



## SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, May 12, 2020 at 6:30 p.m.

### **TELECONFERENCE**

**DIAL-IN-NUMBER: 1-669-900-6833**

**MEETING ID: 818 5845 2208 #**

**<https://us02web.zoom.us/j/81858452208>**

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

|                             |  |
|-----------------------------|--|
| <b>CALL TO ORDER</b>        | Maria Davila, Mayor                          |
| <b>INVOCATION</b>           | Reverend Sean Pica, Redeemer Lutheran Church |
| <b>PLEDGE OF ALLEGIANCE</b> | Sylvia Masushige, Planning Commissioner      |
| <b>ROLL CALL</b>            | Carmen Avalos, City Clerk                    |

### **II. City Officials**

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

### **III. COVID 19 Meeting Procedures**

Pursuant to Governor Newsom's Executive Order N-29-20, dated March 17, 2020, members of the South Gate City Council, staff, and the public will

participate in the May 12, 2020 meeting via a teleconference. To avoid exposure to COVID-19 this meeting will be held with City Council Members participating via teleconference by calling Dial-in-Number: 1-669-900-6833 and Meeting ID: 961 5021 0709 # and <http://zoom.us/j/96150210709>

Additionally, you may submit your comments electronically by emailing the City Clerk at [cavalos@sogate.org](mailto:cavalos@sogate.org).

**Procedure for Participation:**

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

Subject line should read: **COMMENTS FOR ITEM \_\_\_\_\_, MEETING OF May 12, 2020.**

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

**IV. 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.

**V. Proclamations, Certificates, Introductions And Ceremonial Actions**

**1. Proclamation Declaring May As Older Americans Month**

The City Council will issue a Proclamation declaring the month of May as Older Americans Month and will recognize Sylvia Masushige as this year’s honoree. (PARKS)

Documents:

[ITEM 1 REPORT05122020.PDF](#)

**2. Proclamation Declaring May 17 - 23, 2020 As National Public Works Week**

The City Council will issue a Proclamation declaring the week of May 17 through 23, 2020 as “National Public Works Week.” (PW)

Documents:

[ITEM 2 REPORT 20200512.PDF](#)

### **3. City Council Appointments To City Commissions, Committees And Boards**

The City Council will consider making appointments to City Commissions, Committees and Boards; the appointments will be ratified by a majority vote of the City Council. (ADMIN)

Documents:

[ITEM 3 REPORT05122020.PDF](#)

### **4. City Council Appointments To Outside Boards And Agencies**

The City Council will consider making appointments to outside boards and agencies, the appointments will be ratified by a majority vote of the City Council. (ADMIN)

Documents:

[ITEM 4 REPORT05122020.PDF](#)

## **VI. Public Hearings**

### **5. Ordinance Amending Title 9 (Buildings) Of The Municipal Code Updating The California Building Standards Codes**

The City Council will conduct a Public Hearing to consider waiving the reading in full and introducing an **Ordinance** \_\_\_\_\_ amending Title 9 (Buildings), of the South Gate Municipal Code, in its entirety by adopting by reference the 2019 Edition of the California Codes of Regulations, Title 24 and the 2018 Edition of the Uniform Solar Energy and Hyrdonics Codes, and 2018 Edition of Swimming Pool, Spa and Hot Tub Codes published by the International Association of Plumbing and Mechanical Officials, effective July 1, 2020. (CD)

Documents:

[ITEM 5 REPORT 20200512.PDF](#)

## **VII. 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.

### **VIII. 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.

### **IX. Consent Calendar Items**

Agenda Items **6, 7, 8, 9, 10, 11, 12 and 13** 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.

#### **6. Resolution Updating The Job Specifications Of The Senior Accountant Position**

The City Council will consider adopting a **Resolution** \_\_\_\_\_ amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the job specification of the Senior Accountant position in the Administrative Services Department. (ADMIN SVCS)

Documents:

[ITEM 6 REPORT 20200512.PDF](#)

#### **7. Agreement With Kosmont & Associates, Inc./Kosmont Companies For Property Annexation Assistance**

The City Council will consider: (CD)

a. Approving an Agreement (**Contract No.** \_\_\_\_\_) with Kosmont & Associates, Inc., doing business as Kosmont Companies,



for real estate advisory services for property annexation assistance for the property located at Assessor Parcel Number 6234-012-900 for the development of the Southeast Los Angeles Cultural Center, in an amount not to exceed \$20,000;

b. Appropriating \$27,000 from the unassigned General Fund balance to account number 100-603-41-6101 (General Fund - Planning - Professional Services) to fund this Agreement and the property surveys needed to complete annexation;

c. Appropriating \$10,000 from the unassigned General Fund balance to account number 100-603-41-6309 (General Fund - Planning - Fees & Charges) to fund the LAFCO application fees; and

d. Authorizing the Mayor to execute Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 7 REPORT 20200512.PDF](#)

## **8. Employment Agreement With Steve Costley As Interim Director Of Parks & Recreation**

The City Council will consider: (ADMIN SVCS)

a. Approving an Employment Agreement (**Contract No.** \_\_\_\_\_) with Steve Costley for the position of Interim Director of Parks & Recreation, retroactively effective January 1, 2020; and

b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 8 REPORT 20200512.PDF](#)

## **9. Agreement With Hardy And Harper, Inc., For The Construction Of The Chakemco Street Improvement Project**

The City Council will consider: (PW)

a. Approving an Agreement (**Contract No.** \_\_\_\_\_) with Hardy and Harper, Inc., to construct the Chakemco Street Improvement Project, City Project No. 593-ST (Project), in an amount not-to- exceed \$447,000;

b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and

c. Approving the Notice of Exemption for the construction of the

Project and direct the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

Documents:

[ITEM 9 REPORT 20200512.PDF](#)

## **10. Purchase Of Two Dump Trucks For The Public Works Street And Sewer Division**

The City Council will consider: (PW)

- a. Authorizing the purchase of two 2020 Ford Super Duty F-550 Dump Trucks from National Auto Fleet Group through Sourcewell for the Public Works Street and Sewer Division, in the amount \$140,514; and
- b. Authorizing the Mayor to execute the documents necessary to purchase the two 2020 Ford Super Duty F-550 Dump Trucks in forms acceptable to the City Attorney.

Documents:

[ITEM 10 REPORT 20200512.PDF](#)

## **11. Change Orders, Appropriations And Notice Of Completion For The Boulevard Project**

The City Council will consider: (PW)

- a. Approving Contract Change Order No. 5 to Contract No. 3389 to fund improvements that were necessary to address unforeseen field conditions, to modify the project scope by adding and removing improvements, and to fund overhead costs incurred by an extended construction schedule, in the amount of \$312,185;
- b. Approving Contract Change Order No. 6 to Contract No. 3389 to remove from the contract improvements that were not cost-effective to construct, resulting in a cost reduction of \$843,410;
- c. Approving Contract Change Order No. 7 to Contract No. 3389 to increase the amount of the contract as the actual sum of some of the construction quantities required to complete construction was higher than the amount specified in the contract, thus resulting in a cost increase of \$672,820;
- d. Approving Contract Change Order No. 8 to Contract No. 3389 to reduce the amount of the contract as the actual sum of some of the construction quantities required to complete construction was less than the amount specified in the contract, thus resulting in a cost reduction of \$1,025,403;
- e. Authorizing the Assistant City Manager/Director of Public Works to

execute Contract Change Order Nos. 5, 6, 7 and 8 for a net reduction of the contract amount of \$883,808;

f. Appropriating \$317,307 in funds received and credited to revenue Account No. 311-4699 to Account No. 311-790-31-9447 for The Boulevard Project, City Project No. 476-TRF, to allocate the funds paid to the City by the Los Angeles Community College District for their share of the costs associated with the construction of a traffic signal at the intersection of Firestone Boulevard and Calden Avenue, constructed under The Boulevard Project;

g. Appropriating \$11,671 in funds to be received and credited to revenue Account No. 311- 4699 to Account No. 311-790-31-9447 for The Boulevard Project to allocate the funds to be fully paid to the City by the Sky Investment Group for their share of the costs associated with the repair of road median and landscaping improvements completed under The Boulevard Project;

h. Accepting completion of construction, effective October 28, 2019, of The Boulevard Project, City Project No. 476-TRF, Metro Call-For-Projects ID No. F3124; and

i. Directing the City Clerk to file a Notice of Completion with Los Angeles County Registrar Recorder's Office.

Documents:

[ITEM 11 REPORT 20200512.PDF](#)

## **12. Declaration Of Obsolete Firearms As Surplus Property; And Purchase Order With ProForce Law Enforcement For Purchase Of New Firearms**

The City Council will consider: (PD)

a. Declaring the designated 113 obsolete firearms as surplus properly;

b. Approving a Purchase Order with ProForce Law Enforcement to exchange these firearms for credit to purchase new firearms through the Buy-Back Program;

c. Authorizing the City's Purchasing Division to issue a Purchase Order for this purchase in accordance with the City's purchasing ordinance and policies; and

d. Authorizing the Police Chief to execute any additional documents as may be required to properly implement and manage this purchase.

Documents:

### 13. Minutes

The City Council will consider approving the Regular and Special Meeting minutes of April 21, 2020. (CLERK)

Documents:

## **X. Reports, Recommendations And Requests**

### **14. Resolution Finding There Is A Need To Continue The Local Emergency Due To The Ongoing COVID-19 Pandemic**

The City Council will consider adopting a **Resolution** \_\_\_\_\_ finding there is a need to continue the Local Emergency within the City as a result of the ongoing Coronavirus Disease 2019 pandemic. (ADMIN)

Documents:

### **15. General Fund Financial Status Update And Proposed Budget Adjustments**

The City Council will consider: (ADMIN SVCS)

- a. Receiving and filing the financial status update of the Fiscal Year 2019/20 Municipal Budget;
- b. Appropriating \$30,000 from the Prop A Maintenance and Servicing account to account no. 221-480-33-6101 for the remaining payment to Amigos de Los Rios for the Hollydale Regional Park project;
- c. Appropriating \$375,000 from the unassigned General Fund Balance to account no. 100-604-29-XXXX (various accounts) for the costs of the Code Enforcement program that were previously funded with CDBG funds;
- d. Appropriating \$53,600 from the unassigned South Coast Air Quality Management District (SCAQMD) Fund Balance to account no. 223-610-49-9100 for four Diesel Particulate Regeneration Stations; and
- e. Appropriating \$185,500 from the unassigned Street Lighting & Landscaping Fund Balance to account number 251-714-25-9500 for the purchase and installation of four traffic signal standards.

Documents:

[ITEM 15 REPORT 20200512.PDF](#)

## **16. Warrant Register For May 12, 2020**

The City Council will consider approving the Warrants and Cancellations for May 12, 2020. (ADMIN SVCS)

Total of Checks: \$1,321,127.11  
Voids: \$ (4,465.20)  
Total Payroll Deductions: (\$ 299,115.56)  
Grand Total: \$1,017,546.35

Cancellations: 87365, 87704, 87826

Documents:

[ITEM 16 REPORT 20200512.PDF](#)

## **XI. Adjournment**

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted May 7, 2020 at 4:28 p.m., as required by law.

Carmen Avalos, CMC  
City Clerk

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

8650 California Avenue, South Gate, California 90280  
(323) 563-9510 \* fax (323) 563-5411 \* [www.cityofsouthgate.org](http://www.cityofsouthgate.org)

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

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

RECEIVED

MAY 5 2020

City of South Gate

Item No. 1

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

3:20pm

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 12, 2020  
Originating Department: Parks & Recreation

Deputy Director:

Steve Costley / rsc  
Steve Costley

City Manager:

Michael Flad  
Michael Flad

**SUBJECT:** PROCLAMATION DECLARING MAY AS OLDER AMERICANS MONTH

**PURPOSE:** To recognize May as Older Americans Month acknowledging the many contributions of the community's senior population and to designate and recognize Sylvia Masushige as this year's honoree.

**RECOMMENDED ACTION:** Mayor Maria Davila will issue a Proclamation declaring the month of May as Older Americans Month and will recognize Sylvia Masushige as this year's honoree.

**FISCAL IMPACT:** None

**ANALYSIS:** None

**BACKGROUND:** In keeping with the tradition of recognizing and celebrating senior citizens and their contributions, Mayor Maria Davila will issue a Proclamation declaring May as Older Americans Month recognizing and honoring senior citizens for their efforts to support and enhance the quality of life for all residents through their tireless and continuous volunteer support of our schools, recreation programs, churches, libraries, service clubs and other volunteer organizations.

This year, the City is pleased to nominate Sylvia Masushige as the City's representative for her contributions and dedication to the community and her role as an active and vital senior citizen. Sylvia has served as a Planning Commissioner for several years, has a long history of volunteer service to South Gate and has proudly served as the City's 2008 Azalea Queen.

**ATTACHMENT:** Proclamation



# City of South Gate



From the Honorable  
**Mayor**

## PROCLAMATION

### Declaring May as Older Americans Month and Recognizing Sylvia Masushige as this year's honoree

- WHEREAS,** May is traditionally Older Americans Month, a time to celebrate and recognize the important contributions of Older Americans and the network of services that support them; and
- WHEREAS,** our population of senior citizens continues to grow, our nation remains dedicated to fulfilling our promises to these valuable members of our society; and
- WHEREAS,** Older Americans have contributed many years of service in their communities through volunteer programs; and
- WHEREAS,** during this month, we honor our seniors and thank them for the lessons they teach us and the strong values they instill in families and communities; and
- WHEREAS,** each year in May, all of the cities in Los Angeles County officially recognize one of their seniors to draw attention to the accomplishments and contributions of the selected senior as well as all seniors throughout their community; and
- WHEREAS,** this year, the City is pleased to nominate Sylvia Masushige as the City's representative for her contributions and dedication to the community and her role as an active and vital senior citizen; and
- WHEREAS,** Sylvia Masushige has served as a Planning Commissioner for several years, has a long history of volunteer service to South Gate and has proudly served as the City's 2008 Azalea Queen;

**NOW, THEREFORE,** be it proclaimed on this 12<sup>th</sup> day of May 2020, that I, **Maria Davila, Mayor of the City of South Gate,** on behalf of the City Council and citizens, do hereby declare May as Older Americans Month and do hereby recognize Sylvia Masushige as this year's honoree. Thank you for your time and talents to improving the quality of life for all.

A handwritten signature in blue ink that reads "Maria Davila".

Mayor Maria Davila

RECEIVED

City of South Gate

Item No. 2

MAY 7 2020

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

7:45am

AGENDA BILL

For the Regular Meeting of: May 12, 2020

Originating Department: Public Works

Department Director:

*Arturo Cervantes*

City Manager:

*Michael Flad*

**SUBJECT: NATIONAL PUBLIC WORKS WEEK - MAY 17 THROUGH MAY 23, 2020**

**PURPOSE:** To celebrate the tens of thousands of men and women in North America who provide and maintain public infrastructure and services collectively known as public works.

**RECOMMENDED ACTION:** Mayor Maria Davila will issue a Proclamation declaring the week of May 17 through 23, 2020 as "National Public Works Week."

**FISCAL IMPACT:** None.

**ANALYSIS:** None.

**BACKGROUND:** National Public Works Week (NPWW) recognizes tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works. Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, this celebration calls attention to the value of public works programs in sustaining our communities.

NPWW is observed each year during the third full week of May. Through NPWW, APWA seeks to raise public awareness of public works issues. APWA seeks to increase confidence in public works employees who are dedicated to improving the quality of life for present and future generations.

The City's Public Works Department (Department) is responsible for the planning, design, construction, operations and maintenance of public infrastructure (such as roads, bridges, sewerage, the municipal drinking water system, street lights, traffic signals and building facilities).

The Department manages a Capital Improvement Program (CIP) that is focused on enhancing quality of life in the City. The Department is in a position to deliver key capital projects within the next few years. These projects will have several benefits such as enhancing safety, reducing congestion, improving the reliability of public infrastructure and expanding recreational opportunities.

The Department provides a wide array of maintenance services such as street sweeping, trash and recycling collections services, tree trimming, maintenance of roads, sidewalks, street lights, traffic signals and sewer system, litter and graffiti removal. The Department also operates the City's municipal water system which provides quality drinking water to 90% of the City's residents.

**ATTACHMENT:** Proclamation

AC/AM:lc



# City of South Gate



From the Honorable  
**Mayor**

## PROCLAMATION

Declaring

**May 17 through 23, 2020 as National Public Works Week**

- WHEREAS,** public works services provided in our community such as the maintenance of roads, water and sewer systems, street lights and traffic signals, street sweeping, graffiti removal, and solid waste collection are an integral part of our citizen's everyday life; and
- WHEREAS,** the quality and safety of these facilities, as well as their planning, design and construction, is virtually dependent upon the efforts and skills of public works officials; and
- WHEREAS,** the City Council authorized the Public Works Department to initiate and complete a Capital Improvement Program (CIP), with millions in funded projects, to enhance safety, reduce congestion, improve transportation mobility, increase infrastructure reliability, create new recreational opportunities, encourage sustainability, conserve water, and address deferred maintenance issues; and
- WHEREAS,** the CIP includes key projects that will change the way residents experience South Gate, such as the Urban Orchard Project, the Garfield Avenue and Imperial Highway Street Rehabilitation Project, the Garfield Avenue Complete Streets Project, the Long Beach Boulevard Green Streets Project, and the Tweedy Boulevard Complete Street Project; and
- WHEREAS,** this national recognition of Public Works Week serves to enhance the prestige of the unsung heroes of our society who are professionals who serve the public good every day with quiet dedication;

**NOW, THEREFORE,** be it proclaimed on this 12<sup>th</sup> day of May 2020, that **I, Maria Davila, Mayor of the City of South Gate,** on behalf of the City Council and citizens, do hereby proclaim May 17 through 23, 2020, as National Public Works Week. I call upon all citizens and civic organizations to recognize the contributions that public works staff makes every day to improve our health, safety, comfort and quality of life.

  
Mayor Maria Davila

RECEIVED

MAY 5 2020

City of South Gate  
CITY COUNCIL

Item No. 3

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

3:10pm

AGENDA BILL

For the Regular Meeting of: May 12, 2020

Originating Department: Administration

City Manager:



Michael Flad

City Manager:



Michael Flad

**SUBJECT:** APPOINTMENTS TO CITY COMMISSIONS, COMMITTEES AND BOARDS

**PURPOSE:** This item allows the City Council to make appointments to City Commissions, Committees and Boards.

**RECOMMENDED ACTION:** The City Council will make appointments to City Commissions, Committees and Boards; the appointments will be ratified by a majority vote of the City Council.

**FISCAL IMPACT:** None.

**ANALYSIS:** None.

**BACKGROUND:** Every year after the City Council re-organizes, the City Council has the opportunity to reappoint or substitute their appointees serving 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. There are currently two vacancies on this Board. All appointments must be ratified by a majority vote of the City Council.

**ATTACHMENTS:** A. Current Commission, Committee and Board Appointment Roster: 05-05-2020  
B. Ordinance No. 2286

| Council Member  | Planning Commission<br>\$125/Meeting<br>1 <sup>st</sup> & 3 <sup>rd</sup> Tues. at 7 pm  | Parks & Recreation Commission<br>\$75/Meeting<br>2 <sup>nd</sup> Thurs. at 7 pm  | Civil Service Commission<br>\$100/Meeting<br>As required           | Citizens Advisory Committee<br>\$25/Meeting<br>Meets as needed   |
|---|--|--|--|--|
| <b>Maria del Pilar Avalos</b><br>2739 Glenwood Place<br>Cell: (562) 719-1337<br><br>Elected: 03-03-2020<br>End of Term: March 2024  | <b>Carlos Velásquez</b><br>8996 Burke Avenue<br>Cell: (323) 945-8149<br><a href="mailto:carlos.velasquez50@gmail.com">carlos.velasquez50@gmail.com</a><br><br>Appointed: 10-25-2016  | <b>Naomi Nixon</b><br>9855 Karmont Avenue<br>Hm: (562) 659-7530<br><br>Appointed: 11-26-2019   | <b>Carlos Gomez</b><br><br><br>Appointed: 02-14-2017               | <b>Vacancy</b><br><br><b>Candice Esquivel</b><br>4730 Tweedy Blvd<br>(323) 283-7733<br><a href="mailto:cesquivel81@yahoo.com">cesquivel81@yahoo.com</a><br>Appointed: 09-25-2018   |
| <b>Denise Diaz</b><br>10365 Virginia Avenue<br>Cell: (323) 667-7688<br><br>Elected: 03-07-2017<br>End of Term: March 2021   | <b>Sylvia Masushige</b><br>8416 Beechwood Avenue<br>Hm: (323) 567-6402<br>Bus: (323) 564-6977<br>Cell: (562) 755-6159<br><a href="mailto:grandmasyl01@hotmail.com">grandmasyl01@hotmail.com</a><br><br>Appointed: 04-25-2017 | <b>John Robert Montalvo</b><br>9815 Virginia Avenue<br>Cell: (323) 392-8135<br><a href="mailto:Johnmontalvo90280@yahoo.com">Johnmontalvo90280@yahoo.com</a><br><br>Appointed: 04-09-2019 | <b>Irene Jensen</b><br><br><br>Appointed: 04-25-2017               | <b>Leah Hernández</b><br>8941 Kauffman Avenue<br>(323) 819-0547<br><a href="mailto:phernandez1961@yahoo.com">phernandez1961@yahoo.com</a><br>Appointed: 09-25-2018<br><b>Claudia Sillas</b><br>8916 ½ San Gabriel Avenue<br>(213) 359-0510<br><a href="mailto:ClaudiaSillas95@gmail.com">ClaudiaSillas95@gmail.com</a><br>Appointed: 11-26-2019                  |
| <b>Maria Davila</b><br>10035 San Luis Avenue<br>Cell: (323) 243-9947<br><br>Elected: 01-28-2003<br>End of Term: March 2024  | <b>Jose Delgado</b><br>3925 Tenaya Avenue<br>Cell: (323) 702-1519<br><a href="mailto:josegdclgado@hotmail.com">josegdclgado@hotmail.com</a><br><br>Appointed: 01-10-2017   | <b>Jennifer Cypert</b><br>4718 Tweedy Boulevard<br>Cell: (323) 829-0663<br><a href="mailto:jsc001@msn.com">jsc001@msn.com</a><br><br>Appointed: 02-10-2003                               | <b>William John Currie (Bill)</b><br><br><br>Appointed: 01-27-2015 | <b>Virginia Johnson</b><br>5751 McKinley Avenue<br>Home: (562) 531-3700<br>Cell: (562) 761-3111<br><a href="mailto:thepalm22@yahoo.com">thepalm22@yahoo.com</a><br>Appointed: 02-22-2005<br><b>Anthony Zepeda</b><br>5218 McCallum Avenue<br>(323) 405-2006<br><a href="mailto:anthonyzepeda10@yahoo.com">anthonyzepeda10@yahoo.com</a><br>Appointed: 05-27-2014 |
| <b>Al Rios</b><br>10408 Orange Avenue<br>Cell: (323) 974-3540<br><br>Elected: 03-07-2017<br>End of Term: March 2021   | <b>Fabiola Inzunza</b><br>9542 Bowman Avenue<br>Cell: (323) 743-3229<br><a href="mailto:Fabiola.inzunza@gmail.com">Fabiola.inzunza@gmail.com</a><br><br>Appointed: 11-26-2019  | <b>Joshua Barron, Vice Chairperson</b><br>8819 Beaudine Avenue<br>Cell: (323) 791-5126<br><a href="mailto:joshb90280@yahoo.com">joshb90280@yahoo.com</a><br><br>Appointed: 04-25-2017    | <b>Juan Carlos Mendez</b><br><br><br>Appointed: 04-25-2017         | <b>Julianno A. Jarquin</b><br>10606 Mc Nerney Avenue<br>(714) 345-3451<br><a href="mailto:julianojarquin@gmail.com">julianojarquin@gmail.com</a><br>Appointed: 05-09-2017<br><b>Benigno Nunez</b><br>8420 San Carlos Avenue<br>(323) 434-8304<br><a href="mailto:Nunezbenny79@yahoo.com">Nunezbenny79@yahoo.com</a><br>Appointed: 05-09-2017                     |
| <b>Gil Hurtado</b><br>10001 W. Frontage Road,<br>Space 215<br>Cell: (323) 893-5728<br><br>Elected: 03-03-2020<br>End of Term: March 2024  | <b>Jenny Perez</b><br>10319 Bowman Avenue<br>Cell: (213) 361-3570<br><a href="mailto:jennybbruin@gmail.com">jennybbruin@gmail.com</a><br><br>Appointed: 05-08-2018   | <b>Jim Hicklin, Chairperson</b><br>10353 Mc Nerney Avenue<br>Home: (323) 564-1946<br><a href="mailto:jimtheman390@yahoo.com">jimtheman390@yahoo.com</a><br><br>Appointed: 04-28-2015     | <b>Robbie C. Hicklin</b><br><br><br>Appointed: 04-28-2015          | <b>Vacancy</b><br><br><b>Jovanna Laborin</b><br>3152 ½ Sequoia Drive<br>Cell: (323) 283-2631<br><a href="mailto:jovanna_cortez@yahoo.com">jovanna_cortez@yahoo.com</a><br>Appointed: 09-25-2018  |
| <b>Michelle Montes</b><br>10128 Capistrano Avenue<br>(213) 280-0400<br><a href="mailto:michelm@sketchers.com">michelm@sketchers.com</a><br>Appointed: 10-25-2016<br><b>Jimmy Torres</b><br>11610 Oklahoma Avenue<br>cell: (323) 742-0154<br><a href="mailto:jtorres1393@gmail.com">jtorres1393@gmail.com</a><br>Appointed: 07-14-2015 |  |  |  |  |

| Council Member   | Tweedy Mile Advisory Board<br>1 <sup>st</sup> Monday at 5 pm  |  |  |  |  |
|--|---|--|--|--|--|
| <b>Maria del Pilar Avalos</b><br>2739 Glenwood Place<br>Cell: (562) 719-1337<br><br>Elected: 03-03-2020<br>End of Term: March 2024       | <b>Maribel Chaidez</b><br>5225 Katella Road<br>(323) 896-9595<br><a href="mailto:maribreno@gmail.com">maribreno@gmail.com</a><br><br>Appointed: 09-11-2018<br>Term expires: 01-31-2022  |  |  |  |  |
| <b>Denise Diaz</b><br>10365 Virginia Avenue<br>Cell: (323) 667-7688<br><br>Elected: 03-07-2017<br>End of Term: March 2021                | <b>Joshua Barron</b><br>8819 Beaudine Avenue<br>Cell: (323) 791-5126<br><a href="mailto:Joshb90280@yahoo.com">Joshb90280@yahoo.com</a><br><br>Appointed on 10-09-2018 by<br>Al Rios for Denise Diaz<br>Term expires: 01-31-2022 |  |  |  |  |
| <b>Maria Davila</b><br>10035 San Luis Avenue<br>Cell: (323) 243-9947<br><br>Elected: 01-28-2003<br>End of Term: March 2024               | <b>Minerva Rodriguez</b><br>2648 Indiana Avenue<br>(213) 448-2890<br><a href="mailto:mini4taxes@yahoo.com">mini4taxes@yahoo.com</a><br><br>Appointed: 09-11-2018<br>Term expires: 01-31-2021                                    |  |  |  |  |
| <b>Al Rios</b><br>10408 Orange Avenue<br>Cell: (323) 974-3540<br><br>Elected: 03-07-2017<br>End of Term: March 2021                      | Vacancy. Appointment will<br>be for the remainder of the<br>term which expires 01-31-<br>2021.  |  |  |  |  |
| <b>Gil Hurtado</b><br>10001 W. Frontage Road,<br>Space 215<br>Cell: (323) 893-5728<br><br>Elected: 03-03-2020<br>End of Term: March 2024 | Vacancy. Appointment will<br>be for a new 3-year term<br>which will expire on 01-31-<br>2023.   |  |  |  |  |

**ORDINANCE NO. 2286**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE  
AMENDING TITLE 2 (LICENSES - BUSINESS REGULATIONS), CHAPTER 2.64  
(PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE) OF THE  
SOUTH GATE MUNICIPAL CODE BY ADDING SECTIONS 2.64.100  
THROUGH 2.64.140 ESTABLISHING THE  
TWEEDY MILE ADVISORY BOARD AND SETTING FORTH  
THE DUTIES THEREOF**

**WHEREAS**, pursuant to Section 36530 of the California Streets and Highways Code, the City Council shall appoint a Tweedy Mile Advisory Board (TMAB); and

**WHEREAS**, TMAB is necessary to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments;

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

**SECTION 1:** Title 2 (Licenses – Business Regulations), Chapter 2.64 (Parking and Business Improvement Area Business License) of the South Gate Municipal Code is hereby amended by adding Sections 2.64.100 through 2.64.140 to read as follows:

- 2.64.100      Tweedy Mile Advisory Board**
- 2.64.110      Membership**
- 2.64.120      Meetings**
- 2.64.130      Duties**
- 2.64.140      Staff Representation**

**2.64.100      Tweedy Mile Advisory Board**

The City Council shall appoint a Tweedy Mile Advisory Board pursuant to Section 36530 of the California Streets and Highways Code in order to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments.

**2.64.110      Membership**

The Tweedy Mile Advisory Board shall consist of five (5) members each of which shall be appointed by a City Council Member. The members of the Tweedy Mile Advisory Board shall be appointed for staggered, three-year terms.



**2.64.120 Meetings**

1. The regular meetings of the Tweedy Mile Advisory Board shall be held not less frequently than once each calendar year, and otherwise as determined by the Tweedy Mile Advisory Board. The Tweedy Mile Advisory Board shall meet in the South Gate City Council Chambers.
2. The Tweedy Mile Advisory Board shall annually elect a Chairperson and Vice Chairperson from among its members.
3. Three members of the Tweedy Mile Advisory Board constitute a minimum quorum for the transaction of business.
4. The affirmative vote of at least a majority of the then present members of the Tweedy Mile Advisory Board shall be necessary to take action.

**2.64.130 Duties**

The duties of the Tweedy Mile Advisory Board are as follows:

1. The Tweedy Mile Advisory Board shall prepare an annual report specifying the expenses, services, activities, and programs to be funded by the assessment, in accordance of the requirements of Sections 36530 and 36533 of the California Streets and Highways Code. Upon approval of the annual report, the City Council shall follow the procedures set forth in Section 36534 of the California Streets and Highways Code for the conduct of a public hearing on the assessments for the fiscal year referred to in the annual report.
2. The Tweedy Mile Advisory Board will work together with City staff to consider new business, to evaluate whether or not proposed solutions are viable and cost-effective, and to submit from time to time recommendations to the City Council for review and approval.
3. To perform such duties and responsibilities as may be assigned by the City Council from time to time.

[Remainder of page left blank intentionally]

**2.64.140 Staff Representation**


The City Manager shall assign staff to ensure the effective functioning of the Tweedy Mile Advisory Board, including designating the Secretary to the Tweedy Mile Advisory Board who shall be a City employee responsible for the preparation of all minutes of all meetings of the Board, and the filing of the approved minutes with the City Clerk. The minutes shall include a record of Board Member attendance, a brief summary of presentations made if any, actions taken by the Tweedy Mile Advisory Board, and the vote of each member on any item upon which action is taken. Minutes need not be verbatim transcripts of the conduct of the meetings, but should be sufficient to adequately characterize the discussions, deliberations and actions taken.

**SECTION 2:** This Ordinance shall take effect and be in force on the thirty-first (31<sup>st</sup>) day after its adoption.


**SECTION 3:** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED and ADOPTED** this 27<sup>th</sup> day of September, 2011.


**CITY OF SOUTH GATE:**

  
Maria Davila, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Raul F. Salinas, City Attorney

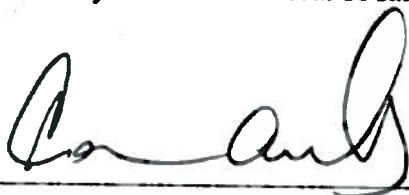
**ORDINANCE CERTIFICATION PAGE**

**STATE OF CALIFORNIA        )**  
**COUNTY OF LOS ANGELES    )     SS**  
**CITY OF SOUTH GATE        )**

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Ordinance No. 2286 was adopted by the City Council at their Regular Meeting held on September 27, 2011, by the following vote:

**Ayes:**           **Council Members:**    **Davila, De Witt, Gonzalez and Morales**  
**Noes:**           **Council Members:**    **None**  
**Absent:**         **Council Members:**    **Hurtado**  
**Abstain:**        **Council Members:**    **None**

Witness my hand and the seal of said City on October 5, 2011.



Carmen Avalos, City Clerk  
City of South Gate, California



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MAY 5 2020

Item No. 4

City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

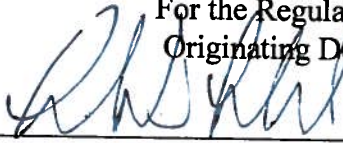
11:30am

AGENDA BILL

For the Regular Meeting of: May 12, 2020

Originating Department: Administration

City Manager:



Michael Flad

City Manager:



Michael Flad

**SUBJECT: APPOINTMENTS TO OUTSIDE BOARDS AND AGENCIES**

**PURPOSE:** This item was continued from the Regular City Council Meeting of April 21, 2020, continued from the Regular City Council Meeting of April 14, 2020. This item allows the City Council to make appointments to outside boards and agencies.

**RECOMMENDED ACTION:** The City Council will make appointments to outside boards and agencies; the appointments will be ratified by a majority vote of the City Council.

**FISCAL IMPACT:** None.

**ANALYSIS:** None.

**BACKGROUND:** Every year after the City Council re-organizes, the City Council has the opportunity to make changes to appointees that serve on outside boards and agencies as City Representatives and Alternate Representatives. All appointments must be ratified by a majority vote of the City Council.

**ATTACHMENT:** Roster of City Council Representation to Outside Agencies: 05/04/20

# ROSTER OF CITY COUNCIL REPRESENTATION ON OUTSIDE AGENCIES

| Organization  | Representative and Alternative | Appointment Date     | Meeting Information   | Stipend                                       |
|---|--------------------------------|----------------------|---|---|
| <b>City Council Auditor</b><br>Any City Council Member can serve; must be appointed by the Mayor, per Municipal Code.   | Rep: Avalos                    | 04-28-20             | Review prior to City Council Meeting  | \$0   |
| <b>County Sanitation Districts (Dist. 1 &amp; 2)</b><br>(Mayor is automatically the Director)<br>Any City Council Member can serve as the Alternate Director; staff and residents cannot serve as the Alternate; meetings are open to the public. | Rep: Bernal<br>Alt: Davila     | 10-08-19<br>04-10-18 | 2 <sup>nd</sup> and 4 <sup>th</sup> Wed ■ 1:30p, 1955 Workman Mill Rd., Whittier, 90602. Rechelle Z. Asperin; <a href="mailto:rasperin@lacsds.org">rasperin@lacsds.org</a> ; (562) 908-4288 x.1500  | \$125 plus mileage                            |
| <b>Gateway Cities Council of Governments</b><br>Board of Directors<br>Board Member & Alternate must be a City Council Member; meetings are open to the public.  | Rep: Davila<br>Alt: Rios       | 04-25-17<br>04-25-17 | 1 <sup>st</sup> Wed ■ 5:30p buffet & 6p; COG building, 16401 Paramount Blvd, Paramount 90723. Genny Cisneros, <a href="mailto:gcisneros@gatewaycog.org">gcisneros@gatewaycog.org</a> ; 562-663-6850   | \$125   |
| <b>Greater Los Angeles County Vector Control District Two Year Term</b><br>Board Member must be a City Council Member; Alternate may be a resident or staff member; meetings are open to the public.  | Trustee: Diaz                  | 12-10-19             | 2 <sup>nd</sup> Thurs ■ 7p, 12545 Florence Ave., Santa Fe Springs 90670. Mary-Joy Coburn; <a href="mailto:mjacoburn@glacvcd.org">mjacoburn@glacvcd.org</a> ; 562-944-9656 x.510. <a href="mailto:idever@glacvcd.org">idever@glacvcd.org</a> | \$100 per meeting                             |
| <b>HUB Cities Consortium</b><br>Board of Directors and Committees<br>Board Member & Alternate must be a City Council Member; meetings are open to the public.   | Rep: Rios<br>Alt: Diaz         | 04-09-19<br>04-09-19 | 3 <sup>rd</sup> Thurs (Board) ■ 5:15p; 2677 Zoe Ave, 2 <sup>nd</sup> Fl, H.P., 90255; meeting location varies. Marisol Nieto (323) 586-4729; <a href="mailto:nieto@hubcities.org">nieto@hubcities.org</a> . Committees meet as need         | \$250 per meeting for both Board & Committees |
| <b>Independent Cities Association (ICA)</b><br>Board Member & Alternate must be a City Council Member; meetings are open to the public.   | Rep: Bernal<br>Alt: Davila     | 04-10-18<br>04-10-18 | 2 <sup>nd</sup> Thurs (every month) ■ 7p; MWD Headquarters; Tai Sunnanon; 424-256-5763; <a href="mailto:ica@icacities.org">ica@icacities.org</a>  | \$0   |
| <b>Independent Cities Finance Authority Heavy Financial Agendas</b><br>Board Member must be a City Council Member; Alternate may be a staff member but not a resident; meetings are open to the public.   | Rep: Davila<br>Alt: Rios       | 04-10-18<br>04-25-17 | Meet as needed (max 4x a yr) ■ 12p, location varies. Debbie Smith (877) 906-0941; <a href="mailto:debbie@icfaauthority.org">debbie@icfaauthority.org</a>  | \$150 per meeting attended by Rep. only       |

|   |  |                              |   |  |
|---|--|------------------------------|---|--|
| <p><b>Independent Cities Risk Management Auth (ICRMA) Heavy Financial Agendas</b><br/>Board Member must be a City Council Member; Alternate may be a staff member but not a resident; meetings are open to the public.</p>  | <p>Rep: Davila<br/>Alt: Nellie Cobos</p> | <p>04-10-18<br/>10-23-12</p> | <p>2<sup>nd</sup> Wed ■ 9:30a, (even months) Rio Hondo Center, Downey. Jennifer Achterberg, Project Coordinator; (949) 349-9882; <a href="mailto:jennifer_achterberg@riskpooladministrators.com">jennifer_achterberg@riskpooladministrators.com</a></p>                                     | <p>\$0</p>   |
| <p><b>League of California Cities</b><br/>Board Member &amp; Alternate must be a City Council Member; meetings are open to the public.</p>  | <p>Rep: Bernal<br/>Alt: Diaz</p>         | <p>04-09-19<br/>04-09-19</p> | <p>1<sup>st</sup> Thurs of Jan, Mar, May, Aug, Sept, Dec. ■ 6p, location varies. Pam Herrera (916) 658-8229; <a href="mailto:pherrera@cacities.org">pherrera@cacities.org</a></p>   | <p>\$0</p>   |
| <p><b>Southeast Water Coalition Joint Powers Authority (SEWC)</b><br/>Board Member &amp; Alternate must be a City Council Member; meetings are open to the public.</p>  | <p>Rep: Bernal<br/>Alt: Davila</p>       | <p>04-10-18<br/>04-10-18</p> | <p>1<sup>st</sup> Thurs of every month ■ 6:30p; City of Whittier; Phuong Nguyen (562) 567-9500; <a href="mailto:pnguyen@cityofwhittier.org">pnguyen@cityofwhittier.org</a></p>  | <p>\$150 per meeting</p>   |
| <p><b>Southern California Association of Governments (SCAG) – Energy and Environment Committee (MD) Community, Economic &amp; Human Development Committee (BB)</b><br/>Committee Member &amp; Alternate must be a City Council Member; meetings are open to the public.</p>             | <p>Rep: Davila<br/>Alt: Bernal</p>       | <p>04-11-17<br/>04-11-17</p> | <p>1<sup>st</sup> Thurs of every month ■ 10a; SCAG's Policy A Meeting Room, 900 Wilshire Boulevard, Suite 1700, Los Angeles, 90017; Tess Rey-Chaput, Regional Affairs Analyst (213) 236-1908; <a href="mailto:rey@scag.ca.gov">rey@scag.ca.gov</a></p>                                      | <p>\$120</p>   |
| <p><b>Eco-Rapid Transit Authority (OLDA)</b><br/>(Contract No. 2124-First Amended Joint Exercise of Powers Agreement approved Sept. 28, 2004)<br/>Board Member must be a City Council Member, and the Alternate can be a staff member or resident; meetings are open to the public.</p> | <p>Rep: Davila<br/>Alt: Rios</p>         | <p>02-28-12<br/>04-10-18</p> | <p>2<sup>nd</sup> Wed ■ 6p, COG building; Mike Kodama, Executive Director, <a href="mailto:mkodama@mkplanners.com">mkodama@mkplanners.com</a>; Cristina Quintero, <a href="mailto:mcq@mkplanners.com">mcq@mkplanners.com</a>; (562) 663-6850; 16401 Paramount Boulevard Paramount 90723</p> | <p>\$100 per meeting for Directors and Alternates; \$150 for the second meeting in a month</p> |
| <p><b>Los Angeles County City Selection Committee</b><br/>Mayor is the voting member, in absence the Vice Mayor, followed by the Council Member via seniority; meetings are open to the public.</p>   | <p>Rep: Bernal<br/>Alt: Diaz</p>         | <p>10-08-19<br/>04-09-19</p> | <p>Meet as needed; location varies ■ 8:30p; Usually in conjunction with League of California Cities LA Division; Shawna Kuhns, <a href="mailto:cityselection@bos.lacounty.gov">cityselection@bos.lacounty.gov</a>; 213/974-1431</p>   | <p>\$0</p>   |
| <p><b>California Contract Cities Association (CCCA)</b><br/>Board Member &amp; Alternate must be a City Council Member; meetings are not open to the public.</p>  | <p>Rep: Rios<br/>Alt: Diaz</p>           | <p>10-08-19<br/>10-08-19</p> | <p>3<sup>rd</sup> Wed; ■ 6p, Location varies; Kelli Lofing, <a href="mailto:kelli@contractcities.org">kelli@contractcities.org</a>; (562) 622-5533</p>  | <p>\$0</p>   |

|  |                                   |                              |   |            |
|--|-----------------------------------|------------------------------|---|------------|
| <p><b>School Safety Collaborative</b><br/>(City Staff and School Principals) Representative &amp; Alternate must be a City Council Member; school principals and City staff are welcome.</p>                       | <p>Rep: Davila<br/>Alt: Diaz</p>  | <p>04-12-11<br/>04-25-17</p> | <p>1<sup>st</sup> Monday of Jan, Feb, Mar, April, May &amp; Sept ■ 12p, azalea room; August x.408</p>   | <p>\$0</p> |
| <p><b>Atlantic Ave/Blvd Corridor Cities Committee</b><br/>per the Gateway COG, "this committee is not official and still in the works".</p>  | <p>Rep: Davila<br/>Alt: _____</p> | <p>04-25-17</p>              | <p>COG building; 16401 Paramount Boulevard, Paramount 90723; Genny Cisneros, (562) 663-6850, <a href="mailto:gcisneros@gatewaycog.org">gcisneros@gatewaycog.org</a></p>                                 | <p>\$0</p> |
| <p><b>Southeast Community Development Corporation (SCDC) - Board of Directors</b><br/>The City Council can nominate, but the SCDC Board of Directors will review/appoint; meetings are not open to the public.</p> | <p>Rep: Diaz<br/>Alt: Davila</p>  | <p>11-01-18<br/>10-08-19</p> | <p>3<sup>rd</sup> Tuesday of every month ■ 6p – 8p ■ Bell Tech Center, 4357 E. Gage Avenue, Bell 90201; Cesar Mottis (323) 997-6913; <a href="mailto:mottscz@sdcscorp.org">mottscz@sdcscorp.org</a></p> | <p>\$0</p> |

Updated: 05/04/2020

RECEIVED

City of South Gate

Item No. 5

CITY COUNCIL

MAY 7 2020

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

12:35pm

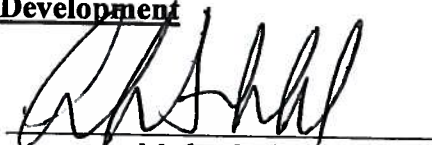
AGENDA BILL

For the Regular Meeting of: May 12, 2020  
Originating Department: Community Development

Department Director:

  
Joe Perez

City Manager:

  
Michael Flad

**SUBJECT:** ORDINANCE AMENDING TITLE 9 (BUILDINGS), OF THE SOUTH GATE MUNICIPAL CODE, IN ITS ENTIRETY BY ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA CODES OF REGULATIONS, TITLE 24 AND THE 2018 EDITION OF THE UNIFORM SOLAR ENERGY AND HYRDONICS CODES, AND 2018 EDITION OF SWIMMING POOL, SPA AND HOT TUB CODES PUBLISHED BY THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS.

**PURPOSE:** To adopt new State Building Codes which are mandated for statewide enforcement on July 1, 2020.

**RECOMMENDED ACTION:** Following the conclusion of the public hearing, waive the reading in full and introduce Ordinance amending Title 9 (Buildings), of the South Gate Municipal Code, in its entirety by adopting by reference the 2019 Edition of the California Codes of Regulations, Title 24 and the 2018 Edition of the Uniform Solar Energy and Hyrdonics Codes, and 2018 Edition of Swimming Pool, Spa and Hot Tub Codes published by the International Association of Plumbing and Mechanical Officials, effective July 1, 2020.

**FISCAL IMPACT:** It is estimated that the cost for staff training and the purchase of the 2019 California Building Standards Code books for the Building Official and inspectors will be \$9,000. This amount will be expended from funds included in the FY 2020-2021 Budget (100-602-42-6340 and 100-602-42-6305).

The new State Building Codes have significant changes from previous editions and will require training of Building and Safety Division staff, design professionals and contractors in coming months. Training on the new codes is currently available through a number of professional associations including the International Code Council (ICC), the International Association of Plumbing and Mechanical Officials (IAPMO), the International Association of Electrical Inspectors (IAEI), and the California Building Officials (CALBO).

**NOTICING REQUIREMENTS:** A public hearing notice was published in *Long Beach Press-Telegram* on May 1, 2020. Information regarding the adoption of the 2019 California Building Code and the local training opportunities are available at the Community Development/Building and Safety Division website.



The new 2019 California Code of Regulations, Title 24 is available for review at California Building Standards Commission website: [www.dgs.ca.gov/BSC/Codes](http://www.dgs.ca.gov/BSC/Codes).

**ENVIRONMENTAL ASSESSMENT:** Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378), Title 14, California Code of Regulations, because adoption of the proposed Ordinances has no potential for resulting in a physical change to the environment, directly or indirectly.

**ANALYSIS:** In accordance with state law, the 2019 edition of the California Building Standards Code was adopted by the State Building Standards Commission and published in the California Code of Regulations, Title 24.

State law mandates that California jurisdictions enforce the California Building Standards Code, effective July 1, 2020, for all new building constructions in California. While the California Building Standards Commission adopts building code standards to be used statewide, City Council action to adopt these codes at a local level is also part of the code adoption process. Adoption of these codes by the City allows for the inclusion of administrative provisions and limited amendments to the state codes. State law permits local jurisdictions to make modifications to the state codes that are reasonably necessary because of local conditions provided the City makes express findings that the changes are needed because of climatic, geologic or topographic conditions. The proposed Ordinance contains the adoption of these codes and administrative provisions for the enforcement of the codes. The Ordinance makes findings regarding local geographic, climatic and topographic conditions that make the amendments to the state codes reasonably necessary for building construction in the City.

Noteworthy changes in the 2019 California Building Standards Code include:

- Adding the California Fire Code for enforcement.
- Combining the California Existing Building Code, the California Historical Building Code and the California Referenced Standards Code into one code section.
- Newly constructed multiunit residential structures or residential portion of newly constructed mixed-use residential and commercial structures will be required to provide measurement of the quantity of water supplied to each individual unit by either individual water meters or submeters.
- An exception is provided for electric vehicle charging for Accessory Dwelling Units (ADU's and JADU's).
- In order to protect adjacent properties from fire in a building of considerable height when under construction, new provisions have been established to give authority to the fire code official to require a fire watch during those hours where no construction work is being done.
- Rooftop-mounted photovoltaic solar energy panels and modules are not permitted to be installed directly below emergency escape and rescue openings.

In accordance with state law, the proposed Ordinance also adopts by reference the 2018 edition of the Swimming Pool, Spa and Hot Tub Code and the 2018 edition of the Uniform Solar Energy and Hydronics Code published by the International Association of Plumbing and Mechanical Officials.

Administrative provisions of the California Building Codes are adopted and include past amendments carried forward as recommended by the City's Building Official. Such amendments include provisions regarding permits, fees, inspections, completion of residential remodeling and Board of Appeals proceedings. The City has not made any amendments to building, residential, plumbing and electrical codes for over ten years. A Summary of existing amendments carried forward are provided as Attachment B.

**BACKGROUND:** The State Codes have been subject to a series of major transformation since the 2001 International Code Council (ICC) model codes were introduced. The new State Code utilizes the most up to date code documents which have been developed through a national code development process. These construction codes include the California Building, Residential, Plumbing, Mechanical, Electrical, Energy, and Green Building Standards as well as other related codes.

Adoption of the proposed Ordinance incorporates the 2019 Edition of the California Building Standards Codes and the 2018 International Association of Plumbing and Mechanical Officials (IAPMO) codes which will keep the City's building regulations consistent with those of the State. They provide minimum standards to safeguard life or limb, health, property and public welfare. The proposed Ordinance is necessary to keep the City in compliance with State regulations while allowing the City to properly address special local conditions.

**ATTACHMENTS:**

- A. Proposed Ordinance
- B. Summary of Existing City Amendments
- C. Significant Changes to the Building Codes
- D. Notice of Public Hearing for Proposed Ordinance
- E. Advisories and Code Updates information

**ORDINANCE NO.**

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, AMENDING TITLE 9 (BUILDINGS), OF THE SOUTH GATE  
MUNICIPAL CODE, IN ITS ENTIRETY BY ADOPTING BY REFERENCE THE  
2019 EDITION OF THE CALIFORNIA CODES OF REGULATIONS, TITLE 24 AND THE  
2018 EDITION OF THE UNIFORM SOLAR ENERGY AND HYDRONICS CODE,  
AND 2018 EDITION OF SWIMMING POOL, SPA AND HOT TUB CODES PUBLISHED BY  
THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS,  
EFFECTIVE JULY 1, 2020**

**WHEREAS**, a duly noticed public hearing concerning this matter was held as required by law on May 12, 2020;

**WHEREAS**, in accordance with State law, the 2019 edition of the California Building Standards Code has been adopted by the State Building Standards Commission and published in the California Code of Regulations, Title 24. The new revisions to the California Building Standards Code are mandated for statewide enforcement effective as of July 1, 2020;

**WHEREAS**, the City of South Gate ("City") may amend its Municipal Code to adopt all or portions of the California Building Standards Code based on local geologic, climatic or topographic conditions. This Ordinance adopts the California Building Standards Code prescribed by state law, adopts amendments to those codes based on local conditions and adopts administrative provisions for the enforcement of the Building Codes. This Ordinance adopts findings that local conditions make changes to the California Building Standards Codes reasonably necessary for building occupancies in the City;

**WHEREAS**, State law mandates that California jurisdictions enforce the California Building Standards Code, effective July 1, 2020, for all new building construction in California;

**WHEREAS**, while the California Building Standards Commission adopts building code standards to be used statewide, City Council action to adopt these codes at a local level is also part of the code adoption process. Adoption by the City allows for the inclusion of administrative provisions and limited amendments to the state codes. State law permits local jurisdictions to make modifications to these state codes that are reasonably necessary because of local conditions, provided the City makes express findings that the changes are needed because of climatic, geologic or topographic conditions. This Ordinance adopts state codes, related administrative regulations for the enforcement of the codes, and amends portions of the codes based on local conditions within the City;

**WHEREAS**, the new State Building Standards Code have significant improvements from previous editions and will require training of Building and Safety Division staff, design professionals and contractors in coming months, which training is currently available through a number of professional associations including the International Code Council (ICC), the International Association of Plumbing



and Mechanical Officials (IAPMO), the International Association of Electrical Inspectors (IAEI), and the California Building Officials (CALBO).

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

**SECTION 1.** Title 9 (Buildings), Chapter 9.01 (Building Administrative Code), Section 9.01.010 (Adoption by Reference of the California Building Administrative Code) of the South Gate Municipal Code is hereby amended to read as follows:

**“9.01.010 Adoption by Reference of the California Administrative Code.**

Except as provided herein, the 2019 Edition of the State of California Administrative Code (California Code of Regulations, Title 24, Part 1), including any amendments and appendices thereof, as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Administrative Code of the City of South Gate” (“Administrative Code” herein). A copy of the 2019 Edition of the California Administrative Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**SECTION 2.** Title 9 (Buildings), Chapter 9.02 (Building Code), Section 9.02.010 (Adoption by Reference of the California Building Code), Section 9.02.020 (Violations and Penalties), and Section 9.02.030 (Amendments to Building Code) of the South Gate Municipal Code are hereby amended to read as follows:

**“9.02.010 Adoption by Reference of the California Building Code.**

Except as provided herein, the 2019 Edition of the State of California Building Code (California Code of Regulations, Title 24, Part 2) including **Appendix C, Group U; Appendix F, Rodentproofing; Appendix H, Signs; Appendix I, Patio Covers and Appendix J, Grading**, based in the **2018 International Building Code**, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “**the Building Code of the City of South Gate**” (“Building Code” herein). A copy of the 2019 Edition of the California Building Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.02.020 Violations and Penalties.**

Any person violating any of the provisions of the California Building Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Building Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**“9.02.030 Amendments to Building Code.**

Notwithstanding the provisions of Section 9.02.010, the 2019 Edition of the California Building Code is hereby amended by:

- A. Amending Subsection 103.1 (Creation of Enforcement Agency) of Section 103 (Division of Building and Safety) in its entirety to read as follows:

**Section 103.1 Creation of Enforcement Agency**

There is hereby established in the City of South Gate a Code Enforcement Agency. Said Code Enforcement Agency shall be the Division of Building and Safety under the direction of the Director of Community Development. The official in charge shall be the Building Official.

- B. Amending Section 113 (Board of Appeals) in its entirety to read as follows:

“113 Appeal of the Building Officials’ Decision to the Board of Appeals.

113.1. Any applicant for a proposed modification of the Building Code who is denied such modification by the Building Official, or any person entitled to receive a Notice of Intent to issue a modification, may appeal the decision of the Building Official to the Board of Appeals, as established in Chapter 9.12. The decision of the Building Official shall be final if not appealed within ten (10) days after the date of written notice of a decision to reject the application, or after the date of the Notice of Intent, whichever is applicable.

113.2. In addition to the authority of the Board of Appeals as specified in Chapter 9.12, the Board of Appeals is hereby vested with the authority to approve modifications of the Building Code upon compliance with the procedures set forth below, and the adoption of a resolution setting forth the manner in which the following conditions have been met:

- (i) The reasonable interpretation of the Building Code is that it does not permit the proposed building activity;
- (ii) The proposed building activity cannot be accomplished by use of suitable alternate materials or methods of construction;
- (iii) The purpose of the Building Code requirement sought to be modified will not be substantially compromised by the proposed modification; and
- (iv) The requested modification will not compromise any requirements relating to fire protection or structural integrity.

113.3. Before the Board of Appeals may consider any application for modification of the Building Code as herein provided, twenty (20) days advance written notice of the hearing on such application shall be given to:

- (i) The last known address of all property owners who are indicated on the latest available assessment rolls as owning property within two hundred feet (200') of the exterior border of the property for which the modification is requested.
- (ii) The City Manager.
- (iii) The Director of Community Development.
- (iv) The Director of Public Works.
- (v) The City Attorney.
- (vi) The Los Angeles County Fire Protection District.”

- C. Adding Subsection 107.6 (*Plan Review Fees*) of Section 107 (*Submittal Documents*) to read as follows:

**“107.6 Plan Review Fees.**

The plan review fees are separate fees from the permit fees specified in Section 107.2, and are in addition to the permit fees. The plan review fees shall be paid in accordance with the fee resolution of the South Gate Municipal Code.”

D. Amending **Appendix J (Grading)** in its entirety to read as follows:

**“GRADING**

**SECTION J101 - GENERAL**

**J101.1 Title Reference to Code.**

This Chapter shall be known as and may be cited as the “City of South Gate Excavation and Grading Code”.

**J101.2 Grading Manual.**

1. The Building Official shall formulate such rules, procedures, and interpretations as may be necessary or convenient to administer this Appendix J Grading. Such rules, procedures and interpretations shall be referred to as the “Grading Manual” and any amendments to it shall be approved by resolution of the City Council. Such Grading Manual shall be maintained in a current codified manner, by the Building Official, as same may be modified from time to time by the City Council.
2. In the event of any conflict between said Grading Manual and this Appendix J Grading, the provisions of this Appendix J Grading shall govern. The provisions of the said Grading Manual shall, to the extent that they are made conditions of any permit by the Building Official, be binding on the permittee.

