member Davila and seconded by Council Member Diaz.

Roll Call: Council Member Diaz, yes; Council Member Davila, yes; Council Member Hurtado, yes; Vice Mayor Avalos, yes; Mayor Rios, yes

Art Cervantes, Public Works Director provided the presentation for this item.

Janet Garcia is in support of the parking district and the benefits that come from having a parking district but has concerns about the increase from 1 to 2 permits.

Melissa Leon does not want to see changes to the parking districts but would like to see parking enforcement increase.

Rosalia wants to see more streets included in the parking districts.

Virginia Johnson asked about the availability to get a permit in case of an emergency and City Hall is not available, the accessibility of handicap parking in a parking district and the current 72-hour parking requirements for an RV.

Robert Montalvo agrees that safety and cleaner streets is a benefit from having a parking district. He also wants to know what the plans are to further address the City's ongoing parking problems.

Josh Barron stated that the parking district on Beaudine Avenue is a little different than other districts in the City because of East Los Angeles College (ELAC) and wants to know if when the new ordinance goes into effect would it change the current enforcement rules. Will there be additional parking available for houses that have additional dwelling units (ADU).

Liz Ruiz would like clarification on what benefit it would provide applicants to have the approval left to the City Managers discretion. She would also like to see consideration on the part of the City for residents that have narrow driveways.

Mr. Pacheco encourages residents to call parking enforcement when issues occur.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 22, 2022

8
MUNICIPAL CODE
CONT'D

Homer Lopez asked what the plan is for parking on Santa Fe Avenue and Firestone Boulevard when the new ELAC campus opens.

Thania Pena spoke about the traffic and parking issues on Alexander Avenue.

Bobbie Thompson spoke on the parking issues on Firestone Plaza.

Having no one else come forward, Mayor Rios closed the audience portion.

Carmen Avalos City Clerk submitted to Council petitions that were submitted by Maria Rendon regarding parking on Cypress Avenue.

Mr. Cervantes and Mr. Jeffers addressed some of the comments provided by the residents.

Mayor Rios updated the public on the status of parking at the new ELAC campus stating that there will be over 1,000 parking spaces available for students.

Council Member Davila stated that the City's parking problems do not have a one fix for everyone, and we need to keep moving forward.

Council Member Diaz spoke about how parking districts support public safety and clean streets in City.

Vice Mayor Avalos asked if there are any ordinances that pertain to businesses being run out of their homes.

Mr. Jeffers stated there are enforcement tools and it falls under the jurisdiction of the police department.

Council Member Hurtado stated that there is not one solution for all the parking issues and encourages each area to apply if the parking district is what will work for them.

Vice Mayor Avalos asked if the ordinance would include the section including at the City Managers discretion.

Raul F. Salinas, City Attorney stated that he added the verbiage to the ordinance. With past experiences questions came up with the signature gathering for the petition and if they were properly obtained. The language was added to manage expectations and provide operational support if it wasn't properly gathered.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 22, 2022

8

MUNICIPAL CODE
CONT'D

Mr. Jeffers added that the city needs to provide proper instructions on petition form to make it clear for the residents.

9

MUNICIPAL CODE

The City Council at the conclusion of the public hearing approved A & B by motion of Council Member Davila and seconded by Mayor Rios.

Roll Call: Council Member Diaz, yes; Council Member Davila, yes; Council Member Hurtado, no; Vice Mayor Avalos, yes; Mayor Rios, yes

- a. Waived the reading in full and introduced Ordinance No. 2022-02-CC – An Ordinance of the City Council of the City of South Gate, California, adding Section 11.25.110 (Two residential units on the same lot in the NL Zone) and Section 11.25.120 (Floor to area ratios (FAR) and minimum lot size for certain housing development projects) of Chapter 11.25 (Residential neighborhood zones), amending Section 11.31.030 (Definitions), Section 11.31.050 (Incentives), Section 11.31.060 (Affordable housing requirements) and Section 11.31.070 (Affordable housing agreement) of Chapter 11.31 (Density bonus for affordable housing); amending Section 11.43.040 (General provisions) of Chapter 11.43 (Accessory dwelling units and accessory structures); and adding Section 11.50.060 (Additional rules regarding housing development projects and emergency shelters) of Chapter 11.50 (Administration) of Title 11 (Zoning),; and amending Section 12.10.070 (Final map) and adding Section 12.10.080 (Ministerial approval of parcel map for an NL Zone residential lot split) of Chapter 12.10 (Procedures) of Title 12 (Subdivisions) of the South Gate Municipal Code (SGMC), to revise the City's housing ordinances to match recent changes to state housing laws; and
- b. Accepted the determination that the proposed amendment is Exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17.

Yalini Siva, Senior Planner provided the presentation for this item.

Raul F. Salinas, City Attorney noted that for the recommended action we are having the first reading and introduction of the ordinance.

Virginia Johnson asked for clarification on the matter in the staff report stating that the ADU can be sold separately from the main property.

Having no one else come forward, Mayor Rios closed the audience portion.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 22, 2022

9

MUNICIPAL CODE
CONT'D

Meredith Elguira responded to Ms. Johnson's comments.

Council Member Hurtado stated that this is one of those mandates that must be passed, and he hopes that the community understands this. He will be voting against this ordinance to be consistent with his prior decision. SB9 is another state mandate that he does not agree with. He believes there is a time that you have to say no to the state.

Council Member Davila stated that none of the Council Members want to increase the density in our City. She asked the City Attorney if this ordinance must be passed.

Mr. Salinas responded that yes, it is a mandate from the State of California.

Vice Mayor Avalos asked what Councils options are.

Council Member Hurtado stated that it needs to pass, and he wants to at least send a message with his no vote. If the vote was 2 to 2 right now, he would vote in favor of it because it has to pass.

Council Member Hurtado asked if staff could find out if there are any other cities that are opposing this.

Mr. Salinas stated that there are challenges to SB9 that are from cities up North.

COMMENTS FROM
THE AUDIENCE

Carmen Avalos, City Clerk read an email from Thomas Buckley into the record. Mr. Buckley will not be able to attend today's meeting and requested that City Council would make sure that the audio is working correctly so he can listen later.

Virginia Johnson, spoke about the cleanliness of the City and streets. She supports the placing of the City Clerk's position on the ballot for the voters to decide if the position should be elected or hired.

Liz Ruiz spoke about the area on Wright Road and Abbott Road where the sensors do not seem to be working correctly. Ms. Ruiz asked for Council's support for her to apply for Assembly Speaker Anthony Rendon's Environmental Health Board if they feel warranted.

Homer Lopez spoke on SB9 and would like to see the City fight this mandate and support the community. He stated his concerns about various traffic issues in the City, would like to have dog waste containers along

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 22, 2022

COMMENTS FROM

THE AUDIENCE CONT'D the Southern Avenue parks and the homeless problem also along Southern Avenue.

Mario Dominguez is in favor of changing the position of the City Clerk to being hired and not elected.

Mike Ortiz is a small business owner that questioned why Code Enforcement made him take down his banner when the businesses on Tweedy Boulevard have various promotional items and are not made to take them down.

South Gate resident would like to see speed bumps on some of the City streets to help with speeding and spoke on the homeless problem near the 710 Freeway.

Adolfo Varas supports placing the City Clerk's position on the ballot and he also suggested putting the City Treasurer's position on the ballot.

Candice Esquivel supports having the City Clerk's position being hired and suggested putting the City Treasurer's position on the ballot.

Staff responded to the various comments brought before the Council.

REPORTS AND COMMENTS

FROM CITY OFFICIALS Chief stated that there was an assault on Tweedy Boulevard last week. That person was arrested and charged by the District Attorney's Office. The department has issued about 800 speeding tickets over the past few months. On April 2nd the Police Department will be having an Autism Awareness Event at El Paseo.

Council Member Diaz reported that she attended the League of California Cities for the Environmental Quality Committee. She will also be attending the Vector Control Conference next week.

Council Member Hurtado stated that he has been receiving a lot of complaints on illegal dumping, graffiti, and trash. He would like to place an item on the agenda about the defunding of the school police.

Vice Mayor Avalos supported Council Member Hurtado and requested that an item be placed on the agenda about the defunding of the school police.

Vice Mayor Avalos reported that she attended the parking lot sale in South Gate Park. She thanked the JAA for providing the opportunity for these vendors to come out and sell. She also apologized to these vendors for previously not supporting the sale out of an abundance of caution due to the pandemic.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 22, 2022

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Vice Mayor Avalos stated that she wants to discuss an item that is not on today's City Council agenda. On October 26, 2021 an agenda item relating to a proposal to a loan of funds to HUB Cities for the purpose of relocating to South Gate was considered. She stated that she feels the need to have had more information and still wants additional information in order to have made an informed decision as it relates to public funds. That night her vote was intended to be a no however due to various circumstances she ended up recording a yes vote. The Vice Mayor would like the record to reflect that she would like to withdraw her yes vote to a no. She requested guidance from the City Attorney.

Raul F. Salinas, City Attorney stated that as the Vice Mayor correctly noted that the item is not on the agenda so we are not allowed to discuss the item in general but by making her comments tonight it will be noted in the minutes. In general, Mr. Salinas explained that a vote cannot be retracted. The matter was approved on a vote of 3 to 0 and in situations where three members of the council are present, there is a quorum under State law, and a majority is able to pass the approval of a contract. In some cases, you need all three votes but that would not be applicable in an approval of a contract.

Greg Martinez, City Treasurer stated that the Homeless Count is tomorrow, and volunteers are still needed. Mr. Martinez will be going out with officers' tomorrow morning to count various areas, but we still need help with the block-to-block count. Mr. Martinez is in support of keeping the City Clerk and City Treasurers positions elected.

Mr. Salinas added in a situation where you have a quorum of only three council members and two vote to support the measure and one votes against it the item would still pass but if there was a full five-member panel the measure would not pass with two in favor. The rules are different when you have a quorum three council members.

Mayor Rios attended the Padres Unidos meeting and went to South Gate High School. Frito Lay invested in the High School's cafeteria.

CONSENT CALENDAR

Agenda Items 10, 11, 12 and 13 were unanimously approved by motion of Council Member Hurtado and seconded by Council Member Davila. Item 12 was pulled by staff and continued to the City Council Meeting of March 8, 2022.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 22, 2022

10

STREETS

The City Council unanimously adopted Resolution No. 2022-11-CC entitled - A Resolution of the City Council of the City of South Gate, California initiating the annual proceedings for the levy of the Fiscal Year 2022/23 assessments and ordering the preparation of an Engineer's Report for the Street Lighting and Landscaping Maintenance District No. 1 during Consent Calendar.

11

LICENSES & PERMITS

The City Council unanimously approved A, B, C, and D during the Consent Calendar.

- a. Approved Master License Agreement No. 2022-09-CC with New Cingular Wireless PCS. LLC., to install, maintain and operate small cell antennas on City-owned poles in the public right-of-way;
- b. Authorized the Mayor to execute the Master License Agreement in a form acceptable to the City Attorney;
- c. Authorized the City Manager and/or his designee to issue individual pole licenses under the Master License Agreement for City-owned poles in the public right-of-way; and
- d. Directed the Director of Administrative Services to deposit the revenue generated by this Agreement into the General Fund.

12

COMMUNITY DEVELOPMENT

The City Council considered:

- a. Approved Amendment No. 4 to Contract No. 2020-45-CC with Compator, Inc., to reflect a change in the funding source and related modified reporting guidelines by using ARPA funds instead of CDBG-CV funds;
- b. Appropriated \$133,000 of ARPA funds to an account determined by the Director of Administrative Services to fund the remaining scope of services under Contract No. 2020-45-CC related to the Free Mental Health Services Program; and
- c. Authorized the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

This item was continued to the City Council Meeting of March 8, 2022, during Consent Calendar.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 22, 2022

13

MINUTES

The City Council unanimously approved A, B, and C during Consent Calendar.

- a. The Special Meeting minutes of January 11, 2022;
- b. The Special Meeting minutes of January 18, 2022; and
- c. The Special and Regular Meeting minutes of January 25, 2022.

14

COMMUNITY PROMOTION

The City Council unanimously approved the Tweedy Mile Association funding request for \$2,500 by motion of Council Member Davila and seconded by Council Member Diaz.

15

CITY COUNCIL

The City Council considered changing the annual Reorganization and Oaths of Office for the City Council and the various legislative bodies they represent from the month of April to the month of December of each calendar year.

This item was continued to the City Council Meeting of March 8, 2022, by motion of Council Member Hurtado and seconded by Vice Mayor Avalos.

16

CITY COUNCIL

The City Council considered receiving and filing the City's 2022 Legislative Platform containing the City's state and federal legislative priorities.

This item was continued to the City Council Meeting of March 8, 2022, by motion of Council Member Hurtado and seconded by Vice Mayor Avalos.

17

COMMISSIONS

The City Council considered providing staff with input on the possible formation of either:

- a. Senior Advisory Committee; or
- b. Senior Commission; or
- c. Senior committee reporting to the Parks & Recreation Commission

This item was continued to the City Council Meeting of March 8, 2022, by motion of Council Member Hurtado and seconded by Vice Mayor Avalos.

RECESS

The City Council recessed at 11:34 p.m., and reconvened at 11:42 p.m., with 4 Members of Council present.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 22, 2022

18
POLITICAL
0 SUPPORT

The City Council adopted Resolution No. 2022-12-CC entitled - A Resolution of the City Council of the City of South Gate, California, of a Vote of No Confidence in Los Angeles County District Attorney George Gascon by motion of Council Member Hurtado and seconded by Council Member Davila. Council Member Avalos abstained.

Roll Call: Council Member Diaz, yes; Council Member Davila, yes; Council Member Hurtado, yes; Vice Mayor Avalos, abstain; Mayor Rios, yes

19
WARRANTS

The City Council unanimously approved the Warrants and Cancellations for February 22, 2022, by motion of Vice Mayor Avalos and seconded by Council Member Hurtado. Warrant 95611 was pulled for further review.