**J101.3 Purpose and Intent.**

It is the intent of this Appendix J Grading to safeguard life, limb, property, and the public welfare by regulation of grading on private property in the City of South Gate.

**J101.4 Scope.**

This Appendix J Grading sets forth rules and regulations to control excavation, grading, and earthwork construction, including fills and embankments, and establishes administrative requirements for issuance of permits and approval of plans and inspection of grading construction in accordance with the requirements for excavation and grading as contained in the Building Code of the City of South Gate as adopted and modified by City ordinance.

**SECTION J102— DEFINITIONS**

1. Approval shall mean a written engineering or geological opinion by the responsible engineer, geologist of record or responsible principal of the engineering company concerning the progress and completion of the work unless it specifically refers to the Building Official.

2. Approved plans shall mean the current grading plans which bear the stamp of approval of the Building Official.
3. Approved testing agency shall mean a facility whose testing operations are controlled and monitored by a registered civil engineer and which is equipped to perform and certify the tests required by this Appendix J Grading, or the Grading Manual, as determined by the Building Official. This determination may be appealed to the Board of Appeals.
4. Borrow is earth material acquired from an off-site location for use in grading on a site.
5. Building Official is the person designated as same by the City Council of the City or South Gate, or the designate of such individual.
6. Civil engineer shall mean a professional engineer registered in the State of California to practice in the field of civil engineering.
7. Civil engineering shall mean the application of the knowledge of the forces of nature, principles of mechanics and the properties of materials for the evaluation, design, and construction of civil works for the beneficial uses of mankind.
8. Clearing, brushing, and grubbing shall mean the removal of vegetation (grass, brush, trees, and similar plant types) by mechanical means.
9. Compaction is the densification of a fill by mechanical means.
10. Commercial coach is a vehicle with or without motive power, designed and equipped for human occupancy for industrial, professional or commercial purposes, and shall include a trailer coach.
11. Earth material is any rock, natural soil or fill and/or any combination thereof.
12. Engineering geologist shall mean a geologist certified in the State of California to practice engineering geology.
13. Engineering geology shall mean the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.
14. Erosion is the wearing away of the ground surface as a result of the movement of wind, water, and/or ice.
15. Erosion control system is a combination of desilting facilities, and erosion protection, including effective planting, to protect adjacent private property, watercourses, public facilities and receiving waters from an abnormal deposition of sediment or dust.
16. Excavation is the mechanical removal of earth material.

17. Fill is a deposit of earth material placed by artificial means.
18. Grade shall mean the vertical location of the ground surface.
19. Natural grade is the ground surface unaltered by artificial means.
20. Existing grade is the ground surface prior to grading.
21. Rough grade is the stage at which the grade approximately conforms to the approved plan.
22. Finish grade is the final grade of the site which conforms to the approved plan.
23. Grading is any excavating or filling or combination thereof.
24. Grading contractor is a contractor licensed and regulated by the State of California who specializes in grading work or is otherwise licensed to do grading work.
25. Grading permit is an official document or certificate issued by the Building Official authorizing grading activity as specified by approved plans and specifications.
26. Mobile home means a structure, transportable in one or more sections, designed and equipped to contain not more than two (2) dwelling units to be used with or without a foundation system. Mobile home does not include recreational vehicle, commercial coach, or factory-built housing.
27. Owner is any person, agency, firm, or corporation having a legal or equitable interest in a given real property.
28. Precise grading permit is a permit that is issued on the basis of approved plans which show the precise structure location, finish elevations, and all on-site improvements.
29. Preliminary grading permit is a permit that is issued on the basis of approved plans which need not show a structure location but must show interim building pad drainage to the degree required by the Building Official.
30. References. Unless indicated otherwise, or as reasonably appears from the context, references in this Appendix J Grading to the civil engineer, the soil engineer, the geologist, and the engineering geologist refer to the professional person(s) preparing, signing, or approving the project plans and specifications which comprise the approved grading plan, and which professional person appears of record pursuant to Subsections J105.1 through J105.6 or his successor appearing pursuant to Subsection J114.4.
31. Site is any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

32. Slope is an inclined ground surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance.
33. Soil is naturally occurring surficial deposits overlying bedrock.
34. Soil engineer is a civil engineer duly registered in the State of California whose field of expertise is soil mechanics.
35. Soil engineering shall mean the application of the principles of soil mechanic in the investigation, evaluation and design of civil works involving the use of earth materials and the inspection and testing of the construction thereof.
36. Special inspector is an inspector duly licensed by the Building Official to perform inspection of asphalt concrete placement and related construction work or other grading related work approved by the Building Official.

#### J103— PERMITS REQUIRED

##### J103.1 Grading Permits.

No person shall conduct any grading, clearing, brushing, or grubbing on natural or existing grade that is preparatory to grading, without first having obtained a grading permit from the Building Official. Exceptions to this requirement are as follows or as otherwise determined by the Building Official:

1. An excavation below finished grade for basements and footings of a building, mobilehome, retaining wall, or other structure authorized by a valid building permit or construction permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than five feet (5') after the completion of such structure. This shall not prohibit a minimum fee grading permit or soil or geologic report from being required for foundation design and inspection purposes when, in the opinion of the Building Official, stability or flooding considerations warrant such inspection.
2. Cemetery graves.
3. Refuse disposal sites controlled by other regulations.
4. Earthwork construction regulated by the federal, state, county, or city governments, or by any local agency as defined by Government Code Sections 53090 through 53095 (special districts). Pipeline or conduit excavation and backfill conducted by local agencies or public utilities. Earthwork construction performed by railway companies on their operating property. This exemption, however, shall apply only when the earthwork construction takes place on the property, or dedicated rights-of-way or easements of the above agencies.
5. Excavation and backfill for installation of underground utilities by public utilities or companies operating under the authority of a franchise or public property encroachment permit.



6. Mining, quarrying, excavating, processing, stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressures upon any adjacent or contiguous property.
7. Exploratory excavations under the direction of soil engineers or engineering geologists, provided all excavations are properly backfilled. All such excavations and trenches are subject to the applicable Sections of Title 8 of the State Orders, Division of Industrial Safety.
8. An excavation which does not exceed fifty cubic yards (50 c.y.) on any one site and which:
  - (1) is less than two feet (2') in vertical depth, or
  - (2) which does not create a cut slope greater than five feet (5') in vertical height and steeper than one and one-half (1½) horizontal to one (1) vertical [1½:1].
9. A fill less than one foot (1') in depth placed on natural grade with a slope flatter than five (5) horizontal to one (1) vertical [5:1], which does not exceed fifty cubic yards (50 c.y.) on any one (1) lot and does not obstruct a drainage course.
10. A fill less than three feet (3') in depth, not intended to support structures or mobilehomes, which does not exceed fifty cubic yards (50 c.y.) on any one (1) lot and does not obstruct a drainage course.

#### J103.2 Grading Permit, Paving.

No person shall construct pavement surfacing on natural or existing grade for the purpose of a private road or commercial, industrial or multi-residential parking lot or travelway without a valid grading permit unless waived by the Building Official or a separate improvement plan for such paving is approved and signed by an authorized city official. Resurfacing or maintenance of paved surfaces shall be exempt from this requirement.

#### J103.3 Grading Permit, Watercourse Alteration.

No person shall alter an existing watercourse, channel, or revetment by excavating, or placing fill, rock protection or structural improvements without a valid grading permit unless waived by the Building Official or performed as interim protection under emergency flood fighting conditions.

#### J103.4 Excavation Blasting Permit.

No person shall possess, store, sell, transport or use explosives or blasting agents to do any excavation without a permit from the Los Angeles County Fire Department.

#### J103.5 Types of Grading Permits.

1. Either a preliminary grading permit or a precise grading permit may be issued for grading work upon completion of an application in accordance with Subarticle 5 of the Grading

Manual and approval by the Building Official. The preliminary or precise grading permit is the option of the permittee provided that the plans satisfy the requirements of Sub article 5 of the Grading Manual.

2. Building permits may be issued for a site graded under a valid precise grading permit upon completion and approval of rough grade inspection as specified in Subsection J114.5.1 (*Site Inspection by the Building Official*) of this **Appendix J Grading**.
3. Building permits shall not be issued for a site graded under a preliminary grading permit until a new precise grading permit has been issued and the provisions of Subparagraph 2 above have been satisfied.

## SECTION J104 — ORGANIZATION AND ENFORCEMENT

### J104.1 Powers and Duties of the Building Official.

1. The provisions of Subsection 104.2 (Duties and Powers of Building Official) of Appendix Chapter 1 (Administration) of the Building Code shall apply to grading construction work.
2. Stop Orders.  
Whenever any building or grading work is being done contrary to the provisions of this Appendix J Grading or the Grading Permit, the Building Official may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such persons shall forthwith stop such work until authorized by the Building Official to proceed with the work.

### J104.2 Violations and Penalties.

1. It shall be unlawful for any person, firm or corporation to do grading in the City of South Gate, or cause the same to be done, contrary to or in violation of any of the provisions of this Appendix J Grading.
2. The issuance of a building permit, performance of building permit inspections, or issuance, of a certificate of use and occupancy may be withheld for property on which a violation of the provisions of this Appendix J Grading exist, including work performed not in accordance with approved plans, until such violation has been corrected to the satisfaction of the Building Official.
3. Any person, firm, or corporation violating any of the provisions of this Appendix J Grading shall be deemed guilty of a misdemeanor and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Appendix J Grading is committed, continued, or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not more than five hundred dollars (\$500) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.



**J104.3 Hazardous Conditions.**

1. Hazardous conditions exist when the state of any natural ground, natural slopes, excavation, fill or drainage device, all of which exist on private property, is a menace to life or limb, or a danger to public safety, or endangers or adversely affects the safety, useability or stability of adjacent property, structures, or public facilities.
2. The Building Official may examine or cause to be examined every condition reported as hazardous as set forth in Subparagraph 1 above.
3. **Notice of Hazardous Conditions.**

In any case where a hazardous condition is found by the Building Official, he shall give notice, setting forth the finding to all owners of the property affected by the hazardous condition, authorized representative of the owners or a permittee under any active permit which gives permittee control of the property issued pursuant to this Appendix J Grading hereinafter referred to as "owner", of such required corrective work. The notice may state the time and place of a hearing to be held if the owner fails to comply with any demand for corrective work or reports. The purpose of the hearing would be for the presentation of evidence concerning the hazardous conditions and demand for corrective work or submission of reports. The notice shall set forth the right of the owner to be present at the hearing, at his option, and introduce such relevant evidence on the issues as he desires. If the time and place of any hearing scheduled for the presentation of evidence is not included in the initial notice(s), it shall be included in a subsequent notice.
4. **Evidence.**

At the time and place so specified for the hearing, evidence shall be submitted as to the facts of any condition as to reasonably establish its existence, and the Building Official or his designee, as Hearing Officer, shall determine whether the facts presented reasonably establish the existence of a hazardous condition to the satisfaction of the Hearing Officer. Evidence may further be submitted as to the work or reports considered necessary to correct or determine work to correct said hazard.
5. **Order, Finality and Appeal.**

If the Hearing Officer determines the existence of a hazardous condition, he shall determine whether such hazards are subject to corrective work and/or the need for more analysis through the preparation of reports and shall order such work or reports and specify a completion time.

  - (1) Finality of order.

The determination and order may be made orally at the hearing and shall be written and transmitted to the owner within a reasonable time. The determination and order shall become final within five (5) days, excluding Saturdays, Sundays and holidays, from the time it is first rendered in the event that the owner was not present at the hearing, within five (5) days of the mailing of the order to the last known address of said owner.

(2) Appeal.

The owner may, at any time prior to the determination and order becoming final, appeal in writing the decision of the Hearing Officer to the Board of Appeals. The Board of Appeals shall fix a time and place and hold a hearing, consider the evidence and make a determination as set forth in Subsection J104.4. The order of the Board of Appeals shall be immediately final.

6. Completion of Work.

The owner shall, following the finality of the determination and order of the Hearing Officer, or if appealed, the determination and order of the Board of Appeals commence the corrective action ordered or preparation of reports and such work or submissions shall be completed within the specified time.

7. Failure to Complete Work.

If the owner neglects or fails to complete the corrective work or submit the reports ordered by the Hearing Officer or Board of Appeals within the specified time, the Building Official may:

(1) Cause the work to be performed or reports to be prepared, or

(2) Advise the owner of the need for corrective work and warn him/her that in the absence of such corrective work, subsequent future hazards may occur which could result in an order to vacate the premises. Nothing in this subsection shall be construed to limit the type of remedy or relief which the Building Official may have under any other provision of law.

8. Costs.

Costs incurred by the City to perform any corrective work or prepare reports under Subparagraph 7 above shall be charged to the owner. The Building Official may apply to the City Council to cause the costs to be paid and levied as a special assessment against the property and collected in a manner provided for special assessments.

9. Vacation of Property.

If necessary, the notice and order in Subparagraphs 3 or 5 above shall include the requirement that the property, a portion thereof or adjacent sites be vacated within a specified time, in the interest of public safety, pending the finality of any determination and order or completion of corrective work.

The Building Official shall cause the property to be posted at conspicuous locations with a notice containing at least the following:

**UNSAFE TO OCCUPY  
DO NOT ENTER**

Building Official, City of South Gate

Date Posted

[Said posted notice may also contain the date, time and place of the hearing and the name, address and telephone number of the office or Building Official where additional information may be obtained.]

Such posted notices shall remain posted until any necessary corrective work is completed. Such posted notices shall not be removed without written permission of the Building Official, and no person shall enter the property except for the purpose of making the required corrections or preparing reports.

**10. Service of Notices.**

The notices and order required by Subparagraphs 3 and 5 above may be served either:

- (1) By mailing a copy by certified mail, return receipt requested, to the owner's address as designated on papers, applications, or permits on file with the Building Official; or
- (2) By personally delivering a copy to the owner's address as designated on papers, applications or permits on file with the Building Official; or
- (3) If the owner is absent from his place of residence and from his usual or designated place of business, by leaving a copy with some person of suitable age and discretion at either place, and sending a copy by certified mail, return receipt requested, addressed to the owner or authorized representative at his place of residence; or
- (4) If such place of residence and business cannot be ascertained, or a person of suitable age or discretion there cannot be found, then by affixing a copy in a conspicuous place on the property, building, or structure and also delivering a copy to a person there residing, if any, or to the person in charge if any; and also sending a copy by certified mail, return receipt requested, addressed to the owner at the place where the property, building or structure is situated, or to the owner at his last known or designated address, or both.

**J104.4 Appeals.**

1. The City Council shall have the power, upon an appeal by the owner, agent in control or permittee under permit issued pursuant to this Appendix J Grading, to reverse, modify, or otherwise alter the determinations and orders of the Building Official made pursuant to the procedures authorized in Subsection J104.3 (*Hazardous Conditions*) of this Appendix J Grading, under such rules and regulations as the City Council may, from time to time, adopt. The Building Official shall not participate in the decision of the City Council in such cases.
2. The City Council's decision on an appeal shall be furnished in writing to the appellant and to the Building Official, and all such decisions shall be final immediately.

## SECTION J105 — GRADING PERMIT REQUIREMENTS

### J105.1 Permits Required.

Except as exempted in Subsection J103.1 (*Grading Permits*) of this Appendix J Grading, no person shall conduct any grading or clearing, brushing, or grubbing on natural grade or existing grade that is preparatory to grading, without first obtaining a grading permit from the Building Official. A separate permit shall be required for each site and may cover both excavations and fills.

### J105.2 Application.

1. To obtain a grading permit, the applicant must first file an application in writing on a form furnished by the Building Official.

The permit application shall be accompanied by information required by the Building Official and as specified in Subarticle 5 of the Grading Manual.

2. Applications for which no permit is issued within one hundred eighty (180) days following the date of application shall expire by limitation and plans submitted for checking may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding one hundred eighty (180) days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. In order to renew action for an application after expiration, the applicant shall resubmit plans and pay a new plan check fee.

### J 105.3 Plans and Specifications.

1. Each application for a grading permit shall be accompanied by plans and specifications prepared by a California registered civil engineer, and supporting data consisting of soil engineering and engineering geology reports when required by the Building Official, as specified in Subsection J105.5 (*Soil Engineering and Engineering Geology Report*) of this Appendix J Grading.
2. Plans and specifications for earthwork projects shall be prepared and signed by a California registered civil engineer.

### J105.4 Information on Plans and Specifications.

Grading plans and specifications shall be prepared in accordance with the grading requirements of Subsection J114.2.1 (*Grading Requirements*) of this Appendix J Grading and Subarticle 5 of the Grading Manual.

### J105.5 Soil Engineering and Engineering Geology Reports.

A soil engineering and engineering geology report shall be required on grading projects, unless otherwise waived by the Building Official. The reports shall include information appropriate for the site including boring logs, mitigation recommendations and any information required by the Building Official. If soil indicates contamination, recommendations for mitigation and work

shall be borne by the owner. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plans or specifications.

**J105.6 Issuance, Expiration and Renewal.**

1. Every permit issued shall be valid for a period of two (2) years from the date of issuance.
2. Every permit issued shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one-hundred eighty (180) days from the date of such permit or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one-hundred eighty (180) days.
3. The time limitations and provisions of Subsection 105.5 (Expiration) of Appendix Chapter 1 (Administration) of the Building Code are applicable to grading permits, except as stated in Subparagraphs (1) and (2) below:
  - (1) A permit issued hereunder shall expire upon a change of ownership if the grading work thereon, for which said permit was issued, has not been completed, and a new permit shall be required for the completion of the work. If the time limitations of Subparagraphs 1 and 2 above are not applicable and if no changes have been made to the plans and specifications last submitted to the Building Official, no charge shall be made for the issuance of the new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the Building Official, fees based on the valuation of the additional work, additional yardage and necessary plan checking as provided for in Subarticle 6 of the Grading Manual shall be charged to the permit applicant.
  - (2) The Building Official may extend the one-hundred eighty (180) day expiration time limit on permits not to exceed two (2) successive periods of one-hundred eighty (180) days each upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.
4. The Building Official may require that grading operations and project designs be modified if delays occur which incur weather-related problems not considered at the time the permit was issued, and further subject to the provisions of Subsection 105.7 (*Denial of Permit*) of this Appendix J Grading.
5. If the permittee presents satisfactory reasons for failure to continue or begin the work within the period specified in Subparagraph 2 above, the Building Official, upon receiving a written request, may grant an extension of time as specified in Subparagraph 3(2) above without additional fees, provided that:
  - (1) No changes have been made in the original plans and specifications for such work.
  - (2) Suspension or abandonment has not exceeded one (1) year.

Such request for extensions must be submitted no later than the sixtieth (60th) day following the date on which said permit would otherwise expire. If the permittee fails to

request an extension within the time provided, the Building Official may renew the grading permit for a fee of one-half ( $\frac{1}{2}$ ) the amount required for the original permit provided no changes have been made in the original plans and specifications for such work.

6. If the permittee is unable to complete the work by the end of a two (2) year period, the Building Official may renew the grading permit on an annual basis for a fee of one-half ( $\frac{1}{2}$ ) the amount required for the original permit for such work, provided no changes have been made in the original plans and specifications for such work.

#### J105.7 Denial of Permit.

1. The Building Official shall not issue a permit in any case where he finds that the work as proposed by the applicant is liable to constitute a hazard to property or result in the deposition of debris on any public way or interfere with any existing drainage course. If it can be shown to the satisfaction of the Building Official that the hazard can be essentially eliminated by the construction of retaining structures, buttress fills, drainage devices or by other means, the Building Official may issue the permit with the condition that such work be performed.
2. If, in the opinion of the Building Official, the land area for which grading is proposed is subject to geological or flood hazard to the extent that no reasonable amount of corrective work can eliminate or sufficiently reduce the hazard to human life or property, the Grading Permit and the Building Permits for habitable structures shall be denied.
3. The Building Official may require plans and specifications to be modified in order to mitigate anticipated adverse environmental effects of proposed grading projects. The Building Official may, under circumstances where the significant adverse environmental effects of a proposed grading project cannot be mitigated, deny the issuance of a grading permit.
4. The Building Official may require plans and specifications to be modified in order to make them consistent with the City's General Plan, Specific Plans, Zoning Code or other rules, regulations, or conditions applicable to the project. The Building Official may deny the grading permit if the proposed project cannot be designed in accordance with these rules, regulations or conditions.

#### J105.8 Time of Grading Operations.

Grading and equipment operations within one-half ( $\frac{1}{2}$ ) mile of a structure for human occupancy shall not be conducted between the hours of 8:00 p.m. and 7:00 a.m. nor on Sundays and federal holidays. The Building Official may, however, permit grading or equipment operations during specific hours after 8:00 p.m. or before 7:00 a.m. or on Sundays and federal holidays if the Building Official determines that such operations are not detrimental to the health, safety, or welfare of the inhabitants of such a structure. Permitted hours of operation may be shortened by the Building Official's finding of a previously unforeseen effect on the health, safety, or welfare of the surrounding community. However, no permit that has been issued, nor any provision of



this Section **J105** shall be construed to be a waiver of the applicability of the provisions set forth in City Ordinances noise control.

**J105.9 Responsibility of Permittee.**

It shall be the responsibility of the permittee to be knowledgeable of the conditions and/or restrictions of the grading permit as outlined in applicable sections of this **Appendix J Grading**, the Grading Manual, and as contained on the approved grading plans and in the approved soil and geology reports. The permittee shall also be responsible to maintain in an obvious and accessible location on the site, a copy of the grading plans bearing the stamp of approval by the Building Official.

**J105.10 Protection of Adjoining Property.**

Each adjacent owner is entitled to the lateral and subjacent support which his land receives from the adjoining land, subject to the right of the owner of the adjoining land to make proper and usual excavations on the same for purposes of construction or improvement as provided by law. Section 832 of the California Civil Code is contained in Appendix G of the Grading Manual.

**J105.11 Import and Export of Earth Material.**

Where earth for the project site is moved on public roadways from or to the site of an earth grading operation, all the following requirements shall apply:

1. Either water or dust palliative or both must be applied for the alleviation or prevention of excessive dust resulting from the loading or transportation of earth from or to the project site on public roadways. The permittee shall be responsible for maintaining public rights-of-way used for handling purposes in a condition free of dust, earth, or debris attributed to the grading operation.
2. Loading and transportation of earth from or to the site must be accomplished within the limitations established in Subsection J105.8 (*Time of Grading Operations*) of this Appendix J Grading.
3. Access roads to the premises shall be only at points designated on the approved grading plan.
4. The last fifty feet (50') of the access road, as it approaches the intersection with the public roadway, shall have a grade not to exceed three percent (3%). There must be three hundred feet (300') clear, unobstructed sight distance to the intersection from both the public roadway and the access road. If the three hundred feet (300') sight distance cannot be obtained, flagmen shall be posted.
5. A stop sign conforming to the requirements of the California Vehicle Code shall be posted at the entrance of the access road to the public roadway.
6. An advance warning sign must be posted on the public roadway four hundred feet (400') on either side of the access intersection, carrying the words "truck crossing". The sign shall be diamond shape, each side being thirty inches (30") in length, shall have a yellow background, and the letters thereon shall be five inches (5") in height. The sign shall be placed six feet (6') from the edge of the pavement and the base of the sign shall be five feet (5') above the pavement level. The advance warning sign shall be covered or removed when the access intersection is not in use.

## SECTION J106 — FEES

### J106.1 Grading Plan Check Fees.

Before accepting a grading permit application and plans and specifications for checking, the Building Official shall collect a plan-checking fee as approved by resolution of the City Council and as provided in Subarticle 6 of the Grading Manual.

### J106.2 Grading Permit Fees.

1. A fee for each grading permit shall be paid to the Building Official prior to issuance of a grading permit as approved by resolution of the City of South Gate and as provided in Subarticle 6 of the Grading Manual.
2. Failure to pay fees and obtain a permit before commencing work shall be deemed a violation of this Appendix J Grading, except when it can be proven to the satisfaction of the Building Official that an emergency existed which made it impractical to first obtain the permit. A violation shall result in an assessment of double permit fees for work done prior to permit issuance. Payment of a double fee shall not relieve any person from fully complying with the requirements of this Appendix J Grading nor from any other penalties prescribed herein.
3. Additional fees approved by resolution of the City Council and contained in Subarticle 6 of the Grading Manual shall be paid as required to the Building Official.

### J106.3 Cost Recovery Fees.

If the Building Official performs emergency work on private property, he shall charge the property owner all direct and indirect costs which are necessary to complete the work to his satisfaction. In addition, the Building Official may charge a mobilization cost equal to ten percent (10%) of the cost for performing the work.

## SECTION J107 — BONDS

### J107.1 Bonds Required.

A grading permit shall not be issued unless the permittee shall first post with the Building Official a bond executed by the owner and a corporate surety authorized to do business in the State of California as a surety in an amount specified in Subarticle 7 of the Grading Manual. The bond is required to assure that the work, if not completed in accordance with approved plans and specifications, will be corrected to eliminate hazardous conditions. Nothing herein shall be interpreted to require the permittee to post a bond to insure the correction of hazardous wastes or toxic contaminants which may be discovered on or in the soil. This requirement may be waived at the discretion of the Building Official if it is determined that:

1. No hazardous situation is likely to occur as a result of incomplete or improper grading, or
2. No adverse effect is likely to occur to subject property, adjacent property or an existing or proposed structure thereon as a result of incomplete or improper grading, or

3. No significant drainage, erosion, flooding or siltation problems will exist as a result of incomplete or improper grading, or
4. No conditions of the permit warrant a financial guarantee to assure their satisfactory completion.

#### J107.2 Continuing (Blanket) Bond or Single Letter or Credit.

On development where progressive individual grading projects or several concurrent projects are being constructed by one owner, a continuing (blanket) bond or single letter or credit which will cover all such projects may be accepted and the amount determined by the Building Official.

#### J107.3 Additional Cash Bond.

An additional cash bond in an amount determined by the Building Official may be required to ensure the completion of finish grading under the permit as a condition of occupancy and energizing utilities. A bond in an amount determined by the Building Official may be required for permits involving temporary earthen stockpiles to ensure their timely removal.

#### J107.4 Failure to Complete Work.

In the event of failure to comply with all of the conditions and terms of the permit, the Building Official may order the work authorized by the permit to be completed or put in a safe condition to the Building Official's satisfaction. The surety executing such bond or deposit shall continue to be firmly bonded under a continuing obligation for the payment of all necessary costs and expenses that may be incurred or expended in causing any and all such work to be done. In the case of a cash deposit, said deposit or any unused portion thereof, shall be refunded to the permittee.

#### J107.5 Default in Performance of Conditions.

Whenever the Building Official finds or determines that a default has occurred in the performance of any requirement of a condition of a permit, written notice thereof shall be given to the principal and when applicable, to the surety on the bond. Such notice shall specify the work to be done, the estimated cost thereof and the period of time deemed by the Building Official to be reasonably necessary for the completion.

After receipt of such notice, the surety shall, within the time specified, cause or require the work to be performed, or failing therein, shall pay over to the Building Official the estimated cost of doing the work as set forth in the notice. Upon receipt of such monies the Building Official may cause the required work to be performed and completed. The surety shall pay the Building Official actual costs in excess of the estimate amount plus a mobilization charge specified in Subsection J10.6.3 (*Cost Recovery Fees*) of this Appendix Chapter J Grading.

### SECTION J108 — CUTS

Cut slopes shall be no steeper than two (2) horizontal to one (1) vertical [2:1] unless otherwise recommended in the soil engineering or engineering geology report and approved by the Building Official. The slope of cut surfaces shall be no steeper than is safe for the intended use.

### SECTION J109 — FILLS

1. Unless otherwise approved by the Building Official and recommended in the approved soil engineering report, fills shall conform to Subarticle 9 of the Grading Manual. The provisions therein may be waived for minor fills not intended to support structures upon written request by the applicant on a form prescribed by the Building Official.

2. The Building Official may require that the soil tests or testing be performed by an approved testing laboratory.
3. Fill slopes shall be no steeper than two (2) horizontal to one (1) vertical [2:1] unless otherwise recommended in the soil engineering report and approved by the Building Official. The slope of fill surfaces shall be no steeper than is safe for the intended use.

#### **SECTION J110 — SETBACKS**

The setbacks and other restrictions specified by Subarticle 10 of the Grading Manual are minimum and may be increased by the Building Official or by the recommendation of a civil engineer, soil engineer or engineering geologist, if necessary for safety and stability or to prevent damage to structures or adjacent properties from sediment deposition, erosion, water runoff of the slopes or to provide access for slope and drainage structure maintenance. The minimum setback may be reduced only in special circumstances where stability is proven to the satisfaction of the Building Official by the soil engineer or engineering geologist and other factors are of primary importance.

#### **SECTION J111 — DRAINAGE AND TERRACING**

Drainage facilities shall conform to the provisions of Subarticle 11 of the Grading Manual unless otherwise approved by the Building Official and delineated on the approved grading plan.

#### **SECTION J112 — ASPHALT CONCRETE PAVEMENT**

Asphalt concrete pavement for surfacing of parking lots, private streets or other similar use shall conform to the provisions of Subarticle 12 of the Grading Manual unless otherwise approved by the Building Official.

The site engineer or special inspector shall inspect the construction of asphalt paved areas and verify to the Building Official that the work has been performed in compliance with the provisions of this Section J112.

#### **SECTION J113 — EROSION CONTROL**

##### **J113.1 Erosion Control System.**

1. The faces of cut and fill slopes and project site shall be prepared and maintained to control against erosion in accordance with this Section J113. Where cut slopes are not subject to erosion due to the erosion-resistant character of the materials, such protection may be omitted upon approval by the Building Official.
2. Where necessary, temporary and/or permanent erosion control devices such as desilting basins, check dams, riprap or other devices or methods, as approved by the Building Official, shall be employed to control erosion and provide safety during the rainy season from October 15 to April 15.
3. No grading work in excess of two hundred cubic yards (200 c.y.) will be allowed between October 15 and April 15 on any single grading site under permit unless an erosion control system has been approved or waived by the Building Official.
4. Paved streets, sidewalks, and other improvements shall be maintained in a neat and clean condition free of loose soil, construction debris and trash. Street sweeping or other

equally effective means shall be used on a regular basis to prevent storm flows from carrying sediment and debris outside the project boundaries. Watering shall not be used to clean streets except for fine material not otherwise removed by sweeping or other mechanical means.

5. The civil engineer or other qualified individual who prepared the grading plan and designed the erosion control devices shall be responsible for inspection and modification of the devices, as necessary, during the rainy season.
6. Desilting facilities shall be provided at drainage outlets from the graded site.
7. Desilting basins shall be designed to provide a minimum desilting capacity.
8. Desilting basins shall be constructed around the perimeter of projects whenever feasible when it provides improved maintenance access from paved roads during wet weather.
9. Desilting basins constructed of compacted earth shall be compacted to a relative compaction of ninety percent (90%) of maximum density. A soil engineering report, prepared by the soil engineer, which includes the type of field testing performed, location and results of testing shall be submitted to the Building Official for approval upon completion of the desilting basins.
10. Equipment and workers for emergency work shall be made available at all times during the rainy season. Necessary materials shall be available on-site and stockpiled at convenient locations to facilitate rapid construction of temporary devices when rain is imminent.
11. Erosion protection shall consist of effective planting of all slopes in excess of five feet (5') high unless otherwise approved by the Building Official. Slopes exceeding fifteen feet (15') high may require an adequate sprinkler system, as determined by the Building Official. Protection for the slopes shall be installed as soon as practicable which may be prior to rough grade approval. Effective planting shall be installed, fully germinated and effectively cover the required slopes prior to final approval unless otherwise approved by the Building Official.
12. The erosion control provisions shall take into account drainage patterns during the current and future phases of grading throughout the rainy season.
13. All removable protective devices shown shall be in place at the end of each working day when the five (5) day rain probability forecast exceeds forty percent (40%).
14. Graded areas around a tract perimeter must drain away from the face of slopes at the conclusion of each working day.

#### J113.2 Erosion Control Plans.

Erosion control plans prepared in accordance with Subarticle 13 of the Grading Manual shall be submitted to the Building Official for approval by September 15 each year for projects under grading permit. The erosion control plan may be waived for grading projects on single residential lot projects providing that an erosion control system, meeting the approval of the Building

Official, has been installed, placed, planted or constructed before October 15. This control system can be landscaping drains and/or sandbags.

#### J113.3 Erosion Control Maintenance.

1. After each rain storm, silt and debris shall be removed from check berms and desilting basins and the basins pumped dry.
2. After each rainstorm, the performance of the erosion control system shall be evaluated and revised and repaired as necessary.
3. Devices shall not be moved or modified without the approval of the Building Official.
4. The contractor shall be responsible and shall take necessary precautions to prevent public trespass onto areas where impounded water creates a hazardous condition.
5. The contractor and permittee or project owner shall be responsible for continual maintenance of the devices during the rainy season. In the event of failure or refusal by the contractor, permittee or project owner to properly maintain the devices, the Building Official may cause emergency maintenance work to be done to protect adjacent private and public property. The cost shall be charged to the owner and shall include an initial mobilization cost plus the cost of doing the work as contained in Subarticle 6 of the Grading Manual.
6. In the event the Building Official must cause emergency maintenance work to be done, he may revoke the grading permit in writing. The permit shall not be renewed until an erosion control system approved by the Building Official is installed and a fee of one-half ( $\frac{1}{2}$ ) the amount required for the original permit paid by the owner. The Building Official may waive installation of an erosion control system after April 15.
7. If any grading subject to Subsection J103.1 (*Grading Permits*) of this Appendix J Grading has commenced on private property without a valid grading permit, the property owner may be required to prepare and implement an erosion control plan which has been approved by the Building Official. In the event of failure by the property owner to install an approved erosion control system, the Building Official may cause emergency work to be done to protect adjacent private and public property. The procedures of Subsection J104.3 (*Hazardous Conditions*) of this Appendix J Grading need not apply for emergency erosion control work between October 15 and April 15. The cost shall be charged to the owner in accordance with Subparagraph 5 above.

### SECTION J104 — GRADING INSPECTION

#### J114.1 General.

All grading operations for which a permit is required shall be subject to inspection by the Building Official.

#### J114.2 Grading Requirements.

1. It shall be the responsibility of the civil engineer who prepares the grading plan approved by the Building Official to incorporate all recommendations from the soil engineering and engineering geology reports into the grading plan. The civil engineer shall also be responsible for the professional inspection and approval of the grading within his area of



technical specialty. This responsibility shall include, but need not be limited to, inspection and approval as to the establishment of line, grade and drainage of the development area. The project civil engineer and/or general contractor shall act as the coordinating agent in the event the need arises for liaison between the project professional, grading contractor, and the Building Official or his designee. The civil engineer who prepares and signs the grading plan shall also be responsible for the preparation of revised plans, erosion control plans, and the submission of as-graded grading plans when required by the Building Official upon completion of the work.

2. Soil engineering and engineering geology reports shall be required as specified in Subsection J105.5 (*Soil Engineering and Engineering Geology Reports*) of this Appendix J Grading. During grading, all necessary reports, compaction data, soil engineering and engineering geology recommendations shall be submitted to the owner by the soil engineer and engineering geologist. The owner shall submit copies of the report to the civil engineer and two (2) copies of all reports to the Building Official.
3. The soil engineer's area of responsibility shall include, but need not be limited to, the professional inspection and approval concerning the preparation of ground to receive fills, testing for required compaction, stability of all finish slopes, design of buttress fills, subdrain installation and incorporation of data supplied by the engineering geologist.
4. The engineering geologist's area of responsibility shall include, but need not be limited to, professional inspection and written approval of the adequacy of natural ground for receiving fills, the stability of cut slopes with respect to geological matters, and the need for subdrains or other ground water drainage devices. The engineering geologist shall report his finding to the soil engineer and the civil engineer for engineering analysis.
5. The Building Official may expeditiously inspect the project at the various stages of work requiring approval and at any more frequent intervals necessary to determine that adequate control is being exercised by the professional consultants.
6. When preliminary soil engineering reports are not required by the Building Official, the Building Official may require inspection and testing by an approved testing agency. The testing agency's responsibility shall include, but need not be limited to, approval of cleared areas and benches to receive fill, and the compaction of fills.

#### J114.3 Notification of Non-Compliance.

If, in the course of fulfilling their responsibility under this Appendix J Grading, the civil engineer, the soil engineer, the engineering geologist, or the testing agency finds that the work is not being done in conformance with the provisions of the approved specifications and grading plans, the discrepancies shall be reported immediately in writing to the person in charge of the grading work and to the Building Official. Recommendations for corrective measures, if necessary, shall be submitted to the owner. The owner shall submit two (2) copies of all recommendations and reports to the Building Official.

#### J114.4 Transfer of Responsibility for Approval.

If the civil engineer, the soil engineer, the engineering geologist, the testing agency, or the grading contractor of record are changed during the course of the work, the work shall be stopped unless:

1. The owner submits a letter of notification verifying the change of the responsible professional; and
2. The new responsible professional submits in writing that he has reviewed all prior reports and/or plans (specified by date and title) and work performed by the prior responsible professional and that he concurs with the findings, conclusions, and recommendations, and is satisfied with the work performed. He may modify or revise recommendations, specifications or work performed if accompanied by supporting data and approved by the Building Official. He must state that he assumes all responsibility within his purview as of a specified date. All exceptions must be justified to the satisfaction of the Building Official.

EXCEPTION: Where clearly indicated that the firm, not the individual engineer and/or geologist, is the contracting party, the designated engineer or geologist may be reassigned and another engineer and/or geologist within the firm may assume responsibility.

#### J114.5 Site Inspection by the Building Official.

1. Prior to the approval of any building or grading plans and specifications, the Building Official may inspect the site to determine that the plans and specifications are current and reflect existing conditions.
2. The permittee or his agent shall notify the Building Official when the grading operations specified in Subarticle 14 of the Grading Manual are ready for inspection.
3. If the inspector finds the soil or other conditions not as stated in the approved plans and soil or geology reports or as in additional information which required for issuance of the grading permit, he may, using reasonable judgment, refuse to allow further work until approval is obtained for a revised grading plan which will conform to the conditions.
4. The provisions of Section 114 (Stop Work Order) of Appendix Chapter 1 (Administration) of Building Code shall apply to all grading work and whenever the Building Official determines that any work does not comply with the terms of a permit, or this Appendix J Grading, or that the soil or other conditions are not as stated on the permit, he may order the work stopped by notice in writing served on any persons engaged in doing or causing of such work to be done and any such persons shall forthwith stop such work until authorized by the Building Official to proceed with the work.
5. Prior to the issuance of building permits for a graded site, the rough grading shall be completed in accordance with Subarticle 14 of the Grading Manual and to the satisfaction of the responsible civil engineer, or architect, engineering geologist, soil, soil engineer, and the Building Official.
6. Whenever any work on which inspections are required is covered or concealed by additional work without first having been inspected, the Building Official may require by written notice, that such work be exposed for examination. The work of exposing and recovering shall not entail or be subject to expense by the City.

#### J114.6 Special Inspections.

The Building Official may establish special inspection requirements in accordance with Subsection J109.3.9 (*Special Inspections*) of the Appendix Chapter 1 (Administration) of the Building Code, as amended for special cases involving grading or paving related operations. Special cases may apply to work where in the opinion of the Building Official it is necessary to supplement the resources or expertise available for inspection.

### SECTION J115 — COMPLETION OF WORK

#### J115.1 Final Reports.

Upon completion of the rough grading work and at the final completion of the work, the Building Official may require the written approvals, reports, drawings and supplements thereto specified in Subarticle 15 of the Grading Manual.

#### J115.2 Notification of Completion.

The permittee or his agent shall notify the Building Official when the grading operation is ready for final inspection. All work including installation of all drainage facilities and their protective devices and all erosion control measures must be completed in accordance with the final approved grading plan and the required reports approved by the Building Official before final approval of the grading permit is given by the Building Official. The Building Official may approve the grading work prior to completion of all work in special cases of extreme hardship and if no hazard exists and an adequate bond is posted to assure completion of all remaining work.

### SECTION J116 — HAZARDOUS WASTE

#### J116.1 Definitions.

For the purposes of this Section J116 the following definitions shall apply:

1. Certified Laboratory shall mean a laboratory certified by the California Department of Health Services, pursuant to the provisions of Section 25198 of the California Health and Safety Code, for analyzing samples for the presence of hazardous waste.
2. Building Official shall mean the Building Official of the **Division** of Building and Safety of the City of South Gate.
3. Director of Public Health shall mean the Director of the Department of Public Health of the County of Los Angeles.
4. Hazardous Waste shall mean any substance that meets the definition of hazardous waste in Section 25117 of the California Health and Safety Code and Section 66680 of Title 22, California Administrative Code.

#### J116.2 Analysis Required.

Applicants for any Building Permit, or for any permit for the removal of underground tank(s), drilling and/or boring on natural or existing grade for the purpose of soil sampling shall comply with the Subsection J116.3 when:

1. The permit is for a construction project that involves the disturbance of at least fifty cubic yards (50 c.y.) of soil; and
2. The parcel of land or part thereof on which the construction or part thereof will occur is located:
  - (1) In any area of the City of South Gate designated by the Building Official pursuant to Subsection J116.8.
  - (2) The Building Official may waive the requirements imposed by this Section J116 if the applicant demonstrates that the property has been continuously zoned as residential under the City Planning Code since the City incorporated, has been in residential use since that time, and the Building Official has no other reason to believe that the soil may contain hazardous wastes.
  - (3) The Building Official has authority to require soil analysis pursuant to the provision of this Section J116 as part of any building permit application when the Building Official has reason to believe that hazardous wastes may be present in the soil at the construction site.

#### J116.3 Soil Sampling and Analysis.

1. The applicant shall cause a site history for the property to be prepared by an individual with the requisite training and experience as identified in the regulation of the Building Official adopted pursuant to Subsection J116.08. Upon completion of the site history, the applicant shall file a copy of the same with the Building Official, the Director of Public Health and the certified laboratory.
2. The applicant shall cause a professional geologist, civil engineer, or engineering geologist who is registered or certified by the State of California or a certified laboratory to take samples of the soil on the property and shall cause a certified laboratory to analyze the soil samples to determine the presence of hazardous waste in the soil. The following types of analysis shall be conducted:
  - (1) For inorganic persistent and bio-accumulative toxic substances as listed in Section 66699(d) of Title 22 of the California Administrative Code.
  - (2) For volatile organic toxic pollutants as listed in 40 Code of Federal Regulations, Part 122, Appendix D, Title II.
  - (3) For PCB's.
  - (4) For pH levels.
  - (5) For flammability.
  - (6) For cyanides.
  - (7) For sulfides.
  - (8) For methane and other flammable gases.
  - (9) For those hazardous wastes designated by the Building Official pursuant to Subsection J116.8.
  - (10) For any other hazardous waste that either the Director of Public Health or Building Official shall make any such determination within thirty (30) days of filing by the applicant of the site history.

3. Soil sampling shall be conducted in accordance with procedures for sampling soils approved by the California Department of Health Services or the State Water Resources Control Board and the Regional Water Quality Control Board.
4. Samples shall be analyzed by a certified laboratory in accordance with methods for analyzing samples for the presence of hazardous wastes approved by the California Department of Health Services or the State Water Resources Control Board and the Regional Water Quality Control Board.

#### J116.4 Soil Analysis Report.

1. A report prepared by the persons conducting the soil sampling and analysis shall be submitted to the Building Official and the Director of Public Health. The report shall include the following information.
  - (1) The names and addresses of the persons and the certified laboratory that conducted the soil sampling, the soil analysis and prepared the report.
  - (2) An explanation of the sampling and testing methodology.
  - (3) The results of the soil analysis.
  - (4) Whether any of the analysis conducted indicate the presence of hazardous wastes. If so, the report shall list the hazardous wastes and, for each, the level detected, the state and federal minimum standards, if any, and recommendations of removal and disposition of material.
  - (5) State and federal agencies to which the presence of hazardous wastes has been reported and the date of the report.
  - (6) If no analysis were conducted pursuant to Subsection J116.3.2(10), a statement that the certified laboratory, after examination of the site history, has no reason to conclude that hazardous wastes other than those listed in Subsection J116.3.2 were likely to be present on the site.
2. The Director of Public Health shall determine whether the site history, soil sampling and analysis required by Subsection J116.3 were conducted and whether the report required by Subsection J116.4.1 is complete. If the site history, soil sampling or analysis were not conducted or the report does not comply with the requirements of this Section J116, the Director of Public Health and City of South Gate shall notify the applicant in writing within thirty (30) days of receipt of the report, indicating the reasons the report is unacceptable. A copy of the notification shall be sent to the Director of Public Works.
3. The site history and report shall become part of the permit file.

#### J116.5 Permit Approval.

Once the Director of Public Health has determined that the required site history, soil sampling and analysis were conducted and the report contains the information required by Subsection J116.4, the Building Official may approve or disapprove the application subject to the terms and limitations of this Section.

1. If the report indicates that there are no hazardous wastes present in the soil, the Director of Public Health shall provide the applicant and the City of South Gate Building Official with written notification that the applicant has complied with the requirements of this

Section J116. The Building Official may thereafter approve or disapprove the building permit application.

2. If the report indicates that hazardous wastes are present for which there are no quantitative federal or state standards, the applicant shall make a written request to the applicable agency for a written determination as to whether a site mitigation plan is required. The applicant shall submit a copy of this request and any written determination to the Building Official and the Director of Public Health. Upon receipt of a written determination that a site mitigation plan is not required, the Building Official may thereafter approve or disapprove the building permit application.
3. If the report indicates that the level of any hazardous waste exceeds quantitative federal or state minimum standards or there is a determination under Subparagraph 2 above that a site mitigation plan is required, the applicant shall do the following before the Building Official may approve or disapprove the building permit application:
  - (1) Within fifteen (15) days of the date of the report, a site mitigation plan shall be submitted to and approval of the plan obtained from the appropriate state or federal agency. The applicant shall submit a copy of the site mitigation plan to the Building Official and the Director of Public Health and indicate the date the plan was submitted to the state or federal agency.
  - (2) Complete the site mitigation in compliance with all the requirements imposed by the agency. The Building Official may issue any permits necessary for the applicant to carry out the site mitigation plan and the City shall set the time limits for which the mitigation measures should be completed.
  - (3) Complete the certification procedure set forth in Subsection J116.6. After receipt of the certification required by Subsection J116.6, the Director of Public Health shall provide the applicant and the Building Official with written notification that the applicant has complied with the requirements of this Section J116.
4. If the state or federal agency has not determined whether site mitigation is necessary within six (6) months from the date the applicant seeks a determination from the state pursuant to Subparagraph 2 above, or the state or federal agency has not approved or disapproved the site mitigation plan within twelve (12) months from the date the plan was submitted, the Department of Building and Safety shall notify the City Attorney and the City Attorney may institute a legal proceeding against the property owner and the applicant seeking declaratory relief that hazardous waste is present on the property, that the presence of hazardous waste constitutes a public nuisance and that the City may not proceed with the processing of the application until the site mitigation plan has been approved by the appropriate state or federal agency and the applicant has certified that the mitigation measures have been completed.

#### J116.6 Certification.

1. Upon completion of site mitigation, the applicant shall certify under penalty of perjury to the Director of Public Health that:
  - (1) It has performed all elements of the mitigation plan, and



- (2) It has applied for and obtained, to the extent available, certification or verification from competent state and federal authorities that mitigation measures have been completed in compliance with the approved mitigation plan and, where required, it has conducted follow up soil sampling and analysis. Copies of the state or federal verification shall be submitted.

2. The certification from the applicant shall also contain the following declaration:

“The applicant recognizes that it has a nondelegable duty to perform the work called for in the site mitigation plan; that it, and not the City, is responsible for compliance with the plan; that it, not the City, attests to and is responsible for the certification, and that it, will continue to remain liable and responsible, to the extent such liability or responsibility is imposed by state and federal law, for its failure to comply with the site mitigation plan.”

The certification shall become a part of the permit file.

3. Certification by the competent state and federal agency that mitigation measures have been properly completed shall constitute a conclusive determination and shall be binding upon the Director of Public Health.

#### J116.7 Completed Application.

No building permit application subject to the requirements of this Section J116 shall be complete, for the purposes of Government Code Section 65950 et seq., until the applicant submits to the Division of Building and Safety written notification from the Director of Public Health that:

1. The Director of Public Health has reviewed and accepted as complete the soil analysis report required by Subsection J116.4, and
2. One of the following conditions is satisfied;
  - (1) The report indicates that no state or federal standards are exceeded, or
  - (2) If the report indicates that hazardous wastes are present for which there are no quantitative state or federal standards, the Director of Public Health has received a written determination from the appropriate state or federal agency that a site mitigation plan is not required, or
  - (3) If the report indicates that the level of any hazardous waste exceeds quantitative state or federal minimum standards or there is a determination under Subsection J116.5.2 that a site mitigation plan is required, the Director of Public Health has received certification from the applicant in accordance with the provisions of Subsection J116.5.2 that the site mitigation plan is approved and the mitigation is completed.

#### J116.8 Authority to Adopt Rules and Regulations.

The Building Official may adopt, and may thereafter amend, rules, regulations and guidelines that the Building Official deems necessary to implement the provisions and intent of this ordinance and not inconsistent therewith. The rules, regulations and guidelines shall be consistent with the purpose of this Section J116. A public hearing shall be held prior to the adoption or any amendment of the rules, regulations and guidelines. In addition to notices required by law, the Building Official shall send written notice, at least fifteen (15) days prior to

the hearing, to any interested party who sends a written request to the Building Official for notice of hearings related to the adoption of rules, regulations and guidelines pursuant to this Section.

In developing such regulations, the Building Official shall consider, among other things, state and federal statutes and regulations pertaining to hazardous wastes with the purposes of coordinating local regulations with them. The Building Official shall submit to the Department of Public Health proposed rules, regulations and guidelines not less than thirty (30) days prior to the hearing.

#### J116.9 Guidelines for Regulations.

Rules, regulations and guidelines may address among others, the following subjects:

1. Minimum standards for acceptable site histories. The minimum standards shall be designed to assist interested persons including, but not limited to, the Building Official, the Director of Public Health, other state and local public agencies and certified testing laboratories, to evaluate whether analysis, other than those required by Subsection J116.3.2(9), must be conducted to detect the presence in the soil of hazardous waste and to determine what analysis are appropriate.
2. Minimum education and experience requirements for the persons who prepared site histories pursuant to Subsection J116.3. In making this determination, the Building Official shall consider relevant those academic disciplines and practical experiences which would qualify an individual to evaluate a property in South Gate and identify prior uses made of the property that may be relevant in determining whether there are hazardous wastes in the soil and what analysis, if any, are appropriate to identify them.
3. Precautionary measures to minimize long-term exposure to hazardous wastes that cannot be removed or are not required to be removed by the site mitigation plan. The Building Official shall consult with the Department of Public Health in preparing the precautionary measures.
4. The designation of areas in the City, in addition to the area described in Subsection J116.2.2(1), where the Building Official has reason to believe that the soils may contain hazardous wastes and the designation of the analysis specified in Subsection J116.3 that shall be conducted in each area.
5. The designation of additional hazardous wastes, other than those listed in Subsection J116.3.2(1) through J116.3.2(8), for which analysis must be conducted. The designation shall be based on a determination by the Building Official that there is a reasonable basis to conclude that such other hazardous wastes may be in the soil. The designation may be made applicable to a specified area or areas of the City or city-wide as determined by the Building Official.
6. The exclusion of hazardous wastes from the analysis requirements set forth in Subsection J116.3.2 upon a determination in consultation with the Department of Public Health, that the hazardous waste does not pose a significant present or potential hazard to human health and safety or to the environment.

**J116.10 Applicability.**

The provisions of this Section J116 shall not apply to building permit applications filed less than one hundred and twenty (120) days after the effective date of this Section J116.

**J116.11 Buyer Notification.**

The seller or the seller's agent involved in the sale or exchange of any real property within the City shall provide a copy of this ordinance to the buyer or buyers and shall obtain a written receipt from the buyer or buyers acknowledging receipt of a copy of the ordinance. Failure to give notice as required by this Section shall not excuse or exempt the buyer of the property from compliance with the requirements of this Code.

**J116.12 Non-Assumption of Liability.**

In undertaking to require certain building permit applications to include soil analysis for the presence of hazardous wastes, the City is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on itself or on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

**J116.13 Permit Warning.**

All building permits issued by the City shall bear the following printed warning:

**WARNING**

Certain building permits may be issued only after the permittee analyzes the soil for the presence of hazardous wastes and, where applicable, seeks approval of mitigation measures from federal and state authorities and completes the site mitigation. No officer, employee or agency of the City conducted the soil sampling and analysis or the site mitigation or checked or verified them for accuracy, reliability or adherence to protocols. In issuing this permit, neither the City nor any of its officers or employees make any representation that the soil on or about the site is free from the presence of hazardous wastes. Nor does the City's implementation of this process relieve any person from their duties and responsibilities relating to hazardous waste contamination under state and federal law. The issuance of this permit is intended to alter, extinguish, or transfer these responsibilities.

**J116.14 Construction on City Property.**

All departments and agencies of the City that authorize construction or improvements on land under their jurisdiction under circumstances where no building permit needs to be obtain shall adopt rules and regulations to insure that the same site history, soil sampling, analyzing, reporting, site mitigation and certification procedures as set forth in this Section J116 are followed. The Building Official and Director of Public Health shall assist the departments, to insure that these requirements are met.

**J116.15 Severability.**

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Section J116 or any part thereof, is for any reason to be held unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Section J116 or any part thereof. The City Council hereby declares

that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.

**J116.16 Plans and Specifications.**

Unless waived by the Building Official, plans, specifications, design calculations, geotechnical reports and other documents and data for hazardous waste mitigation shall be submitted with the application to substantiate that the building will comply with applicable codes and regulations. Such documents may be required to be prepared under the responsible charge of an engineer or architect licensed by the State to practice as such, and to be signed by said architect or engineer. The signatures may consist of an original signature on the first sheet or each set of documents, and a facsimile stamp plus the registration seal of the design professional on the balance of the sheets.

Two (2) complete sets of plans and specifications, and one set of design calculations and other documents, shall be submitted. For new building permit applications, and for alteration permit applications with a valuation exceeding five million dollars (\$5,000,000), the applicant may elect to have the plans checked in parallel by the approving agencies. For this option, four complete sets of mitigation plans and specifications must be submitted.

The requirements for plans or specifications may be waived, provided that the nature and extent of the proposed construction can be clearly described in writing, and such as description is filed with the application.”

**SECTION 3.** Title 9 (Buildings), Chapter 9.03 (Electrical Code), Section 9.03.010 (Adoption by Reference of the California Electrical Code), Section 9.02.020 (Violation and Penalties), and Section 9.03.030 (Amendments to Electrical Code) of the South Gate Municipal Code are hereby amended to read as follows:

**“9.03.010 Adoption by Reference of the California Electrical Code.**

Except as provided herein, the 2019 Edition of the State of California Electrical Code (California Code of Regulations, Title 24, Part 3) based in the 2017 National Electrical Code, including any amendments and **annexes** thereof, as promulgated and published by the National Fire Protection Association, Inc., is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as **“the Electrical Code of the City of South Gate”** (“Electrical Code” herein). A copy of the 2019 Edition of the California Electrical Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.03.020 Violations and Penalties.**

Any person violating any of the provisions of the California Electrical Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Electrical Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**“9.03.030 Amendments to Electrical Code.**

Notwithstanding the provisions of Section 9.03.010, the 2019 Edition of the California Electrical Code is hereby amended by:

- A. Adding a new subsection (C) to Section 90-8 (Wiring Planning) of Article 90 (Introduction) of the electrical code to read as follows:

(C) **Wiring to be in an Underground System.**  
Supply wiring for or to accessory uses, accessory buildings, yard lights, and post signs shall be in an underground system.

- B. Adding a new Section 225-28 to Article 225 (Outside Branch Circuits and Feeders) of the Electrical Code to read as follows:

**225-28 Outdoor Installations**

All yard wiring shall be installed underground, except for festoon lighting, temporary lighting or wires serviced by a public utility.

- C. Adding a new Section 250-52 (9): (Grounding Electrode System For New And Existing Construction) of Article 250 (Grounding and Bonding) of the Electrical Code to read as follows:

**250-52 (9) Grounding Electrode System for New and Existing Construction**

(A) **New Construction**

In addition to the requirements of Section 250-52, one or more copper or non-ferrous rods, as described in Table 250.66, shall be placed along the bottom of a concrete foundation, or in a building foundation trench, tensioned and supported in such a manner that it will not be less than 3 inches from the bottom or sides of the foundation, with one end terminating twelve inches (12”) above the foundation sill plate or finished floor, beneath or adjacent to the main service switch panel.

Where building pier footings are used instead of a continuous foundation, service grounding shall be accomplished by fusion welding of the ground conductor to a vertical electrode which reached to within three inches (3”) of the bottom of the piers.

All grounding conductors shall be electrically bonded together and connected to the property’s water system and electrical service equipment.

(B) **Existing Construction**

Any change, alteration or remodeling of existing electrical service equipment shall require a ground electrode to be provided in accordance with Table 250-66.

The driven ground electrodes may be galvanized pipe, not less than three-quarter inch pipe size, or copper-coated rod, not less than five-eighths of an inch (5/8”) in diameter; driven vertically eight feet (8’) or more into the ground.

Whenever more than one ground electrode is required, they shall be not less than six feet (6') apart from each other, or from any other electrode, including those used for single circuits, radio, telephone, lighting rods or any other purpose.

Where more than one electrode is required, they shall be bonded together in the same manner and with the same material as specified for pipe rod electrodes. Driven electrodes shall be of one piece. Such pipes or rods shall have clean metal surfaces and shall not be covered with paint, enamel, or other non conducting materials.

- D. Adding a new subsection (D) to Section 300-1 (Scope) of Article 300 (Wiring Methods) of the Electrical Code to read as follows:

**Installation Requirements.**

All wiring installed in or on building or structures, other than residential or residential accessory buildings, shall be in a metal protected raceway or cable wiring system; provided, however, that equivalent installations may be authorized when requested in writing and approved in advance by the Building Official.”

Exception: All exposed wiring installed in residential accessory buildings.

**SECTION 4.** Title 9 (Buildings), Chapter 9.04 (Mechanical Code), Section 9.04.010 (Adoption by Reference of the California Mechanical Code) and Section 9.04.020 (Violations and Penalties) of the South Gate Municipal Code is hereby amended to read as follows:

**“9.04.010 Adoption by Reference of the California Mechanical Code.**

Except as provided herein, the 2019 Edition of the State of California Mechanical Code (California Code of Regulations, Title 24, Part 4) based in the 2018 Uniform Mechanical Code, including any amendments and appendices thereof, as promulgated and published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as **“the Mechanical Code of the City of South Gate”** (“Mechanical Code” herein). A copy of the 2019 Edition of the California Mechanical Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.04.020 Violations and Penalties.**

Any person violating any of the provisions of the California Mechanical Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Mechanical Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**SECTION 5.** Title 9 (Buildings), Chapter 9.05 (Plumbing Code), Section 9.05.010 (Adoption by Reference of the California Plumbing Code), Section 9.05.020 (Violations and Penalties), and Section 9.05.030 (Amendments to Plumbing Code) of the South Gate Municipal Code are hereby amended to read as follows:



**“9.05.010 Adoption by Reference of the California Plumbing Code.**

Except as provided herein, the 2019 Edition of the State of California Plumbing Code (California Code of Regulations, Title 24, Part 5) based in the 2018 Uniform Plumbing Code, including any amendments and appendices thereof, as promulgated and published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as **“the Plumbing Code of the City of South Gate”** (“Plumbing Code” herein). A copy of the 2019 Edition of the California Plumbing Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.05.020 Violations and Penalties.**

Any person violating any of the provisions of the California Plumbing Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Plumbing Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**“9.05.030 Amendments to Plumbing Code.**

Notwithstanding the provisions of Section 9.05.010, the 2019 Edition of the California Plumbing Code is hereby amended by:

- A. Adding a new subparagraph 1014.3.4.4 (Outdoor Location) to subsection 1014.3.4 (Location) of Chapter 10 (Traps and Interceptors) of the Plumbing Code to read as follows:

**1014.3.4.4 Outdoor Location**

Each new grease trap shall be on the outside of all structures on the premises and shall be readily accessible for servicing and maintaining the grease trap in working and operation condition. The use of ladders or the removal of bulky equipment in order to service grease traps shall be deemed to be a lack of accessibility. The location of all grease traps in the interior of a building or structure shall be permitted by the building official only when, in his judgment, there is insufficient space on the exterior of a building or structure to install an adequate grease trap. As used herein, the term “adequate grease trap” shall mean a grease trap of sufficient capacity to intercept anticipated quantities of grease generated by a business over at least a twenty-four (24) hour period.”

**SECTION 6.** Title 9 (Buildings), Chapter 9.06 (Energy Code), Section 9.06.010 (Adoption by Reference of the California Energy Code) and Section 9.06.020 (Violations and Penalties) of the South Gate Municipal Code is hereby amended to read as follows:

**“9.06.010 Adoption by Reference of the California Energy Code.**

Except as provided herein, the 2019 Edition of the State of California Energy Code (California Code of Regulations, Title 24, Part 6), including any amendments and appendices thereof, as promulgated and published by the California Energy Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as **“the Energy Code of the City of South Gate”** (“Energy Code” herein). A copy of the 2019 Edition of the California Energy Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.06.020 Violations and Penalties.**

Any person violating any of the provisions of the California Energy Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Energy Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**SECTION 7.** Title 9 (Buildings), Chapter 9.12 (Administrative Code), Section 9.12.030 (Amendments to Administrative Code) of the South Gate Municipal Code is hereby amended to read as follows:

**“9.12.030 Amendments to Administrative Code.**

Notwithstanding the provisions of Section 9.12.010, the Administrative Code is hereby amended by:

- A. Adding a new Section 108, 109, 110, and 111 to Chapter 1 (*Title, Scope and General*) of the Administrative Code to read as follows:

**“108 – INTERPRETATION OF LANGUAGE**

The language used in Title 9 of this Code is intended to convey common and accepted meanings which are familiar to the various trades regulated by the Technical Codes. Whenever any section, or portion thereof, of a Technical Code set forth in this Title 9 appears to be in conflict with another section or provision, the Administrative Authority is authorized to interpret and determine the meaning and intent of such provisions.”

**109 – GENERAL SAFETY PROVISIONS**

1. It is the intent and purpose of Title 9 of this Code to provide for the safe, durable and non-hazardous installation of building materials and supplies into works of improvement, and to establish minimum standards therefore.
2. Notwithstanding the specific provisions contained in the Technical Codes of this Title 9, or the omission of specific provisions regulating certain types of installations, the Administrative Authority is authorized and directed to refuse to approve any such installation which, in his opinion, will manifestly fail to carry out the intent and purpose of any Technical Code set forth in this Title 9 or will create an unsafe or hazardous condition.”

**110 – USED MATERIALS**

Used materials or supplies shall not again be used in any work of improvement without the advance written approval of the Administrative Authority.”

**111 – MAINTENANCE TECHNICIANS**

In lieu of having work performed by a State Licensed Contractor, any person regularly employing one or more Maintenance Technicians skilled in conducting a trade regulated by any of the technical codes set forth in this Title 9 (also referred to as “Trade Technicians”) and for the purpose of installation, alteration, maintenance or repair of such person's own premises, may

request that one such employee be qualified as a Maintenance Technician, in accordance with the following requirements:

1. The employee shall receive a passing grade on a Trade Technician Competency Examination administered by the Administrative Authority.
2. The employee shall be responsible for the proper installation and inspection of all work performed, in compliance with the provisions of any Technical Code which may be applicable to the work of improvement.
3. A report identifying all work performed shall be submitted to the Administrative Authority not more than fifteen (15) days following the end of each calendar month, on a form provided by the City and accompanied by the appropriate permit fee. If no work has been undertaken, a report shall be filed so stating.
4. The City shall be notified at least once each month as to when any work is to be inspected and approved.
5. The Maintenance Technician shall keep a record of all technical work done, and the Administrative Authority shall have access to such records.
6. The Maintenance Technician authorization shall be renewed annually, prior to the beginning of each calendar year.
7. If the designated Maintenance Technician should leave the employment of the employer, written notice thereof shall be given by the employer to the Administrative Authority within five (5) days, and any work remaining to be performed shall, without further order or action, be suspended until the engagement of the same or another Maintenance Technician, who shall be qualified by the Administrative Authority.
8. Any violation of this section shall cause the immediate termination of all rights and privileges of the Maintenance Technician, and all work remaining to be performed shall be done with permit approval and by a State Licensed Contractor.”

**B.** Amending Section 204 (*Board of Appeals*) of Chapter 2 of the Administrative Code in its entirety to read as follows:

**204 – BOARD OF APPEALS CREATED; MEMBERSHIP; DECISIONS  
CREATING THE BOARD OF APPEALS.**

1. There is hereby established a Board of Appeals consisting of five (5) members, all of whom shall be duly appointed members of the City Planning Commission. The Building Official shall be an ex-officio member and shall act as Secretary to the Board of Appeals.
2. The Board of Appeals shall be authorized to construe and to interpret the provisions of the Technical Codes set forth in Title 9 of this Code, and to make determinations as to whether proposed alternate construction materials or methods of construction are equivalent or superior to those required or authorized by any of such Technical codes.
3. The Board of Appeals shall adopt rules and regulations relating to the conduct of its inquiries and investigations.
4. All decisions and determinations of the Board of Appeals shall be submitted in writing to the Building Official, and a copy thereof shall be delivered to the person or persons who initiated the appeal or the request for an interpretation.
5. Any decision of the Board of Appeals to approve or deny an appeal may be appealed by the aggrieved party to the City Council by filing a request therefore with the City Clerk, not later than ten days after such decision is rendered by the Board of Appeals. Upon

receipt of such a request, the City Clerk shall set a date for hearing by the City Council, not later than sixty (60) days thereafter, and shall notify the appellant of such hearing date. Following said hearing by the City Council, the findings and decision of the City Council shall be adopted by resolution. The determination of the City Council shall be final and conclusive.”

205 ESTABLISHED

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

206 MEMBERSHIP

The Board of Appeals shall consist of five (5) members appointed by the City Council. The Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the City.

207 TERM-APPOINTMENT OF SUCCESSOR

The Board of Appeals shall be appointed by the City Council and shall hold office as its pleasure. The Board shall adopt rules of procedures for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

208 DISQUALIFYING ACTIVITY

A member shall not hear an appeal in which that member has a personal, professional or financial interest.

209 REMUNERATION

Each appointee will receive the sum of Seventy-Five (\$75.00) per meeting attended by the appointee.

210 ELECTION OF CHAIRMAN OF THE BOARD OF APPEALS

The Board shall annually select one of its members to serve as chairperson.

211 REMOVAL FROM OFFICE

The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure.

212 ORGANIZATION – MEETINGS – RULES

The Board of Appeals shall consist of five individuals, one from each of the following professions or disciplines.

1. Registered design professional who is a registered architect.
2. Registered design professional with structural engineering experience.
3. State licensed contractor with at least 10 years experience.
4. Local resident or businessman with experience in construction.
5. Local advocate for accessibility and ADA requirements or local resident.
6. The City Building Official shall serve as Secretary of the Board.

There are six (6) meetings held annually.

The Board is authorized to establish policies and procedures necessary to carry out its duties.

Building related matters shall be as defined in the California Code of Regulations, Title 24, Part 2, 2007 California Building Code, Volume 1; but shall specifically exclude any issues related to the general plan or zoning ordinance; and,

Pursuant to Health and Safety Code Section 189.45 (a) any person adversely affected by any regulation, rules, omission, interpretation, decision or practice of any state agency,

respecting the administration of any building standard may appeal the issue for resolution to the Board; and,

Pursuant to Health and Safety Code Section 189.45 (b) any local agency having authority to enforce a state building standards and any person adversely affected by any regulations, rule, omission, interpretation, decision or practice of such agency respecting such buildings standard wish to appeal the issue for resolution to the Board, then both parties may appeal to the commission. The Board may accept such appeal only if the commission determines that the issues involved in such appeal have statewide significance; and,

Any and all action subject to the Boards purview shall be appealable to the City Council within ten business day after the date of execution of final decision from the Board; and, California Building Code provides that the Board of Appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

The Board shall have the authority to review code enforcement appeals and to waive or reduce rates, fees and charges related to building restoration fees for garage conversions and other related assessments, fees and/or charges arising from matters which are addressed by South Gate Municipal Code Title 9.

**C. Amending Subsection 301.1 (*Permits Required*) of Section 301 (*Permits*) of Chapter 3 (*Permits and Inspections*) in its entirety to read as follows:**

**301.1 Permits Required.**

Except as specified in Section 301.2, no building, structure or building service equipment regulated by this code and the technical codes shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate, appropriate permit for each building, structure or building service equipment has first been obtained from the Building Official.

If the application, plans and specifications which are filed are determined to be in conformity with the requirements of this Title 9 and all other laws and ordinances, the Administrative Authority shall, upon receipt of the required fees, issue a permit. Every permit issued shall be valid only for the location and the work described in the application.

The permit issued to any contractor, or to the holder of a Maintenance Technician permit, shall not authorize any person, other than an employee of the permittee, to undertake any of the work or improvements authorized by the permit.

A list of all subcontractors and material men who are performing work or furnishing materials shall be provided before work is commenced under the permit. If any subcontractors or material men to be used on the project are not known at the time of application, their names and addresses shall be supplied to the Department of Community Development/Division of Building and Safety within ten (10) days after any subcontractor or material man is selected by the contractor.

No final inspection shall be made, no certificate of occupancy shall be issued, and no building or structure shall be used or occupied unless all provisions of this Section have been complied with.

**D. Amending Subsection 302.1 (*Application*) of Section 302 (*Application for Permit*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code in its entirety to read as follows:**



### 302.1 Application.

To obtain a permit, the applicant shall file an application therefore in writing, on a form furnished by the City for that purpose. The following provisions shall apply to permit applications:

1. The application for any permit authorized to be issued under any provision of a technical code contained in this Title 9 shall describe the work to be done, and shall be made in writing by a State Licensed Contractor, a Maintenance Technician, or a residential property owner. Where a license is required by the State of California, no permit shall be issued unless the applicant has such a license. In the case of an owner, the application shall be for a special owner permit.
2. The application shall state the location where the work is to be done, either by street and house number, by lot, block and tract, or a similar description that will readily identify the location of proposed work. A separate application shall be required for each building. EXCEPTION: An application for a single-family dwelling may include an accessory building located on the same lot, erected at the same time, and served by the same utilities as the main building.
3. Each application shall be accompanied by drawings or plans as required by Section 302.2.

E. Amending Subsection 302.2 (*Submittal Documents*) of Section 302 (*Application for Permit*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code in its entirety to read as follows:

### 302.2 Submittal Documents.

1. Prior to the issuance of any permit required by any technical code set forth in this Title 9, submittal documents shall be submitted for each building showing thereon all improvements and equipment to be changed, installed or altered (except for minor additions or alterations as approved by the Administrative Authority).
2. Two (2) sets of plans and specifications shall be submitted for plan checking. When approved, one set shall be returned to the applicant and maintained on the job site until final inspection approval. The second set shall be retained by the Administrative Authority until completion of the authorized work.
3. The issuance of a permit based upon plans and specifications submitted shall not prevent the Administrative Authority from thereafter requiring the correction of any errors in said plans or specifications or from prohibiting construction where work is in violation of this Code or any other city ordinance, or from revoking any approval issued in error.
4. Required plans and specifications shall be submitted with the permit application form provided by the Administrative Authority.

F. Adding a new Subsection 302.6 to Section 302 (*Application for Permit*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code in its entirety to read as follows:

### 302.6 Special Owner Permit.

The Administrative Authority may issue to a residential property owner a special owner permit, for which a qualifying examination may be required, authorizing said owner to install, alter, change, or repair equipment or other items of personal property which may be subject to regulation under the technical codes of this Title 9. Such work shall be performed in, on or about a residence owned by said individual, and elsewhere; provided, however, that all work authorized by such special owner permit shall be performed personally by the owner, or by a member of the owner's immediate family. If any provision of this Code is violated, the permit shall be canceled and the holder thereof shall be subject to all penalties provided for any such violation.

G. Amending Subsection 303.4 (*Expiration*) of Section 303 (*Permit Issuance*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code in its entirety to read as follows:



#### 303.4 Expiration.

Every permit issued by the Building Official under the provisions of the technical codes shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within one hundred and eighty (180) days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred and eighty (180) days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

A permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred and eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.

The permit shall expire two (2) years from the date of issuance. Before any work can be continued after such expiration, a new permit shall first be obtained.

- H. Adding a new Subsection 303.6 to Section 303 (*Permit Issuance*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code to read as follows:

#### 303.6 Permit Refusal.

If upon demand of the Building Official, the applicant is unable to produce evidence that the applicant has complied or is complying with all State or City laws governing or regulating the erection, construction, enlargement, alteration, repair, removal, conversion, or maintenance of buildings or structures, or governing or regulating the persons engaging in such activities, including all safeguards required for the protection of the City, the public, employees of the applicant, or other persons, such as bonds, insurance, licensing, and other specific requirements which may be required by City ordinance or State law, then the Building Official shall refuse to issue a permit required under any Technical Codes of this Title 9.

PRE-REQUISITES: Before any permit is issued (except for minor remodeling or repair of any existing structure), it shall appear to the Building Official that all ordinances and regulations of the City pertaining to zoning, public works, subdivisions, precise plans, specific plans, setback lines, fire, health, and other matters, which are applicable to the property for which the permit is sought, have been complied with, and that the issuance of the permit will not result in the contravention of any ordinance, law, rule or regulation of the City, including the technical codes of this Title 9.

- I. Amending Subsection 304.3 (*Plan Review Fees*) of Section 304 (*Fees*) of Chapter 3 (*Permits, Fees and Inspections*) in its entirety to read as follows:

#### 304.3 Plan Review Fees.

When plans are submitted for plan review approval, as required by Section 302.2, a plan checking fee shall be paid to the City for each plan review required by any technical code of this Title 9. Such fee shall be the greater of:

1. The rate of one hundred dollars (\$100.00) per hour, prorated to the nearest one-half (½) hour, for time actually expended in checking the submitted plans; or
2. The actual cost to the City for plan reviewing services provided by engineering or other consultants; or
3. Eighty-five percent (85%) of the total permit fee, with a minimum of one hundred dollars (\$100.00).

- J.** Adding a new Subparagraph 304.5.3 to Subsection 304.5 (*Investigation Fees: Work Without a Permit*) of Section 304 (*Fees*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code to read as follows:

**304.5.3 Double Fees.**

When any work for which a permit is required by any technical code set forth in this Title 9 is commenced prior to obtaining a required permit, the fees specified under the provisions of such technical code shall be doubled, but in no event shall they be less than eighty-seven dollars (\$87.00). The payment of such double fees shall not release any person from complying with the requirements of any technical code set forth in this Title 9, nor from any penalties prescribed therein. The additional fees are imposed solely for the purpose of reimbursing the City for the additional work involved with the inspection, regulation and administration of the applicable provisions of the technical codes set forth in this Title 9.

- K.** Adding a new Subsection 305.9 to Section 305 (*Inspections*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code to read as follows:

**305.9 Permission to Cover Work.**

It shall be unlawful to lath over, seal, cover or otherwise conceal any improvement which is regulated by the provisions of a technical code set forth in this Title 9 and for which a permit is required, until such improvement has been inspected and approved by the Administrative Authority or his designee. The Administrative Authority, or his designee, shall have the authority to remove, or to require the removal of, any obstruction which prevents complete inspection of any work of improvement.

- L.** Adding a new Subsection 308.3 to Section 308 (*Connection to Utilities*) of Chapter 3 (*Permits and Inspections*) of the Administrative Code to read as follows:

**308.3 Connections.**

1. It shall be unlawful to energize, or to cause or permit to be energized, any work or improvement regulated by the provisions of any technical code of this Title 9 until such work or improvement has been inspected and approved by the Administrative Authority; provided, however, that the Administrative Authority may give temporary permission in writing to provide energy to or to use any such work or improvement for a period not exceeding thirty (30) days, if it appears to the Administrative Authority that such work or improvement will be used safely, and that there exists an urgent necessity for such use.
2. No serving agency shall furnish or supply any utilities permitting energization of a work or improvement regulated by any technical code set forth in this Title 9 until authorized by the Administrative Authority.

3. The Administrative Authority is authorized to disconnect, or to order the discontinuance of any utility services, to a work or improvement regulated by any technical code of this Title 9 which is found to be defective or in noncompliance, until the installation of such work or improvement has been determined to be safe. Any person ordered to discontinue such utility services shall do so within twenty-four (24) hours after the receipt of notice and shall not reconnect such utility services, nor allow the same to be reconnected, until authorized to do so by the Administrative Authority.

M. Adding a new Section 310 to Chapter 3 (*Permits and Inspections*) to read as follows:

**310 – Corrections**

All installations not in compliance with the requirements of any technical code of this Title 9 shall be corrected within ten (10) days after inspection notification, or within such other reasonable period of time as may be authorized by the Administrative Authority. Failure to comply shall be sufficient cause for the refusal of the Administrative Authority to issue any additional permit until all corrections have been made.

**SECTION 8.** Title 9 (Buildings), Chapter 9.14 (Swimming Pool, Spa and Hot Tub Code), Section 9.14.010 (Adoption by Reference of the Uniform Swimming Pool, Spa and Hot Tub Code), and Section 9.14.020 (Violations and Penalties) of the South Gate Municipal Code is hereby amended to read as follows:

**“9.14.010 Adoption by Reference of the Uniform Swimming Pool, Spa and Hot Tub Code.** Except as provided herein, the 2018 Edition of the Uniform Swimming Pool, Spa and Hot Tub Code, including any amendments and appendices thereof, as promulgated and published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as **“the Swimming Pool, Spa and Hot Tub Code of the City of South Gate”** (“Swimming Pool, Spa and Hot Tub Code” herein). A copy of the 2018 Edition of the Uniform Swimming Pool, Spa and Hot Tub Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.14.020 Violations and Penalties.**

Any person violating any of the provisions of the Swimming Pool, Spa and Hot Tub Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Swimming Pool, Spa and Hot Tub Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**SECTION 9.** Title 9 (Buildings), Chapter 9.15 (Solar Energy Code), Section 9.15.010 (Adoption by Reference of the Uniform Solar Energy Code) and Section 9.15.020 (Violations and Penalties) of the South Gate Municipal Code is hereby amended to read as follows:

**“9.15.010 Adoption by Reference of the Uniform Solar Energy Code.**

Except as provided herein, the 2018 Edition of the Uniform Solar Energy Code, including any amendments and appendices thereof, as promulgated and published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as **“the Solar Energy Code of the City of South Gate”** (“Solar Energy Code” herein). A copy of the 2018 Edition of the Uniform Solar Energy Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use

and examination by the public.”

**“9.15.020 Violations and Penalties.**

Any person violating any of the provisions of the Solar Energy Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Solar Energy Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**SECTION 10.** Chapter 9.19 (Building Residential Code) and Sections 9.19.010 (Adaption by Reference to the Residential Code), Section 9.19.020 (Violations and Penalties), Section 9.19.020 (Violations and Penalties) and Section 9.19.030 (Violations and Penalties) of Title 9 (Buildings) of the South Gate Municipal Code to read as follows:

**CHAPTER 9.19  
RESIDENTIAL CODE**

**Sections:**

- 9.19.010 Adoption by Reference to the California Residential Code.**
- 9.19.020 Violations and Penalties.**
- 9.19.030 Amendments to the Residential Code.**

**“9.19.010 Adoption by Reference of the California Residential Code.**

Except as provided herein, the 2019 Edition of the State of California Residential Code (California Code of Regulations, Title 24, Part 2.5), including any amendments and Appendix H Patio Cover, thereof, as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Residential Code of the City of South Gate” (“Residential Code” herein). A copy of the 2019 Edition of the California Residential Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.19.020 Violations and Penalties.**

Any person violating any of the provisions of the Residential Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Residential Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**“9.19.030 Amendments to California Residential Code.**

Notwithstanding the provisions of Section 9.19.010, the 2019 Edition of the California Residential Code is hereby amended by:

- A. Replacing Blank Table R301.2.(1), buildings shall be designed with the additional criteria and provisions of this table which shall read as follows:

**Table R301.2.(1)  
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

**SECTION 11.** Chapter 9.20 (Green Buildings Standards Code) and Sections 9.20.010 (Adoption by Reference to the California Green Buildings Standards Code), and 9.20.020 (Violations and Penalties) of Title 9 (Buildings) of the South Gate Municipal Code to read as follows:

**CHAPTER 9.20  
GREEN BUILDINGS STANDARDS CODE**

**Sections:**

- 9.20.010 Adoption by Reference to the California Green Buildings Standards Code.**
- 9.20.020 Violations and Penalties.**

**“9.20.010 Adoption by Reference of the California Green Buildings Standards Code.** Except as provided herein, the 2019 Edition of the State of California Green Buildings Standards Code (California Code of Regulations, Title 24, Part 11), as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Green Buildings Standards Code of the City of South Gate” (“Green Code” herein). A copy of the 2019 Edition of the California Green Buildings Standards Code

| GROUND SNOW LOAD | WIND DESIGN              |                                  |                                  |                                     | SEISMIC DESIGN CATEGORY <sup>f</sup> | SUBJECT TO DAMAGE FROM  |                               |                      | WINTER DESIGN TEMP <sup>e</sup> | ICE BARRIER UNDERLAYMENT REQUIRED <sup>a</sup> | FLOOD HAZARDS <sup>g</sup> | AIR FREEZING INDEX <sup>i</sup> | MEAN ANNUAL TEMP <sup>j</sup> |
|------------------|--------------------------|----------------------------------|----------------------------------|-------------------------------------|--------------------------------------|-------------------------|-------------------------------|----------------------|---------------------------------|--|----------------------------|---------------------------------|-------------------------------|
|                  | Speed <sup>d</sup> (mph) | Topographic effects <sup>a</sup> | Special Wind region <sup>i</sup> | Wind-borne debris zone <sup>m</sup> |                                      | Weathering <sup>a</sup> | Frost line Depth <sup>b</sup> | Termite <sup>a</sup> |                                 |  |                            |                                 |                               |
| ZERO             | 85                       | NO                               | NO                               | NO                                  | D <sub>2</sub>                       | NEGLIGIBLE              | ZERO                          | ZERO                 | 49°                             | NO   | NO                         | ZERO                            | 60°                           |

has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.20.020 Violations and Penalties.**

Any person violating any of the provisions of the Green Buildings Standards Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Green Buildings Standards Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**SECTION 12.** Chapter 9.20 (Green Buildings Standards Code) and Sections 9.20.010 through 9.20.030 are hereby added to Title 9 (Buildings) of the South Gate Municipal Code to read as follows:

**CHAPTER 9.21  
EXISTING BUILDING CODE, HISTORICAL CODE, REFERENCED STANDARDS CODE**

**Sections:**

- 9.21.010 Adoption by Reference to the California Existing Building Code, Historical Code, Referenced Standards Code.**
- 9.21.020 Violations and Penalties.**

**“9.21.010 Adoption by Reference of the California Existing Code, Historical Code, Referenced Standards Code.**

Except as provided herein, the 2019 Edition of the State of California Existing Code, California Historical Code, California Referenced Standards Code (California Code of Regulations, Title 24, Part



10, Part 8, Part 12), as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Existing Building Code, Historical Code, Referenced Standards Code of the City of South Gate” (“Existing Building Code, Historical Code, Referenced Standards Code” herein). A copy of the 2019 Edition of the California Existing Building Code, Historical Code, Referenced Standards Code have been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.21.020 Violations and Penalties.**

Any person violating any of the provisions of the California Existing Building Code, Historical Code, Referenced Standards Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Existing Building Code, Historical Code, Referenced Standards Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**SECTION 13.** Chapter 9.22 (Fire Code) and Sections 9.20.010 and 9.20.030 are hereby added to Title 9 (Buildings) of the South Gate Municipal Code to read as follows:

**CHAPTER 9.22  
FIRE CODE**

**Sections:**

**9.22.010 Adoption by Reference to the California Fire Code.**

**9.22.020 Violations and Penalties.**

**“9.20.010 Adoption by Reference of the California Fire Code.**

Except as provided herein, the 2019 Edition of the State of California Fire Code (California Code of Regulations, Title 24, Part 9), as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Fire Code of the City of South Gate” (“Green Code” herein). A copy of the 2019 Edition of the California Fire Code has been deposited in the Office of the City Clerk and shall at all times be maintained by the City Clerk for use and examination by the public.”

**“9.22.020 Violations and Penalties.**

Any person violating any of the provisions of the Fire Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Fire Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

**SECTION 14.** The modifications set forth in this ordinance which pertain to the California Building Code, the California Residential Code, the California Existing Code, the California Plumbing Code, and the California Electrical Code, are reasonably required due to local climatic, geographical and topographical conditions, and due to the need, in certain instances, to recover the actual costs and expenses incurred by the City in processing various applications for permits which are required by such technical codes. Modifications to those technical codes are reasonably required, in part, because of the local climate which is characterized by hot, dry summers, followed by strong Santa Ana winds and heavy winter rains which make buildings and structures vulnerable to rapidly spreading wind-driven fires. Furthermore, the City is located near to historic and active earthquake faults which require special safety measures and precautions.



**SECTION 15.** The adoption of this Ordinance shall fulfill the City of South Gate's obligation under Section 17958 of the Health and Safety Code to adopt and apply the provisions of the California Building Standards Code to all occupancies within the City.

**SECTION 16.** This Ordinance shall take effect on the thirty-first (31<sup>st</sup>) day after its adoption and be enforced on July 1, 2020.

**SECTION 17.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_ 2020.


**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **ATTACHMENT B**

### 2019 BUILDING CODE ADOPTION SUMMARY OF CITY OF SOUTH GATE AMENDMENTS

#### **ADMINISTRATION**

##### **EXISTING TO BE CARRIED FORWARD**

Such amendments include provisions regarding:

Board of Appeals Committee

General Safety Provisions

Used Materials

Maintenance Technicians

Permits Required

Building Application

Submittal Documents

Plan Review Fees

Double Fees

Permission to Cover Work

Utility Connections

Corrections

#### **BUILDING CODE**

##### **EXISTING TO BE CARRIED FORWARD**

Board of Appeals proceedings.

Appendix J (Grading). This section provides information for definitions, procedures, requirements, plan check, permits, inspections, and completion.

Reinspections Fee

Fee Refunds

Investigation Fee for non-authorized work

Certificate of Occupancy for Existing Structures

#### **RESIDENTIAL CODE**

##### **EXISTING TO BE CARRIED FORWARD**

Amend California Residential Code (CRC) to provide climatic and geographic information table for design criteria.

#### **ELECTRICAL CODE**

##### **EXISTING TO BE CARRIED FORWARD**

Amend California Electrical Code (CEC) to require exterior wiring to be underground.

Amend CEC sections regarding restricting wiring installation, disconnecting means, grounding tables.

PLUMBING CODE

**EXISTING TO BE CARRIED FORWARD**

Amend California Plumbing Code (CPC) to require grease traps to be located outside of all structures.

MECHANICAL CODE – No amendments.

GREEN BUILDING STANDARDS CODE – No amendments.

ENERGY CODE – No amendments.

HISTORICAL CODE, EXISTING BUILDING CODE AND REFERENCED STANDARDS CODE – No amendments.

FIRE CODE – No amendments.

## ATTACHMENT C

### SIGNIFICANT CHANGES IN THE 2019 BUILDING CODES

Every triennial California Code Cycle brings significant changes to the Building Codes. It covers a broad range of topics, including code changes which may not have an impact on our jurisdiction. The following changes to the CA Codes were selected because they are likely to affect most designers, builders, and code officials in California.

**Change of Occupancy:** A definition for “Change of Occupancy” has been added and the requirement for a certificate of occupancy when there is a change of occupancy or use has been clarified.

**Projection Distances:** New rules for cornices, eave overhangs, exterior balconies and similar projections at property lines.

**Dwelling-Garage Opening Protection:** An automatic-closing device is now permitted as an alternative to a self-closing device for the door between the garage and dwelling.

**Habitable Attics:** A habitable attic shall not be considered a story if the occupied floor area is not less than 70 square feet.

**Fire Watch During Construction:** In order to protect adjacent properties from fire in a building of considerable height when under construction, new provisions have been established to give authority to the fire code official to require a fire watch during those hours where no construction work is being done.

**Water conservation:** Newly constructed multiunit residential structures or residential portion of newly constructed mixed-use residential and commercial structures will be required to provide measurement of the quantity of water supplied to each individual unit by either individual water meters or submeters.

**Electric Vehicle Charging for New Construction:** It provides an exception for EV charging for Accessory Dwelling Units (ADU’s and JADU’s).

**Roof Access for Photovoltaic Solar Energy Systems:** Requirements for roof access and pathways for firefighters have been introduced into the residential code provisions for rooftop-mounted photovoltaic solar energy systems.

**Solar Panels near Emergency Escape and Rescue Openings:** Rooftop-mounted photovoltaic solar energy panels and modules are not permitted to be installed directly below emergency escape and rescue openings.

**Dorm Cooking Facilities** Cooking areas may be provided in R-2 (residential) dormitories if:  
Appliances limited to ovens, cooktops, ranges, warmers, coffee makers and microwaves.  
In approved locations

**Tracer Wire:** Plastic materials for building supply piping outside underground shall have an electrically continuous corrosion-resistant blue insulated copper tracer wire. The tracer wire size shall not be less than 14 AWG, and the insulation type shall be suitable for direct burial.

**Tamper Resistant Receptacles** – All 15- and 20-ampere, 125- and 250-volt nonlocking-type receptacles in the areas specified below shall be listed tamper resistant receptacles.

Dwelling units in all areas.

Guest rooms and guest suites of hotels and motels.

Child care facilities.

Preschools and elementary education facilities.

Business offices, corridors, waiting rooms and the like in clinics, medical and dental offices and outpatient facilities.

Subset of assembly occupancies to include places of waiting transportation, gymnasiums, skating rinks, and auditoriums.

**Appliances on roofs:** New code requirements, including: Load capacity, fasteners and clearances.

**Shower rooms ventilation:** New minimum ventilation rates for shower rooms now included in the code.

**Clothes dryer vents:** Clothes dryer exhaust duct power ventilator added to the code as an exception to increase the length limitation of the vent.

**ATTACHMENT D**

**CITY OF SOUTH GATE  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the South Gate City Council will conduct a public hearing to consider an ordinance of the City of South Gate adopting by reference the California Codes of Regulations, Title 24, Part 1, Part 2 (Volume 1 & 2), Part 2.5, Part 3, Part 4, Part 5, Part 6, Part 8, Part 10, Part 11, Part 12, known and designated as the 2019 Edition of the California Administrative Code, the 2019 Edition of the California Building Code, Volume 1 and 2, the 2019 Edition of the California Residential Code, the 2019 Edition of the California Electrical Code, the 2019 Edition of the California Mechanical Code, the 2019 Edition of the California Plumbing Code, the 2019 Edition of the California Energy Code, the 2019 Edition of the California Historical Building Code, the 2019 Edition of the California Existing Building Code, the 2019 Edition of the California Green Building Standards Code, the 2019 Edition of the California Reference Standards Code, and the 2019 Edition of the California Fire Code; adopting by reference the 2018 International Association of Plumbing and Mechanical Officials model code known and designated as the 2018 Edition of the Uniform Solar Energy and Hydronics Code, and the 2018 Edition of the Uniform Swimming, Spa & Hot Tub Code; making amendments to Title 9 (Buildings), of the South Gate Municipal Code and related actions. A copy of the ordinance may be reviewed in the City Clerk's office during normal business hours.

DATE: City Council Meeting  
Tuesday, May 12, 2020  
TIME: 6:30 pm  
PLACE: City Hall Council Chamber  
8650 California Avenue  
South Gate, California 90280

All persons interested in this matter are invited to testify or present evidence upon any matter relating thereto.

THIS NOTICE IS GIVEN by order of the City Clerk of the City of South Gate and is dated this April 29, 2020.

---

**CARMEN AVALOS, City Clerk**



## **ATTACHMENT E**

### **Advisories and Code Updates**

Important Notice Regarding the 2019 Building Standards.

If you are a City of South Gate property owner or an architect, engineer, designer, or contractor that performs work within the City, please be advised that the City will be enforcing the following Building Standards, effective July 1, 2020:

2019 California Administrative Code,  
2019 California Building Code,  
2019 California Residential Code,  
2019 California Electrical Code,  
2019 California Mechanical Code,  
2019 California Plumbing Code,  
2019 California Energy Code,  
2019 California Historical Building Code,  
2019 California Existing Building Code,  
2019 California Green Building Standards Code, and  
2019 California Referenced Standards Code,  
2019 California Fire Code.

All new plan review applications submitted after June 30, 2020 will be required to comply with the above referenced code editions.

Building codes are available for purchase from the International Code Council.

Training classes are available through the following organizations:

- \* ICC (International Code Council)
- \* CALBO (California Building Officials)
- \* Local ICC Los Angeles Basin Chapter
- \* IAPMO (International Association of Plumbing and Mechanical Officials)

#### **Building Standards Currently Enforced**

2016 California Administrative Code,  
2016 California Building Code,  
2016 California Residential Code,  
2016 California Electrical Code,  
2016 California Mechanical Code,  
2016 California Plumbing Code,  
2016 California Existing Building Code,  
2016 California Historical Building Code,  
2016 California Green Building Standards Code,  
2016 California Energy Code,  
2016 California Referenced Standards Code, and  
2016 California Building Standards Code.

**Links to the following applicable document is provided:**

City of South Gate Title 9 – Building  
[www.cityofsouthgate.org](http://www.cityofsouthgate.org) (Municipal Code-Title 9)

2019 California Green Building Standards Code  
[www.bsc.ca.gov/Home/CALGreen.aspx](http://www.bsc.ca.gov/Home/CALGreen.aspx)

RECEIVED

MAY 6 2020

City of South Gate

Item No. 6

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

8:50am

AGENDA BILL

For the Regular Meeting of: May 12, 2020  
Originating Department: Administrative Services

Department Director:

  
Jackie Acosta

City Manager:

  
Michael Flad

**SUBJECT:** RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO UPDATE THE JOB SPECIFICATION OF THE SENIOR ACCOUNTANT POSITION IN THE ADMINISTRATIVE SERVICES DEPARTMENT

**PURPOSE:** To update the job specification of the Senior Accountant position in the Administrative Services Department, to bring it up to date before beginning the recruitment process.

**RECOMMENDED ACTION:** Adopt Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the job specification of the Senior Accountant position in the Administrative Services Department.

**FISCAL IMPACT:** There is no fiscal impact associated with updating the job specification of the Senior Accountant position. The Fiscal Year 2019/20 budget includes funding for this position.

**ANALYSIS:** None

**BACKGROUND:** One of the two Senior Accountant positions was recently vacated due to a retirement. Staff is recommending updating the job specification before opening the position for recruitment.

As the City Council is aware, the City must, from time to time, add or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City's various departments.

Human Resources staff worked with the Administrative Services Department to update the job specification for the Senior Accountant position. As one of two Senior Accountant positions is still filled, Administrative Services management reviewed the proposed changes with the incumbent and he was in agreement. Staff also corresponded with the Professional and Mid-Management Association (PMMA) Board Members to inform them of the proposed changes and they were in agreement.

**ATTACHMENTS:** A) Proposed Resolution (with updated job specification)  
B) Red-lined Senior Accountant job specification

**RESOLUTION NO. \_\_\_\_\_**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO UPDATE THE JOB SPECIFICATION OF THE SENIOR ACCOUNTANT POSITION IN THE ADMINISTRATIVE SERVICES DEPARTMENT**

**WHEREAS**, the City must, from time to time, add or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City's various departments; and

**WHEREAS**, the City desires to update the job specification of the Senior Accountant position in the Administrative Services Department; and

**WHEREAS**, the City, based on evaluation, has determined that changes are necessary to the job specification of the Senior Accountant position, as detailed in the proposed Class Specifications & Attributes, attached hereto as Exhibit "A;" and

**WHEREAS**, the City, in consultation with the Human Resources Division and the Administrative Services Department, has determined that it is proper to update the job specification of the Senior Accountant position;

[Remainder of page left blank intentionally]

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

**SECTION 1.** The City Council hereby approves and adopts the proposed amendment to the City's Salary Resolution and Position Classification Plan to update the position of Senior Accountant in the Administrative Services Department.

**SECTION 2.** The City Council hereby approves and adopts the proposed job specification for the Senior Accountant position, attached hereto as Exhibit "A."

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED** this 12<sup>th</sup> day of May 2020.

**CITY OF SOUTH GATE:**


By: \_\_\_\_\_  
Maria Davila, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk

(SEAL)

**APPROVED AS TO FORM:**

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

***City of South Gate***  
CLASS SPECIFICATIONS AND ATTRIBUTES

**SENIOR ACCOUNTANT**

**DESCRIPTION**

Under general direction, performs advanced level professional accounting and financial analysis work in the maintenance and control of the City's accounting systems; performs related duties as required.

**CLASS CHARACTERISTICS**

The Senior Accountant is a single position classification which performs complex accounting functions in the Finance Division. This classification is distinguished from the Accountant classification by difficulty and complexity of work performed and the use of a high degree of independent judgment in making decisions. Incumbents in this classification may provide guidance to para-professional and/or professional level staff.

**SUPERVISION RECEIVED**

Works under the general supervision of the Deputy Director of Administrative Services/Finance.

**SUPERVISION EXERCISED**

May supervise the work of para-professional and/or professional staff.

**ESSENTIAL FUNCTIONS**

*The following functions are typical for this classification. The incumbent may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.*

Performs difficult and specialized professional accounting work in the maintenance of financial records (e.g. bank reconciliations, CIP projects, fixed assets and grants).

Monitors and records financial transactions and assures compliance with state and federal regulations, City policies and goals, and governmental accounting standards.

Assists in the accounting for complex financing projects and agreements (e.g. bonds and leases).

Performs month-end and year-end closing of books, including all necessary entries and reconciliations.

May prepare or assist in the preparation of complex financial reports such as the annual State Controller's Report, the Annual Street Report and the Successor Agency's Recognized Obligation Payment Schedule (ROPS).

Maintains City's debt records including coordinating payments to fiscal agents, preparation of disclosure information and reconciling trustee statements.

Assists in the preparation of the City's annual budget, Single Audit, Comprehensive Annual Financial Report, and various grant audit reports.

May assist with the selection of employees.

Maintain the City's chart of accounts; perform set-up and closing of the general ledger at year-end; and assist in implementation and maintenance of the City's ERP system/database.

Provides technical and functional assistance/backup to Division staff as needed.



May assist in managing the City's cash and investment portfolio.

May perform duties of the Deputy Director of Administrative Services/Finance in his/her absence.

**QUALIFICATIONS**

Any combination of education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way would be:

**Education and Experience**

Possession of a Bachelor's degree in accounting, finance, business administration or a closely related field and four (4) years of increasingly complex professional level accounting experience.

**Knowledge, Skills, and Abilities**

Knowledge of: generally accepted accounting principles within a municipality; advanced practices, procedures and principles of business accounting, auditing and budgeting; applicable federal, state and local laws, rules and regulations pertaining to government accounting and/or public finance; record keeping procedures; office procedures and equipment; application of electronic data processing to accounting procedures; methods of data collection and evaluation; principles and practices of supervision and leadership.

Ability to: analyze complex accounting activities, develop conclusions and make sound recommendations; apply accounting and auditing principles and procedures; interpret and apply related laws and regulations; prepare and present reports of related activity; direct the preparation and maintenance of accurate records; work independently with little direction; exercise sound judgment; communicate effectively both orally and in writing; establish and maintain cooperative working relationships.

**PHYSICAL DEMANDS AND WORK ENVIRONMENT**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. Incumbents may be exposed to repetitive motion. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet. Incumbents are not substantially exposed to adverse environmental conditions.

SENIOR ACCOUNTANT  
Created, 09/21/1981  
Repealed, 10/25/1982  
Reinstated, 10/28/1991  
Amended, 05/12/2008  
Amended, 05/12/2020

**City of South Gate**  
CLASS SPECIFICATIONS AND ATTRIBUTES

**SENIOR ACCOUNTANT**

**DESCRIPTION**

Under general direction, performs advanced level professional accounting and financial analysis work in the maintenance and control of the City's accounting systems; performs related duties as required.

**CLASS CHARACTERISTICS**

The Senior Accountant is a single position classification which ~~supervises and~~ performs complex accounting functions in the Finance ~~Division~~ department. This classification is distinguished from the Accountant classification by difficulty and complexity of work performed, ~~supervisory responsibility~~ and the use of a high degree of independent judgment in making decisions. Incumbents in this classification ~~may~~ provide guidance to ~~para-professional and/or~~ professional level staff.

**SUPERVISION RECEIVED**

Works under the general supervision of the ~~Deputy~~ Director of ~~Administrative Services/Finance~~.

**SUPERVISION EXERCISED**

~~Exercises direct supervision over subordinate staff in execution of assigned duties. May supervise the work of para-professional and/or professional staff.~~

**ESSENTIAL FUNCTIONS**

*The following functions are typical for this classification. The incumbent may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.* ~~Essential functions include, but are not limited to, the following:~~

Performs ~~the most~~ difficult and specialized professional accounting work in the maintenance of financial records (e.g. bank reconciliations, CIP projects, fixed assets and grants).

~~Monitors and records financial transactions and assures compliance with state and federal regulations, City policies and goals, and governmental accounting standards.~~

Assists in the accounting for complex financing projects and agreements (e.g. bonds and leases).

Performs month-end and year-end closing of books, including all necessary entries and reconciliations.

~~May Prepare or assist in the preparation of complex financial reports such as the annual State Controller's Reports for the City and Redevelopment Agency, the Annual Street Report and the Redevelopment Agency's Statement of Indebtedness the Successor Agency's Recognized Obligation Payment Schedule (ROPS).~~

Maintains City's debt records including coordinating payments to fiscal agents, preparation ~~and dissemination~~ of disclosure information and reconciling ~~trustee~~ statements.

Assists in the preparation ~~and maintenance~~ of the City's annual budget, Single Audit, ~~and~~ Comprehensive Annual Financial Report, ~~and various grant audit reports.~~

~~Assists in the selection of employees; plans, organizes and assigns work; supervises, trains and evaluates subordinate personnel. May assist with the selection of employees.~~

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Maintain the City's chart of accounts; perform set-up and closing of the general ledger at year-end; and assist in implementation and maintenance of the City's ERP system/database.

Provides technical and functional assistance/backup to ~~Division~~department staff as needed.

May assist in ~~the~~managing the City's cash and investment portfolio.

May perform duties of the Deputy Director of Administrative Services/Finance in his/her absence.

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**QUALIFICATIONS**

Any combination of education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way would be:

Training, Education and Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary. A typical way of obtaining the knowledge and abilities would be Possession of a Bachelor's degree in accounting, finance, business administration or a closely related field and four (4) years of increasingly complex professional level accounting experience.

Knowledge, Skills, and Abilities

Knowledge of: generally accepted accounting principles within a municipality; advanced practices, procedures and principles of business accounting, auditing and budgeting; applicable Federal, state and local laws, rules and regulations pertaining to government accounting and/or public finance; record keeping procedures; office procedures and equipment; applications of electronic data processing to accounting procedures; methods of data collection and evaluation; principles and practices of supervision and leadership.

Ability to: analyze complex accounting activities, develop conclusions and make sound recommendations; apply accounting and auditing principles and procedures; interpret and apply related laws and regulations; prepare and present reports of related activity; direct the preparation and maintenance of accurate records; work independently with little direction; ~~supervise, plan and organize work for subordinate staff to meet deadlines;~~ exercise sound judgment; communicate effectively both orally and in writing; establish and maintain cooperative working relationships.

**PHYSICAL DEMANDS AND WORK ENVIRONMENT**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. Incumbents may be exposed to repetitive motion. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet. Incumbents are not substantially exposed to adverse environmental conditions.

SENIOR ACCOUNTANT

[Created\\_09/21/1981](#)

[Repealed\\_10/25/1982](#)

[Reinstated\\_10/28/1991](#)

[Amended\\_05/12/2008](#)

[Amended\\_05/12/2020](#)

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**RECEIVED**

**Item No. 7**

MAY 6 2020

*City of South Gate*

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

8:40pm

AGENDA BILL

For the Regular Meeting of: May 12, 2020

Originating Department: Community Development

Department Director: \_\_\_\_\_

*Joe Perez*  
Joe Perez

City Manager: \_\_\_\_\_

*Michael Flad*

Michael Flad

**SUBJECT: AGREEMENT WITH KOSMONT COMPANIES FOR REAL ESTATE ADVISORY SERVICES FOR PROPERTY ANNEXATION ASSISTANCE**

**PURPOSE:** To consider approval of the Professional Services Agreement (Agreement) with Kosmont Companies to provide real estate advisory services for annexating unincorporated Los Angeles County property to be developed for a Southeast Los Angeles Cultural Center.

**RECOMMENDED ACTIONS:**

- a. Approve Agreement with Kosmont & Associates, Inc., doing business as Kosmont Companies, for real estate advisory services for property annexation assistance for the property located at Assessor Parcel Number 6234-012-900 for the development of the Southeast Los Angeles Cultural Center, in an amount not to exceed \$20,000;
- b. Appropriate \$27,000 from the unassigned General Fund balance to account number 100-603-41-6101 (General Fund – Planning – Professional Services) to fund this Agreement and the property surveys needed to complete annexation;
- c. Appropriate \$10,000 from the unassigned General Fund balance to account number 100-603-41-6309 (General Fund – Planning – Fees & Charges) to fund the LAFCO application fees; and
- d. Authorize the Mayor to execute Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** Funds, in the amount \$37,000, were not included in the Fiscal Year 2019/20 budget, therefore, \$37,000 will need to be appropriated from the unassigned General Fund balance. The current balance of the unassigned General Fund balance is \$8,999,682.

**CITY COUNCIL GOALS:** This item will support the City’s goals of encouraging economic development and creating strong sustainable neighborhoods by allowing the City to be the primary agency of a vibrant Culture Center that unites the surrounding communities. This will also allow the City to control future entitlements and development of the site.

**ANALYSIS:** The City is in the process of evaluating the possible annexation of the unincorporated Los Angeles County (County) property, adjacent to the City limits. The site is located at Assessor Parcel Number (APN) 6234-012-900 on E. Imperial Highway in the southeast area of the City and is adjacent to the Los Angeles River, south of the confluence point. The six acre site is between Imperial Highway and the Hollydale Regional Park. The site is currently owned by the Los

Angeles County Flood Control District as a Flood Control District Service Yard. The proposed use of this site is for the Southeast Los Angeles (SELA) Cultural Center.

The SELA Cultural Center will be a multi-arts facility that brings together world-class design and programming from across Los Angeles County. The process for design and community engagement for the SELA Cultural Center is being led by the Rivers and Mountains Conservancy, a state conservancy, Gehry Partners LLP, a world-renowned architecture firm, and OLIN, a landscape architecture and urban design studio. The SELA Cultural Center will support and showcase the Southeast Los Angeles community and provide a permanent place for the community to gather in creative expression. The proposed SELA Cultural Center will be a source of community and regional pride and if the City decides to annex the property, the City would become the lead agency for the future development. As such, the City would be in a position to review design and authorize permitting for construction.

As part of its evaluation process to possibly annex the property, the City requested that Kosmont & Associates, Inc., doing business as Kosmont Companies (Kosmont) provide an abbreviated summary of the annexation application and approval process. The proposed Agreement will allow Kosmont to assist the City with the annexation approval process overseen by the Local Area Formation Commission of Los Angeles County (LAFCO) as well as other relevant information for the City's consideration.

It is recommended that \$20,000 be appropriated for Kosmont's real estate advisory services to assist the City with property annexation assistance. Kosmont will assist with:

- The identification of the property owner(s) and contact information for the property proposed to be annexed;
- Outreach and negotiation with the identified property owners to secure consent letters for annexation;
- An evaluation of the potential costs and/or liabilities to the City should it annex the proposed property;
- Assistance in completing applications required for annexation;
- Assistance in managing the California Environmental Quality Act process that may be required as part of the annexation process;
- Assistance in managing updates to the City's Zoning Code that may be required as part of the annexation process; and
- Assistance in preparing and/or updating the plan for City municipal services for the property proposed to be annexed.

The City will be required to do various site surveys of the properties located outside of the City's limits. The City will also have to submit a formal application to LAFCO, requesting formal annexation of property. Finalization would likely require augmentation of sections of the application related to the delivery of municipal services within the annexation area. Kosmont will assist with these processes and estimates finalization of the application would take approximately two to four weeks to complete.

If the City decides to move forward with the property annexation, the anticipated period for the LAFCO process is approximately one year.



Below is a breakdown of the fees related to the property annexation project:

| <b>Proposed Activities</b>             | <b>Total</b>    |
|--|-----------------|
| Agreement with Kosmont Companies, Inc. | \$20,000        |
| Surveyor Fees                          | \$7,000         |
| LAFCO Fees                             | \$10,000        |
| <b>Total</b>                           | <b>\$37,000</b> |

**BACKGROUND:** City staff requires assistance in evaluating the costs and service requirements to annex this property which is currently located outside of the City limits, as well as continued assistance in managing and completing the annexation process. The proposed Agreement with Kosmont is on an as needed basis and will not exceed \$20,000. The City is in no way locked in with the length of the contract, has no obligation to continue using Kosmont's services, and may elect to terminate the contract at any time.

**ATTACHMENTS:** A. Proposed Agreement  
B. Aerial and Location Map

**AGREEMENT FOR PROFESSIONAL SERVICES FOR PROPERTY  
ANNEXATION ASSISTANCE BETWEEN THE CITY OF SOUTH GATE  
AND KOSMONT & ASSOCIATES, INC., DOING BUSINESS AS  
KOSMONT COMPANIES**

This Agreement for Professional Services for Property Annexation Assistance ("Agreement") is made and entered into on May 12, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Kosmont & Associates, Inc., doing business as Kosmont Companies, a California corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain professional services for real estate advisory consulting services for Property Annexation Assistance; and

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

**WHEREAS**, based on such representation, City desires to contract with Consultant to perform Professional Services described in the Proposal attached hereto as Exhibit "A" and made a part to this Agreement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

- 1. SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A". The Scope of Services may be mutually amended from time to time by both Parties in writing.
- 2. COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **Twenty Thousand Dollars (\$20,000)** as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of Community Development.
  - 2.1** Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.

- 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.
- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of May 12, 2020, and will remain in effect through and including completion of the Scope of Services attached hereto as Exhibit "A" 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 Community Development, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Community Development has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date, 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.

## **6.2 Termination for Cause.**

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

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

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

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

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

**6.3 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

**6.4 Non-Discrimination.**

**6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation,

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

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

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

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

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

a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.

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

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

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

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

**6.8.1.** Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

**6.8.2.** Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent



jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.

**6.9 Consultant's Personnel.**

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

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

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

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

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

**6.11 Legal Construction.**

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

**6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a

document is to be construed against the drafting party shall not be applicable to this Agreement.

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

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

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

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

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

**6.15 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or

available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.19 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**  
City of South Gate  
Joe Perez  
Director of Community Development  
8650 California Avenue  
South Gate, CA 90280  
Email: [jperez@sogate.org](mailto:jperez@sogate.org)

**WITH COURTESY COPY TO:**  
City Clerk's Office  
Carmen Avalos  
City Clerk  
8650 California Avenue  
South Gate, CA 90280  
Email: [cavalos@sogate.org](mailto:cavalos@sogate.org)

**TO CONSULTANT:**

Kosmont & Associates, Inc.

Ken K. Hira

President

1601 N. Sepulveda Blvd., Suite 382.

Manhattan Beach, California, 90266

Email: [khira@kosmont.com](mailto:khira@kosmont.com)

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

[Remainder of page left blank intentionally.]

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

**CITY OF SOUTH GATE:**

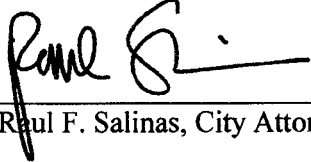
By: \_\_\_\_\_  
Maria Davila, Mayor

Dated: \_\_\_\_\_


**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**KOSMONT & ASSOCIATES, INC.:**  
Doing business as Kosmont Companies

By:  \_\_\_\_\_  
Ken K. Hira, President

Dated: 5-7-2020



## Exhibit "A"

May 5, 2020

Dianne N. Guevara  
Management Analyst  
Economic Development Division  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

**Re: Proposal for Services for Property Annexation Assistance**

Dear Ms. Guevara,

Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant" or "Kosmont") is pleased to present this proposal for real estate advisory services to the City of South Gate ("Client", "City") in connection with the City's proposed annexation of property currently outside of the City limits.

This proposal serves as an Agreement when executed and returned by Client to Kosmont.

### **I. BACKGROUND AND OBJECTIVE**

The City desires to annex property currently located outside of the City limits, and desires Consultant's assistance in evaluating the costs and service requirements of the area proposed to be annexed, as well as Consultant's assistance in managing and completing the annexation process.