Total of Checks:	\$5,565,282.66
Voids:	(\$ 33,895.87)
Total Payroll Deductions:	(\$ 395,174.16)
Grand Total:	\$5,136,212.63

Cancellations: 95327, 95743

Roll Call: Council Member Diaz, yes; Council Member Davila, yes; Council Member Hurtado, yes; Vice Mayor Avalos, abstain; Mayor Rios, yes

ADJOURNMENT

Mayor Rios unanimously adjourned the meeting at 12:10 a.m. in memory of Angel Alonso & Samuel H. Crosby, retired South Gate employees and Frank Rocha, South Gate resident and seconded by Vice Mayor Avalos.

PASSED and **APPROVED** this 12th day of April, 2022.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
MONDAY, MARCH 7, 2022**

CALL TO ORDER Al Rios, Mayor called a Special City Council meeting to order at 5:26 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Al Rios, Vice Mayor Maria del Pilar Avalos, Council Member Maria Davila, Council Member Denise Diaz; and Council Member Gil Hurtado; Gregory Martinez, City Treasurer, Interim City Manager Chris Jeffers, City Attorney Counsel Raul F. Salinas

**1
CITY CLERK
ADMIN**

The City Council provided direction to staff to proceed with soliciting applications for the City Council to consider for the appointment of a City elector to fill the unexpired term of office within 60 days of the vacancy of the City Clerk elected position.

Vice Mayor Avalos noted that the vacancy date on the Staff Report is listed as March 30th and should be April 1st as the City Clerk will be leaving her position on March 31st.

At a future meeting Vice Mayor Avalos requested that there be a discussion on the salary of the City Clerk position.

The City Council agreed to proceed with the process consistent with State Law of appointing a City elector to fill the unexpired term of office within 60 days of the vacancy of the City Clerk elected position by motion of Vice Mayor Avalos and seconded by Council Member Davila.

Roll Call: Council Member Diaz, yes; Council Member Davila, yes, Council Member Hurtado, yes; Vice Mayor Avalos, yes; Mayor Rios, yes

**2
ELECTION ADMIN**

The City Council considered:

- a. Whether to submit to the voters of the City of South Gate the question of whether the position of City Clerk should be appointed or remain elected at the upcoming Statewide primary election on June 7, 2022.

SPECIAL CITY COUNCIL MEETING MINUTES OF MARCH 7, 2022

2

ELECTION ADMIN
CONTINUED

- b. If the City Council determines to move forward with a Special Election it may consider adopting the following:
- Resolution No. 2022-13-CC entitled Resolution of the City Council of the City of South Gate, California, calling for the holding of a Special Municipal Election on Tuesday, June 7, 2022, for submission to the voters a question relating to making the City Clerk an appointive position, and consolidating the election with the Los Angeles County's Statewide Primary Election scheduled to be held on the same date.

Before the vote on this item Vice Mayor Avalos was excused from the meeting at 7:11 p.m. Vice Mayor Avalos did state that she is not in support of holding a Special Municipal Election due to the fiscal impact for the city.

The City Council agreed to proceed with calling for the holding of a Special Municipal Election on Tuesday, June 7, 2022, by motion of Council Member Hurtado and seconded by Council Member Davila.

Roll Call: Council Member Diaz, yes; Council Member Davila, yes, Council Member Hurtado, yes; Vice Mayor Avalos, absent; Mayor Rios, yes

ADJOURNMENT

Council Member Hurtado adjourned the meeting at 7:36 p.m. and seconded Council Member Davila.

PASSED and **APPROVED** this 22nd day of March 2022.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

CITY MANAGER'S OFFICE

APR 05 2022

4:30 pm

City of South Gate

CITY COUNCIL

AGENDA BILL


For the Regular Meeting of: April 12, 2022

Originating Department: City Manager's Office

Interim City Manager:


Chris Jeffers

Interim City Manager:


Chris Jeffers

SUBJECT: APPOINTMENT TO THE TWEEDY MILE ADVISORY BOARD

PURPOSE: This item was added to the Agenda at the request of Mayor Al Rios and Council Member Denise Diaz to make appointments to the Tweedy Mile Advisory Board.

RECOMMENDED ACTION: Mayor Al Rios will consider re-appointing Victor Zamudio to the Tweedy Mile Advisory Board. Council Member Denise Diaz will consider appointing Sara Rosa. These appointments would be effective May 1, 2022, if approved by the City Council. The appointments must be ratified by a majority vote of the City Council.

Per Tweedy Mile By Laws, the terms of both appointees, Victor Zamudio (appointed by Mayor Rios) and Joshua Barron (appointed by Council Member Denise Diaz) have expired. At this time, Mayor Rios has elected to re-appoint Victor Zamudio and Council Member Diaz has elected to appoint Sara Rosa to serve on the Tweedy Mile Advisory Board. Both individuals have graciously accepted the opportunity to serve the community as Board Members.

Council Member Diaz wishes to thank Joshua Barron for his service as a member of the Tweedy Mile Advisory for the past 3 years.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: The City Council may appoint at their individual discretion, a representative to serve on the Planning Commission, Parks & Recreation Commission, Civil Service Commission and Citizens Advisory Committee. Pursuant to Ordinance No. 2286, adopted on September 27, 2011, the Tweedy Mile Advisory Board members are appointed to staggered, three-year terms. All appointments must be ratified by a majority vote of the City Council.

ATTACHMENT: Roster of City Commissioners and Committee Members

Council Member Revised: 04-06-22	Planning Commission \$125/Meeting 1 st & 3 rd Tuesday at 7 pm	Parks & Recreation Commission \$75/Meeting 2 nd Thursday at 7 pm	Civil Service Commission \$100/Meeting As required	Citizens Advisory Committee \$25/Meeting Meets as needed	
Maria del Pilar Avalos Elected: 03-03-2020 End of Term: November 2024	Jenny Perez Appointed: 05-12-2020	Lizette Ruiz Appointed: 03-22-2022 Effective: 04-01-2022	Brigida Salinas Appointed: 10-27-2020	Denisse Martinez Appointed: 05-12-2020 Adolfo Varas Appointed: 03-22-2022 Effective: 04-01-2022	VACANT Janet Cazares Appointed: 05-12-2020
Denise Diaz Elected: 03-07-2017 End of Term: November 2022	Diego Sepulveda Appointed: 05-12-2020	John Robert Montalvo Appointed: 04-09-2019	Irene Jensen Appointed: 04-25-2017	Darlene Lopez Appointed: 05-12-2020 Brigitte Garza	Jacquelyn Saucedo Appointed: 05-12-2020 Christina Montalvo
Maria Davila Elected: 01-28-2003 End of Term: November 2024	Jose Delgado Appointed: 01-10-2017	Jennifer Cypert Appointed: 02-10-2003	William John Currie (Bill) Appointed: 01-27-2015	Marie De Lourdes Castillo Appointed: 02-18-2003 Cyndi Esquivel Appointed: 04-12-2011	Virginia Johnson Appointed: 02-22-2005 Anthony Zepeda Appointed: 05-27-2014
Al Rios Elected: 03-07-2017 End of Term: November 2022	Fabiola Inzunza Appointed: 11-26-2019	Joshua Barron Appointed: 04-25-2017	Juan Carlos Mendez Appointed: 04-25-2017	Angelica Martinez Appointed: 04-25-2017 Susan F. Janer Appointed: 05-09-2017	Juliano A. Jarquin Appointed: 05-09-2017 Benigno Nunez Appointed: 05-09-2017
Gil Hurtado Elected: 03-03-2020 End of Term: November 2024	Jose De La Paz Appointed: 05-12-2020	Alan D. Flores, II Appointed: 05-12-2020	Robbie C. Hicklin Appointed: 04-28-2015	Candice Esquivel Appointed: 05-12-2020 Jovanna Laborin Appointed: 09-25-2018	Norma Mendoza Appointed: 05-12-2020 Jimmy Torres Appointed: 07-14-2015

Council Member	South Gate Tweedy Mile Advisory Board 1 st Monday at 5 pm				
Maria del Pilar Avalos Elected: 03-03-2020 End of Term: November 2024	Maribel Chaidez Appointed: 09-11-2018 Term expires: 01-31-2022				
Denise Diaz Elected: 03-07-2017 End of Term: November 2022	Joshua Barron Appointed on 10-09-2018 by Al Rios for Denise Diaz Term expires: 01-31-2022				
Maria Davila Elected: 01-28-2003 End of Term: November 2024	Angela Lucero Appointed on 06-22-2021 Term expires 06-22-2024				
Al Rios Elected: 03-07-2017 End of Term: November 2022	Victor Zamudio Appointed: 05-26-2020 Term expires 01-31-2021				
Gil Hurtado Elected: 03-03-2020 End of Term: November 2024	Sylvia Masushige Appointed: 05-12-2020 Term expires: 01-31-2023				

Commission for South Gate Youth Meets the first Tuesday of every month at 6:00 p.m., in the Civic Center Community Room The Commissioners are appointed by the Chief of Police, subject to a majority vote of the City Council				
Steve Costley Chairperson	Bobbie Thompson	Anthony Zepeda	Yodit Glaze	Juan Carlos Mendez
Esperanza Galvan	Daisy Banuelos			
South Gate High School Student Body President	Southeast High School Student Body President	International High School Student Body President		

PARTIAL WARRANT REGISTER FOR COUNCIL MEETING OF 4/12/2022
(CHECKS NOT APPROVED ON 2/22/2022)

PART I

apChkLst
02/02/2022 1:44:45PM

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	
95611	2/2/2022	0011187	HUB CITIES CONSORTIUM	HUB-2022	2/1/2022	HUB CITIES CONSORTIUM LOAN	500,000.00	500,000.00

Voucher:

Sub total for BANK OF THE WEST: 500,000.00

1 check in this report.

Grand Total All Checks: 500,000.00

Gray highlights indicate prepaid checks

Page: 1

Item No. 14a

PARTIAL WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 4/12/2022
(CHECKS NOT APPROVED ON 2/22/2022)

TOTAL PART I - ACCOUNTS PAYABLE CHECKS		500,000.00
	GRAND TOTAL	500,000.00

SOUTH GATE CITY COUNCIL WARRANT APPROVAL

Warrant Number 95611, totaling \$500,000.00, as listed on the accompanying Accounts Payable Partial Warrant Register from February 22, 2022 is approved as presented.

Replacement checks reported in previous warrant registers have no impact to the grand total and are listed below.

Check Number	Vendor	Check Date	Amount	Reason for Void or Replacement
	GRAND TOTAL OF VOIDED & REPLACEMENT CHECKS		0.00	

CITY AUDITOR

CITY MANAGER

DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **April 12, 2022** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.

WARRANT REGISTER FOR COUNCIL MEETING 4/12/2022

PART I

apChkLst
03/16/2022 10:12:42AM

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
96239	3/17/2022	0012107	CALIFORNIA STATE DISBURSEMENT Ben297515	3/17/2022	CA STATE DISB. UNIT: PAYMENT	299.99	299.99
		Voucher:					
96240	3/17/2022	00002138	FRANCHISE TAX BOARD Ben297511	3/17/2022	GARNISHMENT - FRANCHISE TA	1,855.56	1,855.56
		Voucher:					
96241	3/17/2022	0009920	OCSE CLEARINGHOUSE SDU Ben297513	3/17/2022	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher:					
96242	3/17/2022	0007462	SHERIFF'S DEPARTMENT LA COL Ben297509	3/17/2022	GARNISHMENT-SHERIFF'S COM	448.74	448.74
		Voucher:					
Sub total for BANK OF THE WEST:							2,928.29
4 checks in this report.							
Grand Total All Checks:							2,928.29

WARRANT REGISTER FOR COUNCIL MEETING 4/12/2022

PART II

apChkLst
03/23/2022 1:59:25PM

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	
96244	3/23/2022	00000898	CENTRAL BASIN MUNI WATER	SG-JAN 22	2/18/2022	JAN 2022 CB METER SERVICE C	18,074.14	18,074.14
		Voucher:						
96245	3/23/2022	0013069	NR DEVELOPMENT, INC	UOP-007	3/7/2022	CONSTRUCTION OF THE URBAN	1,008,473.66	1,008,473.66
		Voucher:						
96246	3/23/2022	00004865	SO CALIF EDISON	2/23/2022	3/15/2022	BILLING PRD FRB 2022-MARCH :	130,902.63	130,902.63
		Voucher:						
96247	3/23/2022	00000028	WATER REPLENISHMENT DIST	01/31/2022	1/31/2022	JAN 2022: ALPHA# 4590 GROUND	212,157.18	212,157.18
		Voucher:						

Sub total for BANK OF THE WEST: 1,369,607.61

4 checks in this report.

Grand Total All Checks: 1,369,607.61

WARRANT REGISTER FOR COUNCIL MEETING 4/12/2022

PART III

apChkLst

03/24/2022

2:15:21PM

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
96248	3/24/2022	00000339 POSTMASTER	030926B	3/22/2022	POSTAGE FOR TRAFFIC ENFOR	5,160.00	5,160.00
Voucher:							
96249	3/24/2022	00000416 RAPID-O-PRINT	030926A	3/22/2022	PRINT JOB-TRAFFIC ENFORCEM	4,492.69	4,492.69
Voucher:							
Sub total for BANK OF THE WEST:							9,652.69
2 checks in this report.							
Grand Total All Checks:							9,652.69

WARRANT REGISTER FOR COUNCIL MEETING 4/12/2022

PART IV

apChkLst
03/30/2022 10:23:27AM

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	
96250	3/30/2022	0011336	AVANT-GARDE INC.	7435	1/25/2022	DEC 2021 2ND YEAR OF CONTR.	22,710.00	22,710.00
Voucher:								
96251	3/30/2022	0005537	VERONICA TAM & ASSOCIATES	3060	2/21/2022	PREPARE AND UPDATE HOUSIN	55,436.00	55,436.00
Voucher:								

Sub total for BANK OF THE WEST: 78,146.00

2 checks in this report.