### **II. SCOPE OF SERVICES**

Approach to Scope of Services: The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client, including its elected officials, appointed officials and staff, which they can accept or reject. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

#### **Task 1: Annexation Services**

Consultant will assist Client in evaluating the costs and service requirements of the area proposed to be annexed, as well as assist in managing and completing the annexation process. This task will include:



- The identification of the property owner(s) and contact information for the property proposed to be annexed.
- Outreach and negotiation with the identified property owners to secure consent letters for annexation.
- An evaluation of the potential costs and/or liabilities to the City should it annex the proposed property.
- Assistance in completing applications required for annexation.
- Assistance in managing the California Environmental Quality Act process that may be required as part of the annexation process.
- Assistance in managing updates to the City's Zoning code that may be required as part of the annexation process.
- Assistance in preparing and/or updating the plan for City municipal services for the property proposed to be annexed.

#### **Task 2: As-Needed Services**

Consultant will assist Client as requested by Client and mutually agreed upon by Consultant with additional real estate advisory related services.

### **III. SCHEDULE**

Consultant is prepared to commence work upon receipt of executed Agreement.

### **IV. COMPENSATION**

Compensation for Tasks 1 through 2 is estimated at \$20,000 for professional services (hourly) fees at Consultant's billing rates as shown on Attachment A. Given the nature of the assignment, this budget is provided as an initial amount that could need to be increased in the future as the scope and depth of work required is further identified. Future increases in budget will require approval by Client in advance. Budget may be increased by Client at any time.

Consultant anticipates a single consolidated round of Client comments and revisions on draft work product before Kosmont provides a final version of work product. If necessary, additional rounds of comments and revisions can be accommodated on an hourly basis.

Consultant's attendance or participation at any **publicly noticed** meeting, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board, other*), as requested by Client is in addition to compensation for Tasks 1 through 2 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be

reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of Kosmont's clients, we offer a secure credit card payment service. The credit card payment link is: <https://kosmont.paidyet.com> and there are two ways to make a secure credit card payment:

1. Fill in the "**Make a Payment**" form when you go to the link (<https://kosmont.paidyet.com>), or
2. Call Kosmont Companies' accounting desk (Ms. Charo Martinez; (424) 297-1072) to make a credit card payment

***Consultant is prepared to commence work upon receipt of executed Agreement.***

**DISCLOSURE: Compensation for possible future transaction-based services or brokerage services.**

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation for such services. This disclosure is not intended to commit the Client.

When assignments involve real estate/property brokerage services, such transaction-based services are typically provided by Kosmont Real Estate Services, Inc. dba Kosmont Realty ("KR") is licensed by the State of California Department of Real Estate (License# 02058445). Compensation to KR is typically paid through commissions for property sale transactions, lease transactions and success/broker fees. KR also provides Broker Opinions of Value ("BOV") services on a fixed fee basis.

When assignments involve public finance services on behalf of a public agency, such municipal advisory services are provided by Kosmont Transactions Services, Inc. ("KTS"). KTS is registered with the Securities and Exchange Commission (CIK# 0001769359) and the Municipal Securities Rulemaking Board as a Municipal Advisor (ID# K1256).

SEC registration does not constitute an endorsement of the firm by the Commission or state securities regulators.

## V. OTHER PROVISIONS

**A. Termination.** Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

**B. Arbitration.** Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

**C. Attorneys' Fees.** In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

**D. Authority.** Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

**E. Further Actions.** The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

**F. Assignment.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

**G. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**H. Entire Agreement; Amendments and Waivers.** This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by

both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

**I. Severability.** If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

**J. Notices.** All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

**K. Titles and Captions.** Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

**L. Governing Law.** The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

**M. Confidentiality.** Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

**N. Counterparts.** This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

**O. Disclaimer.** Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

**P. Limitation of Damages.** In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

**Q. Force Majeure.** Consultant shall not be liable for failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by significant circumstances beyond its reasonable control, including, without limitation: epidemic; acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; riots; wide-spread power failures and wide-spread internet failure. Contractual performance and deadline(s) shall be extended for a period equal to the time lost by reason of the delay.

**R. Expiration of Proposal for Services.** If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

**S. Not an agreement for Legal Services or Legal Advice.** This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

[ signature page follows ]

**VI. ACCEPTANCE AND AUTHORIZATION**

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

\_\_\_\_ Day of \_\_\_\_\_ 2020

**City of South Gate**

**Kosmont & Associates, Inc.**  
doing business as "Kosmont Companies"

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Name: Ken K. Hira

Its: \_\_\_\_\_  
(Title)

Its: President



## ATTACHMENT A

### Kosmont Companies 2020 Public Agency Fee Schedule

#### Professional Services

|   |               |
|---|---------------|
| Chairman & CEO                                      | \$375.00/hour |
| President   | \$345.00/hour |
| Senior Vice President/Senior Advisor                | \$305.00/hour |
| Vice President                                      | \$210.00/hour |
| Senior Project Analyst                              | \$195.00/hour |
| Project Analyst/Project Research                    | \$165.00/hour |
| Assistant Project Analyst/Assistant Project Manager | \$125.00/hour |
| GIS Mapping/Graphics Service                        | \$ 95.00/hour |
| Clerical Support                                    | \$ 60.00/hour |

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#### • Additional Expenses

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting** requested by Client, whether such participation is in person, digital, video and/or telephonic (e.g., City Council, Planning Commission, Public Agency Board, other) as requested by Client will be billed at the professional services (hourly) fees as shown on this rate sheet.

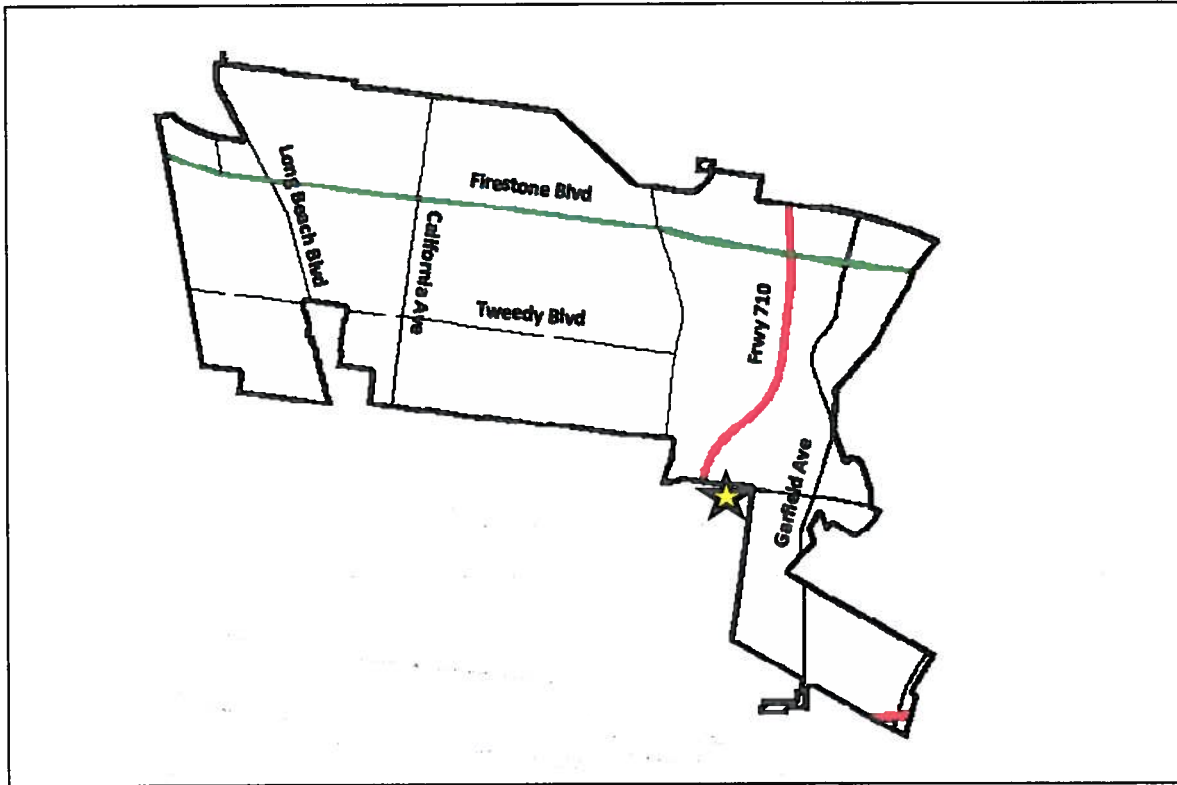
#### • Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

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*Rates shall remain in effect until December 31, 2020.*

### Location Map for APN: 6234-012-900



**RECEIVED**

MAY 6 2020

*City of South Gate*  
CITY COUNCIL

**Item No. 8**

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

AGENDA BILL

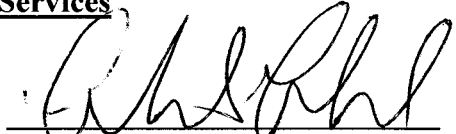
12:50pm

For the Regular Meeting of: May 12, 2020  
Originating Department: Administrative Services

Department Director:

  
Jackie Acosta

City Manager:

  
Michael Flad

---

**SUBJECT: EMPLOYMENT AGREEMENT WITH STEVE COSTLEY**

**PURPOSE:** To approve an Employment Agreement (“Agreement”) with Steve Costley for the position of Interim Director of Parks & Recreation, retroactively effective January 1, 2020.

**RECOMMENDED ACTIONS:**

- a. Approve Employment Agreement with Steve Costley for the position of Interim Director of Parks & Recreation, retroactively effective January 1, 2020; and
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no fiscal impact. The Director of Parks & Recreation position has been vacant since December 31, 2019 and funding for the position was included in the Fiscal Year 2019/20 budget.

**ANALYSIS:** None

**BACKGROUND:** On December 30, 2019, the Director of Parks & Recreation retired leaving the position vacant. Steve Costley agreed to accept the position of Interim Director of Parks & Recreation, retroactively effective January 1, 2020, to perform the functions and duties specified in the Class Specification until such time as a permanent appointment to the position is made. The recruitment to fill the permanent Director of Parks & Recreation position will be opened soon. Human Resources is currently working on updating the job spec and preparing a recruitment flyer. It is anticipated that the recruitment will be completed and an appointment made by November 1, 2020.

**ATTACHMENTS:** A. Proposed Employment Agreement  
B. Salary Pay Table – Unclassified Top Management

**EMPLOYMENT AGREEMENT  
AS INTERIM DIRECTOR OF PARKS & RECREATION  
BETWEEN THE CITY OF SOUTH GATE AND STEVE COSTLEY**

This Employment Agreement as Interim Director of Parks & Recreation ("Agreement") is made and entered into on May 12, 2020, and retroactively effective as of January 1, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Steve Costley ("Employee"). City and Employee are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties." The Parties hereby enter into the terms, conditions, covenants, duties and responsibilities as follows:

**RECITALS**

**WHEREAS**, the Parties hereto are entering into this Agreement to set forth the terms and conditions upon which Employee's job title and job description with the City will temporarily be changed from Deputy Director of Parks & Recreation to Interim Director of Parks & Recreation ("Interim Director") to fill temporarily the vacant position left open by the former director;

**WHEREAS**, the City desires to acknowledge the changed scope of services of Employee and to expect from him the highest standards of fidelity and public service;

**WHEREAS**, Employee knowingly and voluntarily enters into this Agreement and freely, without any duress from the City, accepts the terms and conditions of this Agreement;

**WHEREAS**, Employee agrees and acknowledges by virtue of this Agreement, that the Employee's employment with the City in his capacity as Interim Director shall be governed solely by the terms and conditions of this Agreement and applicable state and federal laws and not by any past, present or future memorandums of understanding or agreements with any other labor group or individual employee of the City. Employee understands that commencing with the effective date of this Agreement, Employee shall be deemed to be an at-will employee in his capacity as Interim Director, meaning that Employee's Interim Director status may be terminated with or without cause, and with or without advance written notice, by the City Manager, at which time the Employee shall return to his previous position as Deputy Director of Parks & Recreation, including salary and benefits and be subject to all employment policies and procedures applicable to that position without any further consequences or corrective actions based on the employee's execution of duties under this agreement;

**WHEREAS**, the Parties desire that this Agreement shall be the sole basis to provide a just means for ending the Employee's Interim Director status at such time as he may be unable fully to discharge his duties, or when the City Manager in his sole discretion may desire to otherwise promote the Employee by removing his interim status, or return the Employee to his previous position of employment with the City of South Gate; and

**WHEREAS**, the Parties further desire in this Agreement to provide certain benefits and establish certain conditions of employment.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained and as authorized by the South Gate Municipal Code, the applicable Personnel Rules and Regulations, all Resolutions currently in effect and adopted by the City, and any and all applicable provisions of federal and/or state law, including but not limited to the California Government Code, the Parties hereto agree as follows:

**SECTION 1. DUTIES.** Employee hereby agrees to accept the position of Interim Director of Parks & Recreation ("Interim Director"), to perform the functions and duties specified in the Class Specifications and Attributes ("Class Specifications") as may be approved or modified from time-to-time by the City Council, and to perform such other legally permissible activities and functions as may be directed by the City Manager. A copy of the Class Specifications is attached hereto as Exhibit "A."

**SECTION 2. TERM.**

- A. The term of this Agreement is hereby retroactively effective as of January 1, 2020, and shall remain in full effect until the Director of Parks & Recreation position has been permanently filled, unless terminated in accordance with the terms set forth in this Agreement.
- B. Employee agrees to remain in the exclusive employment of the City and not to become otherwise employed while this Agreement is in effect, without the prior approval of the City Manager evidenced in writing. The term "employed" shall not be construed to include occasional teaching, writing or consulting performed outside of normal City business hours, or on Employee's time off with the prior approval of the City Manager evidenced in writing.

**SECTION 3. DURATION AND AFFECT OF INTERIM APPOINTMENT.** In the event Employee is not promoted by the City Manager from the Interim Director position and not named as the Director of Parks & Recreation, the Employee shall return to his previous position and salary and benefits without any further consequences or corrective actions based on the Employee's execution of duties under this Agreement. However, should the Employee not be appointed to the permanent Director of Parks & Recreation position, the City agrees to review, without further obligation, the salary of the Deputy Director of Parks & Recreation position to which the Employee will return.

**SECTION 4. COMPENSATION AND BENEFITS.**

**The compensation and benefits set forth below are intended to apply only to the extent and in the amount that they exceed the compensation and benefits provided to the Employee as Deputy Director of Parks & Recreation.**

- A. **Salary.** Effective January 1, 2020, the base salary for Employee shall be set at Step "C" of Range 706, in the monthly amount of \$12,846.00.
- B. **Pension.** Employee shall be provided with pension benefits. Accordingly, Employee will be covered by the City's agreement with the California Public Employees' Retirement System ("CalPERS"), as codified in Government Code Section 21354.5, which provides

for a "2.7% @ 55" Full Formula benefit; Government Code Section 21574, which provides for a "Fourth Level 1959 Survivor Benefits;" and Government Code Section 20042, which provides for "One Year Final Compensation." The City shall pay the Employer contribution of pension costs and Employee shall pay the Employee contribution of pension costs (currently at 8% of base pay).

- C. **Deferred Compensation.** Employee is eligible to participate in the City-sponsored deferred compensation plan on a voluntary basis and is eligible for a City match of voluntary contributions made by the Employee up to a maximum of \$100.00 per month.
- D. **Automobile Allowance.** The City agrees to pay Employee \$475.00 per month as an automobile allowance which shall be taxable as compensation.
- E. **Life Insurance.** Employee shall receive term life insurance paid by the City in the amount of \$100,000.00 which shall remain in effect during the term of this Agreement. Employee has the option of purchasing supplemental insurance in an amount of up to \$150,000.00 at the Employee's own expense from the City's carrier.
- F. **Medical Insurance.** The City shall pay the premium for health insurance coverage for Employee and legal dependents up to the maximum of the Employee+2 (family) Kaiser insurance rate. If Employee demonstrates proof of insurance by other means, and elects not to participate in the City's medical plan, the City will contribute the sum of \$360.60 per month to Employee's deferred compensation plan.
- G. **Dental/Vision.** The City will pay insurance premiums which are equivalent to the rate for the standard HMO plan. If Employee selects a more expensive plan, Employee will be responsible for any difference in premiums. Vision coverage is linked to Dental enrollment. If Employee elects not to participate in the City's dental/vision plans, the City will contribute the sum of \$17.95 per month to Employee's deferred compensation plan.
- H. **Retiree Medical Insurance.** If Employee retires with twenty (20) years or more of City service, and remains so retired, he shall receive a medical insurance premium benefit not to exceed \$150.00 per month, plus the current CalPERS administrative fee paid directly to CalPERS. This section specifically makes no provision for any dependents of the retiree. The retired Employee will continue to have the option to purchase medical insurance for himself and dependents, as currently provided.
- I. **Fitness.** Employee shall receive a free membership at the South Gate Sports Center which will include privileges for a spouse and up to three (3) dependent children under the age of 18, at no cost.
- J. **Technology Reimbursement.** Unless other arrangements are approved by the City Manager, Employee will be compensated \$100.00 per month as reimbursement for his personal technology device use which shall be taxable as compensation.
- K. **Professional Memberships.** The City shall pay, either directly or by reimbursement to Employee, for related regional and national professional memberships as approved by the City Manager, including renewal of professional licenses related to the position.

- L. **Educational Reimbursement.** The individual educational reimbursement cap is \$2,500.00 annually (\$3,000.00 for private universities). A total annual budget of \$100,000.00 will be available for this plan, subject to annual City Council approval. Employee shall be eligible to participate in the educational reimbursement plan after completion of Employee's six (6) months of employment with the City. To be eligible for reimbursement, Employee must obtain a grade of "C" or better and submit a grade slip or other evidence of successful course completion and appropriate invoices and/or receipts. If Employee voluntarily separates from the City for reasons other than retirement within two (2) years of completing a course for which reimbursement is received, the City shall withhold a prorated amount of such reimbursement from the Employee's final check, unless otherwise waived by the City Manager in his/her sole discretion. The prorated amount shall be 1/24th of the amount for each month short of two (2) years.

## **SECTION 5. LEAVE.**

**The leave benefits set forth below are intended to apply only to the extent and in the amount that they exceed the leave benefits provided to the Employee as Deputy Director of Parks & Recreation.**

- A. **Vacation.** Employee shall receive paid vacation leave which shall accrue at the prorated formula of one hundred sixty (160) hours per year. Employee may cash out up to eighty (80) hours of accrued vacation leave every calendar year (in December). At the time of separation or termination, Employee will be entitled to cash out the entire balance of his accrued vacation leave hours.
- B. **Sick Leave.** Employee shall receive paid sick leave which shall accrue at the prorated formula of one hundred twenty (120) hours per year. Sick leave may be used for personal illness, illness of an immediate family member as defined by state law, and doctor and dentist appointments. The City shall permit Employee to utilize fifty (50) hours of his accrued sick leave as paid time-off for reasons of personal business (not related to illness). These days shall not be regarded as "sick leave used" for any personnel related purposes, including employee discipline, evaluations, promotions, assignments, etc. At the time of separation or termination, Employee will be paid from his accrued sick leave balance as follows: fifty percent (50%) after fifteen (15) years with the City; seventy-five percent (75%) after twenty (20) years with the City; or one hundred percent (100%) after twenty-five (25) years with the City.
- C. **Administrative Leave.** Employee shall receive administrative leave which shall accrue at the prorated formula of one hundred twenty (120) hours per year. Employee may cash out up to eighty (80) hours of accrued administrative leave every fiscal year (in June). At the time of separation or termination, Employee will be entitled to cash out the entire balance of his accrued administrative leave hours.
- D. **Holiday Leave.** Employee will receive designated holidays and compensated time as prescribed by the City.



**E. All other leave not explicitly described.** This Agreement shall be subject to state and federal law consistent with the City's personnel policies and procedures.

**SECTION 6. SCHEDULE.** Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. It is recognized that as Interim Director, Employee must devote time outside of normal office hours to attend to business of the City, and, to that end will be allowed to take compensatory time off as deemed appropriate by the Employee and City Manager.

**SECTION 7. PERSONNEL RULES AND REGULATIONS.** Employee is subject to the provisions of any personnel rules, regulations and other policies and procedures governing terms and conditions of employment whether now in existence or subsequently adopted by the City. Except as to the discipline, disciplinary appeals, notice and termination provisions thereof, such rules, regulations, policies or procedures are incorporated into this Agreement by reference and shall govern unless there is a conflict with this Agreement.

**SECTION 8. INDEMNIFICATION.** To the extent mandated by state and/or federal law, including but not limited to California Government Code Sections 825-825.6 and Sections 995-996.6 and other applicable laws, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as defined in this Agreement. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon for Employee's activities performed within the course and scope of his employment.

**SECTION 9. BONDING.** The City shall bear the full costs of any fidelity or other bonds required of Employee under any law or ordinance.

**SECTION 10. MODIFICATIONS.** Any modification to this Agreement must be in writing and signed by both Parties executing this Agreement in order to be effective.

**SECTION 11. EFFECT OF WAIVER.** The failure of either Party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition. Nor shall any waiver or relinquishment of any right or power at one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

**SECTION 12. ENTIRE AGREEMENT.**

- A.** Each of the Recitals stated above are incorporated by reference as fully set forth herein.
- B.** Each Party agrees that this Agreement is valid and shall be binding upon said Party. In the event of Employee's death prior to the expiration of this Agreement or any extension thereof, the heirs at law and executors of Employee shall be entitled to accrued and unused benefits as prescribed in Sections 3, 4 and 5, above, of which Employee would be entitled. Each Party to this Agreement acknowledges that no representations, inducements, promises, agreements, orally or otherwise, have been made by any Party, or anyone acting

on behalf of any Party, which are not embodied herein, and that no other agreements, statements or promises not contained or referenced in this Agreement shall be valid or binding on either Party. Employee has fifteen (15) calendar days following approval by the City to review and execute this Agreement.

- C. Employee acknowledges that he has knowingly accepted the terms of this Agreement and has consulted with an attorney of his own choosing, or voluntarily elected not to do so, prior to executing this Agreement.

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

**CITY OF SOUTH GATE:**

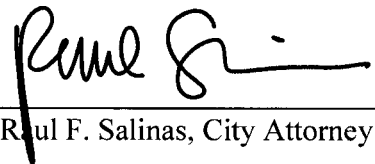
By: \_\_\_\_\_  
Maria Davila, Mayor

Dated: May \_\_, 2020

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**EMPLOYEE:**

By: \_\_\_\_\_  
Steve Costley

Dated: May \_\_, 2020

|  |
|--|
| <b>Salary Pay Table</b><br><b>South Gate Top Management Employees (Unclassified)</b><br><b>Effective October 9, 2018</b> |
|--|

|     |   | Step A | Step B | Step C | Step D | Step E |
|-----|---|--------|--------|--------|--------|--------|
| 701 | CITY MANAGER                                | 19,250 | 20,213 | 21,223 | 22,285 | -      |
| 702 | POLICE CHIEF                                | 18,482 | -      | -      | -      | -      |
| 711 | ASSISTANT CITY MGR/DIRECTOR OF PUBLIC WORKS | 12,751 | 13,389 | 14,058 | 14,761 | 15,499 |
| 710 | DIRECTOR OF PUBLIC WORKS/CITY ENGINEER      | 12,751 | 13,389 | 14,058 | 14,761 | 15,499 |
| 703 | DIRECTOR OF COMMUNITY DEVELOPMENT           | 11,790 | 12,380 | 12,999 | 13,649 | 14,331 |
| 706 | DIRECTOR OF PARKS & RECREATION              | 11,258 | 11,821 | 12,412 | 13,033 | 13,684 |
| 704 | DIRECTOR OF ADMINISTRATIVE SERVICES         | 11,031 | 11,583 | 12,162 | 12,770 | 13,409 |
| 708 | FIELD OPERATIONS MANAGER                    | 9,453  | 9,926  | 10,422 | 10,943 | 11,491 |

RECEIVED

City of South Gate

Item No. 9

MAY 7 2020

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

AGENDA BILL

7:45am

For the Regular Meeting of: May 12, 2020

Originating Department: Public Works

Department Director:

*Arturo Cervantes*  
Arturo Cervantes

City Manager:

*Michael Flad*  
Michael Flad

**SUBJECT: AGREEMENT WITH HARDY AND HARPER, INC., FOR THE CONSTRUCTION OF THE CHAKEMCO STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 593-ST**

**PURPOSE:** The Chakemco Street Improvement Project (Project) is a part of the Capital Improvement Program. It proposes to reconstruct Chakemco Street to enhance pedestrian safety, school access, and the condition of roadway infrastructure. The Project was advertised for construction. Competitive bids have now been received and a construction contract is needed to implement the Project.

**RECOMMENDED ACTIONS:**

- a. Approve Agreement with Hardy and Harper, Inc., to construct the Chakemco Street Improvement Project, City Project No. 593-ST (Project), in an amount not-to-exceed \$447,000;
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- c. Approve the Notice of Exemption for the construction of the Project and direct the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

**FISCAL IMPACT:** There is no impact to the General Fund. The Project is budgeted in the amount of \$1,350,000. It is funded with \$1,175,000 in Los Angeles Unified School District funds, \$75,000 in Gas Tax Funds (City matching funds) and \$100,000 in Water Funds from the TMDL Catch Basin Upgrade Project, City Project No. 548-WTR. Project implementation is proposed to be funded as summarized below:

| Account No.   | LAUSD Funds        | *TMDL Catch Basin Upgrade | Total              |
|---|--------------------|---------------------------|--------------------|
|   | 311-790-31-9572    | 311-790-31-9570           |                    |
| Project Design Phase  | \$173,040          |                           | \$173,040          |
| Construction Contract   | \$447,000          |                           | \$447,000          |
| Construction Contingency (10%)                                    | \$44,700           |                           | \$44,700           |
| Const. Management, Inspection, Labor Compliance and Testing (10%) | \$44,700           |                           | \$44,700           |
| Staff Oversight of Project (5%)                                   | \$22,350           |                           | \$22,350           |
| SCE Fees and Other Costs  | \$5,000            |                           | \$5,000            |
| <b>Total Chakemco St. Improv. Project:</b>                        | <b>\$736,790</b>   |                           | <b>\$736,790</b>   |
| Construction of Infiltration Wells                                | **\$93,000         | \$89,000                  | \$182,000          |
| <b>Total Project Cost:</b>  | <b>\$829,790</b>   | <b>\$89,000</b>           | <b>\$918,790</b>   |
| Unappropriated Reserve Balance                                    | \$420,210          | \$11,000                  | \$431,210          |
| <b>Total Budget:</b>  | <b>\$1,250,000</b> | <b>\$100,000</b>          | <b>\$1,350,000</b> |

\* The TMDL Catch Basin Upgrade Project (TMDL Project) will be constructed under separate contract.

\*\* These funds will be transferred to the TMDL Project at a future time, to fund construction of an infiltration well.

**ALIGNMENT WITH COUNCIL GOALS:** This Project meets the City Council's goal for "Continuing Infrastructure Improvements."

**ANALYSIS:** The Chakemco Street Improvement Project was bid through a competitive process. Hardy and Harper, Inc. (H&H) submitted the lowest responsible and responsive bid at \$447,000, and is therefore deemed to be the low bidder. The bid was below the engineer's estimate of \$520,780.

**BACKGROUND:** This Project is programmed in the Capital Improvement Program. The Project will reconstruct Chakemco Street, from Atlantic Avenue to Legacy Lane and includes the reconstruction of deteriorated street pavement, and the construction of sidewalk, curb, gutter and drive approaches. The Project also includes ADA-compliant wheelchair ramps, pedestrian lighting, landscaping, irrigation and striping. Design is complete and a construction contract is needed to implement the Project.

On February 27, 2020, staff advertised the Notice Inviting Bids for construction in the *Los Angeles Wave* newspaper. The Project was also advertised on the City website and in trade publication services such as the *Ebid Board* and others. On April 23, 2020, eight bids were received and opened by the City Clerk in a public forum, via teleconferencing, in compliance with COVID-19 social distancing regulations. The summary of the bids follows:

| <u>No.</u> | <u>Contact</u>                              | <u>Bid</u>     |
|------------|---|----------------|
| 1.         | Hardy and Harper, Inc., Lake Forest, CA     | \$447,000.00   |
| 2.         | CT&T Concrete Paving, Inc., Diamond Bar, CA | \$463,780.00 * |
| 3.         | Aramexx Construction, Riverside, CA         | \$486,431.00   |
| 4.         | CEM Construction Corp., Downey, CA          | \$514,930.00   |
| 5.         | All American Asphalt, Corona, CA            | \$538,200.00   |
| 6.         | Excel Paving Co., Long Beach, CA            | \$549,770.00   |
| 7.         | EBS General Engineering, Inc., Corona, CA   | \$567,786.96   |
| 8.         | Calpromax Engineering, Inc., Placentia, CA  | \$598,720.00   |

\*Corrected bid amount

Hardy and Harper, Inc., is based in Lake Forest, California. They have been in business for many years and have an excellent reputation in the construction industry. The company has the capacity and experience to perform the work required under the bid solicitation.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301. This Project is also Categorically Exempt under Existing Facilities Section 15301 Class (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

Weather permitting, construction is expected to begin in June 2020, and be completed in November, 2020.

The budget for the Chakemco Street Improvement Project includes funding to construct an infiltration well. It was planned to be constructed as a part of the project however its design was not complete. It was removed from the project so as not to delay construction. The infiltration well is now proposed to be constructed under the TMDL Catch Basin Upgrade Project, at a future time.

**ATTACHMENTS:** A. Proposed Agreement  
B. Bid Summary  
C. Notice of Exemption

EM:lc

**AGREEMENT FOR THE  
CHAKEMCO STREET IMPROVEMENT PROJECT BETWEEN  
THE CITY OF SOUTH GATE AND HARDY AND HARPER, INC.**

This Agreement for the Chakemco Street Improvement Project (“Agreement”), is made and entered into on May 12, 2020, by and between the City of South Gate, a municipal corporation (“City”), and Hardy and Harper, Inc., a California corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

The City and the Contractor hereto mutually agree as follows:

**ARTICLE I**

**THE PROJECT**

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. \_\_\_\_\_, which involves the following project:

Chakemco Street Improvement Project  
(Chakemco Street, from Atlantic Avenue to Legacy Lane)  
City Project No. 593-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 **Four Hundred Forty-Seven Thousand Dollars (\$447,000)** 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 City's Director of Public Works, and shall complete all work within **Ninety (90) 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.



**ARTICLE VI**

**EFFECTIVE DATE**

This Agreement is effective on May 20, 2020.

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

**CITY OF SOUTH GATE:**

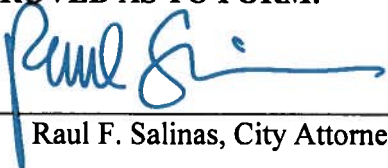
By: \_\_\_\_\_  
Maria Davila, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**HARDY AND HARPER, INC.:**

By: \_\_\_\_\_  
Tanner Hambright, Vice President

Dated: \_\_\_\_\_

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 AND 1861.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

DATED: \_\_\_\_\_

**CONTRACTOR:  
HARDY AND HARPER, INC.**

By: \_\_\_\_\_  
Tanner Hambright, Vice President

ATTEST:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS**

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.
2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits no less than:

1. General Liability: \$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.

**CHAKEMCO STREET IMPROVEMENT PROJECT  
(CHAKEMCO STREET, FROM ATLANTIC AVENUE TO LEGACY LANE)  
CITY PROJECT NO. 593-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 Hardy and Harper, Inc. (“Contractor” herein) a Contract for:

**CHAKEMCO STREET IMPROVEMENT PROJECT  
(CHAKEMCO STREET, FROM ATLANTIC AVENUE TO LEGACY LANE)  
CITY PROJECT NO. 593-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 \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of **Four Hundred Forty-Seven Thousand Dollars (\$447,000)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys’ fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

**CONTRACTOR:  
HARDY AND HARPER, INC.**

By: \_\_\_\_\_  
Tanner Hambright

Title: \_\_\_\_\_  
Vice President

\_\_\_\_\_  
(Type address of Contractor)

\_\_\_\_\_  
(Type name of Surety)

\_\_\_\_\_  
(Type address of Surety)

By: \_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Title of officer)

APPROVED AS TO FORM:

\_\_\_\_\_  
Raul F. Salinas, City Attorney



**CHAKEMCO STREET IMPROVEMENT PROJECT  
(CHAKEMCO STREET, FROM ATLANTIC AVENUE TO LEGACY LANE)  
CITY PROJECT NO. 593-ST**

**100% PAYMENT BOND**

**WHEREAS**, the City of South Gate, South Gate, California (“City” herein), has awarded to **Hardy and Harper, Inc.**, (“Contractor” herein) a Contract for the work described as follows:

**CHAKEMCO STREET IMPROVEMENT PROJECT  
(CHAKEMCO STREET, FROM ATLANTIC AVENUE TO LEGACY LANE)  
CITY PROJECT NO. 593-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 **Four Hundred Forty-Seven Thousand Dollars (\$447,000)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney’s fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the above-named Contractor and Surety on \_\_\_\_\_, 2020.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

**CONTRACTOR:  
HARDY AND HARPER, INC.**

By: \_\_\_\_\_  
Tanner Hambright, Vice President

\_\_\_\_\_  
(Type address of Contractor)

\_\_\_\_\_  
(Type name of Surety)

\_\_\_\_\_  
(Type address of Surety)

By: \_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Title of officer)

APPROVED AS TO FORM:

\_\_\_\_\_  
Raul F. Salinas, City Attorney

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF )

\_\_\_\_\_ being first duly sworn, deposes and says that he is  
\_\_\_\_\_ of \_\_\_\_\_ (sole owner, a  
partner, president, etc.) \_\_\_\_\_ the party making the foregoing bid,  
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,  
company, association, organization or corporation, that such bid is genuine and not collusive or  
sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in  
a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with  
any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that said  
bidder has not in any manner, directly or indirectly, sought by agreements, communication or  
conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the  
overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any  
advantage against the public body awarding the Contract or anyone interested in the proposed  
Contract; that all statements contained in such bid are true and, further, that said bidder has not,  
directly or indirectly, submitted his bid price, or any breakdown thereof, or the contents thereof,  
or divulged information or data relative thereto, or paid and will not pay any fee in connection  
therewith to any corporation, partnership, company, association, organization, bid depository or to  
any member or agent thereof, or to any other individual, except to such person or persons as have  
a partnership or other financial interest with said bidder in their general business.

Signed \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

(Attach Notary Certificate)

City of South Gate - PW Department - Engineering Division

Bid Analysis - Chokemoa Street Improvement Project - Bid Opening - Thu., April 23, 2020, 11:00 a.m.

| No. | Item Description   | Unit    | Quantity | Engineer's Estimate |              | 1            |              | 2            |              | 3            |              | 4            |              | 5            |              | 6            |              | 7            |              | 8            |              | Average      | Median       |              |              |
|-----|--|---------|----------|---------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|     |  |         |          | Unit Price          | Amount       | Unit Price   | Amount       | Unit Price   | Amount       | Unit Price   | Amount       | Unit Price   | Amount       | Unit Price   | Amount       | Unit Price   | Amount       | Unit Price   | Amount       | Unit Price   | Amount       |              |              | Unit Price   | Amount       |
| 1   | Traffic Control Pile and Implementation                                | L.S.    | 1        | \$10,000.00         | \$10,000.00  | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$7,700.00   | \$14,500.00  |              |
| 2   | Storm Water Pollution Prevention Plan and Implementation               | L.S.    | 1        | \$15,000.00         | \$15,000.00  | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,000.00   | \$4,950.00   |              |
| 3   | Cleaning and Grubbing  | L.S.    | 1        | \$5,000.00          | \$5,000.00   | \$21,800.00  | \$21,800.00  | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$6,000.00   | \$16,945.00  |
| 4   | Remove Concrete Sidewalk, Curbs, Downspout and Curbside                | sq. Ft. | 1840     | \$5.00              | \$9,200.00   | \$5.00       | \$9,200.00   | \$5.00       | \$9,200.00   | \$5.00       | \$9,200.00   | \$5.00       | \$9,200.00   | \$5.00       | \$9,200.00   | \$5.00       | \$9,200.00   | \$5.00       | \$9,200.00   | \$5.00       | \$9,200.00   | \$5.00       | \$9,200.00   | \$5.00       | \$9,200.00   |
| 5   | Remove and Curbside Treatment  | C.Y.    | 540      | \$30.00             | \$16,200.00  | \$8.00       | \$4,320.00   | \$8.00       | \$4,320.00   | \$8.00       | \$4,320.00   | \$8.00       | \$4,320.00   | \$8.00       | \$4,320.00   | \$8.00       | \$4,320.00   | \$8.00       | \$4,320.00   | \$8.00       | \$4,320.00   | \$8.00       | \$4,320.00   | \$8.00       | \$4,320.00   |
| 6   | Asphalt Base Course (ABC)  | C.Y.    | 40       | \$50.00             | \$2,000.00   | \$20.00      | \$800.00     | \$20.00      | \$800.00     | \$20.00      | \$800.00     | \$20.00      | \$800.00     | \$20.00      | \$800.00     | \$20.00      | \$800.00     | \$20.00      | \$800.00     | \$20.00      | \$800.00     | \$20.00      | \$800.00     | \$20.00      | \$800.00     |
| 7   | Asphalt Concrete Pavement (AC) City Sid. Plan 203                      | Ton     | 570      | \$102.00            | \$58,140.00  | \$102.00     | \$58,140.00  | \$102.00     | \$58,140.00  | \$102.00     | \$58,140.00  | \$102.00     | \$58,140.00  | \$102.00     | \$58,140.00  | \$102.00     | \$58,140.00  | \$102.00     | \$58,140.00  | \$102.00     | \$58,140.00  | \$102.00     | \$58,140.00  | \$102.00     | \$58,140.00  |
| 8   | Construct PCC Curb and Gutter Type D2 per City Sid. Plan 203           | L.F.    | 600      | \$60.00             | \$36,000.00  | \$38.00      | \$22,800.00  | \$38.00      | \$22,800.00  | \$38.00      | \$22,800.00  | \$38.00      | \$22,800.00  | \$38.00      | \$22,800.00  | \$38.00      | \$22,800.00  | \$38.00      | \$22,800.00  | \$38.00      | \$22,800.00  | \$38.00      | \$22,800.00  | \$38.00      | \$22,800.00  |
| 9   | Construct PCC Curb and Gutter Modified Type D-2 per City Sid. Plan 203 | L.F.    | 140      | \$50.00             | \$7,000.00   | \$48.00      | \$6,720.00   | \$48.00      | \$6,720.00   | \$48.00      | \$6,720.00   | \$48.00      | \$6,720.00   | \$48.00      | \$6,720.00   | \$48.00      | \$6,720.00   | \$48.00      | \$6,720.00   | \$48.00      | \$6,720.00   | \$48.00      | \$6,720.00   | \$48.00      | \$6,720.00   |
| 10  | Construct PCC Curb Modified Type B-4 per City Sid. Plan 130-2          | L.F.    | 440      | \$45.00             | \$19,800.00  | \$30.00      | \$13,200.00  | \$30.00      | \$13,200.00  | \$30.00      | \$13,200.00  | \$30.00      | \$13,200.00  | \$30.00      | \$13,200.00  | \$30.00      | \$13,200.00  | \$30.00      | \$13,200.00  | \$30.00      | \$13,200.00  | \$30.00      | \$13,200.00  | \$30.00      | \$13,200.00  |
| 11  | Construct PCC Curb Type A1-6 per SPPAC Sid. Plan 130-2                 | L.F.    | 90       | \$30.00             | \$2,700.00   | \$30.00      | \$2,700.00   | \$30.00      | \$2,700.00   | \$30.00      | \$2,700.00   | \$30.00      | \$2,700.00   | \$30.00      | \$2,700.00   | \$30.00      | \$2,700.00   | \$30.00      | \$2,700.00   | \$30.00      | \$2,700.00   | \$30.00      | \$2,700.00   | \$30.00      | \$2,700.00   |
| 12  | Construct PCC Railed Curb  | L.F.    | 80       | \$60.00             | \$4,800.00   | \$55.00      | \$4,400.00   | \$55.00      | \$4,400.00   | \$55.00      | \$4,400.00   | \$55.00      | \$4,400.00   | \$55.00      | \$4,400.00   | \$55.00      | \$4,400.00   | \$55.00      | \$4,400.00   | \$55.00      | \$4,400.00   | \$55.00      | \$4,400.00   | \$55.00      | \$4,400.00   |
| 13  | Construct PCC Ribbon Gutter  | L.F.    | 270      | \$44.00             | \$11,880.00  | \$50.00      | \$13,500.00  | \$45.00      | \$12,150.00  | \$45.00      | \$12,150.00  | \$45.00      | \$12,150.00  | \$45.00      | \$12,150.00  | \$45.00      | \$12,150.00  | \$45.00      | \$12,150.00  | \$45.00      | \$12,150.00  | \$45.00      | \$12,150.00  | \$45.00      | \$12,150.00  |
| 14  | Construct A in PCC Sidewalk Per City Sid. Plan 207                     | sq. Ft. | 3600     | \$15.00             | \$54,000.00  | \$15.00      | \$54,000.00  | \$15.00      | \$54,000.00  | \$15.00      | \$54,000.00  | \$15.00      | \$54,000.00  | \$15.00      | \$54,000.00  | \$15.00      | \$54,000.00  | \$15.00      | \$54,000.00  | \$15.00      | \$54,000.00  | \$15.00      | \$54,000.00  | \$15.00      | \$54,000.00  |
| 15  | Construct Commercial Driveway Type B Per SPPAC Sid. Plan 110-2         | sq. Ft. | 750      | \$20.00             | \$15,000.00  | \$14.00      | \$10,500.00  | \$14.00      | \$10,500.00  | \$14.00      | \$10,500.00  | \$14.00      | \$10,500.00  | \$14.00      | \$10,500.00  | \$14.00      | \$10,500.00  | \$14.00      | \$10,500.00  | \$14.00      | \$10,500.00  | \$14.00      | \$10,500.00  | \$14.00      | \$10,500.00  |
| 16  | Construct Driveway Type C Per SPPAC Sid. Plan 110-2                    | sq. Ft. | 840      | \$20.00             | \$16,800.00  | \$14.00      | \$11,760.00  | \$14.00      | \$11,760.00  | \$14.00      | \$11,760.00  | \$14.00      | \$11,760.00  | \$14.00      | \$11,760.00  | \$14.00      | \$11,760.00  | \$14.00      | \$11,760.00  | \$14.00      | \$11,760.00  | \$14.00      | \$11,760.00  | \$14.00      | \$11,760.00  |
| 17  | Construct PCC Curb Gutter Per City Sid. Plan 222                       | sq. Ft. | 590      | \$30.00             | \$17,700.00  | \$16.00      | \$9,440.00   | \$16.00      | \$9,440.00   | \$16.00      | \$9,440.00   | \$16.00      | \$9,440.00   | \$16.00      | \$9,440.00   | \$16.00      | \$9,440.00   | \$16.00      | \$9,440.00   | \$16.00      | \$9,440.00   | \$16.00      | \$9,440.00   | \$16.00      | \$9,440.00   |
| 18  | Construct Ramp Case "W", Type 1, per SPPAC Sid. Plan 111-5             | sq. Ft. | 1        | \$3,500.00          | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   |              |
| 19  | Construct Ramp Case "W", Type 2, per SPPAC Sid. Plan 111-5             | sq. Ft. | 1        | \$3,500.00          | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   |              |
| 20  | Construct Ramp Case "X", Type 4, per SPPAC Sid. Plan 111-5             | sq. Ft. | 1        | \$3,500.00          | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   | \$3,500.00   |              |
| 21  | Construct Ramp Case "Y", Type 2, per SPPAC Sid. Plan 111-5             | sq. Ft. | 7        | \$1,500.00          | \$10,500.00  | \$1,500.00   | \$10,500.00  | \$1,500.00   | \$10,500.00  | \$1,500.00   | \$10,500.00  | \$1,500.00   | \$10,500.00  | \$1,500.00   | \$10,500.00  | \$1,500.00   | \$10,500.00  | \$1,500.00   | \$10,500.00  | \$1,500.00   | \$10,500.00  | \$1,500.00   | \$10,500.00  | \$1,500.00   | \$10,500.00  |
| 22  | Adjust Existing Water Valve to Finish Grade                            | sq. Ft. | 2        | \$1,100.00          | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   |
| 23  | Adjust Sewer Manhole to Grade  | sq. Ft. | 2        | \$1,100.00          | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   | \$1,100.00   | \$2,200.00   |
| 24  | Adjust Fire Hydrant Per City Sid. Plan 419                             | sq. Ft. | 1        | \$10,000.00         | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  | \$10,000.00  |              |
| 25  | Signaling and Striping   | L.S.    | 1        | \$20,000.00         | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  | \$20,000.00  |              |
| 26  | Street Lighting  | L.S.    | 1        | \$80,000.00         | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  |              |
| 27  | Landscape and Irrigation   | L.S.    | 1        | \$80,000.00         | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  | \$80,000.00  |              |
| 28  | Remove Foundations and Salvage Wrough Iron Bars                        | L.F.    | 160      | \$5.00              | \$800.00     | \$5.00       | \$800.00     | \$5.00       | \$800.00     | \$5.00       | \$800.00     | \$5.00       | \$800.00     | \$5.00       | \$800.00     | \$5.00       | \$800.00     | \$5.00       | \$800.00     | \$5.00       | \$800.00     | \$5.00       | \$800.00     | \$5.00       | \$800.00     |
| 29  | Remove Foundations and Concrete Salvage                                | sq. Ft. | 4        | \$1,000.00          | \$4,000.00   | \$1,000.00   | \$4,000.00   | \$1,000.00   | \$4,000.00   | \$1,000.00   | \$4,000.00   | \$1,000.00   | \$4,000.00   | \$1,000.00   | \$4,000.00   | \$1,000.00   | \$4,000.00   | \$1,000.00   | \$4,000.00   | \$1,000.00   | \$4,000.00   | \$1,000.00   | \$4,000.00   | \$1,000.00   | \$4,000.00   |
| 30  | Light Poles (Per City Sid. Plan 111-5)                                 | L.S.    | 1        | \$11,500.00         | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  | \$11,500.00  |              |
|     |  |         |          | Totals:             | \$520,780.00 | \$487,000.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 | \$443,780.00 |

Notes:  
 (a) Bid total shown incorrectly in bid as \$487,000.00. Corrected total shown as \$520,780.00.  
 (b) "Total" and column is not intended to be added.

**NOTICE OF EXEMPTION**

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**TO:** County Clerk/Registrar-Recorder  
County of Los Angeles  
Environmental Filings  
12400 E. Imperial Hwy  
Norwalk, CA 90650

**FROM:** Public Works Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280-3075

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**Project Title and Location (including county):**

Chekemco Street Improvement Project, City Project No. 593-ST.  
South Gate City Hall, 8650 California Street, South Gate, Los Angeles, CA 90280

**Project Description:**

Reconstruct Chakemco Street, from Atlantic Ave. to Legacy Lane, work to include pavement reconstruction, sidewalks, curb and gutters, wheelchair ramps, pedestrian lights, landscaping and irrigation, striping, etc.

**Name of Public Agency Approving Project:**

City of South Gate - Public Works Department

**Name of Person/Agency Carrying Out Project:**

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate

**Exempt Status: (Check one)**

- Ministerial (Sec. 21080 (b) (1); 15268);
- Declared Emergency (Sec. 21080 (b) (3); 15269(a));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- Categorical Exemption: Section: 15301 Class: 1(c)
- Statutory Exemption: Section: \_\_\_\_\_ Class: \_\_\_\_\_

**Reasons why project is exempt:**

This project is Categorically Exempt under Existing Facilities Section 15301 Class (c) Existing highways and streets, sidewalks, gutters, etc.

**Lead Agency Contact Person and Phone Number:**

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate  
323-357-9657 [acervantes@sogate.org](mailto:acervantes@sogate.org)

**Prepared and filed by the South Gate Public Works Department by:**

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**Signature**

Arturo Cervantes, P.E., Assistant City  
Manager/Director of Public Works

**Date**



RECEIVED

# City of South Gate

Item No. 10

CITY COUNCIL

MAY 7 2020

## AGENDA BILL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

7:45am

For the Regular Meeting of: May 12, 2020

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:

  
Michael Flad

**SUBJECT: PURCHASE OF TWO DUMP TRUCKS FROM THE NATIONAL AUTO FLEET GROUP FOR THE PUBLIC WORKS DEPARTMENT**

**PURPOSE:** The Public Works Department, Street and Sewer Division, provides maintenance services to essential infrastructure such as streets, sidewalks, roads and sewers. The City Council approved funding to replace two of the Division's dump trucks as part of the Fiscal Year 2019/20 budget. City Council action is necessary to purchase the vehicles.

**RECOMMENDED ACTIONS:**

- a. Authorize the purchase of two 2020 Ford Super Duty F-550 Dump Trucks from National Auto Fleet Group through Sourcewell for the Public Works Street and Sewer Division, in the amount \$140,514; and
- b. Authorize the Mayor to execute the documents necessary to purchase the two 2020 Ford Super Duty F-550 Dump Trucks in forms acceptable to the City Attorney.

**FISCAL IMPACT:** Funds, in the amount of \$145,000, were included in the Fiscal Year 2019/20 budget for this purchase in Account Number 523-710-12-9003 (Capital Asset & Equipment Replacement Fund – Public Works – Auto/Rolling Stock). The cost of each of the Ford F-550 dump trucks is \$70,257, for a total of \$140,514 for the two dump trucks.

**ANALYSIS:** The Street and Sewer Division operates a fleet of five dump trucks with an average age of over 20 years. The Fleet Master Plan recommends replacing the two dump trucks (Unit No. 290 and Unit No. 291). According to the master plan, as well as the City's Equipment Maintenance Superintendent, the dump trucks are in poor physical condition, unreliable and require frequent maintenance. Repairs are costly and sometimes exceed the value of the vehicles. Replacement parts are sometimes not readily available and therefore some jobs are delayed.

Staff is proposing to purchase two 2020 Ford Super Duty F-550 dump trucks. These vehicles have a cab and chassis systems designed to carry heavy loads which meet the needs of the division. They also have a double walled steel liner that maintains the integrity of the bed.

**BACKGROUND:** The Public Works Department, Street and Sewer Division, provides a variety of services such as maintenance of roads, sidewalks, curbs, gutters, trees, alleyways and sanitary sewers. This group also provides services such as homeless encampment removals and bulky item removals. The Division utilizes dump trucks to transport heavy materials generated from their work sites, such as concrete, asphalt concrete, illegally dumped furniture, tires and other materials.



Staff is proposing that the vehicles be purchased through Sourcewell's cooperative contract purchasing program. Previously known as NJPA (National Joint Powers Alliance), Sourcewell is a national contracting agency that serves public agencies across the United States. They establish competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Sourcewell's purchasing program leverages the national purchasing power of more than 50,000 member agencies, and streamlines the required purchasing process. Joint Powers laws enable members to legally purchase through awarded contracts.

Sourcewell offers Contract No. 120716 with National Auto Fleet Group, for competitive pricing of fleet vehicles. National Auto Fleet Group provides fleet vehicles to municipalities with competitive pricing.

This approach to purchasing vehicles complies with the City's Municipal Code requirements, identified in Section 1.54.310 (Formal Bidding Procedures for City Purchases of Supplies, Equipment and Services Exceeding Fifty Thousand Dollars). The Section allows the City to use the competitive bid process that was already completed by another government agency rather than spending the time and effort to repeat this process. In addition to saving time and effort, these contracts also provide competitive pricing.

- ATTACHMENTS:**
- A. Utility Service Truck Unit Quote
  - B. Sourcewell Combined RFP (available in the City Clerk's Office)
  - C. Budget Approval Documentation
  - D. National Auto Fleet Contract 120716

DET:ar/lc





# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076  
 (855) 289-6572 • (831) 480-8497 Fax  
 Fleet@NationalAutoFleetGroup.com

11/19/2019  
 12/4/2019 Re-Configured

Quote ID: **12058 R1**

Order Cut Off Date: **TBA**

Mr Jorge Quintero  
 City of South Gate  
 215 S. Center St. Santa Ana  
 Santa Ana, California, 92703

Dear Jorge Quintero,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**Two (2) New/Unused (2020 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA, Knapheide 11' Dump Body )** and delivered to your specified location, each for

|                         | One Unit    | Extended Unit's<br>(2) |
|-------------------------|-------------|------------------------|
| Contract Price          | \$40,891.52 | \$81,783.04            |
| Knapheide 11' Dump Body | \$22,824.00 | \$45,648.00            |
| Tax (10.2500 %)         | \$6,530.84  | \$13,061.68            |
| Tire fee                | \$10.50     | \$21.00                |
| Total                   | \$70,256.86 | \$140,513.72           |

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
 Account Manager  
 Email: Fleet@NationalAutoFleetGroup.com  
 Office: (855) 289-6572  
 Fax: (831) 480-8497

Quoting Department  
 Account Manager  
 Fleet@NationalAutoFleetGroup.com  
 (855) 289-6572



GMC

**In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:**

**Fax: (831) 480-8497**

**Mail: National Auto Fleet Group  
490 Auto Center Drive  
Watsonville, CA 95076**

**Email: [Fleet@nationalautofleetgroup.com](mailto:Fleet@nationalautofleetgroup.com)**

**We will then send a W-9 if you need one**

**Please contact our main office with any questions:  
1-855-289-6572**





The Knapheide Manufacturing Company  
 1848 Westphalia Strasse | PO Box 7140  
 Quincy, IL 62305-7140  
 www.knapheide.com

**QUOTATION**  
 Quote Number: L5357-19

Account Manager: Josh Lawless  
 jlawless@knapheide.com  
 (217) 592-5364

Quote Prepared By: Robert Smith  
 Robert Smith  
 (217) 592-5438

**Customer Information:**

Customer: National Auto Fleet Group  
 Customer Number: 21792

End Customer: Commercial Fleet  
 Contact: Ben Rodriguez  
 Email: fleet@nationalautofleetgroup.com

**Quote Information:**

Quote Date: 11/25/2019      Quote Expiration: 05/23/2020      Quoted Qty: 1      Quote Terms: NET 30 DAYS  
 (Subject to Credit Approval)

**Vehicle Information:**

|                       |                |                         |                       |
|-----------------------|----------------|-------------------------|-----------------------|
| Year: 2020            | Make: Ford     | Model: F5G-F550-20      | Cab: Regular          |
| Axle: Dual Rear Wheel | CA: 84 Inches  | Wheel Base: 169 inches  | GVWR: 19,500          |
| Engine: A 6.8-G       | Fuel Type: Gas | Transmission: Automatic | 2/4 WD: 2 Wheel Drive |

**Delivery Information:**

Total Price Includes F.O.B.: South Gate, CA

Installer: Knapheide Equipment Co  
 2431 N 5th St  
 Quincy, IL

Ship Via: POOL DLVRY

**Base Quote Information:**

| Qty | Item Description        | Notes/Specifications  |
|-----|-------------------------|---|
| 1   | 11' Dump Body           | 11' Length<br>96" Width<br>3/16" Steel Understructure<br>24" Front Height<br>20" Side Height<br>24" Tailgate Height<br>SR4016 Hoist<br>AR400 3/16" Floor<br>Painted Black |
| 1   | Mud Flaps               |   |
| 1   | PTO & Pump Combo        |   |
| 1   | 7-way Flat Trailer Plug |   |
| 1   | 1/2" Hitch Plate        |   |
| 1   | Amber/Clear Strobes     | Ecco ED3701AC<br>(2) in rear corner posts<br>(2) in front grille  |
| 1   | LED Light Bar           | Ecco 5585CA   |
| 1   | PDI Completed Unit      |   |
| 1   | Delivery to             | South Gate, CA  |
| 1   | Ford Drop Ship Code     | 88NV49  |

Total                    \$19,033  
 Freight                 \$3,791  
**Total Sell Price     \$22,824**

(CONTINUED)

5

Base Items Continued

The following options may be added:

| Opt# | Qty | Item Description       | Notes/Specifications   | Price |
|------|-----|------------------------|--|-------|
| 1    | 1   | 48" Under Body Toolbox | Includes:<br>(1) Drop Down Door with Chain Retainers and T-Handle Latch<br>Painted Single Stage Knapheide Black<br>48.12"L x 18"D x 18.25"H<br>Mounted on curbside   | \$597 |
| 2    | 1   | 48" Under Body Toolbox | Includes:<br>(1) Drop Down Door with Chain Retainers and T-Handle Latch<br>Painted Single Stage Knapheide Black<br>48.12"L x 18"D x 18.25"H<br>Mounted on streetside | \$597 |
| 3    | 1   | Spring Loaded Shovel   | Holder<br>Buyers SH675<br>(2) per each side for a total of (4)   | \$414 |

Quoted price subject to the following:

1. Quoted price reflects the latest price in U.S. Dollars.
2. Quoted price is intended to be good until quote expiration date, but is subject to change.
3. Quoted price is F.O.B. Quincy Factory or F.O.B. Installation Point, as appropriate.
4. Prices applies to quantity quoted only, any change in quantity may result in price change.
5. Quotes are based on chassis make and model as originally provided by Customer and are subject to change based on variations of chassis design/specification submitted with Customer PO.
6. Prices are exclusive of all taxes and Customers shall pay any applicable sales, use, goods and services, consumption, excise or other tax and duties or tariffs that may be assessed.

Cancellation charges will be pro-rated depending on the degree of completion of order.

**CUSTOMER SHALL REIMBURSE CANCELLATION CHARGES AS FOLLOWS:**

- |                        |  |
|------------------------|--|
| * Design Completed     | - Current Engineering Rate x Hours Needed To Complete The Design |
| * Order In Shop        | - 50% Of The Quoted Price  |
| * Fabrication Complete | - 75% Of The Quoted Price  |
| * Product Complete     | - 100% Of The Quoted Price                                       |

**Warranty:**

Standard Knapheide Limited Warranty applies to all product manufactured by Knapheide. Products sold by Knapheide but not manufactured by Knapheide are covered exclusively by the product manufacturer's warranty in effect at the time of delivery, if any.

Knapheide thanks you for the opportunity to quote.



## Fleet

---

**From:** Melissa A. Tyson <mtyson@madisoncountyal.gov>  
**Sent:** Wednesday, December 4, 2019 11:50 AM  
**To:** Fleet  
**Subject:** RE: NAFG Quote ID 21685 | Purchase Order/ Courtesy Confirmation

Approved

Best,  
Melissa

**MELISSA A. TYSON**  
*Assistant to the Chairman*  
**Madison County Commission**

Madison County Courthouse  
100 North Side Square | Suite 700 | Huntsville, AL 35801  
[www.madisoncountyal.gov](http://www.madisoncountyal.gov)

O (256) 532-3795  
C (256) 682-7277

**From:** Fleet <Fleet@nationalautofleetgroup.com>  
**Sent:** Tuesday, December 3, 2019 3:45 PM  
**To:** Melissa A. Tyson <mtyson@madisoncountyal.gov>  
**Subject:** Re: NAFG Quote ID 21685 | Purchase Order/ Courtesy Confirmation

Hello Melissa,

Thank you for the order! We will process PO#2020-00001410 per Sourcewell Quote ID#21685, and please review the attached Courtesy Confirmation with an estimated delivery lead time stated for your records.

Please approve/complete the attachment, and return to us at your earliest convenience.

Feel free to contact me with questions!

Neil Carroll  
Director of Sales  
National Auto Fleet Group  
Sourcewell Vehicle Contract #120716-NAF  
Formally Known as NJPA  
O: 1-855-289-6572  
F: 1-562-684-0642

### NAFG DEPT. CONTACTS

**Quote Inquiries:** [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)



## Vehicle Configuration Options

| ENGINE               |  |
|----------------------|--|
| Code                 | Description  |
| 99N                  | ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)   |
| TRANSMISSION         |  |
| Code                 | Description  |
| 44G                  | TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, tow/haul, eco and deep sand/snow (STD)   |
| TIRES                |  |
| Code                 | Description  |
| TGM                  | TIRES: 225/70RX19.5G BSW TRACTION, -inc: 4 traction tires on the rear and 2 A/P tires on the front, Optional spare is 225/70Rx19.5G BSW A/P  |
| PRIMARY PAINT        |  |
| Code                 | Description  |
| Z1                   | OXFORD WHITE   |
| PAINT SCHEME         |  |
| Code                 | Description  |
| —                    | STANDARD PAINT   |
| SEAT TYPE            |  |
| Code                 | Description  |
| AS                   | MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar  |
| AXLE RATIO           |  |
| Code                 | Description  |
| X8L                  | LIMITED SLIP W/4.88 AXLE RATIO   |
| ADDITIONAL EQUIPMENT |  |
| Code                 | Description  |
| 96V                  | XL VALUE PACKAGE, -inc: XL Decor Group, Chrome Front Bumper, Steering Wheel-Mounted Cruise Control   |
| 90L                  | POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window |
| 17F                  | XL DECOR GROUP, -inc: Chrome Front Bumper  |



|                       |   |
|-----------------------|---|
| 98G                   | CNG/PROPANE GASEOUS ENGINE PREP PACKAGE, -inc: hardened engine intake valves and valve seats, Note: This package does not include CNG/propane fuel tanks, lines, etc, Vehicle will be equipped w/the standard factory gasoline fuel system, Additional equipment combined w/certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/propane fueled vehicle, See Alternative Fuel Buyers Guide: <a href="http://www.ford.com/altfuelbuyersguide">www.ford.com/altfuelbuyersguide</a> , Ford Motor Company does not provide an exhaust or evaporative emissions certificate w/this option when converted to use CNG or propane fuel, Ford does not represent that a vehicle converted to use CNG or propane will comply w/all applicable U.S, or Canadian safety standards, It is the responsibility of the final stage manufacturer (body-builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or propane complies w/U.S, federal, California or Canadian exhaust and evaporative emission requirements, federal fuel economy standards, U.S, and Canadian safety standards, labeling and any other requirements |
| 62R                   | TRANSMISSION POWER TAKE-OFF PROVISION, -inc: transmission mounted live drive and stationary mode PTO  |
| 52B                   | TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only   |
| 68M                   | GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR  |
| 18B                   | PLATFORM RUNNING BOARDS   |
| 942                   | DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable  |
| 61J                   | 6-TON HYDRAULIC JACK  |
| 525                   | STEERING WHEEL-MOUNTED CRUISE CONTROL   |
| <b>OPTION PACKAGE</b> |   |
| <b>Code</b>           | <b>Description</b>  |
| 660A                  | ORDER CODE 660A   |



## 2020 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA

### WINDOW STICKER

| 2020 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA |   |             |
|--|---|-------------|
| CODE   | MODEL   | MSRP        |
| F5G  | 2020 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA  | \$40,540.00 |
| <b>OPTIONS</b>   |   |             |
| 99N  | ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)  | \$0.00      |
| 44G  | TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, tow/haul, eco and deep sand/snow (STD)  | \$0.00      |
| TGM  | TIRES: 225/70RX19.5G BSW TRACTION, -inc: 4 traction tires on the rear and 2 A/P tires on the front, Optional spare is 225/70Rx19.5G BSW A/P   | \$190.00    |
| Z1   | OXFORD WHITE  | \$0.00      |
|  | STANDARD PAINT  | \$0.00      |
| AS   | MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar   | \$0.00      |
| X8L  | LIMITED SLIP W/4.88 AXLE RATIO  | \$360.00    |
| 96V  | XL VALUE PACKAGE, -inc: XL Decor Group, Chrome Front Bumper, Steering Wheel-Mounted Cruise Control  | \$725.00    |
| 90L  | POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window  | \$915.00    |
| 17F  | XL DECOR GROUP, -inc: Chrome Front Bumper   | INC         |
| 98G  | CNG/PROPANE GASEOUS ENGINE PREP PACKAGE, -inc: hardened engine intake valves and valve seats, Note: This package does not include CNG/propane fuel tanks, lines, etc, Vehicle will be equipped w/the standard factory gasoline fuel system, Additional equipment combined w/certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/propane fueled vehicle, See Alternative Fuel Buyers Guide: <a href="http://www.ford.com/altfuelbuyersguide">www.ford.com/altfuelbuyersguide</a> , Ford Motor Company does not provide an exhaust or evaporative emissions certificate w/this option when converted to use CNG or propane fuel, Ford does not represent that a vehicle converted to use CNG or propane will comply w/all applicable U.S. or Canadian safety standards, It is the responsibility of the final stage manufacturer (body-builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or propane complies w/U.S. federal, California or Canadian exhaust and evaporative emission requirements, federal fuel economy standards, U.S. and Canadian safety standards, labeling and any other requirements | \$315.00    |
| 62R  | TRANSMISSION POWER TAKE-OFF PROVISION, -inc: transmission mounted live drive and stationary mode PTO  | \$280.00    |
| 52B  | TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only   | \$270.00    |
| 68M  | GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR  | \$1,155.00  |
| 18B  | PLATFORM RUNNING BOARDS   | \$320.00    |
| 942  |   | \$45.00     |

|      |  |         |
|------|--|---------|
|      | DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable |         |
| 61J  | 6-TON HYDRAULIC JACK   | \$55.00 |
| 525  | STEERING WHEEL-MOUNTED CRUISE CONTROL  | INC     |
| 660A | ORDER CODE 660A  | \$0.00  |

Please note selected options override standard equipment

|                                 |                    |
|---------------------------------|--------------------|
| <b>SUBTOTAL</b>                 | <b>\$45,170.00</b> |
| Advert/ Adjustments             | \$0.00             |
| Manufacturer Destination Charge | \$1,595.00         |
| <b>TOTAL PRICE</b>              | <b>\$46,765.00</b> |

Est City: 18 (Est) MPG  
 Est Highway: 23 (Est) MPG  
 Est Highway Cruising Range: 598.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.



## Standard Equipment

### MECHANICAL

|   |
|---|
| Engine: 7.3L 2V DEVCT NA PFI V8 Gas   |
| Transmission: TorqShift 10-Speed Automatic -inc: selectable drive modes: normal, tow/haul, eco and deep sand/snow |
| 4.88 Axle Ratio   |
| GVWR: 18,000 lbs Payload Package  |
| 50-State Emissions System   |
| Transmission w/Oil Cooler   |
| Rear-Wheel Drive  |
| 78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection   |
| HD 240 Amp Alternator   |
| Towing Equipment -inc: Trailer Sway Control   |
| Trailer Wiring Harness  |
| 11290# Maximum Payload  |
| HD Shock Absorbers  |
| Front And Rear Anti-Roll Bars   |
| Firm Suspension   |
| Hydraulic Power-Assist Steering   |
| 40 Gal. Fuel Tank   |
| Single Stainless Steel Exhaust  |
| Dual Rear Wheels  |
| Front Suspension w/Coil Springs   |
| Leaf Rear Suspension w/Leaf Springs   |
| 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist                                   |
| Upfitter Switches   |

### EXTERIOR

|  |
|--|
| Wheels: 19.5" Argent Painted Steel   |
| Tires: 225/70Rx19.5G BSW A/P -inc: Optional spare is 225/70Rx19.5G BSW A/P |
| Clearcoat Paint  |
| Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks         |
| Black Fender Flares  |
| Black Side Windows Trim and Black Front Windshield Trim                    |
| Black Door Handles   |
| Black Manual Side Mirrors w/Manual Folding                                 |
| Manual Extendable Trailer Style Mirrors                                    |
| Fixed Rear Window  |
| Light Tinted Glass   |
| Variable Intermittent Wipers   |



|  |
|--|
| Aluminum Panels  |
| Front Splash Guards  |
| Black Grille   |
| Front License Plate Bracket  |
| Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off |
| Cab Clearance Lights   |

**ENTERTAINMENT**

|   |
|---|
| Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers   |
| Radio w/Seek-Scan   |
| Fixed Antenna   |
| SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls |

**INTERIOR**

|  |
|--|
| 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement   |
| 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement  |
| Manual Tilt/Telescoping Steering Column  |
| Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer |
| FordPass Connect 4G LTE WiFi Mobile Hotspot Internet Access  |
| Manual Air Conditioning  |
| Illuminated Locking Glove Box  |
| Interior Trim -inc: Chrome Interior Accents  |
| Full Cloth Headliner   |
| Urethane Gear Shift Knob   |
| HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar  |
| Day-Night Rearview Mirror  |
| Passenger Visor Vanity Mirror  |
| 2 12V DC Power Outlets   |
| Front Map Lights   |
| Fade-To-Off Interior Lighting  |
| Full Vinyl/Rubber Floor Covering   |
| Underhood Lights   |
| Smart Device Remote Engine Start   |
| Instrument Panel Covered Bin and Dashboard Storage   |
| Manual 1st Row Windows   |
| Systems Monitor  |
| Trip Computer  |

|   |
|---|
| Outside Temp Gauge                      |
| Analog Display                          |
| Manual Adjustable Front Head Restraints |
| Air Filtration                          |

**SAFETY**

|  |
|--|
| Driveline Traction Control   |
| Side Impact Beams  |
| Dual Stage Driver And Passenger Seat-Mounted Side Airbags            |
| Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch |
| Safety Canopy System Curtain 1st Row Airbags                         |
| Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters  |





**National Joint Powers Alliance® (herein NJPA)**

**REQUEST FOR PROPOSAL (herein RFP)**

for the procurement of

**VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES**

**RFP Opening**

**DECEMBER 8, 2016**

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

**RFP #120716**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #120716 VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning October 21, 2016. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until December 7, 2016 at 4:30 p.m. Central Time at the above address and opened December 8, 2016 at 8:30 a.m. Central Time.

**RFP Timeline**

- October 21, 2016** Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake Tribune* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note to OR entities: this pertains to <http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
- November 16, 2016 10:00 a.m. CT** Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
- November 30, 2016** Deadline for RFP questions.
- December 7, 2016 4:30 p.m. CT** Deadline for Submission of Proposals. Late responses will be returned unopened.
- December 8, 2016 8:30 a.m. CT** Public Opening of Proposals.

Direct questions regarding this RFP to: Jonathan Yahn at [jonathan.yahn@njpacoop.org](mailto:jonathan.yahn@njpacoop.org) or (218)895-4144.



## TABLE OF CONTENTS

1. DEFINITIONS
  - A. Contract
  - B. Proposer
  - C. Sourced Good of Open Market Item
  - D. Vendor
2. ADVERTISEMENT OF RFP
3. INTRODUCTION
  - A. About NJPA
  - B. Joint Exercise of Powers Laws
  - C. Why Respond to a National Cooperative Procurement Contract
  - D. The Intent of This RFP
  - E. Scope of This RFP
  - F. Expectations for Equipment/Products and Services Being Proposed
  - G. Solutions Based Solicitation
4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL
  - A. Inquiry Period
  - B. Pre-Proposal Conference
  - C. Identification of Key Personnel
  - D. Proposer's Exceptions to Terms and Conditions
  - E. Proposal Format
  - F. Questions & Answers About This RFP
  - G. Modification or Withdrawal of a Submitted Proposal
  - H. Proposal Opening Procedure
  - I. NJPA's Rights Reserved
5. PRICING
  - A. Line-Item Pricing
  - B. Percentage Discount From Catalog or Category
  - C. Cost Plus a Percentage of Cost
  - D. Hot List Pricing
  - E. Ceiling Price
  - F. Volume Price Discounts/  
Additional Quantities
  - G. Total Cost of Acquisition
  - H. Sourced Equipment/Products/  
Open Market Items
  - I. Price and Product Changes
  - J. Payment Terms
  - K. Sales Tax
  - L. Shipping
6. EVALUATION OF PROPOSALS
  - A. Proposal Evaluation Process
- B. Proposer Responsiveness
- C. Proposal Evaluation Criteria
- D. Other Consideration
- E. Cost Comparison
- F. Marketing Plan
- G. Certificate Of Insurance
- H. Order Process and/or Funds Flow
- I. Administrative Fees
- J. Value Added
- K. Waiver of Formalities
7. POST AWARD OPERATING ISSUES
  - A. Subsequent Agreements
  - B. NJPA Member Sign-up Procedure
  - C. Reporting of Sales Activity
  - D. Audits
  - E. Hub Partner
  - F. Trade-Ins
  - G. Out of Stock Notification
  - H. Termination of a Contract resulting from this RFP
8. GENERAL TERMS AND CONDITIONS
  - A. Advertising a Contract Resulting From This RFP
  - B. Applicable Law
  - C. Assignment of Contract
  - D. List of Proposers
  - E. Captions, Headings, and Illustrations
  - F. Data Practices
  - G. Entire Agreement
  - H. Force Majeure
  - I. Gratuities
  - J. Hazardous Substances
  - K. Licenses
  - L. Material Suppliers and Sub-Contractors
  - M. Non-Wavier of Rights
  - N. Protests of Awards Made
  - O. Suspension or Disbarment Status
  - P. Affirmative Action and Immigration Status Certification
  - Q. Severability
  - R. Relationship of Parties
9. FORMS
10. PRE-SUBMISSION CHECKLIST
11. PRICE & PRODUCT CHANGE REQUEST FORM
12. APPENDIX A

## **I. DEFINITIONS**

### **A. CONTRACT**

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

### **B. PROPOSER**

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

### **C. SOURCED GOOD or OPEN MARKET ITEM**

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

### **D. VENDOR**

A Proposer whose response has been awarded a contract pursuant to this RFP.



## 2 ADVERTISEMENT OF RFP

**2.1** NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

**2.2** NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

## 3 INTRODUCTION

### A. ABOUT NJPA

**3.1** The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**3.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

**3.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

**3.4** NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### B. JOINT EXERCISE OF POWERS LAWS

**3.5** NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

### C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:



**3.6.1** National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

**3.6.2** NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

#### **D. THE INTENT OF THIS RFP**

**3.10. National contract awarded by NJPA:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA further desires to:

**3.11.1** Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

**3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;



**3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

**3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and

**3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

**3.12 Exclusive or Multiple Awards:** Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

**3.13 Non-Manufacturer Awards:** NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**3.14 Manufacturer as a Proposer:** If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

**3.15 Dealer/Reseller as a Proposer:** If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

## **E. SCOPE OF THIS RFP**

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES.

**3.17 Additional Scope Definitions:** For purposes of the scope of this solicitation:

**3.17.1** In addition to VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, **this solicitation should be read to include, but not to be limited to:**

**3.17.1.1 Automobile Category:** mini, subcompact, compact, coupe, sedan, gas, diesel, hybrid, electric, alternative fuel

**Utility Category:** two-wheel drive, four-wheel drive, gas, diesel, hybrid, electric, alternative fuel

**Van Category:** cargo, passenger, gas, diesel, hybrid, electric, alternative fuel



*Police, Safety and Rescue Category:* mini, subcompact, compact, coupe, sedan, van, utility, truck, motorcycle, gas, diesel, hybrid, electric, alternative fuel  
*Truck Category:* half ton, three-quarter ton, one ton, gas, diesel, hybrid, electric, alternative fuel.

**3.17.2** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**3.17.2.1** RFP respondents may include in their response vehicles that are larger than the vehicles listed in Section 3.17.1.1 above, provided that these offerings are merely complementary to the respondent's primary offering.

Respondents may include "related equipment, accessories, and services" in their response to the extent that these solutions are an incidental portion of their proposal. The primary focus of this solicitation is on vehicles, cars, vans, SUVs, and light trucks and not on a respondent's ability to provide turnkey solutions by upfitting for a particular purpose.

***This RFP should NOT be construed to include responses that contain school buses or city transit vehicles. Any portions of a response including such solutions will be disregarded.***

**3.18** **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

**3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

**3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

**3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

**3.19** **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

**3.20** **Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**3.21** **Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to



obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22 Awarded Vendor's interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**3.23 Sole Source of Responsibility-** NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

**3.24.1** Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

**3.24.1.1 Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**3.24.1.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**3.24.1.3 Good, Better, Best:** Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

**3.24.1.4 Proven - Accepted - Leading-Edge Technology:** Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

**3.24.2** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.



**3.25 Geographic Area to be Proposed:** This RFP invites proposals to provide VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**3.26 Contract Term:** At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**3.26.1** NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.27 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**3.28 [This section is intentionally blank.]**

**3.29 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**3.30 Proposer's Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

## **F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED**

**3.31 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

**3.31.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**3.31.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

**3.31.2.1** demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;



**3.31.2.2** identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

**3.31.2.3** differentiate equipment/products and services from other industry manufacturers and providers.

**3.32 New Current Model Equipment/Products:** Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

**3.33 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**3.34 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

**3.35 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**3.36 Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

## G. SOLUTIONS-BASED SOLICITATION

**3.37** The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

**3.38** While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

## 4 **INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**

### A. INQUIRY PERIOD

**4.1** The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

### B. PRE-PROPOSAL CONFERENCE



**4.2** A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

#### C. IDENTIFICATION OF KEY PERSONNEL

**4.3** Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

**4.4** These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

#### D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

**4.5** Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

**4.6** Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

#### E. PROPOSAL FORMAT

**4.7** All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

**4.8** All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

**4.9** All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

**4.9.1** Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

**4.9.2** Signed hard copies of all addenda issued for the RFP;

**4.9.3** Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

**4.9.4** A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.



**4.10** All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**4.11** Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

**4.12** The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening,**" and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**4.13** Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

#### **F. QUESTIONS AND ANSWERS ABOUT THIS RFP**

**4.14** Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

**4.15** Submit all questions about this RFP, in writing, referencing **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to [RFP@njpacoop.org](mailto:RFP@njpacoop.org). You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

**4.16** If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

**4.17** If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

**4.18** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) (under "Current and Pending Solicitations") and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

**4.19** Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

**4.20 through 4.21** [These sections are intentionally blank.]



## G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

**4.22** A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

## H. PROPOSAL OPENING PROCEDURE

**4.23** Sealed and properly identified responses for this RFP entitled VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock. At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

## I. NJPA'S RIGHTS RESERVED

**4.24** NJPA may exercise the following rights with regard to the RFP.

**4.24.1** Reject any and all proposals received in response to this RFP;

**4.24.2** Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

**4.24.3** Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

**4.24.4** Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

**4.24.5** Waive any non-material deviations from the requirements and procedures of this RFP;

**4.24.6** Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

**4.24.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

**4.24.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and



4.24.9 Extend proposal due dates.

5

## **PRICING**

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$150 Million.** Vendors are expected to anticipate additional volume of potential government, education and non-profit agencies that would find value in a NJPA national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

### **A. LINE-ITEM PRICING**

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

### **B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY**

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.



**5.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**5.13** A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

**5.14** When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

#### C. COST PLUS A PERCENTAGE OF COST

**5.15** "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

#### D. HOT LIST PRICING

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

**5.17** Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

#### E. CEILING PRICE

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

**5.19** [This section is intentionally blank.]

#### F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

**5.20 through 5.23** [These sections are intentionally blank.]

#### G. TOTAL COST OF ACQUISITION

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

#### H. SOURCED GOOD or OPEN MARKET ITEM



**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

**5.27** An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

**5.28** "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

## **I. PRODUCT & PRICE CHANGES**

**5.29** Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to [PandP@njpacoop.org](mailto:PandP@njpacoop.org).

**5.30** NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

**5.31** The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

**5.32** The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**5.33** ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

**5.34** DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

**5.35** PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material



costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

**5.35.1** *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

**5.35.2** *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

**5.36 through 5.37** [These sections are intentionally blank.]

**5.38** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**5.39 through 5.43** [These sections are intentionally blank.]

#### K. SALES TAX

**5.44** Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

#### L. SHIPPING

**5.45** Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

**5.46 through 5.47** [These sections are intentionally blank.]

**5.48** All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

**5.49 through 5.50** [These sections are intentionally blank.]

**5.51** Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

**5.52** The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.



**5.53** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

## **6 EVALUATION OF PROPOSALS**

### **A. PROPOSAL EVALUATION PROCESS**

**6.1** The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

**6.2** NJPA uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

**6.3** The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

### **B. PROPOSER RESPONSIVENESS**

**6.4** All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

**6.5** All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

**6.6** Level-One Responsiveness means that the response

**6.6.1** is received before the deadline for submission or it will be returned unopened;

**6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;



- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

**6.7** Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

#### **C. PROPOSAL EVALUATION CRITERIA**

**6.8** Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

**6.9** [This section is intentionally blank.]

#### **D. OTHER CONSIDERATIONS**

**6.10** In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

**6.11** NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award



Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

**6.12 [This section is intentionally blank.]**

**6.13** NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

**6.14** A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

**6.15** NJPA reserves the right to reject any or all proposals.

**E. COST COMPARISON**

**6.16** NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

**6.17** This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

**F. MARKETING PLAN**

**6.18** A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

**6.19** NJPA marketing expectations include the following components.

**6.19.1** An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.



**6.19.2** Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

**6.19.3** Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

**6.19.4** Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

**6.19.5** Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

**6.19.6** Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

**6.19.6.1 Complete Marketing Plan.** Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

**6.19.6.2 Printed Marketing Materials.** Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

**6.19.6.4 Proposer's Website.** Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

**6.19.7** An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.



## G. CERTIFICATE OF INSURANCE

**6.21** Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits.** The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance.** An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**6.23.1.1 Commercial General Liability—Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence** \$1,500,000

**6.24 Insurance Requirements:** The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**6.26 Subcontractors:** Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

## H. ORDER PROCESS AND/OR FUNDS FLOW

**6.27** NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing



to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

**6.28 [This section is intentionally blank.]**

## **I. ADMINISTRATIVE FEES**

**6.29** Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

**6.29.1** The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

**6.29.2** The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

**6.29.3** The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

**6.29.4** The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

**6.29.5** NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

**6.29.6** For Texas motor vehicle sales, the administrative fee cannot be based on the amount purchased by a member under the contract. Accordingly, the administrative fee in such cases will be \$400 per purchase order (PO), irrespective of the number of vehicles included in the PO.

**6.30 through 6.32 [This section is intentionally blank.]**

## **J. VALUE-ADDED ATTRIBUTES**

**6.33 Desirability of Value-Added Attributes:** Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

**6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses:** Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.



**6.35 Environmentally Preferred Purchasing Opportunities:** Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

**6.36 Online Requisitioning Systems:** When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

**6.37 Financing:** The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

**6.38 Technology:** Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

#### K. WAIVER OF FORMALITIES

**6.39** NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7

#### POST-AWARD OPERATING ISSUES

##### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

**7.3 Additional Terms and Conditions.** Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

**7.4 Specialized Service Requirements.** In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery



requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

**7.6 Asset Management Contracts:** Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

## **B. NJPA MEMBER SIGN-UP PROCEDURE**

**7.6** Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

## **C. REPORTING OF SALES ACTIVITY**

**7.7** Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

**7.7.1 Zero sales reports:** Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

## **D. AUDITS**

**7.8** NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

## **E. HUB PARTNER**



**7.9 Hub Partner:** NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

**7.10 Hub Partner Fees:** NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

#### F. TRADE-INS

**7.11** The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

#### G. OUT OF STOCK NOTIFICATION

**7.12** The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

#### H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

**7.13** NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

**7.13.1** The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

**7.13.2** The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

**7.13.3** NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

**7.13.4** The Vendor fails to fulfill any of the material terms and conditions of the Contract;

**7.13.5** The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

**7.13.6** The Vendor fails to properly report quarterly sales;

**7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.



**7.14** Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**8.2** [This section is intentionally blank.]

**7.16** NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

**7.17** NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**7.18** NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

## **8 GENERAL TERMS AND CONDITIONS**

### **8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP**

**8.1** Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

### **B. APPLICABLE LAW**

**8.2** [This section is intentionally blank.]

**8.3 NJPA Compliance with Minnesota Procurement Law:** NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

**8.4 Governing law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

**8.5 Jurisdiction:** Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.



**8.5.1** Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

**8.6 through 8.7** [This section is intentionally blank.]

**8.8 Indemnification:** Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

**8.9 Prevailing wage:** The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

**8.10 Patent and copyright infringement:** The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

#### C. ASSIGNMENT OF CONTRACT

**8.11** No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)).

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

#### D. LIST OF PROPOSERS

**8.13** NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

#### E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**8.14** The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

#### F. DATA PRACTICES

**8.15** All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

**8.15.1** The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and



financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

**8.15.2** The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

**8.16** [This section is intentionally blank.]

#### G. ENTIRE AGREEMENT

**8.17** This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

#### H. FORCE MAJEURE

**8.18** Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

**8.19 through 8.20** [These sections are intentionally blank.]

#### K. LICENSES

**8.21** The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

**8.22** All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

#### L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**8.23** The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.



#### M. NON-WAIVER OF RIGHTS

**8.24** No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

#### N. PROTESTS OF AWARDS MADE

**8.25** And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

- 8.25.1** The name, address, and telephone number of the protester;
- 8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);
- 8.25.3** Identification of the solicitation by RFP number;
- 8.25.4** Identification of the statute or procedure that is alleged to have been violated;
- 8.25.5** A precise statement of the relevant facts;
- 8.25.6** Identification of the issues to be resolved;
- 8.25.7** The aggrieved party's argument and supporting documentation;
- 8.25.8** The aggrieved party's statement of potential financial damages; and
- 8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

#### O. SUSPENSION OR DISBARMENT STATUS

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

#### P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

**8.28** Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

#### Q. SEVERABILITY

**8.29** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

#### **R. RELATIONSHIP OF PARTIES**

**8.30** No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

#### **9 FORMS**

**[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]**



**Form A**



**PROPOSER QUESTIONNAIRE- General Business Information**  
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

Please identify the person NJPA should correspond with from now through the Award process:

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

***Please answer the questions below using the Microsoft Word® version of this document.*** This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

**Company Information & Financial Strength**

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.  
Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** industry.
- 2) Provide a detailed description of the products and services that you are offering in your proposal.
- 3) What are your company's expectations in the event of an award?
- 4) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 5) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 6) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 7) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
  - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
  - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 8) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 9) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
- 10) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

**Industry Recognition & Marketplace Success**



- 11) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 12) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 13) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 14) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 15) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 16) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

#### **Proposer's Ability to Sell and Deliver Service Nationwide**

- 17) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
  - a) Sales force.
  - b) Dealer network or other distribution methods.
  - c) Service force.Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 18) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 19)
  - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
  - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 20) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

#### **Marketing Plan**

- 21) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 22) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 23) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 24) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

25) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

**Value-Added Attributes**

26) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

27) Describe any technological advances that your proposed products or services offer.

28) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

29) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

30) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

31) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Toll-Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Website Address: \_\_\_\_\_

**COMPANY PERSONNEL CONTACTS**

**Authorized signer for your organization**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

**Who prepared your RFP response?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Who is your company's primary contact person for this proposal?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_



**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: \_\_\_\_\_

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification | Exception | NJPA ACCEPTS |
|--------------|-----------------------------------|-----------|--------------|
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exceptions listed above:**

Contract Award  
RFP #120716

**FORM D**



**Formal Offering of Proposal**  
(To be completed only by the Proposer)

**VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES**

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
(Name printed or typed)



**Form E**



**Contract Acceptance and Award**

**(To be completed only by NJPA)**

**NJPA #120716** \_\_\_\_\_

\_\_\_\_\_  
**Proposer's full legal name**

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_ and continue until \_\_\_\_\_ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ NJPA Contract Number **#120716**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ NJPA Contract Number **#120716**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ NJPA Contract Number **#120716**



**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_





**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

|  |             |  |
|--|-------------|--|
| Conformance to RFP Terms and Conditions                    | 50          |  |
| Financial Viability and Marketplace Success                | 75          |  |
| Ability to Sell and Deliver Service Nationwide             | 100         |  |
| Marketing Plan   | 50          |  |
| Value-Added Attributes                                     | 75          |  |
| Warranty   | 50          |  |
| Depth and Breadth of Offered Products and Related Services | 200         |  |
| Pricing  | 400         |  |
| <b>TOTAL POINTS</b>  | <b>1000</b> |  |

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
\_\_\_\_\_ Its \_\_\_\_\_





**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

**Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor?
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

**Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)



- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
  - \_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - \_\_\_\_\_ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - \_\_\_\_\_ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

**Industry-Specific Questions**

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.
- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.
- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**10 PRE-SUBMISSION CHECKLIST**



| Check when Completed | Contents of Your Bid Proposal   | Hard Copy Required Signed and Dated | Electronic Copy Required - CD or Flash Drive |
|----------------------|---|-------------------------------------|--|
|                      | Form A: Proposer Questionnaire with all questions answered completely   | X - signature page only             | X  |
|                      | Form B: Proposer Information  |                                     | X  |
|                      | Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request  | X                                   | X  |
|                      | Form D: Formal Offering of Proposal   | X                                   | X  |
|                      | Form E. Contract Acceptance and Award   |                                     | X  |
|                      | Form F: Proposers Assurance of Compliance   | X                                   | X  |
|                      | Form P: Proposer Questionnaire with all questions answered completely   | X-signature page only               | X  |
|                      | Certificate of Insurance with \$1.5 million coverage  | X                                   | X  |
|                      | Copy of all RFP Addendums issued by NJPA  | X                                   | X  |
|                      | Pricing for all Products/Equipment/Services within the RFP being proposed   |                                     | X  |
|                      | Entire Proposal submittal including signed documents and forms.   |                                     | X  |
|                      | All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.                                |                                     |  |
|                      | Package containing your proposal labeled and sealed with the following language:<br>"Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX" |                                     |  |
|                      | Response Package mailed and delivered prior to deadline to:<br>NJPA, 202 12th St NE, Staples, MN 56479  |                                     |  |



**11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

**Section 1. Instructions for Vendor**

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

*NOTE:* New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

**ADDITIONS.** New products and related services may be added to a contract if such additions are within the scope of the original RFP.

**DELETIONS.** New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

**PRICE CHANGES:** Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

*Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

*Price increases:* Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

**Section 2. Vendor Name and Type of Change Request**

AWARDED VENDOR NAME:

\_\_\_\_\_

NJPA CONTRACT NUMBER:

\_\_\_\_\_

CHECK ALL CHANGES THAT APPLY:

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

**Section 3. Detailed Explanation of Need for Changes**

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

*EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."*

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.



**Section 4. Complete Restatement of Pricing Submitted**

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

Yes                       No

**Section 5. Signatures**

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO

\_\_\_\_\_  
Date





## Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



**ADDENDUM ONE (1)**  
To that certain  
**NJPA RFP #120716**  
Issued by  
National Joint Powers Alliance®  
For the procurement of

**VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES**

*Consider the following to be part of the above-titled RFP: Pre-Proposal Conference.*

Because some prospective vendors may have had difficulty accessing our originally scheduled pre-proposal conference, we are providing another conference. You do not need to attend this conference in order to respond to the RFP, but it is highly recommended. It will be held **November 23, 11 a.m. CT.**

Topic: Vehicles, Cars, Vans, SUVs, & Light Trucks with Related Equipment, Accessories, and Services

Host: National Joint Powers Alliance

Date and Time:

Wednesday, November 23, 2016 11:00 am, Central Standard Time (Chicago, GMT-06:00)

Wednesday, November 23, 2016 12:00 pm, Eastern Standard Time (New York, GMT-05:00)

Wednesday, November 23, 2016 9:00 am, Pacific Standard Time (San Francisco, GMT-08:00)

Wednesday, November 23, 2016 10:00 am, Mountain Standard Time (Arizona, GMT-07:00)

Event number: 660 414 994

Registration password: This event does not require a password for registration

To view in other time zones or languages, please click the link:

<https://njpa.webex.com/njpa/onstage/g.php?MTID=e1d362d785372a206a9e12e120811c627>

-----  
To join the audio conference only  
-----

US TOLL: +1-415-655-0001

Global call-in numbers: <https://njpa.webex.com/njpa/globalcallin.php?serviceType=EC&ED=491351762&tollFree=0>

Access code: 660 414 994

-----  
For assistance  
-----

You can contact National Joint Powers Alliance at:

[vidcon@njpacoop.org](mailto:vidcon@njpacoop.org)

<https://www.webex.com>

**IMPORTANT NOTICE:** This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, discuss your concerns with the meeting host prior to the start of the recording or do not join the session. Please note that any such recordings may be subject to discovery in the event of litigation.

**Acknowledgment of Addendum One (1) to RFP 120716 emailed on November 16, 2016.**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please include this signed Addendum with your RFP response.

62



**FORM E  
CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

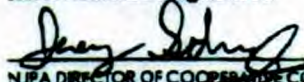
NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 HOUR LLC, NATIONAL AUTO FLEET GROUP

Authorized Signatory's Title FLEET MANAGER

  
VENDOR AUTHORIZED SIGNATURE

JESSE COLETTE  
(NAME PRINTED OR TYPED)

Executed on 1-16 2017

NJPA Contract # 120716-NAF

63



Form C

**EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: 7L Heat LLC, DBA National Aero Heat Grill

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification | Exception         | NJPA ACCEPTS |
|--------------|-----------------------------------|-------------------|--------------|
| <i>N/A</i>   |                                   | <i>None taken</i> |              |
|              |                                   |                   |              |
|              |                                   |                   |              |
|              |                                   |                   |              |
|              |                                   |                   |              |
|              |                                   |                   |              |
|              |                                   |                   |              |
|              |                                   |                   |              |

Proposer's Signature: *[Signature]*

Date: 12-5-16

**NJPA's clarification on exceptions listed above:**

*12/5/16* *GA*

Contract Award  
RFP #120716

**FORM D**



**Formal Offering of Proposal**  
(To be completed only by the Proposer)

**VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES**

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

72 HOOT LLC, DBA  
Company Name: WATSON AUTO FLEET GROUP Date: 12-5-16  
Company Address: 490 AUTO CENTER DRIVE  
City: WATSONVILLE State: CA Zip: 95076  
Contact Person: JESSE COOPER Title: FLEET MANAGER  
Authorized Signature: [Signature] JESSE COOPER  
(Name printed or typed)



**FORM E  
CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE  
  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 HOUR LLC, National Auto Fleet Group

Authorized Signatory's Title FLEET MANAGER

  
VENDOR AUTHORIZED SIGNATURE

JESSE COOQUET  
(NAME PRINTED OR TYPED)

Executed on 1-16 2017

NJPA Contract # 120716-NAF

66



**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 HOCT LLC, DBA NATIONAL AUTO FLEET GROUP

Address: 790 AUTO CENTER DRIVE

City/State/Zip: WATSONVILLE, CA 95076

Telephone Number: 955-289-6572

E-mail Address: JCOOPER@NATIONALAUTOFLEETGROUP.COM

Authorized Signature: *Jesse Cooper*

Authorized Name (printed): JESSE COOPER

Title: FLEET MANAGER

Date: 12-2-16

Notarized

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.

Subscribed and sworn to before me this 2 day of December, 2016

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature: *[Signature]*







**Form P**

**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: National Auto Fleet Group

Questionnaire completed by: Jesse Cooper

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAIG Provided leasing options to all NJPA Members

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

There are two methods. One is the electronic ordering process, where the member logs into our website located at [www.nationalautofleetgroup.com](http://www.nationalautofleetgroup.com), builds their desired vehicle to their specifications, and then electronically sends us a purchase order. The vehicle is delivered directly to the user's specified end-user address, then we FedEx the customer all the appropriate documentations.

The other method, should the customer not be comfortable with internet or the use of our website, is where the member calls our toll-free number at 1-855-289-6572 and is greeted by one of our sales associates, who then creates a quotation based on the customer's needs and either emails, faxes, or physically mails it to the customer. The customer then sends us a purchase order. We then process the purchase order and deliver the vehicle to the customer's specified location.

We have reported directly to NJPA for the last 22 consecutive quarters.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, we do accept the P-card procurement and payment process, and there is no additional cost for using it.

69



### Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
- Do your warranties cover all products, parts, and labor?
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  - What are your proposed exchange and return programs and policies?

The manufacturer's warranties are all written between the manufacturer and the NJPA member. Therefore, should a warranty repair be required, the member merely needs to take the vehicle to the closest manufacturer franchise (i.e. Ford, Toyota, etc.) If the vehicle is not drivable, the customer can notify us through our toll free number at 1-855-289-6572 and we will have it towed to the nearest facility. All this is done at no cost to the member. There are no conditions to qualify. Any new vehicle qualifies. The manufacturer's warranty does include labor and parts. Other than abuse, there are no restrictions or limitations that affect coverage. All warranty repairs are done in the manufacturer's facilities, thus there is no travel time for technicians. Warranty repairs are all performed in all 50 states, regardless of location. Any after-market accessories installed under our contract are covered by the written warranty for both parts and labor for the after-market installer, who provided them. There is no return policy. If a vehicle is no longer needed by the member, a 25% restocking charge can be imposed.

- 6) Describe any service contract options for the items included in your proposal.

We offer a multitude of service contracts and extended warranties, running all the way up to 250,000 miles. The cost, term, and coverage are determined by the mileage and term. Contact us directly for a quote.

### Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary, along with our after-market equipment categories.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Utilizing a Percentage Off MSRP / LIST method, NAFC can offer NJPA members discounts ranging from 25-86% down to 1% across the 15 manufacturers depending on model. Please



see Tab 2 as well as Attachment Book 2 18 for Pricing." We detail the addition of All Factory Options and After Market Equipment

- 9) Please quantify the discount range presented in this response. For example indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.



- 14) **If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.**

There is no additional cost. All shipping is included in the original quote to the member.

- 15) **Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.**

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

- 16) **Describe any unique distribution and/or delivery methods or options offered in your proposal.**

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

- 17) **Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.**

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

- 18) **Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)**

- 1) 1% of the unit price is up to \$700.00 other than "related equipment" pass through items.
- 2) Total amount in any 12 month period will not exceed \$4,500,000.00 in Administration Fees.
- 3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and/or faced with unusable circumstances.

#### **Industry-Specific Questions**

- 19) **Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.**

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

- 20) **Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.**

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open or outstanding recall or campaign.



- 21) **Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.**

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

12-6-16

Budget Preparation Document Edit List  
City of South Gate

Reference : CAER Fund

Description : Administrative Services

Document No: 2192

| Dept. Request : 523-460-61-9003 Auto/Rolling Stock |      |      |           |  |
|--|------|------|-----------|--|
|  | Qty  | Unit | Unit Cost | Amount                                     |
| ( 1 )  | 0.00 |      | 0.00      | 105,000.00                                 |
|  |      |      |           | New Holland Tractor (Replacing Unit #461)  |
| ( 2 )  | 0.00 |      | 0.00      | 45,000.00                                  |
|  |      |      |           | Park Ranger Vehicle (Replacing Unit #447)  |
| ( 3 )  | 0.00 |      | 0.00      | 12,000.00                                  |
|  |      |      |           | Gator Electric Cart (Replacing Unit #SPC1) |
| ( 4 )  | 0.00 |      | 0.00      | 12,000.00                                  |
|  |      |      |           | Gator Electric Cart (Replacing Unit #SPC4) |
| ( 5 )  | 0.00 |      | 0.00      | 45,000.00                                  |
|  |      |      |           | Grounds Area Truck (Replacing Unit #446)   |
| ( 6 )  | 0.00 |      | 0.00      | 30,000.00                                  |
|  |      |      |           | Route Truck (Replacing Unit #413)          |
| ( 7 )  | 0.00 |      | 0.00      | 30,000.00                                  |
|  |      |      |           | Route Truck (Replacing Unit #445)          |
| ( 8 )  | 0.00 |      | 0.00      | 25,000.00                                  |
|  |      |      |           | Ride on Mower (Replacing Unit #424)        |
| ( 9 )  | 0.00 |      | 0.00      | 25,000.00                                  |
|  |      |      |           | Ride on Mower (Replacing Unit #493)        |
| ( 10 )   | 0.00 |      | 0.00      | 20,000.00                                  |
|  |      |      |           | Trailer Unit (Replacing Unit #439)         |
| Total :  |      |      |           | 349,000.00                                 |

| Dept. Request : 523-710-12-9003 Auto/Rolling Stock |      |      |           |   |
|--|------|------|-----------|---|
|  | Qty  | Unit | Unit Cost | Amount  |
| ( 1 )  | 0.00 |      | 0.00      | 145,000.00                                    |
|  |      |      |           | 2 Ford F-550 Trucks                           |
| ( 2 )  | 0.00 |      | 0.00      | 100,000.00                                    |
|  |      |      |           | 2 Ford F-350 Utility Trucks and 1 Utility Van |
| Total :  |      |      |           | 245,000.00                                    |

ATTACHMENT C

\* = View-only field ! = Formula does not apply



**Budget FY 2019/20**

**One-time Supplemental Requests**

| Division             | Account Number  | Dollar Amount | Description  |
|----------------------|-----------------|---------------|--|
| Engineering          | 212, 411 - 6101 | \$ 120,000.00 | Scanning, Digitizing and indexing files.               |
| Facility Maintenance | 100-710-12-6205 | \$ 6,500.00   | Five (2-way Radios)                                    |
| Facility Maintenance | 524-710-12-9100 | \$ 20,000.00  | Carpet Repl & Painting - HR area.                      |
| Facility Maintenance | 524-710-12-9100 | \$ 90,000.00  | Repair roofs - CH, CC, Aud, GCH, PWY                   |
| Graffiti             | 100-712-29-9003 | \$ 70,000.00  | Retrofit two graffiti trucks with color match systems. |
| Streets              | 212-713-31-6340 | \$ 14,500.00  | Commercial drivers training for three employees.       |
| St Light             | 222-780-31-6702 | \$ 50,000.00  | Upgrades to the TMC.                                   |
| St Light             | 222-780-31-6705 | \$ 25,000.00  | Annual Repl of 73 illuminated street name sign panels. |
| St Light             | 225-780-31-6202 | \$ 73,000.00  | St Light Equipment - 200 LED light fixtures.           |
| St Light             | 225-780-31-6202 | \$ 40,000.00  | St Light Equipment - replenish inventory.              |
| Sewer                | 412-732-52-9005 | \$ 27,000.00  | Installation of five new smart covers.                 |
| Fleet                | 521-750-12-6340 | \$ 20,000.00  | ASE Certification for 4 mechanics.                     |
| Fleet                | 521-750-12-9006 | \$ 20,000.00  | Fleet management software.                             |

| Division                   | Account Number  | Dollar Amount        | Description                                |
|----------------------------|-----------------|----------------------|--|
| <b>Vehicle Replacement</b> |                 |                      |  |
| Street Division            | 523-710-12-9003 | \$ 145,000.00        | Two Ford F-550 Trucks.                     |
| Facility Maintenance       | 523-710-12-9003 | \$ 100,000.00        | F-350 Utility Trucks (2), and utility van. |
| <b>TOTAL</b>               |                 | <b>\$ 245,000.00</b> |  |

**Contract Agreements**

| Division    | Account Number  | Dollar Amount | Description   |
|-------------|-----------------|---------------|---|
| Facilities  | 100-710-12-6101 | \$ 10,900.00  | Knorr Systems Service Contract.                                   |
| Facilities  | 100-710-12-6202 | \$ 5,560.00   | Air Gas West.   |
| Facilities  | 100-710-12-6701 | \$ 22,700.00  | As-needed replacement of playground equipment.                    |
| Facilities  | 100-710-12-6702 | \$ 35,000.00  | Air Duct Cleaning.  |
| Facilities  | 100-710-12-6702 | \$ 3,510.00   | Lawerence Doors agreement.  |
| Streets     | 224-780-31-9400 | \$ 15,000.00  | Entrance monument replacement. (50% MR/ 50% MM)                   |
| Streets     | 225-780-31-9400 | \$ 15,000.00  | Entrance monument replacement. (50% MR/ 50% MM)                   |
| Streets     | 251-714-25-6101 | \$ 30,000.00  | Arborist Services - (formerly Cy Carlberg)                        |
| Streets     | 100-710-12-6101 | \$ 40,000.00  | Year-round Homeless Encampment Removal Services.                  |
| St Lighting | 224-780-31-6101 | \$ 10,500.00  | As-needed boring contract services (DC Drilling) (50% MR/ 50% MM) |
| St Lighting | 225-780-31-6101 | \$ 10,500.00  | As-needed boring contract services (DC Drilling) (50% MR/ 50% MM) |
| St Lighting | 251-714-25-6701 | \$ 26,735.00  | Agreement for Fortel Speed Awareness Signs.                       |
| St Lighting | 224-780-31-6101 | \$ 10,000.00  | As-needed services (Econolite). (50% MR/ 50% MM)                  |
| St Lighting | 225-780-31-6101 | \$ 10,000.00  | As-needed services (Econolite). (50% MR/ 50% MM)                  |
| St Lighting | 224-780-31-6703 | \$ 13,500.00  | Centracs Agreement. (50% MR/ 50% MM)                              |
| St Lighting | 225-780-31-6703 | \$ 13,500.00  | Centracs Agreement. (50% MR/ 50% MM)                              |
| Water       | 411-731-71-6101 | \$ 30,000.00  | HydroScientific West.   |
| Water       | 411-731-71-6101 | \$ 100,000.00 | General Pump.   |
| Water       | 411-731-71-6101 | \$ 100,000.00 | Well #30 Urban Orchard Site Reports & Studies.                    |
| Water       | 411-731-71-6101 | \$ 250,000.00 | Water Engineer - SAFNA.   |
| Sewers      | 411-731-71-6101 | \$ 105,525.00 | Ron's Maintenance.  |
| Sewers      | 412-732-52-6101 | \$ 100,000.00 | Sewer Video Taping.   |
| Sewers      | 412-732-52-6101 | \$ 12,000.00  | Roach abatement.  |
| Sewers      | 412-732-52-6701 | \$ 44,640.00  | SmartCover Agreement.   |

| BearCom      | Account Number  | Dollar Amount       | Description           |
|--------------|-----------------|---------------------|-----------------------|
|              | 100-710-12-6701 | \$ 13,300.00        | Two-Way Radio System. |
|              | 212-713-31-6701 | \$ 6,513.00         | Two-Way Radio System. |
|              | 251-714-25-6701 | \$ 7,229.00         | Two-Way Radio System. |
|              | 411-731-71-6701 | \$ 7,229.00         | Two-Way Radio System. |
|              | 412-732-52-6701 | \$ 2,163.00         | Two-Way Radio System. |
| <b>TOTAL</b> |                 | <b>\$ 36,434.00</b> |                       |

| Cititech     | Account Number  | Dollar Amount       | Description       |
|--------------|-----------------|---------------------|-------------------|
|              | 212-713-31-6730 | \$ 8,000.00         | Software updates. |
|              | 251-714-25-6730 | \$ 2,000.00         | Software updates. |
| <b>TOTAL</b> |                 | <b>\$ 10,000.00</b> |                   |



ATTACHMENT D

Contract Award  
RFP #120716

FORM D



Formal Offering of Proposal  
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

72 HOCH LLC, DBA

Company Name: NATIONAL AUTO FLEET GROUP Date: 12-5-16

Company Address: 490 AUTO CENTER DRIVE

City: WATSONVILLE State: CA Zip: 95076

Contact Person: JESSE COOPER Title: FLEET MANAGER

Authorized Signature: [Signature] JESSE COOPER  
(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017


NJPA Contract # 120716-NAF

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager

  
VENDOR AUTHORIZED SIGNATURE

Jesse Colette  
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF



**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**



By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 HOOT LLC, DBA NATIONAL AUTO FLEET GROUP

Address: 490 AUTO CENTER DRIVE

City/State/Zip: WATSONVILLE, CA 95076

Telephone Number: 855-289-6572

E-mail Address: JCOOPER@NATIONALAUTOFLEETGROUP.COM

Authorized Signature: *Jesse Cooper*

Authorized Name (printed): JESSE COOPER

Title: FLEET MANAGER

Date: 12-2-16

**Notarized**

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.

Subscribed and sworn to before me this 2 day of December, 2016

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature: *SK*





**Form P**

**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: National Auto Fleet Group \_\_\_\_\_

Questionnaire completed by: Jesse Cooper \_\_\_\_\_

**Payment Terms and Financing Options**

1) What are your payment terms (e.g., net 10, net 30)?

Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAFG Provided leasing options to all NJPA Members.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

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We have reported directly to NJPA for the last 22 consecutive quarters.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

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## Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
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- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary along with our after market equipment categories.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Utilizing a Percentage Off MSRP / LIST method, NAFG can offer NJPA members discounts ranging from 25.86% down to 1% across the 15 manufacturers depending on model. Please



see Tab 2 as well as Attachment Book 2-18 for "Pricing." We detail the addition of All Factory Options and After Market Equipment.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage." or you may supply a quote for each such request.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.



- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There is no additional cost. All shipping is included in the original quote to the member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

- 1) 1% of the unit price is up to \$700.00 other than "related equipment" pass through items
- 2) Total amount in any 12-month period will not exceed \$4,500,000.00 in Administration Fees
- 3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and or faced with unusable circumstances.

### **Industry-Specific Questions**

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open our outstanding recall or campaign.

- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

12-6-16



RECEIVED

City of South Gate

Item No. 11

MAY 7 2020

CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

2:20pm

AGENDA BILL

For the Regular Meeting of: May 12, 2020

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:

  
Michael Flad

**SUBJECT: CONTRACT CHANGE ORDERS, FUNDING APPROPRIATION AND NOTICE OF COMPLETION FOR THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT (THE BOULEVARD PROJECT), CITY PROJECT NO. 476-TRF, METRO CALL-FOR-PROJECTS ID NO. F3124**

**PURPOSE:** Construction of The Firestone Boulevard Regional Corridor Capacity Enhancements Project (The Boulevard Project) is complete. The actions required to close out the construction contract include, (a) approval of four change orders, which result in a net reduction of the contract amount of \$883,808, (b) appropriations to allocate funding to the project from developers for improvements constructed under The Boulevard Project, and (c) approval of the Notice of Completion, as 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 final payment.

**RECOMMENDED ACTIONS:**

- a. Approve Contract Change Order No. 5 to Contract No. 3389 to fund improvements that were necessary to address unforeseen field conditions, to modify the project scope by adding and removing improvements, and to fund overhead costs incurred by an extended construction schedule, in the amount of \$312,185;
- b. Approve Contract Change Order No. 6 to Contract No. 3389 to remove from the contract improvements that were not cost-effective to construct, resulting in a cost reduction of \$843,410;
- c. Approve Contract Change Order No. 7 to Contract No. 3389 to increase the amount of the contract as the actual sum of some of the construction quantities required to complete construction was higher than the amount specified in the contract, thus resulting in a cost increase of \$672,820;
- d. Approve Contract Change Order No. 8 to Contract No. 3389 to reduce the amount of the contract as the actual sum of some of the construction quantities required to complete construction was less than the amount specified in the contract, thus resulting in a cost reduction of \$1,025,403;
- e. Authorize the Assistant City Manager/Director of Public Works to execute Contract Change Order Nos. 5, 6, 7 and 8 for a net reduction of the contract amount of \$883,808;
- f. Appropriate \$317,307 in funds received and credited to revenue Account No. 311-4699 to Account No. 311-790-31-9447 for The Boulevard Project, City Project No. 476-TRF, to allocate the funds paid to the City by the Los Angeles Community College District for their share of the costs associated with the construction of a traffic signal at the intersection of Firestone Boulevard and Calden Avenue, constructed under The Boulevard Project;
- g. Appropriate \$11,671 in funds to be received and credited to revenue Account No. 311-4699 to Account No. 311-790-31-9447 for The Boulevard Project to allocate the funds to be fully paid to the City by the Sky Investment Group for their share of the costs associated with the repair of road median and landscaping improvements completed under The Boulevard Project;

- h. Accept completion of construction, effective October 28, 2019, of The Boulevard Project, City Project No. 476-TRF, Metro Call-For-Projects ID No. F3124; and
- i. Direct the City Clerk to file a Notice of Completion with Los Angeles County Registrar Recorder's Office.



**FISCAL IMPACT:** The current amount of Contract No. 3389 is \$14,862,164, inclusive of Contract Change Order Nos. 1, 2, 3 and 4. Contract Change Orders Nos. 5, 6, 7, and 8 are proposed to be funded as shown below. Their approval will result in a net reduction in the contract amount of \$883,808. As such, the final contract amount will be reduced to \$13,978,356. An appropriation of \$328,978 of developer funds needs to be allocated to Account No. 311-790-31-9447 to fund improvements completed under The Boulevard Project that developers were responsible for. These funds represent the total amount to be collected from the developers.

**Contract Summary**

| Funds                    | Call for Project    | City Funds        | Prop C LR          | Measure R           | Measure M          | Senate Bill 1     | Amount               |
|--------------------------|---------------------|-------------------|--------------------|---------------------|--------------------|-------------------|----------------------|
| <b>Contract No. 3389</b> | \$ 4,350,414        | \$ 658,895        | \$ 2,206,449       | \$ 4,131,165        | \$ 1,786,089       | \$ 145,620        | \$ 13,278,632        |
| <b>CCO No. 1 (Rev)</b>   | \$ 468,432          |                   | \$ (38,936)        | \$ 224,530          |                    | \$ (145,620)      | \$ 508,406           |
| <b>CCO No. 2</b>         | \$ 224,370          |                   | \$ 155,754         | \$ 244,653          |                    | \$ 31,171         | \$ 655,948           |
| <b>CCO No. 3</b>         | \$ 462,484          | \$ 130,074        | \$ (273,340)       | \$ 50,000           |                    | \$ 130,074        | \$ 499,292           |
| <b>CCO No. 4</b>         | \$ (30,000)         |                   |                    | \$ (30,000)         | \$ (20,114)        |                   | \$ (80,114)          |
| <b>CCO No. 5</b>         | \$ 128,162          |                   | \$ 72,090          | \$ 68,986           |                    | \$ 42,947         | \$ 312,185           |
| <b>CCO No. 6</b>         | \$ (361,227)        |                   | \$ (111,489)       | \$ (370,694)        |                    |                   | \$ (843,410)         |
| <b>CCO No. 7</b>         | \$ 251,562          |                   | \$ 141,503         | \$ 227,292          |                    | \$ 52,463         | \$ 672,820           |
| <b>CCO No. 8</b>         | \$ (502,396)        |                   |                    | \$ (463,765)        | \$ (59,242)        |                   | \$ (1,025,403)       |
| <b>Total</b>             | <b>\$ 4,991,801</b> | <b>\$ 788,969</b> | <b>\$2,152,031</b> | <b>\$ 4,082,167</b> | <b>\$1,706,733</b> | <b>\$ 256,655</b> | <b>\$ 13,978,356</b> |

Note: A complete summary of the budget and expenditures can be found in Attachment F.