Grand Total All Checks: 78,146.00

WARRANT REGISTER FOR COUNCIL MEETING 4/12/2022

PART V

apChkLst

03/30/2022

10:54:56AM

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	
96252	3/31/2022	0012107	CALIFORNIA STATE DISBURSEMENT	Ben298181	3/31/2022	CA STATE DISB. UNIT: PAYMENT	299.99	299.99
		Voucher:						
96253	3/31/2022	00002138	FRANCHISE TAX BOARD	Ben298177	3/31/2022	GARNISHMENT - FRANCHISE TA	1,855.56	1,855.56
		Voucher:						
96254	3/31/2022	0009920	OCSE CLEARINGHOUSE SDU	Ben298179	3/31/2022	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher:						
96255	3/31/2022	0007462	SHERIFF'S DEPARTMENT LA COL	Ben298175	3/31/2022	GARNISHMENT-SHERIFF'S COM	448.74	448.74
		Voucher:						

Sub total for BANK OF THE WEST: 2,928.29

4 checks in this report.

Grand Total All Checks: 2,928.29

WARRANT REGISTER FOR COUNCIL MEETING 4/12/2022

PART VI

apChkLst
03/31/2022 10:43:38AM

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	
20322	2/28/2022	00004309	AMERIFLEX	FEB 2022	2/28/2022	FEB 2022: ACH DEBITS BOW	2,210.35	2,210.35
	Voucher:							
96256	4/12/2022	00003502	ABC BATTERY INC.	08011	3/3/2022	8D-12V	440.40	
	Voucher:		08071	3/10/2022	BATTERIES	217.80		658.20
96257	4/12/2022	00001467	ADMINISTRATIVE SERV. CO-OP	220228	2/28/2022	FEB 2022: SERVICES FOR DIAL-4	38,756.17	38,756.17
	Voucher:							
96258	4/12/2022	00003971	ADMINSURE INC.	14977	3/15/2022	APR 2022: WORKERS COMP CLA	9,409.00	9,409.00
	Voucher:							
96259	4/12/2022	00004372	AIRGAS USA, LLC	9123248153	3/31/2022	DISTRIBUTATION OF SPECIALTY	215.81	
	Voucher:		9123149557	2/25/2022	DISTRIBUTATION OF SPECIALTY	364.75		
			9122746865	2/15/2022	CARBON DIOXIDE FOOD GRADE	297.69		878.25
96260	4/12/2022	0011325	ALAN'S LAWN & GARDEN CENTE	1080782	3/11/2022	SUPPLIES - PARK YARD	1,486.66	1,486.66
	Voucher:							
96261	4/12/2022	00000185	ALL CITY MANAGEMENT SERVICE	75630	2/23/2022	2/6/22-2/19/22: SCHOOL CROSSII	24,079.15	
	Voucher:		75234	2/9/2022	1/23/22-2/5/22: SCHOOL CROSSII	24,213.13		
			76010	3/9/2022	2/20/22-3/5/22: SCHOOL CROSSII	22,006.85		70,299.13
96262	4/12/2022	00000706	ALTEC INDUSTRIES, INC.	50922298	2/1/2022	LABOR AND SHOP SUPPLIES	562.15	
	Voucher:		50930963	2/16/2022	DIAGNOSIS AND REPAIR: PARTS	371.28		933.43
96263	4/12/2022	00000018	AMERICAN RENTAL INC.	495488	1/27/2022	RENTAL - CONCRETE TRAILER F	207.93	207.93
	Voucher:							
96264	4/12/2022	00004309	AMERIFLEX	INV496115	3/8/2022	MAR 2022: FSA ADMIN FEE FOR	190.75	190.75
	Voucher:							
96265	4/12/2022	0007290	APW KNOX-SEEMAN	17309576	2/8/2022	THERMOSTATS RADIATOR CAP	42.84	
	Voucher:		17291333	2/2/2022	GASKET PULLY	37.51		
			17373881	2/28/2022	AIRFILTER OIL FILTER	81.53		
			17332387	2/15/2022	AIR FILTER	40.31		
			17306877	2/7/2022	OIL FILTER 2	57.02		259.21
96266	4/12/2022	00003529	AT&T	960 449-6558-03/2	3/1/2022	BILLING PRD- MARCH 2022	241.21	241.21
	Voucher:							
96267	4/12/2022	00005075	AT&T	17765825	2/13/2022	BP -01/13/22-2/12/22-BAN: 939100	1,336.55	
	Voucher:		17838097	3/1/2022	BP-02/01/22-02/28/2022 BAN: 939	41.64		
			17841876	3/1/2022	02/01/22-02/28/22 BAN: 93910689	1,756.39		
			17621322	1/13/2022	BP -12/13/21-1/12/22-BAN: 939100	1,335.15		4,469.73

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
96268	4/12/2022	00003692	AT&T MOBILITY	28728833386x021	2/2/2022	1/3/22-2/2/22: MDCS DATA CARDS	1,881.52
		Voucher:		875963643X02162	2/8/2022	2/9/22-3/08/22: MDCS DATA CARD	623.39
96269	4/12/2022	00000201	ATLANTIC LOCK & KEY	00491	3/7/2022	KEY DUPLICATES	53.00
		Voucher:					53.00
96270	4/12/2022	0009040	ATLAS BACKFLOW	37195	2/16/2022	BACKFLOW TEST	300.00
		Voucher:		37248	2/23/2022	BACKFLOW TEST	826.22
							1,126.22

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
96271	4/12/2022	0010585	AUTOZONE STORES, INC.	5488647570	2/1/2022	HUB TRANSFER	101.79
	Voucher:			5488682531	3/7/2022	ACCELTRAT PUMP CONNECTOR	19.34
				5488689357	3/14/2022	FLUID RESEVOIR	82.35
				5488690238	3/15/2022	SPARK PLUG	8.54
				5488689590	3/14/2022	SPARK PLUG	8.54
				5488676172	3/2/2022	WATER PUMP BATTERIES SEAL	297.18
				5488690551	3/15/2022	OXYGEN SENSOR	33.70
				5488689583	3/14/2022	OXYGEN SENSOR	33.70
				5488685141	3/10/2022	FLUID	31.63
				5488684768	3/9/2022	RADIATOR	163.38
				5488660843	2/15/2022	TRUNK LIFT	33.49
				5488674151	2/28/2022	DURLAST GOLD AIRFILTER	182.28
				5488674312	2/28/2022	JACK STAND	73.68
				5488674154	2/28/2022	SUM WINDSHLD	24.54
				5488682018	3/7/2022	DURBLAST GOLD WHEEL HB CL	29.16
				5488676196	3/2/2022	IX PLUG NGK	65.42
				5488676186	3/2/2022	STP MERCON STP FLUID	46.24
				5488675191	3/1/2022	7 WAY RV BLADE	35.59
				5488683789	3/8/2022	AIR DOOR ACTUATOR	33.95
				5488684423	3/9/2022	2 UNIVERSAL CAPS	40.42
				5488677508	3/3/2022	VISOR REPAIR KIT	31.32
				5488676208	3/2/2022	RAPIDFIRE	35.65
				5488674709	2/28/2022	BRAKE HOSE	34.71
				5488683680	3/8/2022	AUTO GARAGE BATTERY	19.42
				5488652901	2/7/2022	COOLANT	9.12
				5488662220	2/16/2022	DUPLEX WHITE KNIGHT	6.78
				5488662218	2/16/2022	NYLON OIL GASKET PLASTIC ME	65.12
				5488662251	2/16/2022	MOTOR MOUNT	29.52
				5488668459	2/22/2022	BALL MOUNT	36.65
				5488668154	2/22/2022	SAFETY SWITCH	12.70
				5488645984	1/31/2022	STABILIZER BAR	17.13
				5488646961	2/1/2022	MOTORCRAFT PLA	36.60
				5488647031	2/1/2022	NEW WATER PUMP	65.10
				5488652866	2/7/2022	CENTER SUPPORT BEARING	80.86
							1,825.60

Bank : botw BANK OF THE WEST			(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
96272	4/12/2022	0011669	BDO USA LLP	001701478	2/25/2022	BDO USA, LLP- GENERAL ACCOI	1,711.50
	Voucher:		001681024	1/28/2022	BDO USA, LLP- GENERAL ACCOI	2,912.00	4,623.50
96273	4/12/2022	0010615	BEARCOM	5339518	3/1/2022	MOTOROLA HMN1090 STANDAR	503.18
	Voucher:		5339646	3/1/2022	MARCH 2022 MAINTENANCE REI	1,019.57	
			5326137	2/1/2022	FEB 2022: BEARCOM-ANNUAL M	175.52	
			5326122	2/1/2022	FEB 2022 MAINTENANCE RENEV	1,019.57	2,717.84
96274	4/12/2022	0008396	BLUE DIAMOND MATERIALS	2605351	2/26/2022	PURCHASE OF ASPHALT	200.00
	Voucher:		2600778	2/21/2022	COLD MIX FOR STREET DIV	268.57	
			2596948	2/14/2022	DUMP FLATBED USE AT 10300 VI	100.00	
			2592834	2/7/2022	COLD MIX ASPHALT	330.31	898.88
96275	4/12/2022	0009570	CALIFORNIA CIRCUIT BREAKERS	105474	3/2/2022	BALL DIAMOND #9 LIGHTING RE	154.35
	Voucher:		105473	3/2/2022	ELECTRICAL SUPPLIES	220.50	374.85
96276	4/12/2022	0012885	CANON FINANCIAL SERVICES, IN	28214121	3/9/2022	BILLING DATE 03/17/2022-04/16/2	1,558.72
	Voucher:						1,558.72
96277	4/12/2022	00003548	CDCE,INC	139652	2/28/2022	TEN PANASONIC MDC TOUGHB	43,405.75
	Voucher:						43,405.75

Bank : botw BANK OF THE WEST				(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
96278	4/12/2022	0006239	CENTRAL FORD	386440	3/2/2022	AUTO PARTS	95.26	
	Voucher:			386466	3/2/2022	AUTO PARTS	157.53	
				386728	3/8/2022	AUTO PARTS	60.16	
				C83207	2/21/2022	MULTIPLE INSPECTIONS	1,327.09	
				385816	2/1/2022	AUTO PARTS	158.63	
				385623	2/14/2022	AUTO PARTS	197.08	
				386133	2/24/2022	AUTO PARTS	371.99	
				386302	2/28/2022	AUTO PARTS	94.13	
				385721	2/16/2022	AUTO PARTS	99.59	
				385639	2/15/2022	AUTO PARTS	13.80	
				385008	2/2/2022	AUTO PARTS	252.92	
				385052	2/2/2022	AUTO PARTS	169.61	
				385720	2/16/2022	AUTO PARTS	561.53	
				385777	2/1/2022	AUTO PARTS	76.48	
				386137	2/24/2022	AUTO PARTS	73.76	
				386156	2/24/2022	AUTO PARTS	73.49	
				384987	2/2/2022	AUTO PARTS	34.96	
				386880	3/10/2022	SENSOR	98.78	
				386386	3/1/2022	AUTO PARTS	108.57	
				386518	3/3/2022	AUTO PARTS	208.33	
				386693	3/7/2022	AUTO PARTS	207.27	
				386949	3/11/2022	KIT ANTI-P	243.12	
				387122	3/15/2022	SENSOR	100.70	
				386887	3/10/2022	ROTOR	207.27	4,992.05
96279	4/12/2022	0005839	CHAMPION CHRYSLER JEEP DOI	652731	2/15/2022	PADKIT FRONT	221.10	
	Voucher:			653861	2/28/2022	HOSE HEATER	253.62	
				647930	2/2/2022	AIRBAG DRIVE	910.80	1,385.52
96280	4/12/2022	0013134	CITY OF COMMERCE	MIS000298	2/28/2022	FY 21/22: SEWC MEMBERSHIP D	3,000.00	3,000.00
	Voucher:							
96281	4/12/2022	0005622	CLARK SEIF CLARK, INC.	071628	12/27/2021	ASBESTOS & LEAD PAINT SURVI	1,215.40	
	Voucher:			017984	3/2/2022	2/24/22: ABESTOS AND LEAD SU	2,288.16	3,503.56
96282	4/12/2022	0011708	CLIENTFIRST TECHNOLOGY	13413	2/28/2022	FEB 2022 IT PROJECT MANAGEN	11,035.00	11,035.00
	Voucher:							
96283	4/12/2022	00004583	CODE PUBLISHING COMPANY	GC0006400	2/28/2022	SG MUNICIPAL CODE - WEB UPD	2,366.00	2,366.00
	Voucher:							

Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
96284	4/12/2022	0011922	CONCENTRA MEDICAL CENTER\$74558048	2/25/2022	MEDICAL SERVICES FOR NEW E	1,054.00	
	Voucher:		74628589	3/9/2022	3/2/22-3/4/22: PROVIDE MEDICAL	1,006.00	
			74701519	3/16/2022	3/10/22-3/14/22: PROVIDE MEDIC	369.00	
			74629029	3/9/2022	3/3/22-3/6/22: BOOKING EXAM (1	232.00	
			021722	2/17/2022	2/17/22: J. FRANCO	316.34	2,977.34
96285	4/12/2022	00004274	CONTROL MAINTENANCE AND R 16385	2/11/2022	MAINTAIN & REPAIR OF VARIABL	714.92	714.92
	Voucher:						
96286	4/12/2022	00005149	COUNTY OF LOS ANGELES DEPT00234016	3/15/2022	PERMIT NO FCDP2021000528	1,473.00	1,473.00
	Voucher:						
96287	4/12/2022	0005445	CREATIVE BUS SALES, INC. 7024170	4/1/2021	GATE BUSES DRIVER SHIELDS	10,861.20	10,861.20
	Voucher:						
96288	4/12/2022	00001423	DAILY JOURNAL CORPORATION B3557626	2/24/2022	2/24/22: NOTICE INVITING BIDS -	685.00	
	Voucher:		B3559758	3/3/2022	3/3/22: NOTICE INVITING BIDS -	570.00	1,255.00
96289	4/12/2022	0006259	DESIGN WEST ENGINEERING 20331	12/14/2021	SG PARK LIGHTING IMPROVEME	990.00	990.00
	Voucher:						
96290	4/12/2022	00003777	DON MILLER & SONS PLUMBING 357627	2/15/2022	REPLACE FLUSH IN BASEMENT	440.99	440.99
	Voucher:						
96291	4/12/2022	00001782	EBERHARD EQUIPMENT 96758	2/23/2022	BLADE FILTER	866.87	
	Voucher:		96787	2/25/2022	TRANS HOOK	314.66	1,181.53
96292	4/12/2022	0005555	ELITE EQUIPMENT INC 45115	3/9/2022	SUMP PUMP AND EQUIP FOR W	953.59	953.59
	Voucher:						
96293	4/12/2022	0013379	EMP: HERNANDEZ, RAMIRO 241229-2022	3/10/2022	T3 RECETIFICATION-OP#24122	190.00	
	Voucher:		DEC 21 2021	11/22/2021	REIMBURSE RAMIRO HERNAND	225.00	
			DEC 21 2021-A	11/21/2021	REIMBURSE PFAS WORKSHOP	135.00	550.00
96294	4/12/2022	0010017	ENTERPRISE FM TRUST FBN4426468	3/3/2022	MAR 2022: PD- LEASED VEHICLE	1,488.03	
	Voucher:		FBN4426469	3/3/2022	MAR 2022: PD LEASED VEHICLE	1,005.22	
			FBN4415230	3/3/2022	MAR 2022: PD LEASED VEHICLE	1,612.66	4,105.91
96295	4/12/2022	0012836	ETRAK RECREATION SOFTWARE5	3/22/2022	JUL 2021-SEP 2021: RECREATIO	2,500.00	
	Voucher:		6	3/22/2022	OCT 2021-DEC 2021: RECREATIC	2,500.00	
			7	3/22/2022	JAN 2022-MAR 2022: RECREATIC	2,500.00	7,500.00
96296	4/12/2022	0013119	EXPRESS ENERGY SERVICES IN111844	3/10/2022	CONSTRUCTION OF THE PARK I	6,956.37	6,956.37
	Voucher:						
96297	4/12/2022	0010558	FACTORY MOTOR PARTS COMP#12-4307408	10/26/2021	FACTORY AUTO PARTS	315.93	
	Voucher:		12-4296750	10/20/2021	FACTORY AUTO PARTS	155.24	
			12-4421279	1/11/2022	FACTORY AUTO PARTS	368.54	839.71