**ALIGNMENT WITH COUNCIL GOALS:** The Boulevard Project meets the City Council's goal for "Continuing Infrastructure Improvements." The milestone identified in the 2019/20 Work Program is to complete construction.

**ANALYSIS:** Four contract change orders are necessary to close out the construction contract, and are summarized below:

- CCO No. 5 is owner-initiated in the amount of \$312,185. It was necessary for the reasons following: (a) to address unforeseen field conditions (\$158,697), (b) for additional improvements (\$53,488), (c) to remove items of work from the contract (\$33,639 credit), and (d) to fund miscellaneous costs (\$133,639).
  - a) Unforeseen Conditions: This consisted of \$38,331 in additional improvements to address utility conflicts at the South Gate High School; \$53,201 in repair work to resolve utility conflicts at bus pullouts; \$4,127 to maintain landscaping due to delays in getting power from SCE; \$58,138 in additional repairs of conduit and related electrical improvements, and traffic signal turn-on at Gateway intersections; and \$4,900 to install new traffic signs on the medians due to issues with sign posts.
  - b) Additional Improvements: This consisted of \$6,141 to adjust signal heads and to relocate a service cabinet; \$8,010 for temporary traffic striping and to grind concrete pavement; \$3,987 for additional traffic signal loops; and, \$35,350 for additional work that became necessary after the proposed bus pullouts were removed from the contract.
  - c) Work Reduction: This includes a credit of \$15,500 to eliminate decorative street lights; a credit of \$12,256 for substituting imported soil with existing native soil; and a credit of \$5,883 to eliminate cameras at the Calden traffic signal.

- d) **Miscellaneous Costs:** This consist of \$37,392 to fund interest charges for late payments; \$68,515 to fund overhead costs related to a schedule extension approved by the City to provide the contractor time to construct an additional \$1.1 million in construction improvements that the City added to the contract; and \$27,732 to pay for the increase in cost of asphalt pavement material attributed to the same schedule extension.
- CCO No. 6 reduces the contract amount by \$843,410 for removing items of work that were not cost-effective to construct. This consisted of the following: (a) a cost reduction of \$440,045 for the elimination of cameras, spare conduit, and electrical improvements, (b) a cost reduction of \$197,635 for the elimination of additional improvements that became unnecessary such as signage, curb ramps, pole relocation, underdrain work, and (c) a cost reduction of \$205,730 to reduce the construction quantities included in Contract Change Orders Nos. 1, 2 and 3: the quantities needed to complete construction were less than the amount specified in the contract.
  - CCO No. 7 and CCO No. 8 are necessary to adjust the contract quantities to reduce the contract amount by \$352,583. The construction contract for The Boulevard Project was based on contract quantities and unit costs. The contract quantities were the engineer's estimate of the amount of work that was necessary to construct the project. The contract quantities must now be adjusted at the completion of construction to match the actual quantities constructed in the field. Some contract quantities increased and some decreased. The final contract amount is required to be paid based on the actual quantities constructed in the field. CCO No. 7 and CCO No. 8 revise the contract quantities to match the actual constructed quantities. CCO No. 7 applies an increase to the contract quantities at an additional cost of \$672,820. CCO No. 8 applies a decrease to the contract quantities for a contract cost reduction of \$1,025,403.

Approval of the Notice of Completion (NOC) is also required to close out the project. Section 7107 of the Public Contract Code establishes requirements that must be abided to prior to releasing the final payment on construction projects. The NOC provides written notice to concerned parties that all work on the project has been completed. It initiates the 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 retention payment to settle any liens exercised against the City.

**BACKGROUND:** The Boulevard Project was implemented to increase safety, reduce congestion and beautify Firestone Boulevard. Project improvements include, but is not limited to, adding a lane of traffic in each direction, constructing raised medians with landscaping and irrigation, new traffic signals, traffic signal modification, a dedicated right-turn lane, bus pullouts, pavement rehabilitation, pedestrian lighting, storm water quality improvements, and Americans with Disability Act (ADA) improvements.

Construction of the Project is complete. The NOC can now be filed with the Los Angeles County Registrar Recorder's Office. Work was performed in accordance with the approved plans and specifications with acceptable quality and workmanship. The Project completion summary with photos is attached (see Attachment F).

On November 28, 2017, the City Council approved Contract No. 3389 with the Griffith Company in the amount of \$13,278,632 as well as Contract Change Order No. 1 in the amount of \$1,159,130. The contract change order provided for additional improvements, as the Project was under budget by several million.

On October 23, 2018, the City Council approved the following change orders:

- **Contract Change Order No.1-Revised:** Contract Change Order No. 1 was eliminated from the contract and replaced by Contract Change Order No. 1-Revised. It was in the amount of \$508,406, inclusive of \$64,390 for miscellaneous overhead costs. It was necessary to add



improvements to enhance student, pedestrian, traffic safety, and traffic circulation by constructing 4 bus turnouts and right turn pocket within schools.

- Contract Change Order No. 2 was in the amount of \$655,948. It was necessary to address unforeseen conditions, to fund quantity adjustments and to fund miscellaneous additional improvements.
- Contract Change Order No. 3 was in the amount of \$499,292. It was necessary to add improvements that enhance student, pedestrian and traffic safety on Firestone Boulevard.

Contract Change Orders Nos. 1, 2 and 3, are attached, and contain detailed information of the project improvement added.

On September 10, 2019, the City Council approved Contract Change Order No. 4, a credit of \$80,114, as reimbursement from the Contractor for overtime costs incurred for construction inspection services under which the Griffith Company was contractually obligated to pay.

The City will collect a total of \$328,978 from two development projects. These funds will be used to pay for improvements that were constructed under The Boulevard Project, that were the responsibility of the developers. As such, an appropriation is necessary to allocate these funds to The Boulevard Project. Below is an explanation of each:

- The Los Angeles Community College District (LACCD) is expanding their East Los Angeles Community College, South Gate Campus, under which a traffic signal is proposed at the intersection of Firestone Boulevard and Calden Avenue. LACCD's share of the cost of the traffic signal is \$317,307. The traffic signal was constructed under The Boulevard Project. LACCD has deposited the funds, in full, to an Escrow Agreement which the City Council approved on August 27, 2019. The monies have been received by the City.
- Sky Investment Group developed the site located at 2742 Firestone Boulevard. After the new roadway medians and landscaping was constructed, Sky Investment Group constructed a sewer lateral on Firestone Boulevard. In the process, they caused damage to the new median and landscaping improvements. Sky Investment Group has agreed to pay the City \$11,671 of which \$1,500 was received on September 26, 2019. The remaining balance of \$10,171 will be paid prior to the issuance of a certificate of occupancy permit.

- ATTACHMENTS:**
- A. Notice of Completion
  - B. Contract Change Order Nos. 5, 6, 7 and 8
  - C. City Approved Contract Change Order Nos. 1 thru 4
  - D. Contract No. 3389
  - E. Location Map
  - F. Project Summary
  - G. Before and After Photos

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<br>South Gate, CA 90280 | In Fee          |
|                    |  |                 |

- 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 10/28/2019
- 5 The name of the CONTRACTOR, if any, for such work of improvement was Griffith Company  
12200 Bloomfield Avenue, 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:

**THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENT PROJECT (THE BOULEVARD PROJECT), CITY PROJECT NO. 476-TRF, METRO CALL-FOR-PROJECTS ID NO. F3124**

- 7 The street and address of said property is: The Firestone Blvd. between Alameda St. and Rayo Ave. Dated: May 12, 2020

- 8 Signature of } \_\_\_\_\_  
 \_\_\_\_\_  
**Owner or Owners** Maria Davila , 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

CONTRACT CHANGE ORDER NO. 5

Date: May 5, 2020

Project: Firestone Boulevard Regional Corridor Capacity Enhancements Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No. : 3389

Purchase Order No. 0004507

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in strength requirement for PCC pavement mix design.

|  | Cost             | (working days) |
|--|------------------|----------------|
| Original contract amount:  | \$ 13,278,531.92 | 280            |
| Previous Change Orders amounts:                                      | \$ 1,583,531.68  | 0              |
| This Change Order (No. 5) amount:                                    | \$ 312,185.06    | 110            |
| Total increase to contract (all change orders) to date:              | \$ 1,895,716.74  | 110            |
| Revised total contract amount:                                       | \$ 15,174,348.66 | 390            |
| Percentage of total (increase/ decrease) to contract amount to date: |                  | 14.28%         |

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

| Changes in Bid Item Quantities - COST   |  |          |                       |                            |                                  |                   |                   |                        |  |
|---|--|----------|-----------------------|----------------------------|----------------------------------|-------------------|-------------------|------------------------|--|
| Item No.  | Description  | Contract | Previous Change Order | THIS Change Order Quantity | Total Adjusted Contract Quantity | Unit Cost         | Change Order Cost | Time Ext. Working Days |  |
| <b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b> |  |          |                       |                            |                                  |                   |                   |                        |  |
| <b>ADDITIONAL IMPROVEMENTS</b>  |  |          |                       |                            |                                  |                   |                   |                        |  |
| S-81  | Cost to Complete Contract Work in Deleted Design Change Areas - COR 34R3 (Sch A)   | 0        | 0                     | 1                          | 1                                | LS \$ 17,675.00   | \$ 17,675.00      | 0                      |  |
| S-94  | Added wire at Calden Service - COR 96  | 0        | 0                     | 1                          | 1                                | LS \$ 3,102.82    | \$ 3,102.82       | 0                      |  |
|   | Additional PCC Taper Grind - COR 100   | 0        | 0                     | 1                          | 1                                | LS \$ 5,302.50    | \$ 5,302.50       | 0                      |  |
| S-96  | Temporary Striping at Calden PROPOSAL - COR 106  | 0        | 0                     | 1                          | 1                                | LS \$ 2,707.46    | \$ 2,707.46       | 0                      |  |
| S-109   | Calden Signal PV Head adjust (COR 115)   | 0        | 0                     | 1                          | 1                                | LS \$ 3,037.74    | \$ 3,037.74       | 0                      |  |
| S-111   | Credit for IP CCTV Cameras at Calden   | 0        | 0                     | 1                          | 1                                | LS \$ (5,883.03)  | \$ (5,883.03)     | 0                      |  |
| <b>UNFORSEEN</b>  |  |          |                       |                            |                                  |                   |                   |                        |  |
| S-72  | T&M - Tree Well Maintenance (various Locations) covering COR 39,43,52,53,64, 46, 60, 61, 62                                    | 0        | 0                     | 1                          | 1                                | LS \$ 2,075.72    | \$ 2,075.72       | 0                      |  |
| S-73  | T&M - Dearborn and South Gate high school. Irrigation, water main, electrical pull box covering COR 66, 75, 77, 78, 80, 81, 82 | 0        | 0                     | 1                          | 1                                | LS \$ 12,382.38   | \$ 12,382.38      | 0                      |  |
| S-74  | T&M - Sewer Lateral at 3901 Firestone, COR 49, COR 50  | 0        | 0                     | 1                          | 1                                | LS \$ 3,544.58    | \$ 3,544.58       | 0                      |  |
| S-75  | Drainage Systems at High School - Bus turnout #05, covering COR 45   | 0        | 0                     | 1                          | 1                                | LS \$ 25,948.59   | \$ 25,948.59      | 0                      |  |
| S-76  | Clear Obstructions from Signal Foundations (Calden and Garden View) - COR 56   | 0        | 0                     | 1                          | 1                                | LS \$ 6,746.90    | \$ 6,746.90       | 0                      |  |
| S-77  | Cantilever Signal Pole Foundation at Garden View - COR 85  | 0        | 0                     | 1                          | 1                                | LS \$ 21,000.00   | \$ 21,000.00      | 0                      |  |
| S-83  | Credit for Class A Tree Backfill Topsoil - COR 018   | 0        | 0                     | 1                          | 1                                | LS \$ (10,657.50) | \$ (10,657.50)    | 0                      |  |
| S-93  | Remobilize at Palm at CA - COR 93  | 0        | 0                     | 1                          | 1                                | LS \$ 6,726.00    | \$ 6,726.00       | 0                      |  |
| S-95  | Force Acct. #26339 - COR 102 - Place additional funding signs stickers   | 0        | 0                     | 1                          | 1                                | LS \$ 1,542.94    | \$ 1,542.94       | 0                      |  |
|   | Force Acct. #26338 - COR 104 - Unforeseen condition due to an unmarked utility at the intersection of Firestone and South Gate |          |                       |                            |                                  |                   |                   |                        |  |
| S-97  | Calden Signal Material Price Increase- COR 58  | 0        | 0                     | 1                          | 1                                | LS \$ 10,127.00   | \$ 10,127.00      | 0                      |  |
| S-101   | Relocate Electrical Materials and Equipment, Calden Signal and Electrical Services - COR 58, 89 and 94                         | 0        | 0                     | 1                          | 1                                | LS \$ 21,488.02   | \$ 21,488.02      | 0                      |  |
| S-102   | Electrical T&M April 2018 - Extra work for GRC repair, and potholing (COR 107)   | 0        | 0                     | 1                          | 1                                | LS \$ 11,231.00   | \$ 11,231.00      | 0                      |  |
| S-103   | Signal Turn-Ons (COR 108)  | 0        | 0                     | 1                          | 1                                | LS \$ 4,180.50    | \$ 4,180.50       | 0                      |  |
| S-104   | R&R Marker Posts (COR 109)   | 0        | 0                     | 1                          | 1                                | LS \$ 2,449.76    | \$ 2,449.76       | 0                      |  |
| S-105   | Hand water medians as directed by City due to SCE delays (COR 111)   | 0        | 0                     | 1                          | 1                                | LS \$ 736.90      | \$ 736.90         | 0                      |  |
| S-106   | Electrical T&M April 2018 (COR 113)  | 0        | 0                     | 1                          | 1                                | LS \$ 7,394.58    | \$ 7,394.58       | 0                      |  |

7

|  |   |   |   |      |   |    |                |                |    |  |
|--|---|---|---|------|---|----|----------------|----------------|----|--|
|  | <b>MISC. OVERHEAD COSTS</b>   |   |   |      |   |    |                |                |    |  |
| S-7  | Overhead 3 Months Due To Design Change (Time Related Overhead)  | 3 | 0 | 3 19 | 6 | EA | \$ 7,154.45    | \$ 22,838.32   | 37 |  |
| S-113  | Interest for late payments per the State requirements   | 0 | 0 | 1    | 1 | LS | \$ 12,464.00   | \$ 12,464.00   | 0  |  |
| S-116  | AC pavement material increased due to oil index increased   | 0 | 0 | 1    | 1 | LS | \$ 9,244.00    | \$ 9,244.00    | 0  |  |
|  | <b>Subtotal</b>   |   |   |      |   |    |                | \$ 197,406.18  |    |  |
| <b>Bid Schedule "B" for Segment 2 (Measure R - California to Annetta)</b>    |   |   |   |      |   |    |                |                |    |  |
|  | <b>ADDITIONAL IMPROVEMENTS</b>  |   |   |      |   |    |                |                |    |  |
| S-82   | T&M - Cost to Complete Contract Work in Deleted Design Change Areas COR 34R3  | 0 | 0 | 1    | 1 | LS | \$ 17,675.00   | \$ 17,675.00   | 0  |  |
| S-108  | Additional Signal Loops (COR 099)   | 0 | 0 | 1    | 1 | LS | \$ 3,987.48    | \$ 3,987.48    | 0  |  |
|  | <b>UNFORESEEN</b>   |   |   |      |   |    |                |                |    |  |
| S-78   | T&M - Place AC Cold Mix at San Juan and Madison covering COR 040 and 042, 74  | 0 | 0 | 1    | 1 | LS | \$ 3,105.63    | \$ 3,105.63    | 0  |  |
| S-79   | T&M - Public Notices Handout Delay - COR 54   | 0 | 0 | 1    | 1 | LS | \$ 281.42      | \$ 281.42      | 0  |  |
| S-80   | T&M - Void in street east of Otis- Investigate, Backfill and Compact - COR 63   | 0 | 0 | 1    | 1 | LS | \$ 1,113.95    | \$ 1,113.95    | 0  |  |
| S-98   | Design Change 3N - Maxwell Storm Drain System - COR 11 - Changes in fittings and manholes per Designer's request                        | 0 | 0 | 1    | 1 | LS | \$ (987.11)    | \$ (987.11)    | 0  |  |
| S-99   | Clean up interfering trash and equipment from property owners to construct alley - COR 73   | 0 | 0 | 1    | 1 | LS | \$ 577.80      | \$ 577.80      | 0  |  |
| S-103  | Signal Turn-Ons (COR 108)   | 0 | 0 | 1    | 1 | LS | \$ 4,180.50    | \$ 4,180.50    | 0  |  |
| S-104  | R&R Marker Posts (COR 109)  | 0 | 0 | 1    | 1 | LS | \$ 2,449.76    | \$ 2,449.76    | 0  |  |
| S-105  | Hand water medians as directed by City due to SCE delays (COR 111)  | 0 | 0 | 1    | 1 | LS | \$ 736.90      | \$ 736.90      | 0  |  |
| S-110  | Repair SL conduit on BTO 1 (COR 116)  | 0 | 0 | 1    | 1 | LS | \$ 9,663.41    | \$ 9,663.41    | 0  |  |
| S-112  | Credit for 3 light poles on Otis - 2 decorative street lights poles and luminaires, and 1 pedestrian light pole and luminaire (COR 112) | 0 | 0 | 1    | 1 | LS | \$ (15,500.00) | \$ (15,500.00) | 0  |  |
|  | <b>MISC. OVERHEAD COSTS</b>   |   |   |      |   |    |                |                |    |  |
| S-11   | Overhead 3 Months Due To Design Change (Time Related Overhead)  | 3 | 0 | 3 19 | 6 | EA | \$ 7,154.45    | \$ 22,838.32   | 37 |  |
| S-114  | Interest for late payments per the State requirements   | 0 | 0 | 1    | 1 | LS | \$ 12,464.00   | \$ 12,464.00   | 0  |  |
| S-117  | AC pavement material increased due to oil index increased   | 0 | 0 | 1    | 1 | LS | \$ 9,244.00    | \$ 9,244.00    | 0  |  |
|  | <b>Subtotal</b>   |   |   |      |   |    |                | \$ 71,831.06   |    |  |
| <b>Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rayo)</b> |   |   |   |      |   |    |                |                |    |  |
|  | <b>UNFORESEEN</b>   |   |   |      |   |    |                |                |    |  |
| S-84   | Eliminated - Credit for Wall C Changes-COR 007  | 0 | 0 | 1    | 1 | LS | \$ (1,598.49)  | \$ (1,598.49)  | 0  |  |
|  | <b>MISC. OVERHEAD COSTS</b>   |   |   |      |   |    |                |                |    |  |
| S-13   | Overhead 3 Months Due To Design Change (Time Related Overhead)  | 3 | 0 | 3 19 | 6 | EA | \$ 7,154.45    | \$ 22,838.31   | 36 |  |
| S-115  | Interest for late payments per the State requirements   | 0 | 0 | 1    | 1 | LS | \$ 12,464.00   | \$ 12,464.00   | 0  |  |
| S-118  | AC pavement material increased due to oil index increased   | 0 | 0 | 1    | 1 | LS | \$ 9,244.00    | \$ 9,244.00    | 0  |  |
|  | <b>Subtotal</b>   |   |   |      |   |    |                | \$ 42,947.82   |    |  |

Total Change Order: **\$ 312,185.06** 110

Approval recommended by  
Mazen Mneimneh, Construction Manager

Date

Approval recommended by  
Kenneth Tang and Jose Loera, Senior Engineer

Date

Approval recommended by  
Emilio Murga, Consultant City Engineer/Jose Loera, City Traffic Engineer

Date

Approved by  
Arturo Cervantes, Director of Public Works/City Engineer

Date





CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 6

Date: May 5, 2020

Project: Firestone Boulevard Regional Corridor Capacity Enhancements Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No. : 3389

Purchase Order No. 0004507

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, Installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in strength requirement for PCC pavement mix design.

|  | Cost             | (working days) |
|--|------------------|----------------|
| Original contract amount:  | \$ 13,278,631.92 | 280            |
| Previous Change Orders amounts:                                      | \$ 1,895,716.74  | 110            |
| This Change Order (No. 6) amount:                                    | \$ (843,410.38)  | 0              |
| Total increase to contract (all change orders) to date:              | \$ 1,052,306.36  | 110            |
| Revised total contract amount:                                       | \$ 14,330,938.28 | 390            |
| Percentage of total (Increase/ decrease) to contract amount to date: | 7.92%            |                |

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

| Changes in Bid Item Quantities - COST   |   |          |                       |                            |                                  |                   |                        |                        |  |
|---|---|----------|-----------------------|----------------------------|----------------------------------|-------------------|------------------------|------------------------|--|
| Item No.  | Description                                     | Contract | Previous Change Order | THIS Change Order Quantity | Total Adjusted Contract Quantity | Unit Cost         | Change Order Cost      | Time Ext. Working Days |  |
| <b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b> |   |          |                       |                            |                                  |                   |                        |                        |  |
| <b>ELECTRICAL/CAMERAS</b>   |   |          |                       |                            |                                  |                   |                        |                        |  |
| S-5   | Install IP Surveillance Cameras (Police)        | 3        | 0                     | -2.80                      | 0.20                             | EA \$ 27,053.87   | \$ (75,880.58)         | 0                      |  |
| S-6   | 3" PVC Conduit for LA County Fiber Optic        | 1        | 0                     | -0.46                      | 0.54                             | LS \$ 24,300.00   | \$ (11,086.05)         | 0                      |  |
| S-16  | Added 1 dual photocells at Santa Fe             | 1        | 0                     | -1                         | 0                                | LS \$ 2,500.00    | \$ (2,500.00)          | 0                      |  |
| S-17  | Remove/Repair Shallow Com Lines for Grinding    | 1        | 0                     | -0.69                      | 0.31                             | LS \$ 65,000.00   | \$ (44,880.79)         | 0                      |  |
| S-70  | Landscape Electrical Raceway                    | 0        | 0                     | 1                          | 1                                | LS \$ (30,835.39) | \$ (30,835.39)         | 0                      |  |
| <b>ADDITIONAL IMPROVEMENTS</b>  |   |          |                       |                            |                                  |                   |                        |                        |  |
| S-14  | Added sidewalk concrete ( DG to PCC at Benches) | 261      | 0                     | -261                       | 0                                | SF \$ 11.50       | \$ (3,000.00)          | 0                      |  |
| S-15  | Repair JPCP due to existing potholes            | 1        | 0                     | -1                         | 0                                | LS \$ 30,000.00   | \$ (30,000.00)         | 0                      |  |
| S-18  | Added ADA Ramp at Long Beach                    | 1        | 0                     | -1                         | 0                                | EA \$ 4,200.00    | \$ (4,200.00)          | 0                      |  |
| S-19  | Added ADA Ramp at Victoria                      | 2        | 0                     | -2                         | 0                                | EA \$ 4,200.00    | \$ (8,400.00)          | 0                      |  |
| S-20  | Added ADA Ramp w/handrail at San Antonio        | 1        | 0                     | -1                         | 0                                | EA \$ 6,000.00    | \$ (6,000.00)          | 0                      |  |
| S-22  | Chipped Down PCC Blanket at Virginia            | 1        | 0                     | -0.02                      | 0.98                             | LS \$ 1,083.64    | \$ (21.38)             | 0                      |  |
| S-23  | Added Bench and Trash Receptacle Foundation     | 1        | 0                     | -1                         | 0                                | LS \$ 14,512.65   | \$ (14,512.65)         | 0                      |  |
| S-24  | Added Box Trees                                 | 1        | 0                     | -0.29                      | 0.71                             | LS \$ 20,393.00   | \$ (5,994.68)          | 0                      |  |
| S-25  | Installed Project Signs                         | 4        | 0                     | -0.67                      | 3.33                             | EA \$ 656.68      | \$ (437.77)            | 0                      |  |
| S-26  | Construct Sidewalk & Driveway at Gardenview     | 1        | 0                     | 0.28                       | 1.28                             | LS \$ 10,000.00   | \$ 2,768.82            | 0                      |  |
| S-27  | Construct ADA Curb Ramps at Gardenview          | 1        | 0                     | -1                         | 0                                | LS \$ 25,000.00   | \$ (25,000.00)         | 0                      |  |
| S-28  | Construct Sidewalk & Driveway 2742 Firestone    | 1        | 0                     | -1                         | 0                                | LS \$ 8,000.00    | \$ (8,000.00)          | 0                      |  |
| S-29  | Reconstruct ADA Ramps at 3300 & 3400 Firestone  | 2        | 0                     | -2                         | 0                                | EA \$ 5,000.00    | \$ (10,000.00)         | 0                      |  |
| <b>UNFORSEEN</b>  |   |          |                       |                            |                                  |                   |                        |                        |  |
| S-30  | Additional Potholing (*)                        | 10       | 0                     | -10                        | 0                                | EA \$ 1,229.14    | \$ (12,291.40)         | 0                      |  |
| S-31  | T&M - Traffic Signal Repair                     | 1        | 0                     | -0.08                      | 1                                | LS \$ 4,132.38    | \$ (333.24)            | 0                      |  |
| S-32  | T&M - Removed 2 foundations at curb ramps       | 1        | 0                     | -0.85                      | 0.15                             | LS \$ 6,091.99    | \$ (5,191.99)          | 0                      |  |
| S-35  | T&M - Added Traffic Control/Utility Conflicts   | 1        | 0                     | -0.16                      | 0.84                             | LS \$ 11,327.35   | \$ (1,804.70)          | 0                      |  |
| S-36  | T&M - Traffic Control Pour                      | 2        | 0                     | -2                         | 0                                | LS \$ 2,000.00    | \$ (4,000.00)          | 0                      |  |
| S-37  | Installed 3 pull boxes - Sculptures             | 3        | 0                     | -0.66                      | 2.34                             | EA \$ 7,000.00    | \$ (4,625.35)          | 0                      |  |
| S-63  | Construct Full Depth 12" AC at Garden View      | 1        | 0                     | -1                         | 0                                | LS \$ 20,000.00   | \$ (20,000.00)         | 0                      |  |
| S-64  | Taper Grinding Box Culvert at Victoria Ave      | 1        | 0                     | -1                         | 0                                | LS \$ 20,000.00   | \$ (20,000.00)         | 0                      |  |
| S-65  | Street Light Obstructions (Santa Fe etc.)       | 1        | 0                     | -1                         | 0                                | LS \$ 15,000.00   | \$ (15,000.00)         | 0                      |  |
| <b>Subtotal</b>   |   |          |                       |                            |                                  |                   | <b>\$ (361,227.15)</b> |                        |  |

**Bid Schedule "B" for Segment 2 (Measure R - California to Annetta)**

| <b>ELECTRICAL/CAMERAS</b>      |  |     |   |       |       |    |                |                |                     |  |
|--------------------------------|--|-----|---|-------|-------|----|----------------|----------------|---------------------|--|
| S-9                            | Install IP Surveillance Cameras (Police)         | 2   | 0 | -2    | 0     | EA | \$ 27,053.87   | \$ (54,107.74) | 0                   |  |
| S-10                           | 3" PVC Conduit for future LA County Fiber Optic  | 1   | 0 | -1    | 0     | LS | \$ 44,100.00   | \$ (44,100.00) | 0                   |  |
| S-40                           | Remove/Repair Shallow Com Lines for Grinding     | 1   | 0 | -0.93 | 0.07  | LS | \$ 75,000.00   | \$ (69,551.15) | 0                   |  |
| S-41                           | Switched from PVC to GRC at San Juan             | 1   | 0 | 1.27  | 2.27  | LS | \$ 4,160.79    | \$ 5,292.34    | 0                   |  |
| S-42                           | Added Conduits and Pull boxes as per LACDPW      | 1   | 0 | -1    | 0     | LS | \$ 13,083.12   | \$ (13,083.12) | 0                   |  |
| S-71                           | Landscape Electrical Raceway                     | 0   | 0 | 1     | 1     | LS | \$ (30,835.39) | \$ (30,835.39) | 0                   |  |
| <b>ADDITIONAL IMPROVEMENTS</b> |  |     |   |       |       |    |                |                |                     |  |
| S-38                           | Added sidewalk concrete ( DG to PCC at Benches)  | 261 | 0 | -261  | 0     | SF | \$ 11.50       | \$ (3,000.00)  | 0                   |  |
| S-39                           | Repair JPCP due to existing potholes             | 1   | 0 | -1    | 0     | LS | \$ 2,500.00    | \$ (2,500.00)  | 0                   |  |
| S-43                           | Added ADA Ramp at Alexander                      | 1   | 0 | -1    | 0     | EA | \$ 4,200.00    | \$ (4,200.00)  | 0                   |  |
| S-44                           | Added Bench and Trash Receptacle foundation      | 1   | 0 | -1    | 0     | LS | \$ 14,512.65   | \$ (14,512.65) | 0                   |  |
| S-45                           | Installed Project Signs                          | 2   | 0 | -1.33 | -3.33 | EA | \$ 656.68      | \$ 875.59      | 0                   |  |
| S-46                           | San Juan Pole relocation - Potholing             | 1   | 0 | -1    | 0     | EA | \$ 1,500.00    | \$ (1,500.00)  | 0                   |  |
| S-47                           | Relocate Decorative Street Light from OH lines   | 1   | 0 | -1    | 0     | LS | \$ 10,000.00   | \$ (10,000.00) | 0                   |  |
| S-66                           | Construct Additional Pavement at California Ave. | 1   | 0 | -1    | -1    | LS | \$ 20,000.00   | \$ (20,000.00) | 0                   |  |
| S-67                           | Relocate Pole At Alexandre Ave                   | 1   | 0 | -1    | 0     | LS | \$ 10,000.00   | \$ (10,000.00) | 0                   |  |
| S-68                           | Construct Drainage Inlet Under sidewalk          | 1   | 0 | -1    | 0     | LS | \$ 20,000.00   | \$ (20,000.00) | 0                   |  |
| <b>UNFORSEEN</b>               |  |     |   |       |       |    |                |                |                     |  |
| S-49                           | Additional Potholing                             | 10  | 0 | -5.28 | 4.72  | EA | \$ 1,229.14    | \$ (6,487.54)  | 0                   |  |
| S-50                           | T&M - Utilities Conflicts                        | 1   | 0 | -0.34 | 0.66  | LS | \$ 8,872.60    | \$ (3,015.03)  | 0                   |  |
| S-51                           | T&M - Median Issues                              | 1   | 0 | -0.34 | 0.66  | LS | \$ 1,779.48    | \$ (600.00)    | 0                   |  |
| S-52                           | T&M - Traffic Control Pour                       | 2   | 0 | -2    | 0     | LS | \$ 2,000.00    | \$ (4,000.00)  | 0                   |  |
| S-53                           | Relocate ORB Printing Light & Tree               | 1   | 0 | -0.95 | 0.05  | LS | \$ 20,000.00   | \$ (19,011.73) | 0                   |  |
| S-54                           | Improve Oris Sidewalk and Add Tree               | 1   | 0 | -1    | -1    | LS | \$ 40,000.00   | \$ (40,000.00) | 0                   |  |
| S-55                           | Remove Existing Parkway Trees                    | 5   | 0 | -5    | 0     | LS | \$ 925.00      | \$ (4,625.00)  | 0                   |  |
| S-56                           | Installed 3 pull boxes - Sculptures              | 2   | 0 | -0.25 | 1.75  | EA | \$ 7,000.00    | \$ (1,732.47)  | 0                   |  |
| <b>Subtotal</b>                |  |     |   |       |       |    |                | \$             | <b>(370,693.89)</b> |  |

**Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rayo)**

| <b>ELECTRICAL/CAMERAS</b> |  |   |   |       |      |    |                |                |                     |  |
|---------------------------|--|---|---|-------|------|----|----------------|----------------|---------------------|--|
| S-12                      | Install IP Surveillance Cameras (Police)   | 2 | 0 | -2    | 0    | EA | \$ 27,053.87   | \$ (54,107.74) | 0                   |  |
| S-69                      | Install VDS camera at Rayo Avenue  | 1 | 0 | -1    | -1   | LS | \$ 14,369.78   | \$ (14,369.78) | 0                   |  |
| <b>UNFORSEEN</b>          |  |   |   |       |      |    |                |                |                     |  |
| S-57                      | T&M - PCC Buried Roadbed   | 1 | 0 | -0.32 | 0.68 | LS | \$ 21,543.99   | \$ (6,812.33)  | 0                   |  |
| S-58                      | Installed Project Signs  | 4 | 0 | -0.67 | 3.33 | EA | \$ 656.68      | \$ (437.77)    | 0                   |  |
| S-59                      | Installed 3 pull boxes - Sculptures  | 1 | 0 | -0.68 | 0.32 | EA | \$ 7,000.00    | \$ (4,768.72)  | 0                   |  |
| S-100                     | Schedule C Revisions per RFI 94 Response - COR 090 - Revisions due to scope change by the City | 0 | 0 | 0.71  | 0.71 | LS | \$ (43,953.00) | \$ (30,993.00) | 0                   |  |
| <b>Subtotal</b>           |  |   |   |       |      |    |                | \$             | <b>(111,489.34)</b> |  |

**Total Change Order: \$ (843,410.38) 0**

Approval recommended by  
Mazen Mneimneh, Construction Manager

Date: \_\_\_\_\_

Approval recommended by  
Kenneth Tang and Jose Loera, Senior Engineer

Date: \_\_\_\_\_

Approval recommended by  
Emilio Murga, Consultant City Engineer/Jose Loera, City Traffic Engineer

Date: \_\_\_\_\_

Approved by  
Arturo Cervantes, Director of Public Works/City Engineer

Date: \_\_\_\_\_

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CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 7

Date:

May 5, 2020

Project: Firestone Boulevard Regional Corridor Capacity Enhancements Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No. : 3389

Purchase Order No.

0004507

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, Installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in strenght requirement for PCC pavement mix design.

|   | Cost             | (working days) |
|---|------------------|----------------|
| Original contract amount  | \$ 13,278,631.92 | 280            |
| Previous Change Orders amounts                                      | \$ 1,052,306.36  | 110            |
| This Change Order (No. 7) amount                                    | \$ 672,820.28    | 0              |
| Total increase to contract (all change orders) to date              | \$ 1,725,126.64  | 110            |
| Revised total contract amount                                       | \$ 15,003,758.56 | 390            |
| Percentage of total (Increase/ decrease) to contract amount to date | 12.99%           |                |

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

Changes in Bid Item Quantities - COST

| Item No.  | Description  | Contract | Previous Change Order | THIS Change Order Quantity | Total Adjusted Contract Quantity | Unit Cost      | Change Order Cost | Time Ext. Working Days |
|---|--|----------|-----------------------|----------------------------|----------------------------------|----------------|-------------------|------------------------|
| <b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b> |  |          |                       |                            |                                  |                |                   |                        |
| <b>QUANTITY ADJUSTMENT</b>  |  |          |                       |                            |                                  |                |                   |                        |
| 8   | Double Adjust Water Valve Box, Can, and Cap to Finished Grade                                    | 22       | 0                     | 5.50                       | 27.50                            | EA \$ 250.00   | \$ 1,375.00       | 0                      |
|   |  | 0        | 0                     | 41.50                      | 41.50                            | EA \$ 212.39   | \$ 8,814.19       | 0                      |
| 13  | Remove Concrete Sidewalk   | 3,020    | 0                     | 755.00                     | 3,775.00                         | SF \$ 5.00     | \$ 3,775.00       | 0                      |
|   |  | 1,177    | 0                     | -1,177.22                  | 0.00                             | SF \$ 5.00     | \$ (5,886.10)     | 0                      |
|   |  | 0        | 0                     | 3,847.26                   | 3,847.26                         | SF \$ 5.50     | \$ 21,159.93      | 0                      |
| 14  | Remove Curb and Gutter   | 610      | 0                     | 152.50                     | 762.50                           | LF \$ 22.00    | \$ 3,355.00       | 0                      |
|   |  | 235      | 0                     | -235.00                    | 0.00                             | LF \$ 22.00    | \$ (5,170.00)     | 0                      |
|   |  | 0        | 0                     | 509.01                     | 509.01                           | LF \$ 24.20    | \$ 12,318.04      | 0                      |
| 15  | Remove Driveway Approach   | 740      | 0                     | 185.00                     | 925.00                           | SF \$ 9.00     | \$ 1,665.00       | 0                      |
|   |  | 1,001    | 0                     | -1,000.78                  | 0.00                             | SF \$ 9.00     | \$ (9,007.02)     | 0                      |
|   |  | 0        | 0                     | 1,366.65                   | 1,366.65                         | SF \$ 7.96     | \$ 10,878.53      | 0                      |
| 18  | Cold Mill Existing AC, 2 INCH to 3 INCH Varying Thickness  | 140,150  | 0                     | 15,886.00                  | 156,036.00                       | SF \$ 0.40     | \$ 6,354.40       | 0                      |
| 23  | Remove And Reconstruct Jointed Plain Concrete Pavement (JPCP)                                    | 2,090    | 0                     | 522.50                     | 2,612.50                         | SF \$ 30.00    | \$ 15,675.00      | 0                      |
|   |  | 0        | 0                     | 2,549.83                   | 2,549.83                         | SF \$ 33.00    | \$ 84,144.39      | 0                      |
| 26  | Construct 3/8 INCH Asphalt Rubber Aggregate Membrane (ARAM)                                      | 191,600  | 0                     | 47,900.00                  | 239,500.00                       | SF \$ 1.00     | \$ 47,900.00      | 0                      |
|   |  | 0        | 0                     | 63,359.00                  | 63,359.00                        | SF \$ 0.58     | \$ 36,748.22      | 0                      |
| 29  | Construct Median A1-6 Curb Per SPPWC Std Plan No 120-2   | 8,040    | 0                     | 273.08                     | 8,313.08                         | LF \$ 35.00    | \$ 9,557.80       | 0                      |
| 30  | Construct Type A2-8 Curb Per SPPWC Std Plan No 120-2   | 610      | 0                     | 152.50                     | 762.50                           | LF \$ 104.00   | \$ 15,860.00      | 0                      |
|   |  | 235      | 0                     | -235.00                    | 0.00                             | LF \$ 104.00   | \$ (24,440.00)    | 0                      |
|   |  | 0        | 0                     | 504.01                     | 504.01                           | LF \$ 114.40   | \$ 57,658.74      | 0                      |
| 31  | Construct Curb Ramp Per SPPWC 111-5 Case and Type Per Plan, including detectable warning surface | 34       | 0                     | 5.00                       | 39.00                            | EA \$ 4,200.00 | \$ 21,000.00      | 0                      |
| 32  | Construct PCC Driveway Approach, Per SPPWC std 110-2 Mod per Detail on Sheet C-9                 | 740      | 0                     | 179.78                     | 919.78                           | SF \$ 14.00    | \$ 2,516.92       | 0                      |
| 33  | Construct PCC Sidewalk Per SPPWC Std Plan No 112-2 over 6 INCH compacted AB                      | 3,020    | 0                     | 755.00                     | 3,775.00                         | SF \$ 11.50    | \$ 8,682.50       | 0                      |
|   |  | 2,448    | 0                     | -2,448.00                  | 0.00                             | SF \$ 11.50    | \$ (28,152.00)    | 0                      |
|   |  | 0        | 0                     | 4,730.34                   | 4,730.34                         | SF \$ 12.65    | \$ 59,838.80      | 0                      |
| 35  | Install Sign & Post  | 12       | 0                     | 1.00                       | 13.00                            | EA \$ 320.00   | \$ 320.00         | 0                      |
| 46  | Install #5 Pull Box for Street Lighting  | 77       | 0                     | 2.00                       | 79.00                            | EA \$ 700.00   | \$ 1,400.00       | 0                      |
| 47  | Install #6 Pull Box for Street Lighting  | 4        | 0                     | 1.00                       | 5.00                             | EA \$ 800.00   | \$ 800.00         | 0                      |
|   |  | 0        | 0                     | 1.00                       | 1.00                             | EA \$ 783.83   | \$ 783.83         | 0                      |
| 48  | Install Wiring for Street Lighting   | 7,625    | 0                     | 134.00                     | 7,759.00                         | LF \$ 2.00     | \$ 268.00         | 0                      |
| 51  | Install 1-1/2" PVC Conduit for Street Lighting   | 260      | 0                     | 10.00                      | 270.00                           | LF \$ 82.00    | \$ 820.00         | 0                      |
| 53  | Install 3" PVC Conduit for Street Lighting   | 450      | 0                     | 112.50                     | 562.50                           | LF \$ 34.00    | \$ 3,825.00       | 0                      |
|   |  | 294      | 0                     | -294.00                    | 0.00                             | LF \$ 34.00    | \$ (9,996.00)     | 0                      |
|   |  | 0        | 0                     | 433.50                     | 433.50                           | LF \$ 32.55    | \$ 14,110.43      | 0                      |

12



|          |   |       |   |        |          |    |             |               |   |
|----------|---|-------|---|--------|----------|----|-------------|---------------|---|
| 58       | Construct 3' x 9' Tree Well                               | 164   | 0 | 3.00   | 167.00   | EA | \$ 550.00   | \$ 1,650.00   | 0 |
| 59       | Remove Existing Tree Well And Construct                   | 100   | 0 | 25.00  | 125.00   | SF | \$ 33.00    | \$ 825.00     | 0 |
|          |   | 78    | 0 | -78.00 | 0.00     | SF | \$ 33.00    | \$ (2,574.00) | 0 |
|          |   | 0     | 0 | 53.00  | 53.00    | SF | \$ 16.64    | \$ 881.92     | 0 |
| 63       | Remove Existing, Furnish And Install New Trash Receptacle | 25    | 0 | 4.00   | 29.00    | EA | \$ 1,200.00 | \$ 4,800.00   | 0 |
| 64       | Furnish And Install Bench                                 | 24    | 0 | 3.00   | 27.00    | EA | \$ 850.00   | \$ 2,550.00   | 0 |
| 65       | Furnish And Install Bike Rack                             | 72    | 0 | 14.00  | 86.00    | EA | \$ 700.00   | \$ 9,800.00   | 0 |
| 69       | Furnish And Install Class "A" Topsoil                     | 1,449 | 0 | 110.33 | 1,559.33 | CY | \$ 56.00    | \$ 6,178.48   | 0 |
| Subtotal |   |       |   |        |          |    |             | \$ 393,065.00 |   |

**Bid Schedule "B" for Segment 2 (Measure R - California to Annetta)**

| QUANTITY ADJUSTMENT |  |        |   |           |            |    |             |               |   |
|---------------------|--|--------|---|-----------|------------|----|-------------|---------------|---|
| 78                  | Double Adjust Existing Manhole Frames and Covers to Finished Grade   | 11     | 0 | 9.00      | 20.00      | EA | \$ 1,250.00 | \$ 11,250.00  | 0 |
| 79                  | Double Adjust Existing Manhole Frames and Covers to Finished Grade Contractor to Coordinate with Applicable Agency | 13     | 0 | 9.00      | 22.00      | EA | \$ 1,250.00 | \$ 11,250.00  | 0 |
| 80                  | Double Adjust Water Valve Box, Can, and Cap to Finished Grade  | 8      | 0 | 2.00      | 10.00      | EA | \$ 300.00   | \$ 600.00     | 0 |
|                     |  | 0      | 0 | 20.00     | 20.00      | EA | \$ 193.08   | \$ 3,861.60   | 0 |
| 85                  | Remove Concrete Sidewalk   | 1,870  | 0 | 467.50    | 2,337.50   | SF | \$ 3.60     | \$ 1,683.00   | 0 |
|                     |  | 0      | 0 | 187.07    | 187.07     | SF | \$ 3.96     | \$ 740.80     | 0 |
| 86                  | Remove Curb and Gutter   | 1,080  | 0 | 270.00    | 1,350.00   | LF | \$ 12.00    | \$ 3,240.00   | 0 |
|                     |  | 0      | 0 | 263.00    | 263.00     | LF | \$ 13.20    | \$ 3,471.60   | 0 |
| 87                  | Unclassified Excavation  | 940    | 0 | 235.00    | 1,175.00   | CY | \$ 60.00    | \$ 14,100.00  | 0 |
|                     |  | 0      | 0 | 0.00      | 0.00       | CY | \$ 66.00    | \$ -          | 0 |
| 92A                 | Construct Slurry Seal over Existing Roadway  | 99,200 | 0 | 16,965.00 | 116,165.00 | SF | \$ 0.59     | \$ 10,009.35  | 0 |
| 93                  | Construct Median A1-6 Curb Per SPPWC Std Plan No 120-2   | 3,990  | 0 | 571.51    | 4,561.51   | LF | \$ 33.00    | \$ 18,859.83  | 0 |
| 94                  | Construct Type A2-8 Curb & Gutter Per SPPWC Std Plan No 120-2  | 1,080  | 0 | 270.00    | 1,350.00   | LF | \$ 70.00    | \$ 18,900.00  | 0 |
|                     |  | 0      | 0 | 263.00    | 263.00     | LF | \$ 33.17    | \$ 8,723.71   | 0 |
| 96                  | Construct PCC Sidewalk Per SPPWC Std Plan No 112-2 Over 6 INCH Compacted AB  | 1,870  | 0 | 467.50    | 2,337.50   | SF | \$ 11.60    | \$ 5,423.00   | 0 |
|                     |  | 0      | 0 | 253.07    | 253.07     | SF | \$ 12.76    | \$ 3,229.17   | 0 |
| 97                  | Construct Handrail Per SPPWC Std 606-4   | 10     | 0 | 42.50     | 52.50      | LF | \$ 300.00   | \$ 12,750.00  | 0 |
| 109                 | Remove Sign And Post   | 4      | 0 | 1.00      | 5.00       | EA | \$ 65.00    | \$ 65.00      | 0 |
| 111                 | Striping Removals  | 4,260  | 0 | 2,704.00  | 6,964.00   | SF | \$ 3.00     | \$ 8,112.00   | 0 |
| 117                 | Install #5 Pull Box for Street Lighting  | 39     | 0 | 1.00      | 40.00      | EA | \$ 700.00   | \$ 700.00     | 0 |
|                     |  | 300    | 0 | 75.00     | 375.00     | LF | \$ 30.00    | \$ 2,250.00   | 0 |
|                     |  | 308    | 0 | -308.00   | 0.00       | LF | \$ 30.00    | \$ (9,240.00) | 0 |
| 125                 | Install 3" PVC Conduit For Street Lighting   | 0      | 0 | 351.00    | 351.00     | LF | \$ 28.80    | \$ 10,108.80  | 0 |
|                     |  | 850    | 0 | 212.50    | 1,062.50   | SF | \$ 15.00    | \$ 3,187.50   | 0 |
| 129                 | Construct Rock Blanket Cobblestone Paving  | 0      | 0 | 7,174.00  | 7,174.00   | SF | \$ 11.07    | \$ 79,416.18  | 0 |
|                     |  | 9      | 0 | 2.25      | 11.25      | EA | \$ 925.00   | \$ 2,081.25   | 0 |
| 132                 | Remove Existing Median Tree Or Parkway Tree  | 0      | 0 | 2.75      | 2.75       | EA | \$ 834.75   | \$ 2,295.56   | 0 |
|                     |  | 26     | 0 | 4.00      | 30.00      | LF | \$ 56.00    | \$ 224.00     | 0 |
| Subtotal            |  |        |   |           |            |    |             | \$ 227,292.35 |   |

**Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rayo)**

| QUANTITY ADJUSTMENT |  |        |   |          |           |    |             |             |   |
|---------------------|--|--------|---|----------|-----------|----|-------------|-------------|---|
| 152                 | Double Adjust Existing Manhole Frames and Covers to Finished Grade Contractor to Coordinate with Applicable Agency | 2      | 0 | 1.00     | 3.00      | EA | \$ 1,400.00 | \$ 1,400.00 | 0 |
| 153                 | Double Adjust Water Valve Box, Can, and Cap to Finished Grade  | 8      | 0 | 2.00     | 10.00     | EA | \$ 175.00   | \$ 350.00   | 0 |
|                     |  | 0      | 0 | 14.00    | 14.00     | EA | \$ 107.92   | \$ 1,510.88 | 0 |
| 158                 | Cold Mill Existing AC 2-INCH To 3-INCH Varying Thickness   | 28,850 | 0 | 2,014.00 | 30,864.00 | SF | \$ 0.52     | \$ 1,047.28 | 0 |
| 159                 | Remove And Reconstruct AC Pavement - 6.5 INCH Over 13 INCH Thick CMB Over 95% Relatively Compacted Subgrade        | 45,210 | 0 | 1,001.49 | 46,211.49 | SF | \$ 9.00     | \$ 9,013.41 | 0 |
| 164                 | Construct PCC Sidewalk Per SPPWC Std Plan No 112-2 Over 6 INCH Compacted CMB                                       | 130    | 0 | 32.50    | 162.50    | SF | \$ 19.00    | \$ 617.50   | 0 |
|                     |  | 0      | 0 | 268.73   | 268.73    | SF | \$ 13.64    | \$ 3,665.48 | 0 |
| 176                 | Construct 4" Thick Stamped Colored Concrete Maintenance Walk/Paving  | 1,120  | 0 | 86.00    | 1,206.00  | SF | \$ 18.00    | \$ 1,548.00 | 0 |
| 183                 | Furnish And Install Class "A" Topsoil  | 195    | 0 | 48.75    | 243.75    | CY | \$ 71.00    | \$ 3,461.25 | 0 |
|                     |  | 0      | 0 | 154.4    | 154.40    | CY | \$ 19.40    | \$ 2,995.36 | 0 |

|                 |   |    |   |       |       |    |              |               |   |
|-----------------|---|----|---|-------|-------|----|--------------|---------------|---|
| 185             | Furnish And Install Irrigation System   | -1 | 0 | 0.05  | -0.95 | LS | \$ 13,600.00 | \$ 640.02     | 0 |
| 188             | Remove Existing Precision CMU Wall And Replace With Fluted CMU Wall To Match Existing | 40 | 0 | -3.75 | 36.25 | LF | \$ 615.00    | \$ (2,306.25) | 0 |
|                 |   | -1 | 0 | 1.0   | 0.00  | LS | \$ 24,600.00 | \$ 24,600.00  | 0 |
| 189             | Remove Existing Chain Link Fence And Replace With Fluted CMU Wall To Match Existing   | 15 | 0 | -8.00 | 7.00  | LF | \$ 560.00    | \$ (4,480.00) | 0 |
|                 |   | -1 | 0 | 1.0   | 0.00  | LS | \$ 8,400.00  | \$ 8,400.00   | 0 |
| <b>Subtotal</b> |   |    |   |       |       |    |              | \$ 52,462.93  |   |

Total Change Order: \$ 672,820.28 0

Approval recommended by: \_\_\_\_\_  
Mazen Mneimneh, Construction Manager

Date: \_\_\_\_\_

Approval recommended by: \_\_\_\_\_  
Kenneth Tang and Jose Loera, Senior Engineer

Date: \_\_\_\_\_

Approval recommended by: \_\_\_\_\_  
Emilio Murga, Consultant City Engineer/Jose Loera, City Traffic Engineer

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Arturo Cervantes, Director of Public Works/City Engineer

Date: \_\_\_\_\_



CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 8

Date:

May 5, 2020

Project: Firestone Boulevard Regional Corridor Capacity Enhancements Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No. : 3389

Purchase Order No.

0004507

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in strength requirement for PCC pavement mix design.

|  | Cost              | (working days) |
|--|-------------------|----------------|
| Original contract amount:  | \$ 13,278,631.92  | 280            |
| Previous Change Orders amounts:                                      | \$ 1,725,126.64   | 110            |
| This Change Order (No. 8) amount:                                    | \$ (1,025,403.03) | 0              |
| Total increase to contract (all change orders) to date:              | \$ 699,723.61     | 110            |
| Revised total contract amount:                                       | \$ 13,978,355.53  | 390            |
| Percentage of total (increase/ decrease) to contract amount to date: |                   | 5.27%          |

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

| Changes in Bid Item Quantities - COST   |  |          |                       |                            |                                  |           |                   |                        |   |
|---|--|----------|-----------------------|----------------------------|----------------------------------|-----------|-------------------|------------------------|---|
| Item No.  | Description  | Contract | Previous Change Order | THIS Change Order Quantity | Total Adjusted Contract Quantity | Unit Cost | Change Order Cost | Time Ext. Working Days |   |
| <b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b> |  |          |                       |                            |                                  |           |                   |                        |   |
| <b>QUANTITY ADJUSTMENT</b>  |  |          |                       |                            |                                  |           |                   |                        |   |
| 6   | Construct Slurry Seal over Existing Roadway  | 36       | 0                     | -5.00                      | 31.00                            | EA        | \$ 750.00         | \$ (3,750.00)          | 0 |
| 7   | Double Adjust Existing Manhole Frames and Covers to Finished Grade Contractor to Coordinate with Applicable Agency | 24       | 0                     | -6.00                      | 18.00                            | EA        | \$ 1,200.00       | \$ (7,200.00)          | 0 |
| 9   | Remove and Replace Fire Hydrant  | 2        | 0                     | -2.00                      | 0.00                             | EA        | \$ 4,400.00       | \$ (8,800.00)          | 0 |
|   |  | 0        | 0                     | 1.00                       | 1.00                             | EA        | \$ 5,280.00       | \$ 5,280.00            | 0 |
| 16  | Unclassified Excavation  | 3,740    | 0                     | -3,740.00                  | 0.00                             | CY        | \$ 42.00          | \$ (157,080.00)        | 0 |
|   |  | 0        | 0                     | 1,974.34                   | 1,974.34                         | CY        | \$ 50.40          | \$ 99,506.74           | 0 |
| 17  | Cold Mill Existing AC, 2 INCH Uniform Thickness  | 76,240   | 0                     | -16,130.00                 | 60,110.00                        | SF        | \$ 0.25           | \$ (4,032.50)          | 0 |
| 19  | Cold Mill PCC - 3-1/8 INCH Uniform Thickness   | 7,860    | 0                     | -945.00                    | 6,915.00                         | SF        | \$ 1.35           | \$ (1,275.75)          | 0 |
| 20  | Taper Cold Mill Existing PCC - 0 to 3-1/8 INCH Varying Thickness   | 123,790  | 0                     | -10,753.00                 | 113,037.00                       | SF        | \$ 1.35           | \$ (14,516.55)         | 0 |
| 21  | Remove and Reconstruct AC Pavement (12 INCH over 8 INCH Thick 95% Relatively Compacted Subgrade)                   | 17,480   | 0                     | -17,480.00                 | 0.00                             | SF        | \$ 8.70           | \$ (152,076.00)        | 0 |
| 22  | PCC Diamond Grinding   | 5,000    | 0                     | -5,000.00                  | 0.00                             | SF        | \$ 4.80           | \$ (24,000.00)         | 0 |
| 24  | Construct Decorative Stamped Concrete Pavement   | 700      | 0                     | -223.00                    | 477.00                           | SF        | \$ 18.00          | \$ (4,014.00)          | 0 |
| 25  | Construct 3/4 INCH Leveling Course   | 1,520    | 0                     | -4.64                      | 1,515.36                         | TN        | \$ 113.00         | \$ (524.32)            | 0 |
| 27  | Construct Asphalt Rubber Hot Mix (ARHM) Overlay (2 INCH)   | 3,760    | 0                     | -84.90                     | 3,675.10                         | TN        | \$ 92.00          | \$ (7,810.80)          | 0 |
| 28  | Construct Asphalt Rubber Hot Mix (ARHM) Overlay (Varies 2 INCH - 3 INCH) and LECC Reinforcement                    | 4,100    | 0                     | -4,100.00                  | 0.00                             | TN        | \$ 73.00          | \$ (299,300.00)        | 0 |
|   |  | 0        | 0                     | 2,238.53                   | 2,238.53                         | TN        | \$ 87.60          | \$ 196,095.23          | 0 |
| 34  | Install Sign   | 205      | 0                     | -25.00                     | 180.00                           | EA        | \$ 170.00         | \$ (4,250.00)          | 0 |
| 36  | Remove Sign  | 165      | 0                     | -39.00                     | 126.00                           | EA        | \$ 21.00          | \$ (819.00)            | 0 |
| 37  | Install Curb Markings  | 105      | 0                     | -105.00                    | 0.00                             | LF        | \$ 3.00           | \$ (315.00)            | 0 |
| 56  | Construct Rock Blanket Cobblestone Paving  | 21,611   | 0                     | -4,269.83                  | 17,341.17                        | SF        | \$ 9.60           | \$ (40,990.37)         | 0 |
|   |  | 76       | 0                     | -76.00                     | 0.00                             | TN        | \$ 280.00         | \$ (21,280.00)         | 0 |
|   |  | 0        | 0                     | 36.00                      | 36.00                            | TN        | \$ 336.00         | \$ 12,096.00           | 0 |
| 61  | Remove And Construct Decomposed Granite And Planting Area At School Location                                       | 1,520    | 0                     | -1,520.00                  | 0.00                             | SF        | \$ 17.00          | \$ (25,840.00)         | 0 |
| 67  | Refurbish Existing Bus Shelter Advertisement Kiosk   | 5        | 0                     | -5.00                      | 0.00                             | EA        | \$ 7,500.00       | \$ (37,500.00)         | 0 |
|   | <b>Subtotal</b>  |          |                       |                            |                                  |           | \$                | <b>(502,396.32)</b>    |   |

15









CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 1

Date:

November 28, 2017

Project: Firestone Boulevard/ Rainbow Corridor Corridor Capacity Enhancements Project

City Project No.: No. 478-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No.:

Purchase Order No.

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in straight requirement for PCC pavement mix design.

|  | Cost             | (working days) |
|--|------------------|----------------|
| Original contract amount:  | \$ 13,378,631.92 | 280            |
| Previous Change Orders amounts:                                      | \$ -             | 0              |
| This Change Order (No. 1) amount:                                    | \$ 1,159,130.00  | 0              |
| Total increase to contract (all change orders) to date:              | \$ 1,159,130.00  | 0              |
| Revised total contract amount:                                       | \$ 14,437,761.92 | 280            |
| Percentage of total (increase/ decrease) to contract amount to date: | 8.73%            |                |

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

| Changes in Bid Item Quantities - COST   |   |          |                       |                            |                                  |           |                   |                        |          |
|---|---|----------|-----------------------|----------------------------|----------------------------------|-----------|-------------------|------------------------|----------|
| Item No.  | Description   | Contract | Previous Change Order | THIS Change Order Quantity | Total Adjusted Contract Quantity | Unit Cost | Change Order Cost | Time Est. Working Days |          |
| <b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b> |   |          |                       |                            |                                  |           |                   |                        |          |
| S-1   | Construct Bus Turnouts (Allowance)  | 0        | 0                     | 15                         | 15                               | EA        | \$ 36,000.00      | \$ 540,000.00          | 0        |
| S-2   | Install IP Surveillance System (Allowance)  | 0        | 0                     | 3                          | 3                                | EA        | \$ 20,000.00      | \$ 60,000.00           | 0        |
| S-3   | Install New CCTV Camera System (Allowance)  | 0        | 0                     | 2                          | 2                                | EA        | \$ 8,000.00       | \$ 16,000.00           | 0        |
| S-4   | Upgrade CCTV Camera System (Allowance)  | 0        | 0                     | 2                          | 2                                | EA        | \$ 3,500.00       | \$ 7,000.00            | 0        |
| S-5   | Construct Right Turn Lane and Student Loading Zone at Firestone Blvd and Dearborn Ave (Allowance) | 0        | 0                     | 1                          | 1                                | LS        | \$ 180,000.00     | \$ 180,000.00          | 0        |
| S-6   | Install 3" PVC Conduit and Pullboxes at Long Beach Blvd. (Allowance)                              | 0        | 0                     | 160                        | 160                              | LF        | \$ 45.00          | \$ 7,200.00            | 0        |
| S-7   | Install 3" PVC Conduit and pullboxes at Santa Fe Ave. (Allowance)                                 | 0        | 0                     | 110                        | 110                              | LF        | \$ 45.00          | \$ 4,950.00            | 0        |
|   | <b>Subtotal</b>   |          |                       |                            |                                  |           |                   | \$ 815,150.00          |          |
| <b>Bid Schedule "B" for Segment 2 (Measure R - California to Annetta)</b>         |   |          |                       |                            |                                  |           |                   |                        |          |
| S-8   | Construct Bus Turnouts (Allowance)  | 0        | 0                     | 11                         | 11                               | EA        | \$ 36,000.00      | \$ 396,000.00          | 0        |
| S-9   | Install IP Surveillance System (Allowance)  | 0        | 0                     | 3                          | 3                                | EA        | \$ 20,000.00      | \$ 60,000.00           | 0        |
| S-10  | Install New CCTV Camera System (Allowance)  | 0        | 0                     | 2                          | 2                                | EA        | \$ 8,000.00       | \$ 16,000.00           | 0        |
| S-11  | Upgrade CCTV Camera System (Allowance)  | 0        | 0                     | 1                          | 1                                | EA        | \$ 3,500.00       | \$ 3,500.00            | 0        |
| S-12  | Construct Right Turn Lane at SW corner Firestone Blvd and California Ave (Allowance)              | 0        | 0                     | 1                          | 1                                | LS        | \$ 300,000.00     | \$ 300,000.00          | 0        |
| S-13  | Install 3" PVC Conduit and pullboxes at San Miguel Ave. (Allowance)                               | 0        | 0                     | 850                        | 850                              | LF        | \$ 45.00          | \$ 38,250.00           | 0        |
| S-14  | Install 3" PVC Conduit and Pullboxes at Otis St. (Allowance)                                      | 0        | 0                     | 130                        | 130                              | LF        | \$ 45.00          | \$ 5,850.00            | 0        |
|   | <b>Subtotal</b>   |          |                       |                            |                                  |           |                   | \$ 819,600.00          |          |
| <b>Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rayo)</b>      |   |          |                       |                            |                                  |           |                   |                        |          |
| 190   | Construct Decorative Aluminum Railing   | 1,400    | 0                     | -1,400                     | 0                                | LF        | \$ 270.00         | \$ (378,000.00)        | 0        |
| S-15  | Install IP Surveillance System (Allowance)  | 0        | 0                     | 2                          | 2                                | EA        | \$ 20,000.00      | \$ 40,000.00           | 0        |
| S-16  | Install New CCTV Camera System (Allowance)  | 0        | 0                     | 1                          | 1                                | EA        | \$ 8,000.00       | \$ 8,000.00            | 0        |
|   | <b>Subtotal</b>   |          |                       |                            |                                  |           |                   | \$ (330,000.00)        |          |
| <b>Bid Schedule "D" for Recycle Water Pipeline</b>                                |   |          |                       |                            |                                  |           |                   |                        |          |
| 192   | Mobilization & Demobilization   | 1        | 0                     | -1                         | 0                                | LS        | \$ 5,000.00       | \$ (5,000.00)          | 0        |
| 193   | Furnish and install 8" DIP, Class 52 Water Main   | 140      | 0                     | -140                       | 0                                | LF        | \$ 380.00         | \$ (53,200.00)         | 0        |
| 194   | Furnish and install 3" Recycled Water Service   | 756      | 0                     | -756                       | 0                                | LF        | \$ 95.00          | \$ (71,820.00)         | 0        |
| 195   | Furnish and install 3" Recycled Water Meter and Box   | 1        | 0                     | -1                         | 0                                | EA        | \$ 6,000.00       | \$ (6,000.00)          | 0        |
| 196   | Utility Potholes  | 6        | 0                     | -6                         | 0                                | EA        | \$ 1,600.00       | \$ (9,600.00)          | 0        |
|   | <b>Subtotal</b>   |          |                       |                            |                                  |           |                   | \$ (145,620.00)        |          |
|   | <b>Grand Total</b>  |          |                       |                            |                                  |           |                   | \$ 1,159,130.00        |          |
| <b>Total Change Order:</b>  |   |          |                       |                            |                                  |           |                   | <b>\$ 1,159,130.00</b> | <b>0</b> |



Approval recommended by: *Kent Tang*  
Kenneth Tang, Senior Civil Engineer

Date: *1/16/2018*

Approval recommended by: *CH*  
Clint Herrera, Assistant Civil Engineer

Date: *1/18/18*

Approved by: *AC*  
Arturo Cervantes, Director of Public Works, Engineer

Date: *1/16/18*

Approved by: \_\_\_\_\_  
Jacquelyn Acosta, Director of Administrative Services

Date: \_\_\_\_\_



CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 1 (REVISED)

Date: November 28, 2017

Project: Firrestone Boulevard Regional Corridor Capacity Enhancement Project

REVISED Date: October 17, 2018

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No. : 3389

Purchase Order No. 0004507

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in straight requirement for PCC pavement mix design

|   | Cost             | (working days) |
|---|------------------|----------------|
| Original contract amount  | \$ 13,278,631.92 | 280            |
| Previous Change Orders amounts                                      | \$               | 0              |
| This Change Order (No. 1) amount                                    | \$ 508,405.97    | 0              |
| Total increase to contract (all change orders) to date              | \$ 508,405.97    | 0              |
| Revised total contract amount                                       | \$ 13,787,037.89 | 280            |
| Percentage of total (increase/ decrease) to contract amount to date | 3.83%            |                |

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

| Change in Bid Item Quantities - COST  |   |          |                       |                            |                                  |                  |                   |                        |  |
|---|---|----------|-----------------------|----------------------------|----------------------------------|------------------|-------------------|------------------------|--|
| Item No.  | Description   | Contract | Previous Change Order | THIS Change Order Quantity | Total Adjusted Contract Quantity | Unit Cost        | Change Order Cost | Time Est. Working Days |  |
| <b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b> |   |          |                       |                            |                                  |                  |                   |                        |  |
| S-1   | Construct Bus Turnout (#1 EB at Calden)             | 0        | 0                     | 1                          | 1                                | LS \$ 107,685.45 | \$ 107,685.45     | 0                      |  |
| S-2   | Construct Bus Turnout (#6-EB at Elizabeth)          | 0        | 0                     | 1                          | 1                                | LS \$ 118,960.75 | \$ 118,960.75     | 0                      |  |
| S-3   | Construct Bus Turnout (#5-WB at Elizabeth)          | 0        | 0                     | 1                          | 1                                | LS \$ 236,267.80 | \$ 236,267.80     | 0                      |  |
| S-4   | Construct Right Turn Pocket at Dearborn Ave         | 0        | 0                     | 1                          | 1                                | LS \$ 142,085.73 | \$ 142,085.73     | 0                      |  |
| S-5   | Install IP Surveillance Cameras (Police)            | 0        | 0                     | 3                          | 3                                | EA \$ 27,053.87  | \$ 81,161.61      | 0                      |  |
| S-6   | 3" PVC Conduit for LA County Fiber Optic            | 0        | 0                     | 1                          | 1                                | LS \$ 24,300.00  | \$ 24,300.00      | 0                      |  |
| S-7   | Overhead 3 Months Due To Design Change              | 0        | 0                     | 3                          | 3                                | EA \$ 7,154.45   | \$ 21,463.35      | 0                      |  |
|   | Subtotal  |          |                       |                            |                                  |                  | \$ 731,924.69     |                        |  |
| <b>Bid Schedule "B" for Segment 2 (Measure R - California to Annetta)</b>         |   |          |                       |                            |                                  |                  |                   |                        |  |
| S-8   | Construct Bus Turnout (#8-EB at San Juan)           | 0        | 0                     | 1                          | 1                                | LS \$ 104,859.10 | \$ 104,859.10     | 0                      |  |
| S-9   | Install IP Surveillance Cameras (Police)            | 0        | 0                     | 2                          | 2                                | EA \$ 27,053.87  | \$ 54,107.74      | 0                      |  |
| S-10  | 3" PVC Conduit for future LA County Fiber Optic     | 0        | 0                     | 1                          | 1                                | LS \$ 44,100.00  | \$ 44,100.00      | 0                      |  |
| S-11  | Overhead 3 Months Due To Design Change              | 0        | 0                     | 3                          | 3                                | EA \$ 7,154.45   | \$ 21,463.35      | 0                      |  |
|   | Subtotal  |          |                       |                            |                                  |                  | \$ 224,530.19     |                        |  |
| <b>Bid Schedule "C" for Segment 3 (City Funds - Firrestone Place to Bay)</b>      |   |          |                       |                            |                                  |                  |                   |                        |  |
| 190   | Construct Decorative Aluminum Railing               | 1,400    | 0                     | 1,400                      | 0                                | LF \$ 270.00     | \$ (378,000.00)   | 0                      |  |
| S-12  | Install IP Surveillance Cameras (Police)            | 0        | 0                     | 2                          | 2                                | EA \$ 27,053.87  | \$ 54,107.74      | 0                      |  |
| S-13  | Overhead 3 Months Due To Design Change              | 0        | 0                     | 3                          | 3                                | EA \$ 7,154.45   | \$ 21,463.35      | 0                      |  |
|   | Subtotal  |          |                       |                            |                                  |                  | \$ (302,428.91)   |                        |  |
| <b>Bid Schedule "D" for Recycle Water Planting</b>                                |   |          |                       |                            |                                  |                  |                   |                        |  |
| 192   | Mobilization & Demobilization                       | 1        | 0                     | 1                          | 0                                | LS \$ 5,000.00   | \$ (5,000.00)     | 0                      |  |
| 193   | Furnish and install 8" DIP, Class 52 Water Meters   | 140      | 0                     | 140                        | 0                                | LF \$ 380.00     | \$ (53,200.00)    | 0                      |  |
| 194   | Furnish and install 2" Recycled Water Service       | 756      | 0                     | 756                        | 0                                | LF \$ 95.00      | \$ (71,820.00)    | 0                      |  |
| 195   | Furnish and install 2" Recycled Water Meter and Box | 1        | 0                     | 1                          | 0                                | EA \$ 6,000.00   | \$ (6,000.00)     | 0                      |  |
| 196   | Utility Potholes                                    | 6        | 0                     | 6                          | 0                                | EA \$ 1,600.00   | \$ (9,600.00)     | 0                      |  |
|   | Subtotal  |          |                       |                            |                                  |                  | \$ (145,620.00)   |                        |  |
|   | <b>Grand Total</b>                                  |          |                       |                            |                                  |                  | \$ 508,405.97     |                        |  |
| <b>Total Change Order:</b>  |   |          |                       |                            |                                  |                  | \$ 508,405.97     | 0                      |  |

Approval recommended by  
Mazen Moemneh, Construction Manager

Date

Approval recommended by  
Kenneth Tang and Jose Lopez, Senior Engineer

Date 5/28/19

Approval recommended by  
Clint Herrera, Assistant City Engineer

Date 5/28/19

Approved by  
Amro Cervantes, Director of Public Works/City Engineer

Date 6/13/19





CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 2

Date: October 17, 2018

Project: Firestone Boulevard Regional Corridor Capacity Enhancements Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No.: 3389

Purchase Order No. 0004507

Contractor: Griffith Company

Additional costs associated with the relocation of SCB cabinet and installation of new conduit to SCB vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in straight requirement for PCC pavement mix design.

|  | Cost             | (working days) |
|--|------------------|----------------|
| Original contract amount   | \$ 13,278,631.92 | 280            |
| Previous Change Orders amounts:                                      | \$ 508,405.93    | 0              |
| This Change Order (No. 2) amount                                     | \$ 655,948.18    | 0              |
| Total increase to contract (all change orders) to date:              | \$ 1,164,354.11  | 0              |
| Revised total contract amount:                                       | \$ 14,442,986.03 | 280            |
| Percentage of total (increase/ decrease) to contract amount to date: | 8.77%            |                |

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

| Changes in Bid Item Quantities - COST   |  |          |                       |                            |                                  |           |              |               |   |                        |
|---|--|----------|-----------------------|----------------------------|----------------------------------|-----------|--------------|---------------|---|------------------------|
| Item No.  | Description  | Contract | Previous Change Order | THIS Change Order Quantity | Total Adjusted Contract Quantity | Unit Cost |              | Change Order  |   | Time Est. Working Days |
|   |  |          |                       |                            |                                  |           |              | Cost          |   |                        |
| <b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b> |  |          |                       |                            |                                  |           |              |               |   |                        |
| <b>QUANTITY ADJUSTMENT</b>  |  |          |                       |                            |                                  |           |              |               |   |                        |
| 13  | Removed Concrete Sidewalk                          | 3,020    | 0                     | 1,177                      | 4,197                            | SF        | \$ 5.00      | \$ 5,886.10   | 0 |                        |
| 14  | Removed Curb and Gutter                            | 610      | 0                     | 235                        | 845                              | LF        | \$ 22.00     | \$ 5,170.00   | 0 |                        |
| 15  | Removed Driveway Approach                          | 740      | 0                     | 1,001                      | 1,741                            | SF        | \$ 9.00      | \$ 9,007.02   | 0 |                        |
| 30  | Constructed Type A2-8 Curb                         | 610      | 0                     | 235                        | 845                              | LF        | \$ 104.00    | \$ 24,440.00  | 0 |                        |
| 33  | Constructed PCC Sidewalk/6" AB                     | 3,020    | 0                     | 2,448                      | 5,468                            | SF        | \$ 11.50     | \$ 28,152.00  | 0 |                        |
| 52  | Installed 3" PVC Conduit for Street Lighting       | 450      | 0                     | 294                        | 744                              | LF        | \$ 34.00     | \$ 9,996.00   | 0 |                        |
| 59  | Removed Tree Well & Added 4" Sidewalk              | 100      | 0                     | 78                         | 178                              | SF        | \$ 33.00     | \$ 2,574.00   | 0 |                        |
| 60  | Removed Exist Median/Parkway Tract                 | 27       | 0                     | 6                          | 33                               | EA        | \$ 623.00    | \$ 3,750.00   | 0 |                        |
| S-14  | Added sidewalk concrete ( DG to PCC at Benches)    | 0        | 0                     | 261                        | 261                              | SF        | \$ 11.50     | \$ 3,000.00   | 0 |                        |
| S-15  | Repair JPCP due to existing potholes               | 0        | 0                     | 1                          | 1                                | LS        | \$ 30,000.00 | \$ 30,000.00  | 0 |                        |
| <b>ELECTRICAL/CAMERAS</b>   |  |          |                       |                            |                                  |           |              |               |   |                        |
| S-16  | Added 1 dual photocells at Santa Fe                | 0        | 0                     | 1                          | 1                                | LS        | \$ 2,500.00  | \$ 2,500.00   | 0 |                        |
| S-17  | Remove/Repair Shallow Con Lines for Grinding       | 0        | 0                     | 1                          | 1                                | LS        | \$ 65,000.00 | \$ 65,000.00  | 0 |                        |
| <b>ADDITIONAL IMPROVEMENTS</b>  |  |          |                       |                            |                                  |           |              |               |   |                        |
| S-18  | Added ADA Ramp at Long Beach                       | 0        | 0                     | 1                          | 1                                | EA        | \$ 4,200.00  | \$ 4,200.00   | 0 |                        |
| S-19  | Added ADA Ramp at Victoria                         | 0        | 0                     | 2                          | 2                                | EA        | \$ 4,200.00  | \$ 8,400.00   | 0 |                        |
| S-20  | Added ADA Ramp wheelchair at San Antonio           | 0        | 0                     | 1                          | 1                                | EA        | \$ 6,000.00  | \$ 6,000.00   | 0 |                        |
| S-21  | Revised Median and CL Elevations                   | 0        | 0                     | 1                          | 1                                | LS        | \$ 9,469.39  | \$ 9,469.39   | 0 |                        |
| S-22  | Chipped Down PCC Blanket at Virginia               | 0        | 0                     | 1                          | 1                                | LS        | \$ 1,083.64  | \$ 1,083.64   | 0 |                        |
| S-23  | Added Bench and Trash Receptacle Foundation        | 0        | 0                     | 1                          | 1                                | LS        | \$ 14,512.65 | \$ 14,512.65  | 0 |                        |
| S-24  | Added Box Trees                                    | 0        | 0                     | 1                          | 1                                | LS        | \$ 20,393.00 | \$ 20,393.00  | 0 |                        |
| S-25  | Installed Project Signs                            | 0        | 0                     | 4                          | 4                                | EA        | \$ 656.68    | \$ 2,626.72   | 0 |                        |
| S-26  | Construct Sidewalk & Driveway at Gardenview        | 0        | 0                     | 1                          | 1                                | LS        | \$ 10,000.00 | \$ 10,000.00  | 0 |                        |
| S-27  | Construct ADA Curb Ramps at Gardenview             | 0        | 0                     | 1                          | 1                                | LS        | \$ 25,000.00 | \$ 25,000.00  | 0 |                        |
| S-28  | Construct Sidewalk & Driveway 2742 Firestone       | 0        | 0                     | 1                          | 1                                | LS        | \$ 8,000.00  | \$ 8,000.00   | 0 |                        |
| S-29  | Reconstruct ADA Ramps at 3100 & 3400 Firestone     | 0        | 0                     | 2                          | 2                                | EA        | \$ 5,000.00  | \$ 10,000.00  | 0 |                        |
| <b>UNFORSEEN</b>  |  |          |                       |                            |                                  |           |              |               |   |                        |
| S-30  | Additional Potholing (*)                           | 0        | 0                     | 10                         | 10                               | EA        | \$ 1,229.14  | \$ 12,291.40  | 0 |                        |
| S-31  | T&M - Traffic Signal Repair                        | 0        | 0                     | 1                          | 1                                | LS        | \$ 4,132.38  | \$ 4,132.38   | 0 |                        |
| S-32  | T&M - Removed 2 foundations at curb ramps          | 0        | 0                     | 1                          | 1                                | LS        | \$ 6,091.99  | \$ 6,091.99   | 0 |                        |
| S-33  | T&M - Sewer Cleanout relocated/Utilities Conflicts | 0        | 0                     | 1                          | 1                                | LS        | \$ 10,158.49 | \$ 10,158.49  | 0 |                        |
| S-34  | T&M - Median Issues                                | 0        | 0                     | 1                          | 1                                | LS        | \$ 1,961.81  | \$ 1,961.81   | 0 |                        |
| S-35  | T&M - Added Traffic Control/Utility Conflicts      | 0        | 0                     | 1                          | 1                                | LS        | \$ 11,327.35 | \$ 11,327.35  | 0 |                        |
| S-36  | T&M - Traffic Control Pour                         | 0        | 0                     | 2                          | 2                                | LS        | \$ 2,000.00  | \$ 4,000.00   | 0 |                        |
| S-37  | Installed 3 pull boxes - Sculptures                | 0        | 0                     | 3                          | 3                                | EA        | \$ 7,000.00  | \$ 21,000.00  | 0 |                        |
| Subtotal  |  |          |                       |                            |                                  |           |              | \$ 380,123.94 |   |                        |
| <b>Bid Schedule "B" for Segment 2 (Measure R - California to Annette)</b>         |  |          |                       |                            |                                  |           |              |               |   |                        |
| <b>QUANTITY ADJUSTMENT</b>  |  |          |                       |                            |                                  |           |              |               |   |                        |
| 125   | Install 3" PVC Conduit For Street Lighting         | 300      | 0                     | 308                        | 608                              | LF        | \$ 30.00     | \$ 9,240.00   | 0 |                        |
| 137   | Furnish and Install Bike Rack                      | 28       | 0                     | -4                         | 24                               | LF        | \$ 1,000.00  | \$ (4,000.00) | 0 |                        |
| S-38  | Added sidewalk concrete ( DG to PCC at Benches)    | 0        | 0                     | 261                        | 261                              | SF        | \$ 11.50     | \$ 3,000.00   | 0 |                        |
| S-39  | Repair JPCP due to existing potholes               | 0        | 0                     | 1                          | 1                                | LS        | \$ 2,500.00  | \$ 2,500.00   | 0 |                        |

| ELECTRICAL/CAMERAS  |   |   |   |    |    |    |              |               |   |  |
|---|---|---|---|----|----|----|--------------|---------------|---|--|
| S-40  | Remove/Repair Shallow Con Lines for Grading     | 0 | 0 | 1  | 1  | LS | \$ 75,000.00 | \$ 75,000.00  | 0 |  |
| S-41  | Switched from PVC to ORC at San Juan            | 0 | 0 | 1  | 1  | LS | \$ 4,160.79  | \$ 4,160.79   | 0 |  |
| S-42  | Added Conduits and Pull boxes as per LACDPW     | 0 | 0 | 1  | 1  | LS | \$ 13,083.12 | \$ 13,083.12  | 0 |  |
| ADDITIONAL IMPROVEMENTS   |   |   |   |    |    |    |              |               |   |  |
| S-43  | Added ADA Ramp at Alexander                     | 0 | 0 | 1  | 1  | EA | \$ 4,200.00  | \$ 4,200.00   | 0 |  |
| S-44  | Added Bench and Trash Receptacle foundation     | 0 | 0 | 1  | 1  | LS | \$ 14,512.65 | \$ 14,512.65  | 0 |  |
| S-45  | Installed Project Signs                         | 0 | 0 | 2  | 2  | EA | \$ 656.68    | \$ 1,313.36   | 0 |  |
| S-46  | San Juan Pole relocation - Potholing            | 0 | 0 | 1  | 1  | EA | \$ 1,500.00  | \$ 1,500.00   | 0 |  |
| S-47  | Relocate Decorative Street Light from Oil lines | 0 | 0 | 1  | 1  | LS | \$ 10,000.00 | \$ 10,000.00  | 0 |  |
| UNFORSEEN   |   |   |   |    |    |    |              |               |   |  |
| S-48  | Reinforced Concrete for HDPE at San Miguel      | 0 | 0 | 1  | 1  | LS | \$ 4,575.13  | \$ 4,575.13   | 0 |  |
| S-49  | Additional Potholing                            | 0 | 0 | 10 | 10 | EA | \$ 1,229.14  | \$ 12,291.40  | 0 |  |
| S-50  | T&M - Utilities Conflicts                       | 0 | 0 | 1  | 1  | LS | \$ 8,872.60  | \$ 8,872.60   | 0 |  |
| S-51  | T&M - Median Issues                             | 0 | 0 | 1  | 1  | LS | \$ 1,779.48  | \$ 1,779.48   | 0 |  |
| S-52  | T&M - Traffic Control Four                      | 0 | 0 | 2  | 2  | LS | \$ 2,000.00  | \$ 4,000.00   | 0 |  |
| S-53  | Relocate ORB Printing Light & Tree              | 0 | 0 | 1  | 1  | LS | \$ 20,000.00 | \$ 20,000.00  | 0 |  |
| S-54  | Improve Orta Sidewalk and Add Tree              | 0 | 0 | 1  | 1  | LS | \$ 40,000.00 | \$ 40,000.00  | 0 |  |
| S-55  | Remove Existing Parkway Trees                   | 0 | 0 | 3  | 3  | LS | \$ 925.00    | \$ 4,625.00   | 0 |  |
| S-56  | Installed 3 pull boxes - Sculptures             | 0 | 0 | 2  | 2  | EA | \$ 7,000.00  | \$ 14,000.00  | 0 |  |
| Subtotal  |   |   |   |    |    |    |              | \$ 244,653.53 |   |  |
| Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rays) |   |   |   |    |    |    |              |               |   |  |
| UNFORSEEN   |   |   |   |    |    |    |              |               |   |  |
| S-57  | T&M - PCC Burred Roadbed                        | 0 | 0 | 1  | 1  | LS | \$ 21,543.99 | \$ 21,543.99  | 0 |  |
| S-58  | Installed Project Signs                         | 0 | 0 | 4  | 4  | EA | \$ 656.68    | \$ 2,626.72   | 0 |  |
| S-59  | Installed 3 pull boxes - Sculptures             | 0 | 0 | 1  | 1  | EA | \$ 7,000.00  | \$ 7,000.00   | 0 |  |
| Subtotal  |   |   |   |    |    |    |              | \$ 31,170.71  |   |  |

Total Change Order: \$ 655,948.18 0

Approval recommended by  
 Mazen Mneimneh, Construction Manager

Approval recommended by  
 Kenneth Tang and Jose Loera, Senior Engineer

Approval recommended by  
 Clint Herrera, Assistant City Engineer

Approved by  
 Arturo Cervantes, Director of Public Works and Engineer

Date \_\_\_\_\_

Date 5/28/19

Date 5/28/19

Date 6/13/19





CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 3

Date: October 17, 2018

Project: Firestone Boulevard Regional Corridor Capacity Enhancement Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No.: 3389

Purchase Order No. 0004507

Contractor: Griffith Company

Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in straight requirement for PCC pavement mix design.

|   | Cost             | (working days) |
|---|------------------|----------------|
| Original contract amount:   | \$ 13,278,631.92 | 280            |
| Previous Change Orders amounts:                                     | \$ 1,164,354.11  | 0              |
| This Change Order (No. 3) amount:                                   | \$ 499,291.57    | 0              |
| Total increase to contract (all change orders) to date:             | \$ 1,663,645.68  | 0              |
| Revised total contract amount:                                      | \$ 14,942,277.60 | 280            |
| Percentage of total (increase/decrease) to contract amount to date: |                  | 12.53%         |

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:

| Changes in Bid Item Quantities - COST   |   |          |                       |                            |                                  |                  |                   |                        |  |
|---|---|----------|-----------------------|----------------------------|----------------------------------|------------------|-------------------|------------------------|--|
| Item No.  | Description                                     | Contract | Previous Change Order | THIS Change Order Quantity | Total Adjusted Contract Quantity | Unit Cost        | Change Order Cost | Time Est. Working Days |  |
| <b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b> |   |          |                       |                            |                                  |                  |                   |                        |  |
| <b>ADDITIONAL IMPROVEMENTS</b>  |   |          |                       |                            |                                  |                  |                   |                        |  |
| S-60  | Install Traffic Signal at Colden Ave. (ELAC)    | 0        | 0                     | 1                          | 1                                | LS \$ 561,935.94 | \$ 561,935.94     | 0                      |  |
| S-61  | Install Street Lighting Changes at Colden Ave.  | 0        | 0                     | 1                          | 1                                | LS \$ 36,323.00  | \$ 36,323.00      | 0                      |  |
| <b>UNFORSEEN</b>  |   |          |                       |                            |                                  |                  |                   |                        |  |
| S-62  | Abandon Box Culvert at Garden View              | 0        | 0                     | 1                          | 1                                | LS \$ 69,372.85  | \$ 69,372.85      | 0                      |  |
| S-63  | Construct Full Depth 12" AC at Garden View      | 0        | 0                     | 1                          | 1                                | LS \$ 20,000.00  | \$ 20,000.00      | 0                      |  |
| S-64  | Taper Grading Box Culvert at Victoria Ave       | 0        | 0                     | 1                          | 1                                | LS \$ 20,000.00  | \$ 20,000.00      | 0                      |  |
| S-65  | Street Light Obstructions (Santa Fe etc.)       | 0        | 0                     | 1                          | 1                                | LS \$ 15,000.00  | \$ 15,000.00      | 0                      |  |
| Subtotal  |   |          |                       |                            |                                  |                  | \$ 722,631.79     |                        |  |
| <b>Bid Schedule "B" for Segment 2 (Measure R - California to Annetta)</b>         |   |          |                       |                            |                                  |                  |                   |                        |  |
| <b>ADDITIONAL IMPROVEMENTS</b>  |   |          |                       |                            |                                  |                  |                   |                        |  |
| S-66  | Construct Additional Pavement at California Ave | 0        | 0                     | 1                          | 1                                | LS \$ 20,000.00  | \$ 20,000.00      | 0                      |  |
| S-67  | Relocate Pole At Alexandra Ave                  | 0        | 0                     | 1                          | 1                                | LS \$ 10,000.00  | \$ 10,000.00      | 0                      |  |
| S-68  | Construct Drainage Inlet Under sidewalk         | 0        | 0                     | 1                          | 1                                | LS \$ 20,000.00  | \$ 20,000.00      | 0                      |  |
| Subtotal  |   |          |                       |                            |                                  |                  | \$ 50,000.00      |                        |  |
| <b>Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rayo)</b>      |   |          |                       |                            |                                  |                  |                   |                        |  |
| <b>UNFORSEEN</b>  |   |          |                       |                            |                                  |                  |                   |                        |  |
| S-69  | Install VDS camera at Rayo Avenue               | 0        | 0                     | 1                          | 1                                | LS \$ 14,369.78  | \$ 14,369.78      | 0                      |  |
| <b>DEDUCTIVE</b>  |   |          |                       |                            |                                  |                  |                   |                        |  |
| 181   | Vine Arbor                                      | 0        | 0                     | -1                         | -1                               | LS \$ 154,000.00 | \$ (154,000.00)   | 0                      |  |
| 185   | Irrigation (partial)                            | 0        | 0                     | -1                         | -1                               | LS \$ 13,600.00  | \$ (13,600.00)    | 0                      |  |
| 188   | Remove & Replace CMU                            | 0        | 0                     | -1                         | -1                               | LS \$ 24,600.00  | \$ (24,600.00)    | 0                      |  |
| 189   | Remove fence/rail wall                          | 0        | 0                     | -1                         | -1                               | LS \$ 8,400.00   | \$ (8,400.00)     | 0                      |  |
| 191   | R&R Gates                                       | 0        | 0                     | -1                         | -1                               | LS \$ 75,000.00  | \$ (75,000.00)    | 0                      |  |
| 191A  | Vine Pockets                                    | 0        | 0                     | -1                         | -1                               | LS \$ 8,910.00   | \$ (8,910.00)     | 0                      |  |
| 191B  | Paint Slide Gate                                | 0        | 0                     | -1                         | -1                               | LS \$ 3,200.00   | \$ (3,200.00)     | 0                      |  |
| Subtotal  |   |          |                       |                            |                                  |                  | \$ (273,340.23)   |                        |  |

Total Change Order: **\$ 499,291.57**      **0**

Approval recommended by  
 Mazen Mneimneh, Construction Manager  
*[Signature]*  
 Approval recommended by  
 Kenneth Tong and Jose Loera, Senior Engineer  
*[Signature]*  
 Approval recommended by  
 Clint Herrera, Assistant City Engineer  
*[Signature]*  
 Approved by  
 Arturo Cervantes, Director of Public Works  
*[Signature]*

Date: \_\_\_\_\_  
 Date: 4/28/19  
 Date: 5/28/19  
 Date: 6/13/19





CITY OF SOUTH GATE

CONTRACT CHANGE ORDER NO. 4

Date: August 19, 2019

Project: Firestone Boulevard Regional Corridor Capacity Enhancements Project

City Project No.: No. 476-TRF, METRO Call-for-Projects METRO ID No. F3124

Contract No.: 3389

Purchase Order No. 0004507

Contractor: Griffith Company


Additional costs associated with the relocation of SCE cabinet and installation of new conduit to SCE vault, installation of new street light conduit and conductors, removal of unforeseen Caltrans fiber optic line encased in slurry and increase in strength requirement for PCC pavement mix design.

|  | Cost             | (working days) |
|--|------------------|----------------|
| Original contract amount:  | \$ 13,278,631.92 | 280            |
| Previous Change Orders amounts:                                      | \$ 1,663,645.68  | 0              |
| This Change Order (No. 4) amount:                                    | \$ (80,114.00)   | 0              |
| Total increase to contract (all change orders) to date:              | \$ 1,583,531.68  | 0              |
| Revised total contract amount:                                       | \$ 14,862,163.60 | 280            |
| Percentage of total (increase/ decrease) to contract amount to date: |                  | 11.93%         |

DESCRIPTION OF WORK COMPLETED, ESTIMATES OF QUANTITIES, AND PRICES TO BE PAID:


| Changes in Bid Item Quantities - COST   |  |          |                       |                            |                                  |           |                   |                        |  |
|---|--|----------|-----------------------|----------------------------|----------------------------------|-----------|-------------------|------------------------|--|
| Item No.  | Description                              | Contract | Previous Change Order | THIS Change Order Quantity | Total Adjusted Contract Quantity | Unit Cost | Change Order Cost | Time Est. Working Days |  |
| <b>Bid Schedule "A" for Segment 1 (Call-for-Projects - Alameda to California)</b> |  |          |                       |                            |                                  |           |                   |                        |  |
| S-90  | Additional Inspection Time/Overtime Work | 0        | 0                     | -1                         | -1                               | LS        | \$ (30,000.00)    | 0                      |  |
|   | Subtotal                                 |          |                       |                            |                                  |           | \$ (30,000.00)    |                        |  |
| <b>Bid Schedule "B" for Segment 2 (Marasur - California to Annetta)</b>           |  |          |                       |                            |                                  |           |                   |                        |  |
| S-91  | Additional Inspection Time/Overtime Work | 0        | 0                     | -1                         | -1                               | LS        | \$ (30,000.00)    | 0                      |  |
|   | Subtotal                                 |          |                       |                            |                                  |           | \$ (30,000.00)    |                        |  |
| <b>Bid Schedule "C" for Segment 3 (City Funds - Firestone Place to Rays)</b>      |  |          |                       |                            |                                  |           |                   |                        |  |
| S-92  | Additional Inspection Time/Overtime Work | 0        | 0                     | -1                         | -1                               | LS        | \$ (20,114.00)    | 0                      |  |
|   | Subtotal                                 |          |                       |                            |                                  |           | \$ (20,114.00)    |                        |  |

Total Change Order: \$ (80,114.00) 0

Approval recommended by:   
Mazen Mneimneh, Construction Manager

Approval recommended by:   
Kenneth Tang and Jose Loera, Senior Engineer

Approval recommended by:   
Christy M. Williams, Assistant City Engineer - Infrastructure

Approved by:   
Arturo Cervantes, Director of Public Works/City Engineer

Date: 10/14/19

Date: 9/24/19

Date: 10/17/19

Date:

**AGREEMENT**

**CONSTRUCTION OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR  
CAPACITY ENHANCEMENTS PROJECT, CITY PROJECT NO. 476-TRF,  
METRO CALL FOR PROJECTS, METRO ID NO. F3124**

THIS AGREEMENT for CONSTRUCTION OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS, METRO ID NO. F3124 ("Agreement"), is made and entered into by and between the City of South Gate, a municipal corporation ("Owner"), and Griffith Company, a California corporation, License No. 88 ("Contractor") on October 10, 2017.

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. 3389, which involves the following project:

**CONSTRUCTION OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR  
CAPACITY ENHANCEMENTS PROJECT, CITY PROJECT NO. 476-TRF,  
METRO CALL FOR PROJECTS, METRO ID NO. F3124**

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 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 of Thirteen Million, Two Hundred Seventy-Eight Thousand, Six Hundred Thirty-one Dollars and Ninety-two Cents (\$13,278,631.92) 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. 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 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 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 of South Gate), 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**

**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.

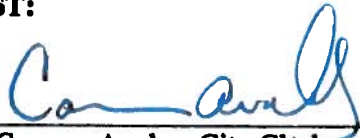
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

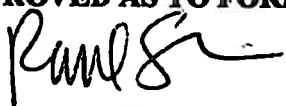
By:   
Maria Davila, Mayor

Dated: 1/18/18

**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**CONTRACTOR  
GRIFFITH COMPANY**

By:   
Lucas J. Walker

Title: Vice President/Regional Manager

Dated: 1/19/18

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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 January 23, 2018 before me, Tracey A Novak, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Lucas J Walker  
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

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.



Place Notary Seal Above

Signature

Tracey A. Novak  
Signature of Notary Public

**OPTIONAL**

Though the 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: Agreement Signature Contract No 3389

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Lucas J Walker

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s) Vice President/Regional Manager

Corporate Officer – Title(s): \_\_\_\_\_

Individual

Individual

Partner —  Limited  General

Partner —  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

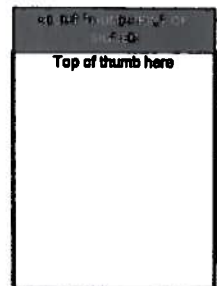
Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_  
Griffith Company

Signer is Representing: \_\_\_\_\_

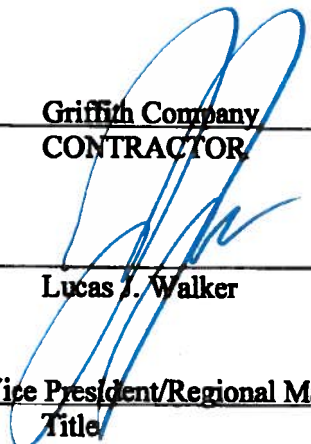


**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

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 1-23-2018

Griffith Company  
CONTRACTOR  
By:   
Lucas J. Walker  
Vice President/Regional Manager  
Title

ATTEST:  
By:   
Signature

Starr N. Stallings - Asst. Secretary  
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 Redevelopment Agency, 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: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.**
- 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.**
- 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.**
- 4. Course of Construction: Completed value of the project that is the subject of this Agreement.**

**Deductibles and Self-Insured Retention**

**Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.**

**Other Insurance Provisions**

**The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:**

- 1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.**
- 2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.**

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

#### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

#### Indemnification

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Redevelopment Agency, 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, City of South Gate Redevelopment Agency, 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 Redevelopment Agency, 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.



**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF Los Angeles )

Lucas J Walker being first duly sworn, deposes and says that he is  
Vice President / Regional Manager of Griffith Company (sole owner, a  
partner, president, etc.) Griffith Company 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  \_\_\_\_\_ Lucas J Walker

Vice President / Regional Manager  
\_\_\_\_\_  
Title

See attached Notary Certificate

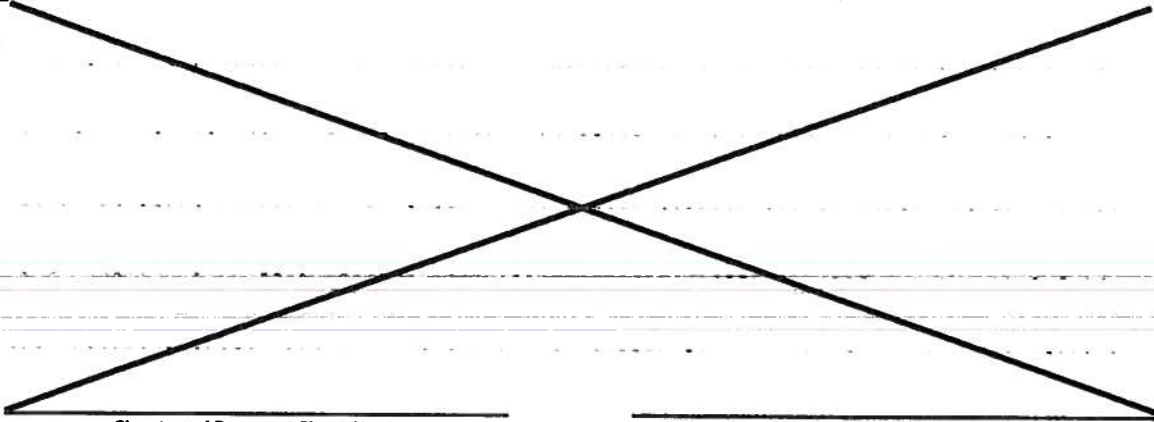
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

(Attach Notary Certificate) ↓

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (If any)

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

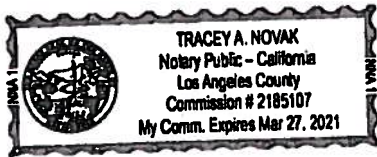
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this  
23rd January, 2018, by  
Date Month Year

(1) Lucas J Walker, VP/Regional Manager  
 ( and (2) \_\_\_\_\_ ),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature *Tracey A. Novak*  
Signature of Notary Public  
Tracey A. Novak, Notary Public



Seal  
Place Notary Seal Above

**OPTIONAL**

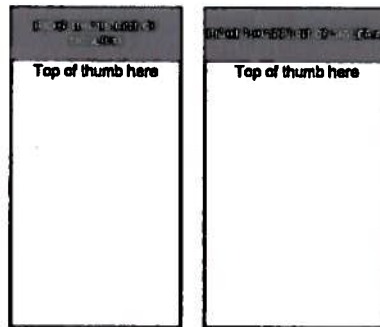
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Non-Collusion

Document Date: \_\_\_\_\_ Number of Pages # \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_







**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)<br>Or Organization(s)   | Location(s) Of Covered Operations |
|--|-----------------------------------|
| WHERE REQUIRED BY WRITTEN CONTRACT.  | ALL APPLICABLE LOCATIONS          |
| 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)<br>Or Organization(s)   | Location And Description Of Completed Operations |
|--|--|
| WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT. | ALL APPLICABLE LOCATIONS                         |
|  |  |
|  |  |
| 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    | GRIFFITH COMPANY                                 |                             |          |
| Policy Number    | A1CG 99281701                                    | Endorsement No.             | 000      |
| Policy Period    | 12/31/17 to 12-31-18                             | Endorsement Effective Date: | 12/31/17 |
| Producer's Name: | OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC. |                             |          |
| Producer Number: | 7000   |                             |          |

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

CG EN GN 0029 09 08

POLICY NUMBER. A1CA 99281701

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: GRIFFITH COMPANY**

**Endorsement Effective Date: 12/31/17**

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

**WHERE REQUIRED BY 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.

POLICY NUMBER: A1CG 99281701

COMMERCIAL GENERAL LIABILITY  
CG 24 04 08 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:  
WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



POLICY NUMBER: A1CA 99281701

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

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 the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GRIFFITH COMPANY

Endorsement Effective Date: 12/31/2017

**SCHEDULE**

Name(s) Of Person(s) Or Organization(s):  
WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—  
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 12/31/2017 at 12:01 A.M. standard time, forms a part of  
(DATE)

Policy No. A1CW 99281701

Endorsement No.

of the

Old Republic General Insurance Corp.  
(NAME OF INSURANCE COMPANY)

issued to Griffith Company

Premium (if any) \$

\_\_\_\_\_  
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

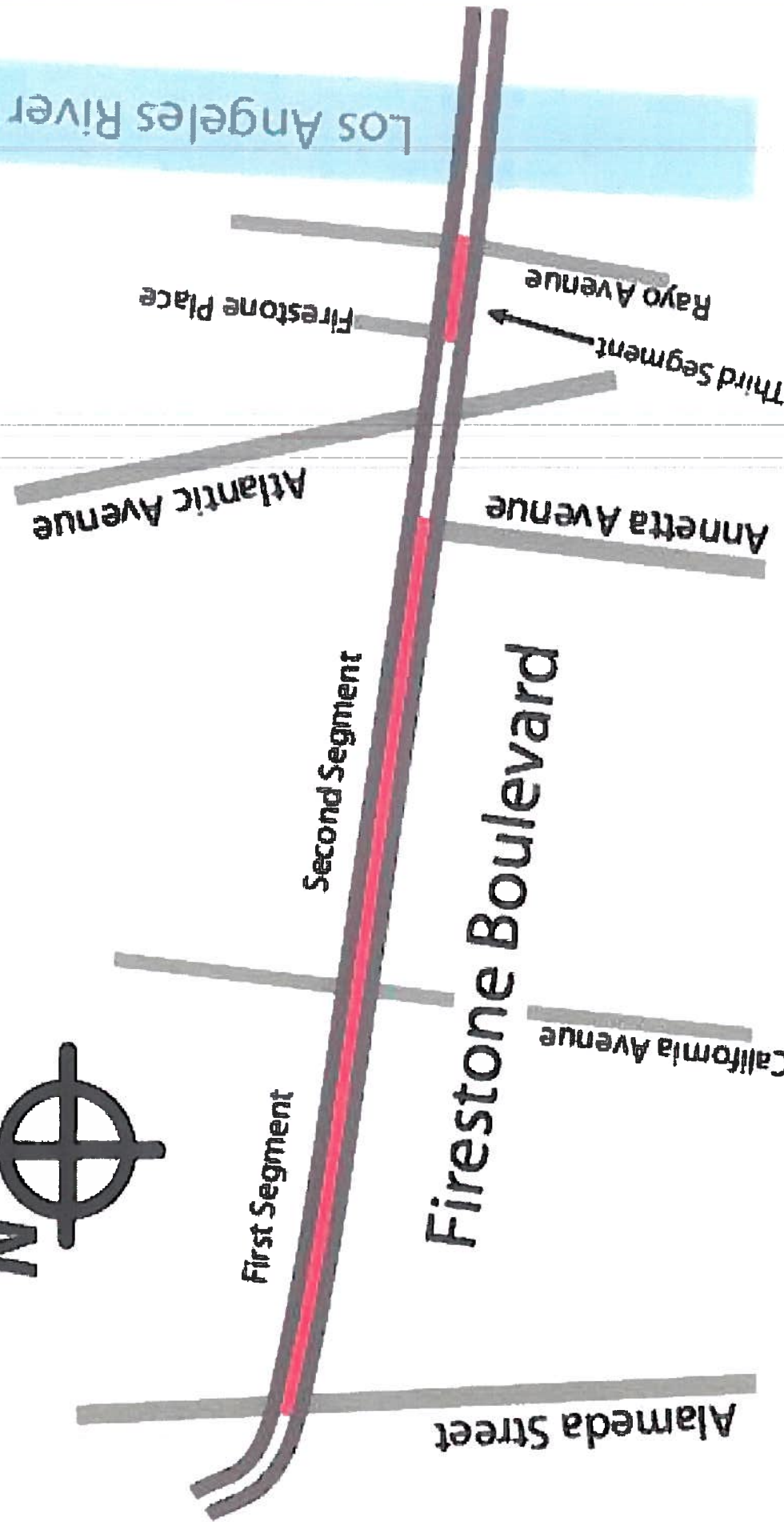
**Schedule**

**Person or Organization**

**ALL PERSONS AND/OR ORGANIZATIONS  
THAT ARE REQUIRED BY WRITTEN CONTRACT OR  
AGREEMENT WITH THE INSURED, EXECUTED PRIOR  
TO THE ACCIDENT OR LOSS, THAT WAIVER OF  
SUBROGATION BE PROVIDED UNDER THIS POLICY  
FOR WORK PERFORMED BY YOU FOR THAT  
PERSON AND/OR ORGANIZATION.**

**Job Description**

**ALL CALIFORNIA OPERATIONS**



**Project Construction Location**

**FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT**



## Attachment F: Project Summary

|                                   | Call for Project      | City Funds         | Prop C LR               | Measure R             | Measure M             | Senate Bill 1          | Total                   | Budget Balance          |
|-----------------------------------|-----------------------|--------------------|-------------------------|-----------------------|-----------------------|------------------------|-------------------------|-------------------------|
| <b>Total Project Budget</b>       | <b>\$ 7,071,322</b>   | <b>\$1,053,675</b> | <b>\$ 3,500,000</b>     | <b>\$6,000,000</b>    | <b>\$ 2,000,000</b>   | <b>\$ 932,684</b>      | <b>\$ 20,557,681</b>    | <b>\$20,557,681</b>     |
| Design Phase                      | \$ 827,987            |                    | \$ 417,151              | \$ (76,492)           | \$ 20,391             |                        | \$ 1,189,037            | \$ 19,368,644           |
| Construction Management           | \$ 418,142            |                    | \$ 235,205              | \$ 513,345            |                       | \$ 93,335              | \$ 1,260,027            | \$ 18,108,617           |
| Amendment No. 1                   |                       |                    |                         | \$ 22,000             |                       | \$ 227,000             | \$ 249,000              | \$ 17,859,617           |
| Amendment No. 2                   | \$ 30,000             |                    |                         | \$ 30,000             | \$ 20,114             |                        | \$ 80,114               | \$ 17,779,503           |
| Amendment No. 3                   |                       |                    | \$ 37,514               | \$ 33,026             |                       |                        | \$ 70,540               | \$ 17,708,963           |
| Amendment No. 4                   | \$ 15,000             |                    | \$ 21,093               | \$ 18,000             |                       |                        | \$ 54,093               | \$ 17,654,870           |
| Contract Amount                   | \$ 4,350,414          | \$ 658,895         | \$ 2,206,449            | \$ 4,131,165          | \$ 1,786,089          | \$ 145,620             | \$ 13,278,632           | \$ 4,376,238            |
| <del>CCO No. 1**</del>            | <del>\$ 521,859</del> |                    | <del>\$ (330,000)</del> | <del>\$ 819,600</del> | <del>\$ 213,911</del> | <del>\$ (66,240)</del> | <del>\$ 1,159,130</del> | <del>\$ 3,217,108</del> |
| CCO No. 1 (Revised)               | \$ 468,432            |                    | \$ (38,936)             | \$ 224,530            |                       | \$ (145,620)           | \$ 508,406              | \$ 3,867,832            |
| CCO No. 2                         | \$ 224,370            |                    | \$ 155,754              | \$ 244,653            |                       | \$ 31,171              | \$ 655,948              | \$ 3,211,884            |
| CCO No. 3                         | \$ 462,484            | \$ 130,074         | \$ (273,340)            | \$ 50,000             |                       | \$ 130,074             | \$ 499,292              | \$ 2,712,592            |
| CCO No. 4                         | \$ (30,000)           |                    |                         | \$ (30,000)           | \$ (20,114)           |                        | \$ (80,114)             | \$ 2,792,706            |
| CCO No. 5                         | \$ 128,162            |                    | \$ 72,090               | \$ 68,986             |                       | \$ 42,947              | \$ 312,185              | \$ 2,480,521            |
| CCO No. 6                         | \$ (361,227)          |                    | \$ (111,489)            | \$ (370,694)          |                       |                        | \$ (843,410)            | \$ 3,323,931            |
| CCO No. 7                         | \$ 251,562            |                    | \$ 141,503              | \$ 227,292            |                       | \$ 52,463              | \$ 672,820              | \$ 2,651,111            |
| CCO No. 8                         | \$ (502,396)          |                    |                         | \$ (463,765)          | \$ (59,242)           |                        | \$ (1,025,403)          | \$ 3,676,514            |
| Misc. Costs***                    | \$ 159,630            | \$ 80,000          | \$ 86,815               | \$ 340,358            | \$ 132,762            | \$ 355,694             | \$ 1,155,259            | \$ 2,521,255            |
| <b>Total Project Costs</b>        | <b>\$ 6,442,560</b>   | <b>\$ 868,969</b>  | <b>\$ 2,949,809</b>     | <b>\$ 4,962,404</b>   | <b>\$ 1,880,000</b>   | <b>\$ 932,684</b>      | <b>\$ 18,036,426</b>    | <b>\$ 2,521,255</b>     |
| Traffic Mitigations Improvements* |                       |                    |                         | \$ 15,000             | \$ 120,000            |                        | \$ 135,000              |                         |
| <b>Total Budget Balance</b>       | <b>\$ 628,762</b>     | <b>\$ 184,706</b>  | <b>\$ 550,191</b>       | <b>\$ 1,022,596</b>   | <b>\$ -</b>           | <b>\$ -</b>            | <b>\$ 2,386,255</b>     | <b>\$ 2,386,255</b>     |

\* Funds were transferred to the Hildreth Avenue Traffic Mitigations at Firestone Boulevard, City Project No. 600-ST, which was constructed under separate contract.

\*\*CCO No. 1 in the amount of \$1,159,130 is not a part of this summation table because it's replaced by CCO No. 1 - Revised.

\*\*\*Misc. Costs include items such as staff time, project management, field operation costs, etc.

# Firestone Regional Corridor Capacity Enhancements

Before and After Photos

Update 5/1/2020



# South Gate Ave



Before



After

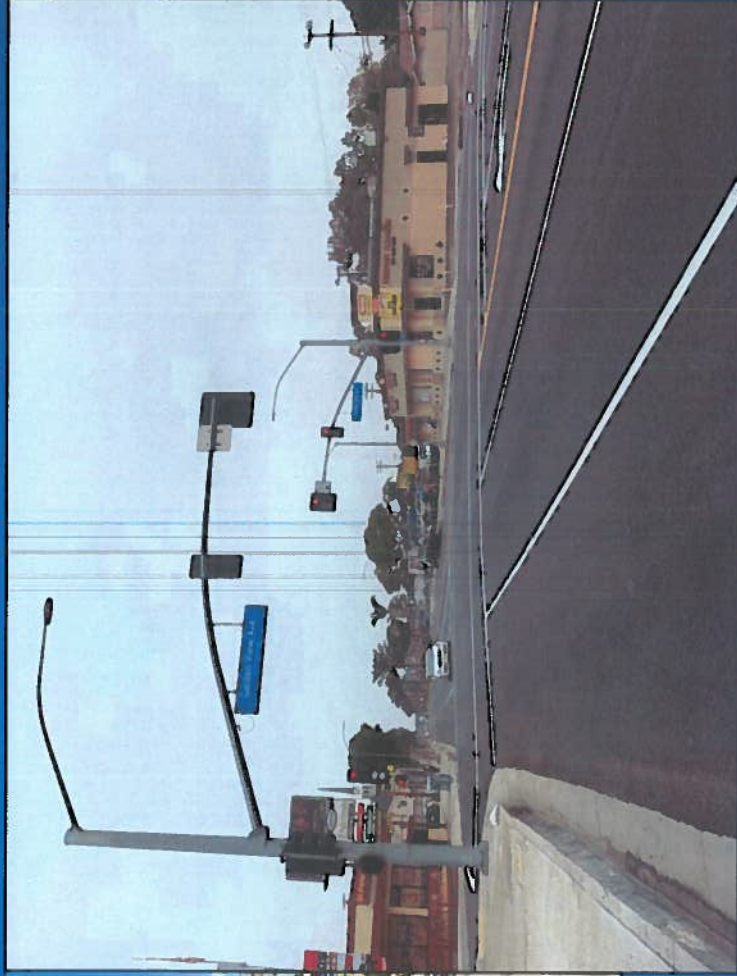
Addition of median and palm trees. Completion of repaving and striping.