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
96298	4/12/2022	00001988	FAIR HOUSING FOUNDATION	JAN 2022	2/8/2022	JAN 2022: CDBG FAIR HOUSING	2,264.14	2,264.14
		Voucher:						
96299	4/12/2022	00000619	FALCON FUELS, INC.	43766	2/8/2022	REGULAR UNLEADED FUEL & S/	2,197.23	
		Voucher:		43740	2/8/2022	REGULAR UNLEADED FUEL & S/	10,715.63	
				44188	3/16/2022	ULTRA LOW SULFUR DIESEL & SA	4,000.46	
				44497	3/4/2022	REGULAR UNLEADED FUEL & S/	12,281.91	29,195.23
96300	4/12/2022	0013187	FAST 5 SOUTH GATE 9, LLC	4058	3/18/2022	FEB 2022: CAR WASH SRVS (51)	275.40	275.40
		Voucher:						
96301	4/12/2022	00002026	FEDERAL EXPRESS CORPORATI	9085980234	12/9/2021	PW: FED EX SHIPPING	302.00	
		Voucher:		7-666-16010	3/21/2022	FEDEX FIRST OVERNIGHT	59.22	
				7-680-65607	3/4/2022	FED EX 2DAY AM	59.34	420.56
96302	4/12/2022	00003770	FLEMING ENVIRONMENTAL INC.	18287	2/10/2022	VAPOR TEST HOSE LABOR AND	2,868.50	
		Voucher:		18254	1/31/2022	UNDERGROUND STORAGE TANI	2,090.36	
				18255	1/31/2022	UNDERGROUND STORAGE TANI	775.00	
				18253	1/31/2022	UNDERGROUND STORAGE TANI	2,925.00	
				18248	1/28/2022	UNDERGROUND STORAGE TANI	1,063.34	
				18313	2/17/2022	UNDERGROUND STORAGE TANI	7,180.89	
				18353	3/3/2022	UNDERGROUND STORAGE TANI	1,059.99	17,963.08
96303	4/12/2022	0009042	FORTEL TRAFFIC, INC.	10870	2/24/2022	SPEED AWARENESS SIGN - INDI	1,748.84	1,748.84
		Voucher:						
96304	4/12/2022	0010237	FRONTIER COMMUNICATIONS	562-197-1130-030	3/5/2022	3/5/2022-04/04/2022 DEDICATED	566.84	566.84
		Voucher:						
96305	4/12/2022	00003955	GALLS, LLC, (FEIN 20-3545989)	BC1567507	3/11/2022	TACTICAL TOOLS	1,103.94	1,103.94
		Voucher:						
96306	4/12/2022	0006890	GARVEY EQUIPMENT COMPANY	144091	2/21/2022	GROUNDS MAINTENANCE EQUIP	966.65	
		Voucher:		144092	2/24/2022	GROUNDS MAINTENANCE EQUIP	668.21	
				144160	3/1/2022	GROUNDS MAINTENANCE EQUIP	138.89	1,773.75

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
96307	4/12/2022	00004934	GAS COMPANY	013-900-7300-3 03/18/2022	BILLING PRD-02/14/22 -03/16/22	2,151.40	
	Voucher:			132 600 9400 1 3/17/2022	BILLING PRD- 02/11/22 -03/15/22	51.05	
				102 000 8100 7 03/23/2022	BILLING PRD- 2/11/22 -03/15/22	503.72	
				045 400 7300 6 03/18/2022	BILLING PRD-02/14/22 -03/16/22	203.13	
				130 500 9400 5 03/17/2022	BILLING PRD- 02/11/22 -03/15/22	556.07	
				134 700 9400 7 03/17/2022	BILLING PRD- 02/11/22 -03/15/22	396.64	
				126 300 9600 1 03/18/2022	BILLING PRD- 02/14/22 -03/16/22	20.07	
				115 800 9600 3 03/23/2022	BILLING PRD- 2/14/22-03/16/22	7,217.19	
				049 200 7902 9 03/21/2022	BILLING PRD- 2/15/22 -03/15/22	380.57	
				186 100 7200 3 03/21/2022	BILLING PRD- 02/14/22 -03/17/22	1,733.08	13,212.92
96308	4/12/2022	0012666	GENERAL ALARM SERVICES, INC129182	3/1/2022	MARCH 2022: BURGLAR AND FIF	75.00	75.00
	Voucher:						
96309	4/12/2022	0013185	GILMAN CONSTRUCTION MEDIA 2042	1/30/2022	PROVIDE GCMEDIA 4K CONSTR	339.00	339.00
	Voucher:						
96310	4/12/2022	0010016	GLOBAL PARATRANSIT INC.	112122-06 1/6/2022	DEC 2021: TRANSIT SVCS FOR F	60,996.93	
	Voucher:			112122-07 2/10/2022	JAN 2022: TRANSIT SVCS FOR F	52,116.19	113,113.12
96311	4/12/2022	00004869	GOLDEN STATE WATER COMPAN33744100000 04/2	3/3/2022	BILLING PRD- 02/02/22 - 03/02/22	255.39	
	Voucher:			53744100008 03/2 3/3/2022	BILLING PRD- 02/02/22 - 03/02/22	227.02	
				73744100006 03/2 3/3/2022	BILLING PRD- 02/02/22 -03/02/22	260.50	
				32809400008 03/2 3/3/2022	BILLING PRD- 02/02/22 -03/02/22	44.59	
				29007447310 03/2 3/4/2022	BILLING PRD- 02/03/22 -03/03/22	69.63	857.13
96312	4/12/2022	00002890	GRAINGER	9191052522 3/11/2022	SPECIALTY HARDWARE	12.56	
	Voucher:			9199517732 2/2/2022	SPECIALTY HARDWARE	73.00	
				9199738791 2/2/2022	SPECIALTY HARDWARE	43.39	
				9221517858 2/22/2022	DOOR PARTS FOR PD (ADMINS)	315.47	444.42
96313	4/12/2022	0013098	GREEN'S DRY CLEANING & LAUN539184	2/28/2022	FEB 2022 JAIL CLEANING OF BL	834.20	834.20
	Voucher:						
96314	4/12/2022	0011526	HASA, INC.	799336 2/17/2022	WATER TREATMENT CHEMICALS	492.82	
	Voucher:			799337 2/17/2022	WATER TREATMENT CHEMICALS	739.23	
				800260 2/24/2022	WATER TREATMENT CHEMICALS	903.50	
				800259 2/24/2022	WATER TREATMENT CHEMICALS	328.55	
				800261 2/24/2022	WATER TREATMENT CHEMICALS	246.41	
				800848 2/17/2022	WATER TREATMENT CHEMICALS	1,478.45	4,188.96
96315	4/12/2022	0008788	HELPLINE YOUTH COUNSELING NOVEMBER 2021	1/14/2022	NOV 2021 RENTAL & UTILITY AS	431.74	431.74
	Voucher:						

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03/31/2022 10:43:38AM

Final Check List
CITY OF SOUTH GATE

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
96316	4/12/2022	00002529	HINDERLITER DE LLAMAS & ASS SIN015117	3/2/2022	Q3/2021: SALES TAX CONTRACT	2,621.06	2,621.06
Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
96318	4/12/2022	00000268	HOME DEPOT CREDIT SERVICES1371427	3/17/2022	SUPPLIES FOR PARK YARD	74.42	
	Voucher:		5360774	12/13/2021	HEAVY DUTY STAPLER FOR ST I	23.98	
			3370480	11/15/2021	CIVIC CENTER PROJECT.	100.76	
			8370725	12/10/2021	CIVIC CENTER PROJECT	752.26	
			0371382	3/8/2022	PAINT SUPPLIES TO PAINT SIDE	320.77	
			4371289	2/22/2022	CLEANING MATERIALS.	65.56	
			3371300	2/23/2022	PAINTING SUPPLIES.	92.33	
			9371257	2/17/2022	MATERIALS TO BUILD CABINET I	181.70	
			3371297	2/23/2022	WEATHER STRIP FOR PD LOBBY	53.46	
			0350535	3/8/2022	HANDHELD SPRAY GUNS FOR G	961.39	
			0340261	2/16/2022	PLASTIC CABLE CLAMPS, SCRE	23.10	
			0350434	2/16/2022	MATERIALS FOR GRAFFITI DEP	427.55	
			0350537	3/8/2022	HANDHELD SPRAY GUN FOR GF	633.27	
			1340253	2/15/2022	PAINT FOR COLOR MATCH FOR	384.56	
			0350428	2/16/2022	PAINTING SUPPLIES.	388.50	
			4340283	2/22/2022	PURCHASED MATERIALS FOR C	33.15	
			5350506	3/3/2022	BEHR PAINT AND PAINT FEE.	412.72	
			2371308	2/24/2022	BLINDS FOR FINANCE DIVISION	618.73	
			8340307	2/28/2022	SUPPLIES TO REFINISH CABINE	36.12	
			360654	11/8/2021	VARIOUS MATERIAL FOR STREE	112.90	
			9340333	3/9/2022	TOOLS FOR WATER VALVE TRUC	140.31	
			7044365	3/1/2022	TOOLS FOR COMPRESSOR AT V	587.02	
			0340263	2/16/2022	REBAR MATERIAL FOR CURB - 3	62.44	
			8340340	3/10/2022	WESTSIDE AREA- SUPPLIES	47.19	
			4361053	3/14/2022	GROUND MAINT. SUPPLIES	45.64	
			4371409	3/14/2022	SPORTS PROGRAM SUPPLIES	231.94	
			3371417	3/15/2022	IRRIGATION PROJECT	71.79	
			4360932	2/2/2022	BASEBALL DIAMONDS SUPPLIES	75.42	
			1340254	2/15/2022	MATERIALS FOR PD CAM. CHAR	129.54	
			6350497-2022	3/2/2022	HOLLYDALE SHOP	101.68	
			9361032	3/9/2022	AZALEA GARDEN SUPPLIES	461.71	
			7340232	2/9/2022	PATCH AND PAINT (PARKS LEAD	81.71	
			2350407	2/14/2022	LIGHT FIXTURES HOLLYDALE RE	202.27	
			7361012	3/1/2022	CUSTODIAL SUPPLIES	60.34	
			7340308	3/1/2022	SUPPLIES	15.65	

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
			5361015	3/3/2022	AZALEA GARDEN	428.01		
			2361005	2/24/2022	DRILL BITS FOR STREET TRUCK	68.88		
			8360879	1/19/2022	TOOLS - DIAMONDS @ SG PARK	21.97	8,530.74	
96319	4/12/2022	00004578	INTERWEST CONSULTING GROU74483	12/24/2021	NOV 2021 AS-NEEDED CIP SERV	473.75		
		Voucher:	76615	3/9/2022	FEB 2022 PLAN CHECK SERVICE	51,900.67	52,374.42	
96320	4/12/2022	00003065	J.G. TUCKER & SON INC.	17315	3/3/2022	INVENTORY PO/ SHOVELS	249.39	249.39
		Voucher:						
96321	4/12/2022	00000430	JOHN L. HUNTER AND ASSOCIATSG1UOR12106	7/21/2021	MANAGEMENT OF THE USED OI	23,004.43	23,004.43	
		Voucher:						
96322	4/12/2022	0005443	JTB SUPPLY COMPANY	110047	2/28/2022	BATTERIES FOR BACKUP SYSTE	8,864.10	8,864.10
		Voucher:						
96323	4/12/2022	00004293	JWA, URBAN CONSULTANTS, INCSG #4		2/1/2022	LEAP GRANT PREPARATION ANI	4,455.00	4,455.00
		Voucher:						
96324	4/12/2022	0013138	KIMBALL MIDWEST	9610267	2/9/2022	SPECIAL TOOLS AND HARDWAR	114.83	114.83
		Voucher:						
96325	4/12/2022	0007294	KOA CORPORATION	JC11080-3B	2/10/2022	NOV 29 2021-JAN 30 2022 PROFI	963.92	
		Voucher:		JC11080-3A	2/10/2022	NOV 29 2021-JAN 30 2022 PROFI	2,721.00	
				JC11191-1B	3/8/2022	JAN 19, 2022-FEB 27, 2022 PROF	4,678.06	
				JC11104-3	10/7/2021	AUG 30, 2021-SEP 26, 2021 PROI	8,235.90	
				JC11080-1	8/9/2021	JUNE 11, 2021-JULY 31 2021 PRC	1,749.00	
				JC11080-2	12/8/2021	AUG 1, 2021-NOV 28, 2021 PROF	5,613.25	23,961.13
96326	4/12/2022	0010099	L.G.P. EQUIPMENT RENTALS, INC122170	2/28/2022	CONCRETE FOR ST LIGHT SYS I	303.58	303.58	
		Voucher:						
96327	4/12/2022	00000675	LA CONSULTING, INC	0015281	12/1/2021	PROJECT #005-022; TASK 2 -SOL	7,270.00	7,270.00
		Voucher:						
96328	4/12/2022	0006905	LA COUNTY SHERIFF'S DEPARTM222224SG		3/10/2022	FEBRUARY 2022: FOOD FOR THI	452.60	452.60
		Voucher:						
96329	4/12/2022	0012590	LA TRUCK & AUTO INC, NAPA AU*5156-222394		3/1/2022	DISC BRAKE PADS	46.04	
		Voucher:		5156-219627	2/2/2022	AUTOMOTIVE PARTS	249.93	
				5156-221267	2/17/2022	AUTOMOTIVE PARTS	324.76	
				5156-221714	2/22/2022	AUTOMOTIVE PARTS	10.76	631.49
96330	4/12/2022	0011297	LEFTA SYSTEMS	INV-000753	3/1/2022	RENEWAL OF LEFTA ANNUAL SL	2,227.89	2,227.89
		Voucher:						
96331	4/12/2022	00004292	LEVERAGE INFORMATION SYSTE2230753		2/28/2022	LEVERAGE TIME AND SUPPORT	2,270.51	2,270.51
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
96332	4/12/2022	00004384	LIEN ON ME, INC.	10333103	3/2/2022	MEDICAL REVIEW FOR R GONZALEZ	337.39	337.39
		Voucher:						
96333	4/12/2022	00000488	LINDE GAS & EQUIPMENT INC.	69018007	2/22/2022	SPECIALTY POOL PARTS	115.41	
		Voucher:		68807320	2/8/2022	SPECIALTY POOL PARTS	77.39	192.80
96334	4/12/2022	00005218	LINSCOTT, LAW AND GREENSPAN	14461-00102	3/9/2022	FEB 2022 PROFESSIONAL SERVICE	3,203.00	
		Voucher:		14461-00101	2/10/2022	JAN 2022 PROFESSIONAL SERVICE	1,127.00	4,330.00
96335	4/12/2022	0013343	LITTLEJOHN COMMUNICATIONS, INC.	02012022	2/2/2022	FEB 2022 SERVICE FOR INMATE	100.00	
		Voucher:		02012022-JAN	2/1/2022	JAN 2022 SERVICE FOR INMATE	100.00	200.00
96336	4/12/2022	00004729	LONG BEACH PRESS TELEGRAM	0011524313	3/17/2022	3/17/22: NOTICE OF SPECIAL ELI	1,157.75	1,157.75
		Voucher:						
96337	4/12/2022	00004269	M.L. BERNIE COMPANY INC	169602	3/9/2022	WHEELS SEAL VALVE SENSORS	1,064.11	1,064.11
		Voucher:						
96338	4/12/2022	0010477	MACS 14	122039	3/11/2022	ANNUAL SMOG CHECKS	40.00	
		Voucher:		122078	3/15/2022	ANNUAL SMOG CHECKS	40.00	
				122041	3/11/2022	ANNUAL SMOG CHECKS	60.00	
				122040	3/11/2022	ANNUAL SMOG CHECKS	40.00	
				122038	3/11/2022	ANNUAL SMOG CHECKS	40.00	220.00
96339	4/12/2022	0012870	MARIELENA BIBRIESCA DE AREL	MBWINTER0322-	3/14/2022	02/24/22-03/10/22: TONE IT UP	175.00	
		Voucher:		MBWINTER0322-	3/14/2022	02/25/22-03/11/22 STEP AEROBIC	245.00	420.00
96340	4/12/2022	00004060	MCMaster-CARR SUPPLY CO	73829614	3/1/2022	SPECIAL HARDWARE. NO WORK	48.35	
		Voucher:		73738544	2/28/2022	SPECIAL HARDWARE. NO WORK	75.62	
				73739196	2/28/2022	SPECIAL HARDWARE. NO WORK	26.63	
				74216062	3/8/2022	LOW STRETCH POLYESTER WEI	606.87	
				72679284	2/9/2022	SPECIAL HARDWARE. NO WORK	328.23	1,085.70
96341	4/12/2022	0011575	MERCHANTS BUILDING	658037	1/31/2022	JAN 2022: MBM- ONE YEAR EXTI	2,296.00	2,296.00
		Voucher:						
96342	4/12/2022	00003815	MICHELSON LABORATORIES, INC	0624598	2/4/2022	HETEROTROPIC PLATE COUNT	1,277.50	1,277.50
		Voucher:						
96343	4/12/2022	0008224	MIKE RAAHAUGE SHOOTING EN	1670	3/4/2022	2/16/22 TRAINING PISTO RANGE	136.00	136.00
		Voucher:						
96344	4/12/2022	0011431	MINAGAR & ASSOCIATES, INC.	872	6/30/2021	PROFESSIONAL SERVICES FOR	42,903.57	
		Voucher:		903	1/31/2022	CITYWIDE ENGINEERING AND TI	17,517.00	60,420.57
96345	4/12/2022	00000447	MISC - BLDG PERMITS	244395 9536 MCN	3/10/2022	REFUND: REQUESTED PRE-SAL	362.00	362.00
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
96346	4/12/2022	00000170	MISC - PKS & REC REFUND	258703	3/2/2022	REFUND: DEPOSIT AFTER EVEN	319.00	319.00
	Voucher:							
96347	4/12/2022	00000170	MISC - PKS & REC REFUND	213213 MARTIN C	3/8/2022	REFUND: FORFEIT FEE (2019 ME	70.00	70.00
	Voucher:							
96348	4/12/2022	00003458	MISC - PUBLIC WORKS	561308 8142 EVEI	11/15/2021	REIMB: NEW WATER SERVICE A	919.88	919.88
	Voucher:							
96349	4/12/2022	0012932	MUNICIPAL RESOURCE GROUP, 103-22-141		3/10/2022	FEB 2022 ORGANIZATIONAL ASS	9,225.00	9,225.00
	Voucher:							
96350	4/12/2022	0012071	NADA BUS, INC.	50653	3/11/2022	TRANSPORTATION FOR COMMU	1,715.00	1,715.00
	Voucher:							
96351	4/12/2022	00004969	NATIONAL READY MIXED CONCR	810256	2/9/2022	READY MIXED CONCRETE FOR	581.37	
	Voucher:		810429	2/10/2022	READY MIXED CONCRETE AT 10	550.96		
			812103	2/24/2022	CONCRETE MATERIAL FOR STR	628.39		
			813039	3/1/2022	CONCRETE MATERIAL FOR STR	827.55		
			811322	2/17/2022	CONCRETE MATERIAL FOR STR	573.87		3,162.14
96352	4/12/2022	0012286	NATIONWIDE ENVIRONMENTAL,	32260	3/31/2022	MAR 2022: ANNUAL ST SWP CON	56,580.00	
	Voucher:		31976	11/15/2021	NOV 2021: ANNUAL ST SWP CON	56,580.00		
			32196	2/15/2022	FEB 2022: ANNUAL ST SWP CON	56,580.00		169,740.00
96353	4/12/2022	0007865	NET TRANSCRIPTS, INC	NT7145	11/15/2021	NOV 2021 IA TRANSCRIPTS/ TRA	141.29	
	Voucher:		NT8271	12/15/2021	DEC 2021 IA TRANSCRIPTS/ TRA	15.92		
			NT8547	12/31/2021	DEC 2021 IA TRANSCRIPTS/ TRA	23.88		
			NT9035	1/31/2022	JAN 2022 IA TRANSCRIPTS/ TRA	103.48		
			NT9275	2/15/2022	FEB 2022 IA TRANSCRIPTS/ TRA	91.54		376.11
96354	4/12/2022	00003591	NORTH STAR GRAPHICS	1930	2/21/2022	GRACHICS KIT	748.00	748.00
	Voucher:							
96355	4/12/2022	00003867	NUCCIO'S NURSERIES INC.	3-1	3/1/2022	GROWER OF AZALEA AND CAME	501.23	501.23
	Voucher:							
96356	4/12/2022	0013096	OFFICE TEAM	59535805	3/7/2022	WK 3/4/22 ATHENA HENDERSON	1,716.00	1,716.00
	Voucher:							
96357	4/12/2022	0006418	ORANGE COUNTY TREASURER	SH 61504	2/23/2022	NOV 2021 RANGE FEES	99.92	
	Voucher:		SH 61505	2/23/2022	DEC 2021 MONTHLY RANGE FEE	1,380.96		1,480.88

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
96358	4/12/2022	0007984 O'REILLY AUTO PARTS	3063-446597	2/1/2022	DC HUB PICK UP 2	70.85	
	Voucher:		3063-445859	1/27/2022	U-JOINT MONTO MATIC	117.26	
			3063-445860	1/27/2022	TRAILER JACK TOR CNVT BLT 1	261.65	
			3063-448868	2/16/2022	RADIATOR	203.19	
			3063-448983	2/17/2022	HITCH BALL X4	104.69	
			3063-450174	2/24/2022	GL WIPER FLUID	34.99	
			3063-449990	2/23/2022	MICRO V BELT	32.89	
			3063-452315	3/10/2022	ASSORTMENT	117.97	
			3063-453164	3/15/2022	TERMNL TOOL	60.63	
			3063-451048	3/1/2022	EQUIPMENT REPAIR PARTS	76.06	
			3063-451949	3/7/2022	AUTO PARTS SUPPLIES ONLY. N	13.12	
			3063-451216	3/3/2022	AUTO PARTS SUPPLIES ONLY. N	19.73	
			3063-446644	2/1/2022	DC HUB PICK	46.53	
			3063-450924	3/1/2022	AIR TANK - PARK YARD	51.81	
			3063-450936	3/1/2022	AUTO PARTS SUPPLIES ONLY. N	48.50	1,259.87
96359	4/12/2022	00004582 PARKHOUSE TIRE INC	1010851118	3/10/2022	4 TIRES- E FST CLACK	510.89	510.89
	Voucher:						
96360	4/12/2022	00005158 PD: AGENT, AUGUST	1-3208	3/17/2022	MARCH 6-9,2022 TRAINING LAW	632.16	632.16
	Voucher:						
96361	4/12/2022	00003848 PD: BAUTISTA, LISA	1-3206	3/17/2022	FEB 28-MARCH 2 2022 TRANING	255.48	255.48
	Voucher:						
96362	4/12/2022	0011707 PD: DINH, MARTIN	1-3206	3/17/2022	FEB 28-MARCH 2, 2022 TRANING	268.10	268.10
	Voucher:						
96363	4/12/2022	0010664 PD: GOLD COAST K9	SGPD-09	3/3/2022	TRAINING-DUAL PURPOSE HANI	11,500.00	11,500.00
	Voucher:						
96364	4/12/2022	00002445 PD: JIMENEZ, MAYRA	1-3206	3/17/2022	FEB 28-MARCH 2, 2022 TRAINING	239.48	239.48
	Voucher:						
96365	4/12/2022	0012288 PD: LOZADA, MARIA	1-3207	3/17/2022	FEB 22-24, 2022 TRAINING TACT	145.73	145.73
	Voucher:						
96366	4/12/2022	0010856 PD: MORALES, ISAAC	1-3205	3/17/2022	MARCH 7-11 2022 TRAINING: INV	328.73	328.73
	Voucher:						
96367	4/12/2022	00004713 PETTY CASH- PARKS & REC.DEP3/8/22-3/14/22		3/15/2022	3/8/22-3/14/22: PETTY CASH REC	212.57	212.57
	Voucher:						
96368	4/12/2022	0011257 PK: GUILMETTE, ROBERT	RGWINTER0322	3/14/2022	02/28/22-03/14/22: YOGA	450.00	450.00
	Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
96369	4/12/2022	0010391	PK: LOPEZ, JORGE L.	JLWINTER322	3/2/2022	DEC 2021-MAR 2022: RENTERIA	960.00
	Voucher:						960.00
96370	4/12/2022	0010624	PK: SANCHEZ, MARIBEL	MSWINTER0322	3/14/2022	02/26/22-03/12/22: ZUMBA	135.00
	Voucher:						135.00
96371	4/12/2022	00003721	PLUMBERS DEPOT INC.	PD-50360	2/17/2022	PARTS FOR SEWER CREW	320.83
	Voucher:						320.83
96372	4/12/2022	0005405	POLLARDWATER.COM	0209062	2/24/2022	WATER RELATED TOOLS AND EC	505.51
	Voucher:						505.51
96373	4/12/2022	0009511	PRADO FAMILY SHOOTING RANC	5960	3/6/2022	FEB 25,2022-MARCH 2, 2022 TRA	800.00
	Voucher:						800.00
96374	4/12/2022	0011466	PRINCIPAL LIFE INSURANCE CO.	FEB 2022	1/28/2022	JAN 2022: ADJ FOR ACTIVE SWC	6,075.25
	Voucher:						6,075.25
96375	4/12/2022	0005368	PRINTCO DIRECT	84297	1/28/2022	BUSINESS CARDS FOR PARKS C	33.08
	Voucher:			84270	12/17/2021	BUSINESS CARDS FOR H.R	33.08
				84259	12/17/2021	BUSINESS CARDS FOR P.D	33.08
				84247	12/17/2021	BUSINESS CARDS FOR COUNCI	137.81
				84453	2/23/2022	PRINTS SETS FOR CAPITAL IMPI	74.75
				84298	12/23/2021	BUSINESS CARDS FOR PD	33.08
				84258	12/17/2021	BUSINESS CARDS FOR P.D.	33.08
				84255	12/23/2021	BUSINESS CARDS FOR C.D Y. SI	33.08
				84249	12/17/2021	BUSINESS CARDS FOR C.D N. H	33.08
				84248	12/17/2021	BUSINESS CARDS FOR COUNCI	137.81
96376	4/12/2022	00001322	PVP COMMINCATIONS INC.	130244	11/18/2021	HELMET FOR MOTOR OFFICE A	1,257.63
	Voucher:						1,257.63
96377	4/12/2022	00000416	RAPID-O-PRINT	25168	3/8/2022	PRINTING SERVICES	926.10
	Voucher:						926.10
96378	4/12/2022	0012962	REGIONAL TAP SERVICE CENTE	I6015808	2/28/2022	FEB 2022: TAP BUS PASSES	1,228.00
	Voucher:						1,228.00
96379	4/12/2022	00002735	ROADLINE PRODUCTS, INC.	17206	2/7/2022	REPLACEMENT PARTS FOR GR/	3,661.12
	Voucher:						3,661.12

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96380	4/12/2022	0007637 RSG, INC	I008363	1/31/2022	JAN 2022 GENERAL-ON CALL SE	405.00	
	Voucher:		I008364	1/31/2022	JAN 2022 GENERAL-ON CALL SE	2,671.25	
			I008376	1/31/2022	JAN 2022 GENERAL-ON CALL SE	1,943.75	
			I008377	1/31/2022	JAN 2022 GENERAL-ON CALL SE	435.00	
			I008374	1/31/2022	JAN 2022 GENERAL-ON CALL SE	40.00	
			I008357	1/31/2022	9001-19 LONG BEACH BLVD-TEN	93.75	
			I008358	1/31/2022	9001-19 LONG BEACH HABITAT F	2,776.25	
			I008359	1/31/2022	13050 PARAMOUNT BLVD MARKI	2,966.25	
			I008360	11/30/2021	HOUSING AUTHORITY - ON-CALI	258.75	
			I0008362	1/31/2022	JAN 2022 GENERAL-ON CALL SE	1,397.50	
			I008361	1/31/2022	JAN 2022 GENERAL-ON CALL SE	2,125.63	
			I008355	1/31/2022	JAN 2022: SUCCESSOR AGENCY	605.00	
			I008356	1/31/2022	JAN 2022: LRPMP PROPERTIES	2,158.75	17,876.88
96381	4/12/2022	0008369 SAFETY-KLEEN SYSTEM, INC	88019396	12/21/2021	FUEL	262.59	262.59
	Voucher:						
96382	4/12/2022	0010999 SAFNA CORPORATION	10290	3/8/2022	FEB 2022: SAFNA AMEND NO. 5 -	17,850.00	17,850.00
	Voucher:						
96383	4/12/2022	00000825 SAN BERNARDINO SHERIFF'S DE21314		2/24/2022	NOV 17,2021 TRAINING:SWAT FII	560.00	560.00
	Voucher:						
96384	4/12/2022	0010623 SECTRAN SECURITY INC.	22030499	3/10/2022	MAR 2022: SECTRAN SECURITY	308.27	308.27
	Voucher:						
96385	4/12/2022	00004834 SECURITY SIGNAL DEVICES SYSR-00360365		4/1/2022	04/01/22 TO 06/30/22: BURGLAR /	687.58	
	Voucher:		S-01069348	2/23/2022	2/22/22: FY 2021/22: CIVIC CENTE	69.50	
			S-01069928	3/2/2022	3/1/22: FY 2021/22: CIVIC CENTE	278.00	1,035.08
96386	4/12/2022	00004857 SMITH FASTENER COMPANY	0037751	3/1/2022	LYNCH PIN WITH RING, HATCHE	193.44	
	Voucher:		0037753	3/1/2022	SCREWS	148.84	
			0037782	3/2/2022	BOLTS, SPRINGS, LOCKS	56.25	398.53
96387	4/12/2022	0012098 SO CAL COMPTON PIPE SUPPLY	2925	2/23/2022	RUBBER GASKET FOR WATER R	9.57	
	Voucher:		2948	3/4/2022	BRASS PARTS FOR WATER SER'	613.95	623.52
96388	4/12/2022	0013159 SOUTH GATE TRUCK PART INC.	105093	3/1/2022	MEGACRIMP COUPLINGS HOSE	164.59	164.59
	Voucher:						
96389	4/12/2022	0009420 SPARKLETTS	15758432 030422	3/4/2022	PROVIDE WATER SERVICES	504.90	504.90
	Voucher:						
96390	4/12/2022	0012980 SPECTRUM	108308401030122	3/2/2022	MAR 2022: FIBER OPTICS FOR P	950.41	950.41
	Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
96391	4/12/2022	00004897	ST FRANCIS MEDICAL CENTER	10333103	3/2/2022	R. GONZALEZ CLAIM #020822GR	886.31	886.31
		Voucher:						
96392	4/12/2022	00001068	STATE CONTROLLER'S OFFICE	FAUD-00003214	3/1/2022	7/1/21-6/30/22: PREPARE FY 2020	2,982.54	2,982.54
		Voucher:						
96393	4/12/2022	0013072	STATEWIDE SAFETY SYSTEM	40011537	3/1/2022	79 SIDE MOUNT BRACKETS FOR	1,626.98	1,626.98
		Voucher:						
96394	4/12/2022	0011468	SUPERIOR VISION SERVICES, INC	597350	1/20/2022	FEB 2022: ADJ FOR ACTIVE SWC	54.74	54.74
		Voucher:						
96395	4/12/2022	0011201	TELECOM LAW FIRM, P.C.	11523	11/8/2021	11/5/21: SMALL WIRELESS FACIL	5,400.00	5,400.00
		Voucher:						
96396	4/12/2022	00003851	THOMSON REUTERS	845968809	3/1/2022	FEB 2022: WEST INFORMATION I	601.91	601.91
		Voucher:						
96397	4/12/2022	0008153	TIME WARNER CABLE-	0507757021522	2/15/2022	2/15/21-3/14/22: FOR CITY YARD	25.52	
		Voucher:		0490384022722	2/27/2022	2/27/22-3/26/22: ACCT# 8448 30 0	148.33	
				0008335030122	3/1/2022	MAR 2022: ACCT# 8448 30 017 00	161.26	
				0044267022722	2/27/2022	FEB 2022 CABLE FOR PD AND W	297.01	
				0879974030122	3/1/2022	03/01/22-3/28/22: PD INTERNET S	117.97	750.09
96398	4/12/2022	0011640	TIREHUB, LLC	25344694	2/2/2022	TIRES PURCHASE	396.11	
		Voucher:		25580628	2/17/2022	TIRES PURCHASE	996.66	
				25560365	2/16/2022	TIRES PURCHASE	270.60	1,663.37
96399	4/12/2022	00000637	TURF STAR INC	7198969-01	2/8/2022	EQUIPMEMNT PARTS	1,229.93	
		Voucher:		7211174-01	2/8/2022	EQUIPMEMNT PARTS	400.79	1,630.72
96400	4/12/2022	0008005	U.S. BANK-PARS ACCT#67460225	MAR 2022	3/8/2022	MAR 2022: PARS SUPPLEMENTA	5,329.26	5,329.26
		Voucher:						
96401	4/12/2022	0008005	U.S. BANK-PARS ACCT#67460225	APR 2022 LOUIE	2/24/2022	APR 2022: KEN LOUIE: PARS - E)	550.00	
		Voucher:		APR 2022 MOSTA	2/24/2022	APR 2022: M.MOSTAKHAMI: PAR	680.00	
				APR 2022 BATES	2/24/2022	APR 2022: RON BATES: PARS - E	160.00	1,390.00
96402	4/12/2022	00004964	UNDERGROUND SERVICE ALERT	1220220192	3/1/2022	NEW TICKET CHARGES	584.20	584.20
		Voucher:						
96403	4/12/2022	0012997	UNITED SITE SERVICES OF, CALI	114-12928307	3/14/2022	12 MONTHS OF PORTA POTTY R	206.37	
		Voucher:		114-12850274	2/14/2022	12 MONTHS OF PORTA POTTY R	206.37	412.74

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
96404	4/12/2022	0011926	URM TECHNOLOGIES, INC.	0076693	2/28/2022	FEB 2022 STORAGE	194.61	
	Voucher:			0076696	2/28/2022	FEB 2022 - AR	21.96	
				0076698	2/28/2022	FEB 2022 - PAYROLL	20.52	
				0076699	2/28/2022	FEB 2022 - PERS	54.72	
				0076694	2/28/2022	FEB 2022 - ACCNT	245.85	
				0076695	2/28/2022	FEB 2022 - AP	865.69	
				0076697	2/28/2022	FEB 2022 - PERSONNEL/AP/PAYF	71.64	1,474.99
96405	4/12/2022	00004975	US ARMOR	36585	3/14/2022	VEST- ENFORCER CONCEALABL	927.09	927.09
	Voucher:							
96406	4/12/2022	00001848	VERIZON WIRELESS	9900319926	2/23/2022	1/24/22-2/23/22: PD - IPAD AIRTIM	76.02	
	Voucher:							76.02
96407	4/12/2022	00004353	VORTEX INDUSTRIES, INC	07-1548548	12/16/2021	ROOF HATCH FOR AUDITORIUM	6,425.24	
	Voucher:			07-1553560	1/12/2022	VORTEX- 2 NEW SETS OF STOR	23,975.10	30,400.34
96408	4/12/2022	00002634	VULCAN MATERIALS COMPANY	73209121	2/25/2022	ASPHALT & ENVIRONMENTAL FE	223.25	
	Voucher:			732156114	3/4/2022	ASPHALT & ENVIRONMENTAL FE	309.51	
				93219857	3/9/2022	ASPHALT & ENVIRONMENTAL FE	310.43	
				73222291	3/11/2022	ASPHALT & ENVIRONMENTAL FE	399.92	
				73218002	3/7/2022	ASPHALT & ENVIRONMENTAL FE	371.58	
				73222290	3/11/2022	ASPHALT & ENVIRONMENTAL FE	189.06	
				73224477	3/14/2022	ASPHALT & ENVIRONMENTAL FE	310.43	2,114.18
96409	4/12/2022	0011064	W.A. RASIC CONSTRUCTION, CO	343647	2/16/2022	ON-CALL CONTRACT FOR WTR/	15,520.91	15,520.91
	Voucher:							
96410	4/12/2022	00000028	WATER REPLENISHMENT DISTRI	2021-12-T22-07	3/8/2022	JUL 2021-DEC 2021: TITLE 22 GR	34,367.00	34,367.00
	Voucher:							
96411	4/12/2022	00002593	WAXIE'S SANITARY SUPPLY	80727737	3/8/2022	INVENTORY PO/ JANITORIAL SU	30.53	30.53
	Voucher:							
96412	4/12/2022	0010471	WEBSTER'S BEE'S REMOVAL SR	1965	2/27/2022	BEE REMOVAL SERVICE: 10255 :	235.00	
	Voucher:			1967	3/1/2022	BEE REMOVAL SERVICE - 10215	235.00	
				1985	3/14/2022	BEE REMOVAL SERVICE - 10422	235.00	705.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
96413	4/12/2022	0010476	WECK LABORATORIES INC	W2B1738-COSOU	2/24/2022	WATER QUALITY SAMPLING	135.00	
	Voucher:			W2B1840-COSOU	2/28/2022	WATER QUALITY SAMPLING	115.00	
				W2C0308-COSOL	3/4/2022	WATER QUALITY SAMPLING	75.00	
				W2B1529-COSOU	2/22/2022	WATER QUALITY SAMPLING	150.00	
				W2B1739-COSOU	2/24/2022	WATER QUALITY SAMPLING	135.00	
				W2C0140-COSOL	3/1/2022	WATER QUALITY SAMPLING	105.00	
				W2C0172-COSOL	3/2/2022	WATER QUALITY SAMPLING	30.00	
				W2C0243-COSOL	3/3/2022	WATER QUALITY SAMPLING	105.00	
				W2C0309-COSOL	3/4/2022	WATER QUALITY SAMPLING	30.00	
				W2C0833-COSOL	3/10/2022	WATER QUALITY SAMPLING	190.00	
				W2C0909-COSOL	3/11/2022	WATER QUALITY SAMPLING	30.00	1,100.00
96414	4/12/2022	00004593	WESTERLY METER SERVICE CO 17052		2/25/2022	METER TEST	70.00	70.00
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
96415	4/12/2022	00000561	WESTERN EXTERMINATOR COM 14723652	3/4/2022	ANNUAL PEST CONTROL AND E	149.00	
	Voucher:		13593926	2/10/2022	ANNUAL PEST CONTROL AND E	42.00	
			13593253	2/23/2022	ANNUAL PEST CONTROL AND E	206.00	
			14715728	3/9/2022	ANNUAL PEST CONTROL AND E	121.00	
			14715277	3/9/2022	ANNUAL PEST CONTROL AND E	275.00	
			14716353	3/9/2022	ANNUAL PEST CONTROL AND E	45.50	
			13594191	2/10/2022	ANNUAL PEST CONTROL AND E	211.00	
			14724538	3/2/2022	GOPHER & FLEA ABATEMENT AT	1,950.00	
			13602433	2/2/2022	GOPHER & FLEA ABATEMENT AT	1,950.00	
			13344038	1/13/2022	ANNUAL PEST CONTROL AND E	56.00	
			13342065	1/12/2022	ANNUAL PEST CONTROL AND E	206.50	
			13341662	1/12/2022	ANNUAL PEST CONTROL AND E	82.50	
			13339457	1/12/2022	ANNUAL PEST CONTROL AND E	121.00	
			13593925	2/10/2022	ANNUAL PEST CONTROL AND E	151.50	
			14716019	3/10/2022	ANNUAL PEST CONTROL AND E	211.00	
			14715726	3/10/2022	ANNUAL PEST CONTROL AND E	42.00	
			14715725	3/10/2022	ANNUAL PEST CONTROL AND E	151.50	
			13596541	2/9/2022	ANNUAL PEST CONTROL AND E	206.50	
			13593928	2/9/2022	ANNUAL PEST CONTROL AND E	121.00	
			13593927	2/9/2022	ANNUAL PEST CONTROL AND E	46.50	
			13593461	2/8/2022	ANNUAL PEST CONTROL AND E	295.50	
			13594518	2/10/2022	ANNUAL PEST CONTROL AND E	45.50	
			13598432	2/9/2022	ANNUAL PEST CONTROL AND E	56.00	
			13596542	2/9/2022	ANNUAL PEST CONTROL AND E	69.50	
			13596138	2/9/2022	ANNUAL PEST CONTROL AND E	82.50	
			13593462	2/10/2022	ANNUAL PEST CONTROL AND E	275.00	
			14718330	3/9/2022	ANNUAL PEST CONTROL AND E	69.50	
			14720279	3/9/2022	ANNUAL PEST CONTROL AND E	56.00	
			14718329	3/9/2022	ANNUAL PEST CONTROL AND E	206.50	
			14717935	3/9/2022	ANNUAL PEST CONTROL AND E	82.50	
			14715727	3/9/2022	ANNUAL PEST CONTROL AND E	46.50	
			14715276	3/4/2022	ANNUAL PEST CONTROL AND E	295.50	
			13601545	2/4/2022	ANNUAL PEST CONTROL AND E	149.00	8,075.00
96416	4/12/2022	0011968	WEX BANK 79213813	3/6/2022	03/6/22 CLOSING DATE: SHELL C	947.95	947.95
	Voucher:						

Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
96417	4/12/2022	00001522	WHITE CAP CONSTRUCTION SUP	50017885293	2/2/2022	ALL PURPOSE GRAVEL QUIKRE	277.22
	Voucher:		50017885294	2/2/2022	MAX-A-PATCH ASPHALT COLD P	1,166.27	1,443.49
96418	4/12/2022	00001280	WILLDAN	00622747	2/25/2022	THRU 1/28/22: PROFESSIONAL S	925.00
	Voucher:		00335718	1/11/2022	THRU 12/1/21: AS-NEEDED ENGI	13,780.00	14,705.00
96419	4/12/2022	00000058	XEROX CORP	015317413	1/13/2022	XEROX SERVICES	39.05
	Voucher:						39.05
96420	4/12/2022	00000062	ZIEGLER'S HARDWARE& SUPPLY	10783	3/3/2022	MATERIALS TO PREP FOR PAINT	20.91
	Voucher:		10739	2/23/2022	REPLACEMENT SHOWERHEAD I	14.32	
			10778	3/3/2022	(12) MASTER MAGNUM ALL KEY!	224.78	
			10774	3/2/2022	WAX RINGS FOR MENS POOL R	37.45	
			10658	1/3/2022	WASHERS AND TOILET WAX.	31.88	
			10682	2/9/2022	RESTROOM PLUMBING	53.93	
			10688	2/10/2022	COVERS FOR LIGHT SWITCHES	5.49	
			10694	2/14/2022	WELDING SUPPLIES FOR THE S	79.25	
			10697	2/15/2022	PURCHASED A REPLACEMENT \	14.32	
			10701	2/16/2022	PURCHASED SCREWS TO REPL	12.35	
			10703	2/16/2022	PAINT MIXERS EXTENSION.	26.39	
			10716	2/17/2022	MATERIALS TO PAINT DOOR @ M	19.81	
			10733	2/22/2022	(4) KEY REPLACEMENTS.	8.78	
			10735	2/23/2022	WELLHOUSE MAINTENANCE	43.32	
			10836	3/16/2022	WELLHOUSE MAINT SUPPLIES	36.71	
			10734	2/23/2022	WATER REPAIR PARTS	17.61	
			10761	2/28/2022	SUPPLIES FOR PAINT CREW	8.80	656.10
340957	3/22/2022	00004266	U.S. BANK CORPORATE PAYMEN				
		0005347	AMAZON.COM	114-1892441-859C	1/25/2022	MD - GALAXY S20 FE CASE	26.44
	Voucher:						26.44
1312022	1/31/2022	00004309	AMERIFLEX	JANUARY 2022-A	1/31/2022	JAN 2022: ACH DEBITS BOW	5,539.12
	Voucher:						5,539.12

Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3409057	3/22/2022	00004266 U.S. BANK CORPORATE PAYMEN					
		0012993 SPORTS FACILITIES GROUP, INC	3MT53799BY8925	2/18/2022	IK-ADULT SPORTS EQUIPMENT	559.28	
		0005292 TARGET	091931	2/3/2022	PD-PRESCHOOL SUPPLIES	14.95	
		0012834 PAYPHONE.COM	1536	2/14/2022	MD - ARMORED PHONE	328.60	
		0006769 ALCO TARGET CO.	2371	1/24/2022	JM - TRAINING: TARGETS FOR D	79.38	
		0005347 AMAZON.COM	114-3494773-478C	2/2/2022	JM -SUPPLIES: ACADEMY SUPPI	23.14	
		0005347 AMAZON.COM	114-0218647-3351	2/2/2022	JM SUPPLIES: ACADEMY SUPPL	155.40	
		0008045 PD: CLEARS INC.	010622	2/2/2022	JM MEMBERSHIP DUES: CA LAV	51.50	
		0005305 PAYPAL	92589160	2/4/2022	JM SUPPLIES: BATTERIES FOR \	99.32	
		0012884 SAVAGE TRAINING GROUP LLC	stg-5270	2/8/2022	JM TRAINING: FIELD TRAINING C	595.00	
		0012471 BEHAVIORAL ANALYSIS TRAININ	0208202204	2/8/2022	JM TRAINING: INVESTIGATIVE, I	575.00	
		00000322 SAM'S CLUB	001039 2/2/22	3/29/2022	PD-PRESCHOOL SUPPLIES	82.50	
		0005295 WALMART	01/29/2022	1/29/2022	PD-CULTURAL ARTS SUPPLIES	49.60	
		0005347 AMAZON.COM	111-9686198-9030	2/1/2022	PD-CULTURAL ARTS SUPPLIES	76.06	
		00004854 SMART & FINAL	064304	2/3/2022	PD-PRESCHOOL SUPPLIES	25.89	
		0005291 PARTY CITY	088261	2/2/2022	PD-PRESCHOOL SUPPLIES	46.97	
		00000322 SAM'S CLUB	9823920228	2/7/2022	PD-CULTURAL ARTS SUPPLIES	149.72	
		0005347 AMAZON.COM	111-2733450-1264	2/14/2022	PD-CULTURAL ARTS SUPPLIES	121.26	
		0005347 AMAZON.COM	111-4099476-7488	2/14/2022	PD-CULTURAL ARTS SUPPLIES	41.88	
		00002026 FEDERAL EXPRESS CORPORATI	101239359633163	3/30/2022	JM PRINTING: ACADEMY LEARN	317.82	
		00002026 FEDERAL EXPRESS CORPORATI	114-7476298-7495	2/15/2022	JM SUPPLIES: ACADEMY SUPPL	28.36	
		0008155 DROPBOX.COM	146LDPLMD7YQ	1/27/2022	1/27/22-1/27/23 DROPBOX BUSIN	444.19	
		0011933 JERSEY MIKE'S SUBS	01-001662-02-133	2/3/2022	DT - LUNCH FOR ORAL PANEL - I	14.64	
		0005347 AMAZON.COM	111-4268692-0289	2/15/2022	PD-CULTURAL ARTS SUPPLIES	12.01	
		0005347 AMAZON.COM	114-2782899-5818	2/16/2022	MD - CRUCIAL 8GB RAM	81.56	
		0005347 AMAZON.COM	114-2500259-1373	2/16/2022	MD - USB C CABLES	13.22	
		0013399 AMERICAN PLANNING ASSOCIAT	173395-2212	1/7/2022	APA MEMBERSHIP CATEGORY E	398.00	
		00002335 PITNEY BOWES	1019623001	1/9/2022	07/1/21-12/31/21 MAINTENANCE I	218.28	
		0005347 AMAZON.COM	113-1842490-544C	2/3/2022	MA - SHOT TIMER - WILD PACT C	165.36	
		0010219 SHERIFFS' RELIEF ASSOCIATION	074397	2/2/2022	JM SUPPLIES: ACADEMY SUPPL	87.26	
		0010698 COPQUEST, INCORPORATED, DE	606902	2/4/2022	MA - BLACK HARWOOD RIOT BA	448.69	
		0011933 JERSEY MIKE'S SUBS	01-001662-02-133	2/3/2022	DT- LUNCH FOR ORAL PANEL - F	14.64	
		0011933 JERSEY MIKE'S SUBS	01-001662-02-133	2/3/2022	DT- LUNCH FOR ORAL PANEL - F	13.76	
		0007717 DOORKING INC	1756044	2/17/2022	DT - IM SERVER SUBSCRIPTION	124.88	
		00003960 MAJESTIC TROPHY & AWARDS	022036	1/26/2022	RETIREMENT PLAQUE MARIN	112.20	

Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0012993 SPORTS FACILITIES GROUP, INC	OEW37514551096	2/3/2022	IK-YOUTH SPORTS EQUIPMENT	953.27	
		0013388 POWERCHIPS.COM	IN-10003880-PC	2/3/2022	IK-GATE TRANSFER TOKENS	215.58	
		0012993 SPORTS FACILITIES GROUP, INC	16806	2/9/2022	IK-ADULT SPORTS EQUIPMENT	997.14	
		0012993 SPORTS FACILITIES GROUP, INC	3CW13985Y56546	2/11/2022	IK-ADULT SPORTS EQUIPMENT	999.98	
		0012993 SPORTS FACILITIES GROUP, INC	1EV85328CN4286	2/15/2022	IK-YOUTH SPORTS EQUIPMENT	999.67	
		00001414 OFFICE DEPOT	010845	2/16/2022	IK-YOUTH SPORTS AWARD CER	57.18	
		00000268 HOME DEPOT CREDIT SERVICES	0531363	2/16/2022	IK-SPORTS CENTER OFFICE SU	18.05	
		0012525 ADVANCED GUNSLINGER ARMA	16634	2/1/2022	GREEN SLINGD AND FOUR GRE	280.00	
		0005347 AMAZON.COM	113-790688-55906	1/31/2022	MA - RANGE FINDER - FINDING M	165.73	
		0005347 AMAZON.COM	114-1683330-4517	1/27/2022	MD - DELL E5470 LAPTOP BATTE	43.60	
		0005347 AMAZON.COM	114-4478339-8737	2/2/2022	MD - DELL 24" FHD MONITOR	429.96	
		00000268 HOME DEPOT CREDIT SERVICES	050995/4610488	3/29/2022	PD-PRESCHOOL SUPPLIES	35.03	
		00004854 SMART & FINAL	025804	2/3/2022	PD-PRESCHOOL SUPPLIES	14.00	
		0005514 TIME CLOCK SALES & SERVICE	(R582069	1/26/2022	TIME CARDS	117.23	
		0005347 AMAZON.COM	114-7561633	3/29/2022	MD - USB 3.0 HUB	13.94	
		0005347 AMAZON.COM	114-4453619-9196	2/17/2022	MD - WIRE LOOM	40.78	
		0013374 STANDARD GOLF CO.	289163-000	1/31/2022	PD-GOLF SUPPLIES	629.56	
		0009030 PIRATE'S DINNER ADVENTURE	254683	2/20/2022	PIRATE'S DINNER ADVENTURE	1,855.57	
		00001414 OFFICE DEPOT	049453	1/25/2022	OFFICE SUPPLIES	89.51	
		0005347 AMAZON.COM	114-7201316-3741	1/26/2022	MD - REFUND	-55.13	
		0005295 WALMART	2922252-876930	1/25/2022	AQUATICS STORAGE SUPPLIES	882.01	
		0009649 AT&T	JAN 2022	1/20/2022	SC-JAN 2022 INTERNET SERVICI	124.14	
		0009261 PD: PUBLIC SAFETY ALLIANCE,LI	1/25/22	1/25/2022	JM- TRAINING: LOW-LIGHT PHOT	150.00	
		0009261 PD: PUBLIC SAFETY ALLIANCE,LI	1/25/22-TEJEDA	1/25/2022	JM- TRAINING: DIGITAL PHOTOG	150.00	
		00003011 IACP	0126043	1/28/2022	JM - 1/1/22-12/21/22 MEMBERSHI	190.00	
		0009354 PD: IXII TRAINING	6931	2/1/2022	JM - TRAINING: TACTICAL DISPA	310.80	
		0009354 PD: IXII TRAINING	2712731219	2/1/2022	JM - TRAINING: D.U.I. CHECKPOI	250.00	
		0005293 MICHAELS	057073	1/26/2022	PD-PRESCHOOL SUPPLIES	74.43	
		0005295 WALMART	035887	1/27/2022	PD-PRESCHOOL SUPPLIES	8.20	
		0008153 TIME WARNER CABLE-	0495151010722	1/7/2022	AE-01/07/22 - 02/06/22 SPECTRUI	131.93	
		0012596 ZOOM.US	INV133648489	2/17/2022	JL-FEB 17-FEB 19 CLOUD RECOI	3.87	
		0012596 ZOOM.US	INV134024634	2/20/2022	JL-ZOOM STANDARD PRO MONI	159.92	
		00002871 ICC-INTERNATIONAL CODE COU	101229411	2/1/2022	WC-02/28/22 & 03/01/22 INTERNA	300.00	
		00002871 ICC-INTERNATIONAL CODE COU	101229411-2	2/1/2022	WC-03/01/22 & 03/03/22 INTERNA	300.00	
		00000415 NATIONAL CONSTRUCTION REN	6394377	2/3/2022	WC-NATIONAL CONSTRUCTION	269.28	

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		00003955 GALLS, LLC, (FEIN 20-3545989)	20103928	2/7/2022	WC-HOURLY CEO UNIFORM SHI	172.22	
		00004313 AT&T	562 602-5215 JAN	1/16/2022	1/16/22 TO 02/15/22 PHONE LINE	420.00	
		00001698 4 IMPRINT INC	22409805	2/14/2022	WC-CODE ENFORMENT DIVISIO	458.71	
		0008513 EBAY	08-08219-41215	2/3/2022	DR-REPLACEMENT CONSOLE - I	286.64	
		00003843 NORTH STAR ELECTRONICS, LLC2980		2/2/2022	DR-SAFETY CONNECTION - JUM	776.00	
		0013390 ALL PROPANE LPG	41016	2/10/2022	DR-PROPANE TANK FILLER COU	157.35	
		0009209 THE HABIT	1027	2/8/2022	AE-FEBRUARY 8, 2021 DINNER F	41.60	
		00002342 INDEPENDENT CITIES ASSOCIAT1908-4493		2/9/2022	AE-APRIL 1, 2022- APRIL 3,2022 F	650.00	
		00002342 INDEPENDENT CITIES ASSOCIATPI_3KTTSU2FRM:		2/15/2022	AE-APRIL 1, 2022 - APRIL 3,2022	650.00	
		0005379 JET BLUE	CUKHRJ	2/17/2022	AE-FEB. 28-MAR42022 RETURNII	223.60	
		0008335 ALL IN ONE POSTER COMPANY, I215662		1/31/2022	NC COMPLIANCE POSTERS	228.09	
		00004046 MATTHEW BENDER & CO., INC. 0099388403		2/4/2022	NC- MATHEW BENDER & COMPA	92.70	
		0009420 SPARKLETTS	16963364 020322	2/3/2022	NC- DS SERVICES STANDARD C	35.92	
		0013395 SOUTHERN CALIFORNIA PUBLIC049250		2/17/2022	NC- LABOR RELATIONS CONFEE	125.00	
		00003168 ALL AMERICAN TROPHY & ENGR113508		12/17/2021	NC- PD EMLPOYEE OF THE YEA	350.04	
		0013392 SMARTSIGN	SMT-462873	3/24/2022	METAL SIGNS FOR GOLF COURSE	1,627.05	
		0005368 PRINTCO DIRECT	84362	1/26/2022	PD-CULTURAL ARTS SUPPLIES	161.74	
		0005368 PRINTCO DIRECT	002828	1/26/2022	PD-CULTURAL ARTS SUPPLIES	62.48	
		0009027 MONOPRICE INC	22391108	2/3/2022	JL-USB EXTENSION CABLES 15F	21.27	
		0012679 VECTORUSA	043591	2/2/2022	JL-EMERGENCY PROFESSIONAL	731.25	
		0008153 TIME WARNER CABLE-	0600966012222	1/22/2022	AE- 01/22/22 - 02/21/22 SPECTRU	121.78	
		0008153 TIME WARNER CABLE-	0426271011422	3/24/2022	AE-01/14/22 - 02/13/22 SPECTRU	16.02	
		0008153 TIME WARNER CABLE-	0426602012522	1/25/2022	AE-01/25/22 - 02/24/22 SPECTRU	238.52	
		0008153 TIME WARNER CABLE-	0435603011422	1/14/2022	AE-01/14/22 - 02/13/22 SPECTRU	130.67	
		0013389 B.L WALLACE DISTRIBUTOR	20220503	2/12/2022	DR-REPLACEMENT IRRIGATION	380.38	
		0005295 WALMART	2962264-551147	1/24/2022	PD-CULTURAL ARTS SUPPLIES	46.77	
		0005347 AMAZON.COM	100419616202-cre	1/30/2022	PD-CULTURAL ARTS SUPPLIES (-25.35	
		0008153 TIME WARNER CABLE-	0500034012722	1/27/2022	AE-01/26/22 - 02/25/22 SPECTRU	234.96	
		0008153 TIME WARNER CABLE-	0500034122721	12/27/2021	AE-12/27/21 - 01/26/22 SPECTRU	234.96	
		0008153 TIME WARNER CABLE-	0426628123021	12/30/2021	AE-12/30/21 - 01/29/22 SPECTRU	128.40	
		0008153 TIME WARNER CABLE-	0586090012622	1/26/2022	AE-01/26/22 - 02/25/22 SPECTRU	247.38	
		0008153 TIME WARNER CABLE-	0426263011422	1/14/2022	AE-01/14/22 - 02/13/22 SPECTRU	5.39	
		0008153 TIME WARNER CABLE-	120508901010722	1/7/2022	SPECTRUM SUBSCRIPTION FOF	1,204.58	
		0008153 TIME WARNER CABLE-	12050890112721	12/7/2021	AE-01/27/22 - 02/26/22 SPECTRU	234.96	
		0008153 TIME WARNER CABLE-	0490491122721	12/27/2021	AE-12/27/21 - 01/26/22 SPECTRU	234.96	

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
		0008153 TIME WARNER CABLE-	0495151120721	12/7/2022	AE-12/07/21 - 01/06/22 SPECTRU	129.99		
		0008153 TIME WARNER CABLE-	0435603121421	12/14/2021	AE-12/14/21 - 01/13/22 SPECTRU	130.67		
		0008153 TIME WARNER CABLE-	0426271121421	12/14/2021	AE-SPECTRUM SUBSCRIPTION I	16.02		
		0008153 TIME WARNER CABLE-	0426263121421	12/14/2021	AE-12/14/21 - 01/13/22 SPECTRU	5.29		
		0008153 TIME WARNER CABLE-	0426602122521	12/25/2021	AE-12/25/21 - 01/24/22 SPECTRU	234.96		
		0008153 TIME WARNER CABLE-	0426628013022	1/30/2022	AE-01/22/22 - 02/21/22 SPECTRU	128.40		
		0008153 TIME WARNER CABLE-	0586090122621	3/24/2022	AE-12/26/21 - 01/25/22 SPECTRU	243.69		
		0010165 SOUND CLOUD PRO	2022-2023	1/24/2023	AE-YEARLY RENEWAL OF YEARI	135.00		
		0012305 NATIONAL LEAGUE OF CITIES	2080	1/24/2022	AE-CITIES CONGRESSIONAL CIT	730.00		
		0012592 1-800-FLOWERS	5797014818	1/24/2022	AE-GET WELL FLORAL ARRANGI	122.00		
		0008153 TIME WARNER CABLE-	0600966122221	12/22/2021	AE-12/22/21 - 01/21/22 SPECTRU	119.99		
		0008452 CXTEC	7129414	2/1/2022	"JAG - PHONE FOR VALERIE JOF	193.35		
		0008452 CXTEC	7129589	2/2/2022	"JAG - PHONE FOR VALERIE JOF	262.40		
		0008452 CXTEC	7129500	2/2/2022	JAG - PHONE EXTENSION FOR \	161.60		
		0013396 HOLIDAY INN EXPRESS, SAN DIE	43995404	2/8/2022	JAG- CMSFO CONFERENCE HOI	419.84		
			2/22/22 LATE FEE	2/22/2022	LATE FEE	42.91	30,557.70	
16578912	3/4/2022	00001186 EMPLOYMENT DEVELOPMENT	DL0223434000	1/31/2022	10/01/2021-12/31/21: UNEMPLOY	6,312.00		
	Voucher:		L1195027728	1/31/2022	10/1/21-12/3/21: FEDERAL CARE	-2,681.00		
			L1532625680	2/24/2022	10/1/21-12/31/21: PERSONAL INC	700.91		
			L1517978384	2/24/2022	THRU 3/11/22: UNDERPAYMENT I	107.72	4,439.63	
Sub total for BANK OF THE WEST:							1,095,101.03	
164 checks and 5 wire transfers in this report.								
Grand Total All Checks and Wire Transfers:							1,095,101.03	

Void Checks

Bank code: botw

Check #	Date
96317	4/12/2022

WARRANT REGISTER FOR COUNCIL MEETING 4/12/2022

PART VII

apChkLst

03/30/2022 8:41:02AM

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
2254	3/17/2022	00004836	SEIU LOCAL 721 CTW CLC-23900Ben297517	3/17/2022	SEIU DUES: PAYMENT	2,931.86	2,931.86
		Voucher:					
2255	3/17/2022	00002370	INTERNAL REVENUE SERVICE Ben297519	3/17/2022	MEDICARE: PAYMENT	137,932.85	137,932.85
		Voucher:					
2256	3/17/2022	00000343	PUBLIC EMPLOYEES RETIREMENTBen297521	3/17/2022	PERS RETIREMENT: PAYMENT	213,431.39	213,431.39
		Voucher:					
2257	3/17/2022	00001186	EMPLOYMENT DEVELOPMENT DBen297523	3/17/2022	SDI: PAYMENT	46,104.74	46,104.74
		Voucher:					
2258	3/17/2022	00000004	NATIONWIDE RETIREMENT SOLBen297525	3/17/2022	DEF COMP NATIONWIDE: PAYME	68,957.77	68,957.77
		Voucher:					
2259	3/17/2022	00004996	SEIU-COPE LOCAL 721, LA/OC CIBen297527	3/17/2022	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
		Voucher:					
2260	3/17/2022	00004988	CHILD SUPPORT ON-LINE, STATEBen297529	3/17/2022	CHILD SUPPORT-ONLINE: PAYMI	1,399.51	1,399.51
		Voucher:					

Sub total for BANK OF THE WEST: 470,797.12

7 wire transfers in this report.

Grand Total All Wire Transfers : 470,797.12

WARRANT REGISTER FOR COUNCIL MEETING 4/12/2022

PART VIII

apChkLst

04/04/2022

2:55:35PM

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
2261	3/31/2022	00000004	NATIONWIDE RETIREMENT SOLLBen298183	3/31/2022	DEF COMP NATIONWIDE: PAYME	55,285.45	55,285.45
		Voucher:					
2262	3/31/2022	00001186	EMPLOYMENT DEVELOPMENT DBen298185	3/31/2022	SDI: PAYMENT	44,502.05	44,502.05
		Voucher:					
2263	3/31/2022	00002370	INTERNAL REVENUE SERVICE Ben298187	3/31/2022	MEDICARE: PAYMENT	133,879.59	133,879.59
		Voucher:					
2264	3/31/2022	00004836	SEIU LOCAL 721 CTW CLC-23900Ben298189	3/31/2022	SEIU DUES: PAYMENT	2,907.86	2,907.86
		Voucher:					
2265	3/31/2022	00000343	PUBLIC EMPLOYEES RETIREMENTBen298191	3/31/2022	PERS RETIREMENT: PAYMENT	211,571.32	211,571.32
		Voucher:					
2266	3/31/2022	00004996	SEIU-COPE LOCAL 721, LA/OC CIBen298193	3/31/2022	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
		Voucher:					
2267	3/31/2022	00004988	CHILD SUPPORT ON-LINE, STATEBen298195	3/31/2022	CHILD SUPPORT-ONLINE: PAYMI	1,399.51	1,399.51
		Voucher:					

Sub total for BANK OF THE WEST: 449,584.78

7 wire transfers in this report.

Grand Total All Wire Transfers : 449,584.78

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 4/12/2022**

TOTAL PART I - PAYROLL-RELATED CHECKS	2,928.29
TOTAL PART II - PREPAID CHECKS (3/23/2022)	1,369,607.61
TOTAL PART III - PREPAID CHECKS (3/24/2022)	9,652.69
TOTAL PART IV - PREPAID CHECKS (3/30/2022)	78,146.00
TOTAL PART V - PAYROLL-RELATED CHECKS	2,928.29
TOTAL PART VI - ACCOUNTS PAYABLE CHECKS	1,095,101.03
TOTAL PART VII - PAYROLL-RELATED WIRE TRANSFERS	470,797.12
TOTAL PART VIII - PAYROLL-RELATED WIRE TRANSFERS	449,584.78
SUB - TOTAL	3,478,745.81
LESS: VOIDS	0.00
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(563,912.77)
GRAND TOTAL	2,914,833.04

SOUTH GATE CITY COUNCIL WARRANT APPROVAL AND CANCELLATION

Warrant Number 96239 to Warrant Number 96420 inclusive, plus Wire Transfers totaling \$2,914,833.04, as listed on the accompanying Accounts Payable Warrant Register of April 12, 2022 are approved as presented, with the exception of the following voided and replacement warrants:

Replacement checks reported in previous warrant registers have no impact to the grand total and are listed below.

Voided

Check Number	Vendor	Check Date	Amount	Reason for Void or Replacement
95669	FULLER ENGINEERING, INC.	2/22/2022	\$ 855.78	LOST IN MAIL. ISSUED REPLACEMENT CHECK# 96243
96317	N/A	4/12/2022	\$ 0.00	HOME DEPOT DESCRIPTION OVERFLOW
	GRAND TOTAL OF VOIDED & REPLACEMENT CHECKS		855.78	

CITY AUDITOR

CITY MANAGER

 4/4/22

DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on April 12, 2022 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.

WARRANT CORRECTIONS CITY COUNCIL MEETING OF 4/12/2022

Warrant Number 96098 to Warrant Number 96116 were incorrectly recorded on the March 22, 2022 Warrant Register due to a technical error. The corrected Warrant Numbers are listed below:

Check Date	Check Doc Number	Warrant Number	Corrected Warrant Number	Vendor Name	Amount
3/22/2022	1886853	96098	96099	AIRGAS USA, LLC	\$4,061.82
3/22/2022	1886942	96099	96100	ALESHIRE & WYNDER, LLP, SUITE 1700	\$18,130.60
3/22/2022	1886782	96100	96101	ALL CITY MANAGEMENT SERVICES	\$18,558.45
3/22/2022	1886829	96101	96102	ALVARADOSMITH	\$121,971.23
3/22/2022	1886999	96102	96103	AMERICAN ALUMINUM ACCESSORIES	\$182.00
3/22/2022	1886996	96103	96104	AMERICAN INTEGRATED SERVICES, INC	\$3,924.00
3/22/2022	1886825	96104	96105	AMERINAT	\$905.11
3/22/2022	1886876	96105	96106	AT&T	\$21,314.16
3/22/2022	1886837	96106	96107	AT&T MOBILITY	\$574.98
3/22/2022	1886783	96107	96108	ATLANTIC LOCK & KEY	\$166.90
3/22/2022	1886936	96108	96109	BEARCOM	\$2,593.54
3/22/2022	1886993	96109	96110	BEST ENVIRONMENTAL SUBSURFACE, TECHNOLOGIES, INC.	\$6,065.00
3/22/2022	1886820	96110	96111	BOB BARKER COMPANY	\$381.65
3/22/2022	1886885	96111	96112	CALIFORNIA BLDNG STANDARDS COM	\$368.10
3/22/2022	1886858	96112	96113	CARPENTER, ROTHANS & DUMONT	\$14,079.40
3/22/2022	1887000	96113	96114	CASTILLO, JORGE	\$240.78
3/22/2022	1886834	96114	96115	CDCE, INC	\$8,985.38
3/22/2022	1886888	96115	96116	CLARK SEIF CLARK, INC.	\$1,900.40
3/22/2022	1886980	96116	96098	CMR: ADOLFO VARAS	\$75.00