# Garden View Ave at Firestone Blvd



Before



After

Completion of repaving and striping. New traffic signals installed.



# South Gate High School

Addition of median, palm trees, bus stop, striping, crosswalk, bus pullo

Before



After



# West of Otis St



Before



After

Addition of median and palm trees.  
Repaving and striping.



# East of Firestone Pl



Before



After

Addition of median and palm trees.  
Removal of trees on sidewalks

**RECEIVED**

**Item No. 12**

MAY 7 2020

**CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER**

***City of South Gate***  
**CITY COUNCIL**

*9:15am*

**AGENDA BILL**

For the Regular Meeting of: May 12, 2020

Originating Department: Police

Department Director: 

*Randall Davis*

City Manager: 

*Michael Flad*

**SUBJECT: DECLARING POLICE DEPARTMENT FIREARMS AS SURPLUS PROPERTY AND AUTHORIZING EXCHANGE FOR CREDIT TO PURCHASE NEW WEAPONS**

**PURPOSE:** To exchange 113 firearms for credit to purchase new firearms for the Police Department.

**RECOMMENDED ACTIONS:**

- a. Declare the designated 113 obsolete firearms as surplus property;
- b. Approve a Purchase Order with ProForce Law Enforcement to exchange these firearms for credit to purchase new firearms through the Buy-Back Program;
- c. Authorize the City's Purchasing Division to issue a Purchase Order for this purchase in accordance with the City's purchasing ordinance and policies; and
- d. Authorize the Police Chief to execute any additional documents as may be required to properly implement and manage this purchase.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. It is estimated that the exchange of these surplus firearms will generate approximately \$19,015 in revenue, which will be used as credit for the purchase of a new fleet of shotguns for the Patrol Division.

**ANALYSIS:** The Police Department has a surplus of 90 firearms that are of no use or value to the Police Department as they are either old, worn out, obsolete, or non-serviceable, and are currently stored inside a secured vault at the Police Department. The Police Department also has a fleet of 23 shotguns that are currently being used in patrol but need to be replaced with a new style of modern tactical shotguns. This transaction will include a total of 49 handguns and 64 shotguns.

**BACKGROUND:** The South Gate Police Department has an inventory of 113 firearms that need to be removed from the Police Department fleet as these firearms are either non-serviceable or aging beyond their life expectancy. Ninety (90) of the firearms are old models that the manufacturers are either not producing and/or their replacement parts are obsolete. Most of the firearms have been in service for over 20 years and are worn out. In order to keep up with the

demand of issuing new and efficient firearms to police personnel, the Police Department recommends that the City enter into a Buy-Back Program with ProForce Law Enforcement (Pro-force), which is our current firearms vendor for the Police Department. ProForce Law Enforcement is a licensed firearms dealer that sells firearms exclusively to police departments and police officers throughout the United States. The 113 firearms include 14 9mm caliber Beretta handguns, four 9mm caliber Glock handguns, 29 .40 caliber Glock handguns, one .45 caliber Sig Sauer handgun, one .357 caliber Smith & Wesson revolver, and 64 12 gauge Remington, Model 870 shotguns.

In order to properly replace and upgrade these firearms the Buy-Back Program will occur in two phases.

The first initial phase will be the exchange of 90 firearms to Pro-Force for a credit in the amount of \$15,890 which will be used to purchase approximately 25 shotguns from Pro-Force. Once the 25 new shotguns arrive, the remaining 23 shotguns will be removed from use and will be replaced by the new 25 shotguns.

The second phase of the firearms inventory replacement will be the exchange of the 23 old shotguns for a credit in the amount of \$3,125 to purchase new handguns.

By selling these 113 firearms through the Buy-Back Program, ProForce will credit the South Gate Police Department \$19,015 which will be used to purchase 25 new 12 gauge, Remington 870, short barrel, pistol grip (tactical) shotguns, each valued at \$551.00 plus tax (\$607.48) and seven 9mm Glock handguns, each valued at 469.00 plus tax (\$517.07). The estimated price for the exchange along with the purchase of the new shotguns will result in a credit of \$208.51, which will be used for a future purchase of handguns at Pro Force.

Staff recommends that the City Council approve the use of the Buy-Back Program with ProForce. The alternative is to destroy the old inventory of firearms for a fee, which will be an expense to the City.

- ATTACHEMENTS:**
- A. ProForce Law Enforcement Quote
  - B. Surplus Firearms List



# PROFORCE LAW ENFORCEMENT

2625 Stearman Drive. Prescott AZ, 86301  
Tel: 928-776-7192 Fax: 928-445-3468  
email: sales@proforceonline.com www.proforceonline.com

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SOLD  
TO

CITY OF SOUTH GATE  
FINANCE DEPT/ACCOUNTS PAYABLE  
8620 CALIFORINA STREET  
SOUTH GATE CA 90280

SHIP  
TO

SOUTH GATE POLICE DEPARTMENT  
SGT. CHRIS DAHLIA  
8620 CALIFORNIA AVE  
SOUTH GATE CA 90280

323-587-2379

| JOB # | DATE     | CUST.# | LOC. | SALESMAN      | SHIP VIA        | FRT. |
|-------|----------|--------|------|---------------|-----------------|------|
| NA    | 01/21/20 | 002750 | A    | GREGG MCCLUNG | FX G-FOB ORIGIN |      |

| QTY.<br>QUOTED | ITEM NO./DESC.  | UNIT PRICE | UOM<br>DISC. | NET PRICE  |
|----------------|---|------------|--------------|------------|
| 27             | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>GLOCK 22 - 40 CAL - GEN 3 - TRIJICON NIGHT SIGHTS - GLOCK<br>LIGHT RAILS - FINGER GROOVES - (1) LE MAG EA - APPROX 8<br>YEARS OLD - NO BOXES - GOOD CONDITION | 230.00-    | EA<br>.00    | 6,210.00CR |
| 1              | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>GLOCK 22 - 40 CAL - GEN 4 - TRIJICON NIGHT SIGHTS - GLOCK<br>LIGHT RAILS - FINGER GROOVES - (1) LE MAG - APPROX 5 YEARS<br>OLD - NO BOX - GOOD CONDITION      | 230.00-    | EA<br>.00    | 230.00CR   |
| 1              | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>GLOCK 23 - 40 CAL - GEN 3 - GLOCK FACTORY SIGHTS - GLOCK<br>LIGHT TRAILS - FINGER GROOVES - NO MAGS - APPROX 8 YEARS OLD<br>- NO BOX - GOOD CONDITION         | 225.00-    | EA<br>.00    | 225.00CR   |

COMMENT

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| QTY.<br>QUOTED | ITEM NO./DESC.  | UNIT PRICE | UOM<br>DISC. | NET PRICE  |
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| 3              | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>GLOCK 17 - 9MM - GEN 3 - GLOCK FACTORY SIGHTS - GLOCK LIGHT<br>RAILS - FINGER GROOVES - (1) LE MAG EACH - APPROX 8 YEARS<br>OLD - NO BOXES - GOOD CONDITION | 270.00-    | EA<br>.00    | 810.00CR   |
| 1              | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>GLOCK 17 - 9MM - GEN 3 - TRIJICON NIGHT SIGHTS - GLOCK LIGHT<br>RAILS - FINGER GROOVES - (1) LE MAG - APPROX 8 YEARS OLD -<br>NO BOX - GOOD CONDITION       | 270.00-    | EA<br>.00    | 270.00CR   |
| 12             | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>BERETTA MODEL 92FS - 9MM - WITHOUT LIGHT RAIL - FACTORY<br>SIGHTS - BLUE FINISH - (1) LE MAG EACH - APPROX 15 YEARS OLD<br>- GOOD CONDITION                 | 220.00-    | EA<br>.00    | 2,640.00CR |

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| 2              | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>BERETTA MODEL 92FS - 9MM - WITHOUT LIGHT RAIL - FACTORY<br>SIGHTS - STAINLESS STEEL FINISH - (1) LE MAG EA - APPROX 15<br>YERAS OLD - GOOD CONDITION                     | 220.00-    | EA<br>.00    | 440.00CR  |
| 1              | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>SIG SAUER - P220 - 45 CAL - OLD STYLE W/OUT LIGHT RAIL -<br>FACTORY SIGHTS - BLACK NITRON FINISH - NO MAGS - APPROX 15<br>YEARS OLD - GOOD CONDITION                     | 255.00-    | EA<br>.00    | 255.00CR  |
| 1              | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>S&W MODEL 586 - 357 MAG REVOLVER - ADJUSTABLE REAR SIGHT -<br>RED RAMP FRONT SIGHT - BLUE FINISH - 4" BBL - HOGUE RUBBER<br>GRIPS - APPROX 20 YEARS OLD - FAIR CONDITION | 270.00-    | EA<br>.00    | 270.00CR  |

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| QTY.<br>QUOTED | ITEM NO./DESC.   | UNIT PRICE | UOM<br>DISC. | NET PRICE |
|----------------|--|------------|--------------|-----------|
| 6              | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>REMINGTON 870 - 12GA SHOTGUN - ORANGE PLASTIC LESS LETHAL<br>STOCKS - 18" BBL - PARK FINISH - RIFLE SIGHTS - GOOD<br>CONDITION - APPROX 10-12 YEARS OLD                              | 80.00-     | EA<br>.00    | 480.00CR  |
| 2              | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>REMINGTON 870 - 12GA SHOTGUNS - ORANGE PLASTIC LESS LETHAL<br>STOCKS - 18" BBL - PARK FINISH - PLUS 2 EXTENDED MAGAZINES -<br>RIFLE SIGHTS - GOOD CONDITION - APPROX 10-12 YEARS OLD | 80.00-     | EA<br>.00    | 160.00CR  |
| 5              | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>REMINGTON 870 - 12GA SHOTGUNS - ORANGE LESS LETHAL PLASTIC<br>STOCKS - 18" BBL - PARK FINISH - BEAD SIGHTS - 15-18 YEARS<br>OLD - FAIR CONDITION                                     | 80.00-     | EA<br>.00    | 400.00CR  |

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| NA    | 01/21/20 | 002750 | A    | GREGG MCCLUNG | FX G-FOB ORIGIN |      |

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| 11             | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>REMINGTON 870 - 12GA SHOTGUNS - BLACK PLASTIC STOCKS - 18"<br>BBL - PARK FINISH - PLUS 2 EXT MAG TUBE - RIFLE SIGHTS -<br>GOOD CONDITION - 10-12 YEARS OLD | 125.00-    | EA<br>.00    | 1,375.00CR |
| 14             | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>REMINGTON 870 - 12GA SHOTGUNS - BLACK PLASTIC STOCKS - 18"<br>BBL - PARK FINISH - RIFLE SIGHTS - GOOD CONDITION - 10-12<br>YEARS OLD                       | 125.00-    | EA<br>.00    | 1,750.00CR |
| 1              | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>REMINGTON 870 - 12GA SHOTGUN - BLACK PLASTIC STOCK - 18" BBL<br>- PARK FINISH - BEAD SIGHTS - GOOD CONDITION - APPROX 15-18<br>YEARS OLD                   | 125.00-    | EA<br>.00    | 125.00CR   |

COMMENT

TERMS

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|           | 475948    | 6    |
| Q U O T E | SHIP DATE |      |
|           | A.S.A.P.  |      |

SOLD  
TO

CITY OF SOUTH GATE  
 FINANCE DEPT/ACCOUNTS PAYABLE  
 8620 CALIFORINA STREET  
 SOUTH GATE CA 90280

SHIP  
TO

SOUTH GATE POLICE DEPARTMENT  
 SGT. CHRIS DAHLIA  
 8620 CALIFORNIA AVE  
 SOUTH GATE CA 90280

323-587-2379

| JOB # | DATE     | CUST.# | LOC. | SALESMAN      | SHIP VIA        | FRT. |
|-------|----------|--------|------|---------------|-----------------|------|
| NA    | 01/21/20 | 002750 | A    | GREGG MCCLUNG | FX G-FOB ORIGIN |      |

| QTY.<br>QUOTED   | ITEM NO./DESC.   | UNIT PRICE | UOM<br>DISC. | NET PRICE |
|--|--|------------|--------------|-----------|
| 1  | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>REMINGTON 870 - 12GA SHOTGUN - BLACK PISTOL<br>PARK FINISH - RIFLE SIGHTS - GOOD CONDITION - APPROX 10-12<br>YEARS OLD | 125.00-    | EA<br>.00    | 125.00CR  |
| 1  | TRADES-CA<br>CREDIT FOR TRADES-IF NOT SENT<br>AS SPECIFIED, MAY BE REDUCED<br><br>REMINGTON 870 - 12GA SHOTGUN - BLACK PISTOL<br>PARK FINISH - BEAD SIGHTS - GOOD CONDITION - APPROX 15 YEARS<br>OLD     | 125.00-    | EA<br>.00    | 125.00CR  |
| <p>**PLEASE NOTE: WHEN SHIPPING TRADE GUNS, PLEASE SUPPLY A LETTER STATING THAT THE GUNS HAVE BEEN INSPECTED BY AN ARMORER AND THAT THEY ARE SAFE AND FUNCTIONAL. ALL CONFISCATED WEAPONS MUST BE CLEARED BY AN NCIC CHECK AND STATED ON YOUR PAPERWORK PRIOR TO SHIPPING TO PROFORCE. NO SATURDAY DELIVERIES. AN ADULT SIGNATURE IS REQUIRED.**</p> <p>**PLEASE EMAIL THE COMPLETED TRADE WEAPONS FORM IN EXCEL</p> |  |            |              |           |

COMMENT

TERMS



# PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301  
 Tel: 928-776-7192 Fax: 928-445-3468  
 email: sales@proforceonline.com www.proforceonline.com

|           |           |      |
|-----------|-----------|------|
| P R I C E | QUOTE#    | PAGE |
|           | 475948    | 7    |
| Q U O T E | SHIP DATE |      |
|           | A.S.A.P.  |      |

SOLD  
TO

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| JOB # | DATE     | CUST.# | LOC. | SALESMAN      | SHIP VIA        | FRT. |
|-------|----------|--------|------|---------------|-----------------|------|
| NA    | 01/21/20 | 002750 | A    | GREGG MCCLUNG | FX G-FOB ORIGIN |      |

| QTY.<br>QUOTED | ITEM NO./DESC.   | UNIT PRICE | UOM<br>DISC. | NET PRICE |
|----------------|--|------------|--------------|-----------|
|                | FORMAT PRIOR TO SHIPPING THE TRADES TO PROFORCE LAW ENFORCEMENT.**<br><br>**NOTE: PROFORCE LAW ENFORCEMENT DOES NOT ACCEPT CLASS III WEAPONS TRADES. PLEASE DO NOT SHIP ANY CLASS III WEAPONS TO PROFORCE REGARDLESS OF THE CIRCUMSTANCES.**<br><br>IMPORTANT: TRADE GUNS ARE TO BE DELIVERED AT THE DEPARTMENT'S EXPENSE WITHIN 45 DAYS OF ACCEPTANCE OF NEW PRODUCT. DELIVERY ADDRESS TO BE PROVIDED BY PROFORCE INSIDE SALES REPRESENTATIVE. PLEASE CONFIRM ADDRESS BEFORE SHIPPING TRADES. |            |              |           |

|  |                                 |             |
|--|---------------------------------|-------------|
| COMMENT<br>FOR: CHRISTOPHER DAHLIA<br><br>BY: KARI MARTIN<br><br>TERMS DUE NET 30 DAYS | SALES AMOUNT<br><br><br>10.500% | 15,890.00CR |
|--|---------------------------------|-------------|

| #  | MANUFACTURER | TYPE   | CALIBER | MODEL | FINISH    | SERIAL NUMBER |
|----|--------------|--------|---------|-------|-----------|---------------|
| 1  | BERETTA      | PISTOL | 9MM     | 92FS  | BLACK     | BER065202     |
| 2  | BERETTA      | PISTOL | 9mm     | 92FS  | BLACK     | BER061846     |
| 3  | BERETTA      | PISTOL | 9mm     | 92FS  | BLACK     | BER061859     |
| 4  | BERETTA      | PISTOL | 9mm     | 92FS  | BLACK     | BER182938     |
| 5  | BERETTA      | PISTOL | 9mm     | 92FS  | BLACK     | BER183006     |
| 6  | BERETTA      | PISTOL | 9mm     | 92FS  | BLACK     | BER343377     |
| 7  | BERETTA      | PISTOL | 9mm     | 92FS  | BLACK     | BER105246     |
| 8  | BERETTA      | PISTOL | 9mm     | 92FS  | BLACK     | M32885Z       |
| 9  | BERETTA      | PISTOL | 9mm     | 92FS  | BLACK     | BER121169     |
| 10 | BERETTA      | PISTOL | 9mm     | 92FS  | BLACK     | BER007592     |
| 11 | BERETTA      | PISTOL | 9mm     | 92FS  | BLACK     | BER125112     |
| 12 | BERETTA      | PISTOL | 9mm     | 92FS  | BLACK     | BER343378     |
| 13 | BERETTA      | PISTOL | 9mm     | 92FS  | STAINLESS | BER327391Z    |
| 14 | BERETTA      | PISTOL | 9mm     | 92FS  | STAINLESS | BER172439     |
| 15 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | LZY612        |
| 16 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | LGS083        |
| 17 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | LGS440        |
| 18 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | LGS084        |
| 19 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | XNW883        |
| 20 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | XNW886        |
| 21 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | LGS438        |
| 22 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | TYR323        |
| 23 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | LGS029        |
| 24 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | LGS397        |
| 25 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | LZY611        |
| 26 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | TYR319        |
| 27 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | TYR314        |
| 28 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | TYR316        |
| 29 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | LGS082        |
| 30 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | LZY616        |
| 31 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | XNW887        |
| 32 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | LZY615        |
| 33 | GLOCK        | PISTOL | 40 CAL  | G22   | BLACK     | KZA339        |

| #  | MANUFACTURER   | TYPE     | CALIBER | MODEL      | FINISH | SERIAL NUMBER |
|----|----------------|----------|---------|------------|--------|---------------|
| 34 | GLOCK          | PISTOL   | 40 CAL  | G22        | BLACK  | XNW884        |
| 35 | GLOCK          | PISTOL   | 40 CAL  | G22        | BLACK  | LKD972        |
| 36 | GLOCK          | PISTOL   | 40 CAL  | G22        | BLACK  | LGS081        |
| 37 | GLOCK          | PISTOL   | 40 CAL  | G22        | BLACK  | KZA335        |
| 38 | GLOCK          | PISTOL   | 40 CAL  | G22        | BLACK  | KZA337        |
| 39 | GLOCK          | PISTOL   | 40 CAL  | G22        | BLACK  | LGS080        |
| 40 | GLOCK          | PISTOL   | 40 CAL  | G22        | BLACK  | LGS026        |
| 41 | GLOCK          | PISTOL   | 40 CAL  | G22        | BLACK  | LGS437        |
| 42 | GLOCK          | PISTOL   | 40 CAL  | G22        | BLACK  | BAWA383       |
| 43 | GLOCK          | PISTOL   | 40 CAL  | G23        | BLACK  | EWL262        |
| 44 | GLOCK          | PISTOL   | 9MM     | G17        | BLACK  | FEM399        |
| 45 | GLOCK          | PISTOL   | 9MM     | G17        | BLACK  | LCC703        |
| 46 | GLOCK          | PISTOL   | 9MM     | G17        | BLACK  | FEM398        |
| 47 | GLOCK          | PISTOL   | 9MM     | G17        | BLACK  | EPB759        |
| 48 | SIG SAUER      | PISTOL   | 45 CAL  | P220       | BLACK  | G306602       |
| 49 | SMITH & WESSON | REVOLVER | 357     | 586        | BLU    | AEL7160       |
| 50 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | AB273877M     |
| 51 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | AB273885M     |
| 52 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | D874727M      |
| 53 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | D893733M      |
| 54 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | D874734M      |
| 55 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | D874747M      |
| 56 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | D874781M      |
| 57 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | D893742M      |
| 58 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | D893735M      |
| 59 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | C995218M      |
| 60 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | D126996M      |
| 61 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | D104366M      |
| 62 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | D126979M      |
| 63 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | C995213M      |
| 64 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | C995197M      |
| 65 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | D874726M      |
| 66 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | D118401M      |
| 67 | REMINGTON      | SHOTGUN  | 12GA    | 870 POLICE | BLACK  | D008569M      |



| #   | MANUFACTURER | TYPE    | CALIBER | MODEL      | FINISH | SERIAL NUMBER |
|-----|--------------|---------|---------|------------|--------|---------------|
| 68  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D008589M      |
| 69  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D126975M      |
| 70  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | A691950M      |
| 71  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D126965M      |
| 72  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | C995201M      |
| 73  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | C995183M      |
| 74  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D874783M      |
| 75  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D893737M      |
| 76  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D126987M      |
| 77  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | C987344M      |
| 78  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D882970M      |
| 79  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D883672M      |
| 80  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D883667M      |
| 81  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB231543M     |
| 82  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | B876454M      |
| 83  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | X069784M      |
| 84  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D882977M      |
| 85  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | B876448M      |
| 86  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | A184999M      |
| 87  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB534654M     |
| 88  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB534635M     |
| 89  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | A185001M      |
| 90  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | A766193M      |
| 91  |              |         |         |            |        |               |
| 92  |              |         |         |            |        |               |
| 93  |              |         |         |            |        |               |
| 94  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | C945599M      |
| 95  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | C987241M      |
| 96  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | C995166M      |
| 97  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | C995170M      |
| 98  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D893686M      |
| 99  | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D893687M      |
| 100 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D893694M      |
| 101 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB273885M     |

| #   | MANUFACTURER | TYPE    | CALIBER | MODEL      | FINISH | SERIAL NUMBER |
|-----|--------------|---------|---------|------------|--------|---------------|
| 102 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB256100M     |
| 103 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB267863M     |
| 104 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB517470M     |
| 105 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB517482M     |
| 106 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB517495M     |
| 107 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB517437M     |
| 108 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB517476M     |
| 109 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB517478M     |
| 110 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB517449M     |
| 111 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB517472M     |
| 112 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | AB517480M     |
| 113 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D104372M      |
| 114 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D126959M      |
| 115 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D126964M      |
| 116 | REMINGTON    | SHOTGUN | 12GA    | 870 POLICE | BLACK  | D126963M      |
| 117 |              |         |         |            |        |               |
| 118 |              |         |         |            |        |               |
| 119 |              |         |         |            |        |               |
| 120 |              |         |         |            |        |               |
| 121 |              |         |         |            |        |               |
| 122 |              |         |         |            |        |               |
| 123 |              |         |         |            |        |               |
| 124 |              |         |         |            |        |               |
| 125 |              |         |         |            |        |               |
| 126 |              |         |         |            |        |               |
| 127 |              |         |         |            |        |               |
| 128 |              |         |         |            |        |               |
| 129 |              |         |         |            |        |               |
| 130 |              |         |         |            |        |               |
| 131 |              |         |         |            |        |               |
| 132 |              |         |         |            |        |               |
| 133 |              |         |         |            |        |               |
| 134 |              |         |         |            |        |               |
| 135 |              |         |         |            |        |               |

RECEIVED

MAY 5 2020

Item No. 13


City of South Gate  
CITY COUNCIL

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: May 12, 2020  
Originating Department: Office of the City Clerk

City Clerk:   
Carmen Avalos

City Manager:   
Michael Flad

**SUBJECT:** APPROVAL OF CITY COUNCIL MEETING MINUTES.

**PURPOSE:** To historically preserve the events of the City Council Meetings.

**RECOMMENDED ACTION:**

- A. Approve the Regular and Special Meeting minutes of April 21, 2020

**FISCAL IMPACT:** None.

**ANALYSIS:** The minutes are provided to the City Council on the Wednesday prior to their regular business meeting. Amendments should be provided to the City Clerk's Office within 24 hours of a City Council Meeting so that verification of the record and corrections are made accordingly. A revised document will be provided to the City Council prior to the Meeting.

**BACKGROUND:** The minutes typically describe the events of the meeting and may include a list of attendees, a statement of the issues considered by the participants, and related responses or decisions for the issues.

**ATTACHMENTS:** City Council Minutes



**CITY OF SOUTH GATE  
SPECIAL CITY COUNCIL MEETING  
CONTINUED FROM APRIL 15, 2020 TO APRIL 21, 2020  
MINUTES  
TUESDAY, APRIL 21, 2020**

**CALL TO ORDER** Maria Davila, Mayor called a Special Continued City Council meeting at 9:02 p.m.

**ROLL CALL** Carmen Avalos, City Clerk

**PRESENT** Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos and Council Member Gil Hurtado; City Treasurer Gregory Martinez, City Manager Mike Flad, City Attorney Raul F. Salinas

**ABSENT** Council Member Denise Diaz

**1**  
**PROCLAMATION** The City Council issued a Proclamation declaring April 22, 2020, as the 15th Annual Earth Day “Virtual” Celebration in the City of South Gate, and the 50th Anniversary of the first Earth Day held on April 22, 1970 by motion of Vice Mayor Rios and seconded by Council Member Hurtado.

**ADJOURNMENT** Mayor Davila adjourned the meeting at 9:05 p.m. and seconded by Council Member Hurtado.

**PASSED and APPROVED** this 12th day of May 2020.

ATTEST:

\_\_\_\_\_  
Maria Davila, Mayor

\_\_\_\_\_  
Carmen Avalos, City Clerk

**CITY OF SOUTH GATE  
REGULAR CITY COUNCIL MEETING  
CONTINUED FROM  
APRIL 14 and 15 to APRIL 21, 2020  
MINUTES  
TUESDAY, APRIL 21, 2020**

**CALL TO ORDER** M. Belén Bernal, Mayor called a Regular Continued City Council meeting at 6:05 p.m.

**INVOCATION** Randal Davis, Chief of Police

**PLEDGE OF ALLEGIANCE** Michael Flad, City Manager

**ROLL CALL** Carmen Avalos, City Clerk

**PRESENT** Mayor M. Belén Bernal, Vice Mayor Denise Diaz, Council Member Al Rios, Council Member Maria Davila and Council Member Bill De Witt; City Treasurer Gregory Martinez, City Manager Mike Flad, City Attorney Raul F. Salinas

**1**  
**ELECTIONS** The City Council unanimously adopted Resolution No. 2020-11-CC entitled - A Resolution of the City Council of City of South Gate reciting the fact of the General Municipal Election held on Tuesday, March 3, 2020, declaring the result and such other matters as provided by law by motion of Council Member De Witt and seconded by Mayor Bernal.

**2**  
**ELECTIONS** The Oath of Office was administered (ballot order) to the newly elected and re-elected City officials elected from the General Municipal Election on March 3, 2020:

- a. City Council Member Maria del Pilar Avalos;
- b. City Council Member Gil Hurtado; and
- c. City Council Member Maria Davila.

**REGULAR CITY COUNCIL MEETING CONTINUED FROM APRIL 14 & APRIL 15  
MINUTES OF APRIL 21, 2020**

3

**COUNCIL**

The City Council re-organized by nominating and selecting a new Mayor and new Vice Mayor for a one-year term; the selection was ratified by a majority vote of the City Council; and

- a. The Oaths of Office were administered to the newly selected Mayor and Vice Mayor.

Council Member Avalos nominated Vice Mayor Diaz as Mayor and seconded by Vice Mayor Diaz.

**ROLL CALL:** Vice Mayor Diaz, yes; Council Member Avalos, yes; Council Member Davila, no; Council Member Hurtado, no; Council Member Rios, Abstain.

The motion dies due to no confirmative vote.

Council Member Hurtado nominated Maria Davila as Mayor and seconded by Council Member Rios.

**ROLL CALL:** Vice Mayor Diaz, no; Council Member Avalos, no; Council Member Rios, yes; Council Member Hurtado, yes; Council Member Davila, yes.

City Clerk Avalos administered the Oath of Office for Mayor of the City of South Gate to Maria Davila.

Council Member Hurtado nominated Al Rios as Vice Mayor and seconded by Mayor Davila.

**ROLL CALL:** Mayor Davila, yes; Council Member Rios, yes; Council Member Hurtado, yes; Council Member Diaz, yes; Council Member Avalos, abstain.

City Clerk Avalos administered the Oath of Office for Vice Mayor of the City of South Gate to Al Rios.

4

**APPOINTMENTS**

The City Council unanimously appointed Mayor Davila to the County Sanitation District all other appointments to outside boards and agencies were continued to the next City Council Meeting by motion of Mayor Davila and seconded by Council Member Rios.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Hurtado, yes; Council Member Diaz, yes; Council Member Avalos, yes.



**REGULAR CITY COUNCIL MEETING CONTINUED FROM APRIL 14 & APRIL 15  
MINUTES OF APRIL 21, 2020**

5

**MINUTES**

The City Council approved A and B by motion of Vice Mayor Rios and seconded by Mayor Davila.

- a. Approved the Special Meeting minutes of March 10, 2020; and
- b. Approved the Regular and Special Meeting minutes of March 24, 2020.

**ROLL CALL:** Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Hurtado, abstain; Council Member Diaz, yes; Council Member Avalos, abstain.

**COMMENTS FROM  
THE AUDIENCE**

Sophie Ryan congratulated the Mayor and Vice Mayor on their appointments.

Adolfo Varas, 10313 Jackson Avenue, is concerned about the current release of inmates and the possibility of crime increasing as a result of COVID-19.

Thomas Buckley requested a copy of the audio of this City Council Meeting.

Virginia Johnson, would like to know why South Gate publishes their legal notices in the "WAVE" newspapers and not more easily accessible newspapers like "The Press Telegram." She has concerns about the various social media pages in South Gate and why a City Council member is getting personal and social media thanks from residents and employees for goodies she is giving out. She believes if one Council Member is receiving thanks all Council Members should. She thanked the City Clerk's Office for their professionalism and all staff members for their hard work.

Ms. Ruiz complimented Council Member Diaz for her service to the community.

John Montalvo complimented Council Member Diaz for her service to the community.

Candice Esquivel commented that just because someone posts on social media the work, they are doing for the community does not mean that others are not also working in the community.

Cindy Esquivel congratulated the City and American Legion for their work with the Senior Citizens but feels that there is a lack of support for the working-class people who have lost their jobs and cannot pay their bills.

**REGULAR CITY COUNCIL MEETING CONTINUED FROM APRIL 14 & APRIL 15  
MINUTES OF APRIL 21, 2020**

**REPORTS AND COMMENTS**

**FROM CITY OFFICIALS**

Mike Flad, City Manager updated the Council on the work being done by the City in response to the COVID-19 pandemic. He also stated that crime has been down during the stay at home order not only in South Gate but in Los Angeles County as well.

Council Member Rios asked if there were any services available to people that need support for mental health issues.

Mike Flad, City Manager stated that at the next City Council Meeting staff is recommending an increase of utilizing the Cares Act Funding including domestic violence treatment/outreach and mental health resources.

Council Member Avalos spoke on the recent loss of a family member and the need for the community to reach out and support our residents with mental health issues. She would like staff to look at getting funding grants and work with private agencies to see about opening a mental health clinic in South Gate. She also requested the City recognize Mental Health Awareness week and that tonight's meeting be adjourned in memory of her brother Leopoldo Avalos Jr.

Vice Mayor Rios stated that it is especially important that the City Council comes together and face the challenges presented by COVID-19 and the financially situation that the City will inherit as a result. He thanked Bill De Witt and Belen Bernal for their service to the City. He also thanked the staff for their work with the Senior Citizens.

Council Member Diaz stated that South Gate has reached 172 cases of COVID-19 and provided an update on the events going on to provide help to our residents. She thanked the Public Works staff for their work on this year's Virtual Earth Day. She sees the hard work that staff is doing but she realizes that staff also has concerns about the exposure they face in the course of their jobs. She has out of her own pocket provided treats for staff and this also supports small businesses in the community. It is just her way to thank staff for their work. This weekend she asked for volunteers to come out to help with food distribution to our South Gate residents on Saturday at the American Legion.

Council Member Hurtado thanked Bill De Witt and Belen Bernal for their service to the City. Staff is working extremely hard to work through these issues that COVID -19 presents. He thanked City Clerk Avalos for her work during the Council Meetings. We stressed to the community we need to keep working together to keep each other safe.

Mayor Davila thanked Belen Bernal and Bill De Witt for their service to the City. She thanked all staff for their hard work, and she is looking

**REGULAR CITY COUNCIL MEETING CONTINUED FROM APRIL 14 & APRIL 15  
MINUTES OF APRIL 21, 2020**

**REPORTS AND COMMENTS  
FROM CITY OFFICIALS**

**CONT'D** forward to again having meetings in the council chambers. She stated we need to look into taking care of our South Gate families. She thanked Tweedy Mile and the American Legion for sponsoring the food giveaway on the weekend.

**ADJOURNMENT** Mayor Davila unanimously adjourned the meeting in the memory of Leopoldo "Polito" Avalos Jr., brother of Council Member Avalos and City Clerk Carmen Avalos and former Mayor Henry C. Gonzales at 9:01 p.m. and seconded by Council Member Hurtado.

**PASSED and APPROVED** this 12th day of May 2020.

**ATTEST:**

\_\_\_\_\_  
Maria Davila, Mayor

\_\_\_\_\_  
Carmen Avalos, City Clerk



RECEIVED

MAY 5 2020

City of South Gate  
CITY COUNCIL


CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

2:10pm

AGENDA BILL

For the Regular Meeting of: May 12, 2020  
Originating Department: Administration

City Manager:   
Michael Flad

City Manager:   
Michael Flad

**SUBJECT: RESOLUTION FINDING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY AS A RESULT OF THE ONGOING CORONAVIRUS DISEASE 2019 PANDEMIC**

**PURPOSE:** To consider declaring the need to continue the Local Emergency within the City due to the ongoing Coronavirus Disease 2019 pandemic.

**RECOMMENDED ACTION:** Adopt Resolution finding there is a need to continue the Local Emergency within the City as a result of the ongoing Coronavirus Disease 2019 pandemic.

**FISCAL IMPACT:** None.

**ANALYSIS:** On March 18, 2020, the City Manager, serving as the City’s Director of Emergency Services, proclaimed the existence of a local emergency within the City as a result of the spread of the COVID-19 to ensure authority to take measures necessary to protect and preserve public health and safety, including seeking aid from state and federal authorities as necessary. Pursuant to Government Code Section 8630(c), the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. In the interest of public health and safety, the City’s Director of Emergency Services recommends the continuance of the local emergency within the City to control and slow the spread of the COVID-19.

**BACKGROUND:** Since the discovery of the COVID-19 in November 2019, international, national, state, and local health and governmental authorities have been proactive to mitigate the impact of COVID-19, to bend the curve and disrupt the spread of the viral respiratory illness.

The number of Coronavirus Disease 2019 (COVID-19) cases continues to increase as testing is more widely available. As of May 4, 2020, there are 25,662 cases of the COVID-19 in Los Angeles County with 1,229 deaths, 52,197 cases in California with 2,172 deaths, and over 1,152,372 cases in the United States with over 67,456 deaths.

The COVID-19 pandemic is a serious global health threat and the City is committed to stopping the spread within the community. The City continues to take a variety of precautionary steps to try to control and slow the spread of the COVID-19 at City facilities. As a precautionary measure to protect the

community and City employees, the doors to City Hall and City facilities were temporarily closed to pedestrian traffic on March 19, 2020, until further notice. However, all City services are still provided by phone and email. City staff are reminded to frequently wash their hands with soap and water for at least 20 seconds, to keep social distancing of 10 feet and to wear cloth face coverings in public.

City staff continues to be in contact with the CDC and the Los Angeles County Department of Public Health for updates on the spread of the COVID-19. The City's website provides essential COVID-19 information and hyperlinks to the Los Angeles County Department of Public Health, CDC, and Governor Newsom's Executive Orders. City Updates and information regarding the Drive-Thru COVID-19 Testing in South Gate, as well as many other resources, are readily accessible on the homepage of the City's website, titled "COVID-19" and "Coronavirus Information" under "Featured Links."

City staff will continue to monitor Governor Gavin Newsom's Executive Orders, and any related orders issued by the County of Los Angeles Department of Public Health, and will modify our policies and procedures accordingly.

**ATTACHMENT:** Proposed Resolution

community and City employees, the doors to City Hall and City facilities were temporarily closed to pedestrian traffic on March 19, 2020, until further notice. However, all City services are still provided by phone and email. City staff are reminded to frequently wash their hands with soap and water for at least 20 seconds, to keep social distancing of 10 feet and to wear cloth face coverings in public.

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City staff will continue to monitor Governor Gavin Newsom's Executive Orders and will modify our policies and procedures accordingly.

**ATTACHMENT:** Proposed Resolution



**RESOLUTION NO.**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,  
CALIFORNIA, FINDING THERE IS A NEED TO CONTINUE THE LOCAL  
EMERGENCY WITHIN THE CITY AS A RESULT OF THE ONGOING  
CORONAVIRUS DISEASE 2019 PANDEMIC**

**WHEREAS**, since its discovery in November 2019, mainland Chinese authorities identified thousands of human infections, resulting in thousands of deaths associated with the novel Coronavirus Disease 2019 (“COVID-19”), a respiratory illness which began in Wuhan City, Hubei Province and spread outside of China, impacting more than 140 countries, including the United States; and

**WHEREAS**, COVID-19 symptoms typically cause mild to moderate illness, such as the common cold/flu, infected people with COVID-19 also have fever, cough and have a difficulty breathing which may result with pneumonia; and

**WHEREAS**, on January 23, 2020, the national Centers for Disease Control and Prevention (“CDC”) activated its Emergency Response System to provide ongoing support for the responses to the COVID-19 across the country; and

**WHEREAS**, pursuant to the State Constitution and statutes, including the California Emergency Services Act, and in particular Government Code Section 8625, Governor Gavin Newsom declared a State of Emergency on March 4, 2020, pertaining to the threat posed by the COVID-19; and

**WHEREAS**, on March 11, 2020, Governor Gavin Newsom announced that California public health officials had issued an updated policy on gatherings to protect public health and slow the spread of COVID-19 determining that gatherings should be postponed or canceled across the state until at least the end of March, and non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person; and

**WHEREAS**, Governor Gavin Newsom on March 12, 2020 issued a new executive order further enhancing California’s ability to respond to the COVID-19 pandemic by waiving the one-week waiting period for people who are unemployed and/or disabled as a result of COVID-19; delaying the deadline for state tax filing by 60 days for individuals and businesses unable to file on time based on compliance with public health requirements related to COVID-19 filings; directing residents to follow public health directives and guidance, including to cancel large non-essential gatherings that do not meet state criteria; allowing local or state legislative bodies to hold meetings via teleconference and to make meetings accessible electronically; and allowing local and state emergency administrators to act quickly to protect public health; and

**WHEREAS**, the Los Angeles Unified School District (“LAUSD”) had declared a state of emergency over the spread of the COVID-19, on March 13, 2020, LAUSD announced the closure of schools for at least two weeks beginning Monday, March 16, 2020, to prevent the spread of the COVID-19; and

**WHEREAS**, on March 15, 2020, Governor Gavin Newsom issued sweeping new restrictions calling for home isolation of everyone 65 years and older and people with chronic disease, both high-risk populations; requested the closure of bars, wineries, night clubs and brew pubs; no visitations for hospitals and congregate living facilities (assisted living, nursing homes, etc.) except for end of life visitations; and called for restaurants to reduce their occupancy by half, calling this “deep social distancing” and a “pragmatic response to the moment”; and

**WHEREAS**, on March 16, 2020, the Los Angeles County Department of Public Health issued an order prohibiting all indoor and outdoor, public and private events and gatherings within a confined space, where 50 or more members of the public were expected to attend at the same time, and requiring social distancing measures and temporary closure of certain businesses. The decision for this order was based on evidence of increasing community transmission requiring the immediate implementation of additional community mitigation efforts for organizations to help reduce the spread of COVID-19 within the county. This order was to remain in effect at least through March 31, 2020; and

**WHEREAS**, President Donald Trump issued Coronavirus Guidelines which include following directions of state and local authorities; contacting your medical provider if you or your children feel sick and stay home; if someone in your household has tested positive, keep the entire household at home; if you are an older person, stay home and away from other people; and if you are a person with a serious underlying health condition that can put you at an increased risk, stay home and away from other people; and

**WHEREAS**, on March 16, 2020, President Trump called for Americans to avoid social gatherings of more than 10 people and to limit discretionary travel; and

**WHEREAS**, on March 17, 2020, Governor Gavin Newsom expanded his call for extraordinary restaurant measures to help prevent the further spread of the COVID-19 by the statewide closures of dine-in restaurants for the foreseeable future; and

**WHEREAS**, Section 7.14.050 (Office of Director and Office of Deputy Director of Emergency Services, Office of Emergency Services Coordinator), of Chapter 7.14 (Emergency Organizations and Functions), of Title 7 (Public Safety and Morals), of the South Gate Municipal Code, empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the city is affected or likely to be affected by a public calamity and the City Council is not in session; and

**WHEREAS**, Section 7.14.050 (Office of Director and Office of Deputy Director of Emergency Services, Office of Emergency Services Coordinator), of Chapter 7.14 (Emergency Organizations and Functions), of Title 7 (Public Safety and Morals), of the South Gate Municipal

Code, designates the City Manager of the City of South Gate as the City's Director of Emergency Services; and

**WHEREAS**, on March 18, 2020, the City's Director of Emergency Services proclaimed the existence of a local emergency ("Local Emergency") within the City as a result of the spread of the COVID-19 to ensure authority to take measures necessary to protect and preserve public health and safety, including seeking aid from state and federal authorities as necessary; and

**WHEREAS**, pursuant to Government Code Section 8630(c), the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

**WHEREAS**, on March 19, 2020, as the State Public Officer and Director of the California Department of Public Health, Governor Gavin Newsom issued Executive Order N-33-20, a stay at home or at their place of residence order until further notice, to protect the health and well-being of all Californians and to establish consistency across the state in order to slow the spread of COVID-19; and

**WHEREAS**, on April 1, 2020, in an effort to protect everyone, including people who are high risk for serious illness, the County of Los Angeles Health Officer ("Health Officer") issued the Public Health Emergency Quarantine Order requiring the self-quarantine of persons exposed to a person diagnosed with or likely to have COVID-19 until it is determined that they are not at risk for spreading the disease, and remaining in effect until rescinded, in writing, by the Health Officer; and

**WHEREAS**, due to the rapid spread of COVID-19, on April 10, 2020, the Health Officer revised the Safer at Home Order for Control of COVID-19 continuing the prohibition of all indoor and outdoor public and private gatherings and events, specifically requires all businesses to cease in-person operations and remain closed to the public unless the business is defined as an essential business, and included a requirement to provide all of their employees whose duties require contact with other employees and/or the public with a cloth face covering to wear while performing duties that involve contact with others, and remaining in effect through May 15, 2020; and

**WHEREAS**, the number of COVID-19 cases continues to increase as testing is more widely available, as of May 4, 2020, there are 25,662 cases of the COVID-19 in Los Angeles County with 1,229 deaths, 52,197 cases in California with 2,172 deaths, and over 1,152,372 cases in the United States with over 67,456 deaths; and

**WHEREAS**, in the interest of public health and safety, the City desires to continue the Local Emergency within the City due to the ongoing COVID-19 pandemic.

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



**SECTION 1.** After duly considering all the information presented by the Director of Emergency Services, the City Council hereby finds and resolves that there is a need to continue the Local Emergency within the City as a result of the ongoing COVID-19 pandemic.

**SECTION 2.** The City Council hereby declares and reaffirms:

1. A Local Emergency continues to exist throughout the City;
2. During the existence of said Local Emergency the powers, functions and duties of the emergency organization of the City shall be those prescribed by state law, by ordinances and resolutions of the City, as approved by the City Council;
3. During the existence of said Local Emergency, the City shall follow and impose all directives, mandates, Executive Orders and any other emergency related restrictions issued by the State of California and/or the County of Los Angeles, including any and all social distancing recommendation;
4. Should he deem it necessary, the Director of Emergency Services/City Manager is authorized to direct the immediate closure of City facilities (including City Hall) during normal business hours;
5. The Director of Emergency Services'/City Manager's purchasing authority is hereby increased to meet the needs of addressing this emergency;
6. The normal City goods and service procurement requests and purchase practices, including bidding requirements, are stayed during this period of emergency;
7. Purchases of items that are not budgeted are authorized to be purchased in order to respond during this period of emergency;
8. Authorizes all City officers and employees to take steps requested by the Director of Emergency Services/City Manager to qualify the City for reimbursement from the Federal Emergency Management Agency and for other state and federal relief as may be available to reimburse the City for the expenses it incurs in addressing this emergency;

[Remainder of page left blank intentionally.]

9. Other actions deemed necessary by the Director of Emergency Services/City Manager to reasonably respond to the emergency and to effectively serve the community within the City;
10. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of South Gate;
11. City staff will continue to monitor Governor Gavin Newsom's Executive Orders, and any related orders issued by the County of Los Angeles Department of Public Health, and will modify the City's policies and procedures accordingly; and
12. As required by law, the City Council shall review the need to continue the state of emergency every sixty (60) days until this Resolution is terminated.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED and ADOPTED** this 12<sup>th</sup> day of May 2020.

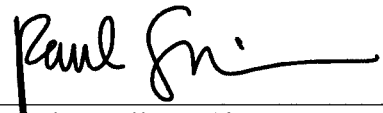
**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Davila, Mayor

**ATTEST**

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

**APPROVED AS TO FORM:**

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

RECEIVED

MAY 6 2020

# City of South Gate

CITY COUNCIL

Item No. 15

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

## AGENDA BILL

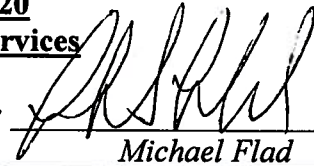
8:25pm

For the Regular Meeting of: May 12, 2020  
Originating Department: Administrative Services

Department Director:

  
Jackie Acosta

City Manager:

  
Michael Flad

**SUBJECT: GENERAL FUND FINANCIAL STATUS UPDATE AND PROPOSED BUDGET ADJUSTMENTS**

**PURPOSE:** Every year, staff presents financial status and budget updates to the City Council along with any recommended budget amendments. The proposed budget amendments included in this agenda bill are recommended by staff.

**RECOMMENDED ACTIONS:**

- a. Receive and file the financial status update of the Fiscal Year 2019/20 Municipal Budget;
- b. Appropriate \$30,000 from the Prop A Maintenance and Servicing account to account no. 221-480-33-6101 for the remaining payment to Amigos de Los Rios for the Hollydale Regional Park project;
- c. Appropriate \$375,000 from the unassigned General Fund Balance to account no. 100-604-29-XXXX (various accounts) for the costs of the Code Enforcement program that were previously funded with CDBG funds;
- d. Appropriate \$53,600 from the unassigned South Coast Air Quality Management District (SCAQMD) Fund Balance to account no. 223-610-49-9100 for four Diesel Particulate Regeneration Stations; and
- e. Appropriate \$185,500 from the unassigned Street Lighting & Landscaping Fund Balance to account number 251-714-25-9500 for the purchase and installation of four traffic signal standards.

**FISCAL IMPACT:** The Fiscal Year 2019/20 budgets of the funds listed above will be increased by the amounts specified from funds available in the unassigned fund balances of those funds.

**ANALYSIS:** As the fiscal year progresses, it is appropriate for staff to apprise the City Council of the City's financial position and recommend budget adjustments when needed. This year, COVID-19 related budget impacts are significant and substantial. These are explained in more detail below. The good news is that because of the City Council's conservative budgeting practices and past actions to fully fund reserves, the City is in a good position to weather this storm and bridge the gap of declining revenues until the economy turns around. With the exception of the COVID-19 related impacts and a CDBG audit issue impacting the General Fund, all other recommended budget adjustments are minor.

**BACKGROUND: FISCAL YEAR 2019/20:** This General Fund financial status report is based on revenues received as of March 15, 2020. As of that date, the 2019/20 fiscal year was 8½ months (70.8%) complete. As of that date, our three largest general fund revenues are at 54% - 57% of the estimated budget. Total General Fund revenues were at 56.9%. This is normal because many of the major revenues have a one to two month lag time. However, the remainder of the year will not be



normal. In fact, due to the weeks long “Safer at Home” order and the closure of all non-essential business, we expect the City’s General Fund revenues for the final months of this fiscal year to be significantly below projections. For example, our combined sales tax budget estimate for Fiscal Year 2019/20 was \$22,700,000. Absent the COVID-19 pandemic, we believe we would have met that projection. However, as of right now, we are estimating \$19,400,000. That is 15%, or \$3.3M, below our original budget estimate. Additionally, we know that several of our other smaller revenue sources, such as transient occupancy taxes (TOT) (local hotels and motels have experienced significant vacancy rates), fines & forfeitures (due to the suspension of street sweeping parking enforcement) and fees & charges (cancellation of all recreation classes and programs) will all be significantly impacted. Below is a chart which shows, by major revenue category, the General Fund revenues as of March 15, 2020, compared to the amended revenue budget.

| <b>Revenues – By Category</b>      | <b>2019/20<br/>Amended<br/>Revenues</b> | <b>YTD Thru<br/>3/15/20</b> | <b>%<br/>Received</b> |
|------------------------------------|---|-----------------------------|-----------------------|
| Property Taxes                     | 13,457,808                              | 7,253,076                   | 53.89%                |
| BB State Sales Taxes               | 11,400,000                              | 6,472,945                   | 56.78%                |
| SG Local Sales Taxes               | 11,300,000                              | 6,365,913                   | 56.34%                |
| Franchise Taxes                    | 1,633,198                               | 423,814                     | 25.95%                |
| Business License Taxes             | 1,458,572                               | 246,675                     | 16.91%                |
| Transient Occupancy Taxes          | 435,773                                 | 223,570                     | 51.30%                |
| Other Taxes                        | 1,698,944                               | 1,086,935                   | 63.98%                |
| Permits                            | 1,336,941                               | 1,429,016                   | 106.89%               |
| Fine & Forfeitures                 | 1,314,884                               | 883,836                     | 67.22%                |
| Use of Money & Property            | 1,288,916                               | 1,107,822                   | 85.95%                |
| Intergovernmental                  | 216,337                                 | 139,706                     | 64.58%                |
| Fees & Charges                     | 2,503,179                               | 1,653,235                   | 66.05%                |
| Other Revenues                     | 3,673,023                               | 2,139,972                   | 58.26%                |
| <b>Total General Fund Revenues</b> | <b>51,717,575</b>                       | <b>29,426,515</b>           | <b>56.90%</b>         |

On the expenditure side, 59.57% of the General Fund budgeted expenditures have been spent. This is normal as expenditures also have a slight lag time. The chart below shows, by City Department, the General Fund expenditures as of March 31, 2020, compared to the annual budget.

| <b>Expenditures – By Department</b>    | <b>2019/20<br/>Amended<br/>Budget</b> | <b>YTD Thru<br/>3/31/20</b> | <b>%<br/>Expended</b> |
|--|---------------------------------------|-----------------------------|-----------------------|
| City Council                           | 308,434                               | 188,808                     | 61.22%                |
| City Clerk                             | 624,170                               | 301,330                     | 48.28%                |
| City Treasurer                         | 37,955                                | 22,369                      | 58.93%                |
| City Attorney                          | 1,124,437                             | 849,337                     | 75.53%                |
| City Manager                           | 1,425,464                             | 842,738                     | 59.12%                |
| Administrative Services                | 3,516,913                             | 2,143,624                   | 60.95%                |
| Parks & Recreation                     | 9,262,009                             | 5,498,747                   | 59.37%                |
| Police                                 | 30,221,254                            | 18,760,372                  | 62.08%                |
| Community Development                  | 3,248,610                             | 1,913,892                   | 58.91%                |
| Public Works                           | 5,016,353                             | 2,609,442                   | 52.02%                |
| Non-Departmental                       | 1,614,199                             | 465,631                     | 28.85%                |
| COVID-19                               | 0                                     | 713                         | 0.00%                 |
| <b>Total General Fund Expenditures</b> | <b>56,399,798</b>                     | <b>33,597,003</b>           | <b>59.57%</b>         |

In summary, there is nothing noteworthy with respect to General Fund revenues received and expenditures made through the first nine months of Fiscal Year 2019/20, with the exception of the finding of the HUD-initiated CDBG audit. As a result of this audit, and that of several other municipalities, HUD has determined that the use of CDBG funds for Code Enforcement programs is no longer an allowable use of CDBG funds. Therefore, for Fiscal Year 2019/20, 100% of the cost of our Code Enforcement program must be funded with General Funds, thereby adding an additional \$375,000 (52% of the program costs) to the General Fund. With that being said, though, starting in March 2020 is when the COVID-19 crisis really started to accelerate and the three remaining months of the fiscal year are going to be very different. As discussed above, several revenue streams are going to be significantly impacted for the remainder of the fiscal year and the City's expenditures will increase with the additional supplies and equipment purchased to manage the COVID-19 crisis, although we fully expect those costs to be reimbursable by FEMA. Attached to this report are the more detailed General Fund revenue and expenditure reports for the City Council's review.

As stated previously, each year during the course of the fiscal year, staff will recommend necessary budget adjustments. At this point, with the year three quarters complete, staff would like to recommend a few budget adjustments that are deemed necessary so that the items/projects listed below can be accomplished this fiscal year or the needed budget corrections can be made.

| <b>Item</b>   | <b>Description</b>  | <b>Account Number</b>                 | <b>Amount</b> |
|---|---|---------------------------------------|---------------|
| Payment for completion of the Hollydale Regional Park Project by Amigos de Los Rios   | The project has been completed, but the funds need to be approved by the City Council so that the funds can be drawn down from the Prop A Maintenance and Servicing Account.  | 221-480-33-6101                       | \$30,000      |
| Transfer Code Enforcement Program costs to the General Fund                           | Funding for the Code Enforcement Program was split between the General Fund and the CDBG Fund, however, HUD has determined that CDBG funds can no longer be used for Code Enforcement Programs  | 100-604-29-XXXX<br>(various accounts) | \$375,000     |
| Installation of Diesel Particulate Regeneration Stations for City-Owned Diesel Trucks | The Field Operations Corp Yard is equipped with two Diesel Particulate Regeneration Stations (DPRS). These stations are used to service the Diesel Particulate Filter (DPF) Systems (installed on diesel trucks) at the end of every shift. There is a need to install four additional stations to service the existing fleet of seven diesel trucks. The DPF Systems are a requirement of the Environmental Protection Agency (EPA). | 223-610-49-9100                       | \$53,600      |

| Item  | Description  | Account Number  | Amount    |
|---|--|-----------------|-----------|
| Traffic Signal Pole<br>Replacements:<br>1) Otis Street & Santa Ana Street<br>2) Garfield Avenue & Target driveway<br>3) State Street & Southern Avenue<br>4) Garfield Street & Garfield Place | Traffic signal standards were damaged at four locations and need to be replaced. The funds will be used to purchase:<br>1) Type 17-3-100 traffic signal standard with a 20 foot mast arm and gear and installation costs (\$47,500).<br>2) Type 15 traffic signal standard with gear, construct a new foundation, reinstall an existing video detection camera and installation costs (\$30,000).<br>3) Type 19-3-100 traffic signal standard with a 30 foot mast arm and gear and installation costs (\$54,000).<br>4) Type 19 traffic signal standard with gear, construct a new foundation, reinstall an existing video detection camera and including conduit and wiring work and installation costs (\$54,000). | 251-714-25-9500 | \$185,500 |

**FISCAL YEAR 2020/21:** As a result of the significant uncertainty with respect to our revenues, staff is recommending that, for the time being, a “Maintenance of Effort (MOE)” budget be adopted for Fiscal Year 2020/21. Staff will provide a proposed MOE budget for the City Council’s review in May/June. Then, in the second quarter of the 2020/21 fiscal year, staff will present an amended Fiscal Year 2020/21 budget better quantifying the impacts of the COVID-19 pandemic, recommending adjustments as deemed necessary, and presenting more accurate revenue estimates for Fiscal Year 2020/21, as well as thoughts on how best to bridge the gap for the remainder of Fiscal Year 2020/21 and into Fiscal Year 2021/22.

**ATTACHMENTS:** A) Revenue Detail Report – By Category  
 B) Expenditure Detail Report – By Department



**CITY OF SOUTH GATE  
FISCAL YEAR 2019-20  
REVENUE SUMMARY REPORT**

| ACCOUNT DESCRIPTION                        | ACTUAL<br>REVENUES<br>2016-17 | ACTUAL<br>REVENUES<br>2017-18 | ACTUAL<br>REVENUES<br>2018-19 | BUDGETED<br>REVENUES<br>2019-20 | ACTUAL<br>REVENUES<br>AS OF 3-15-20 | %<br>REC'D     |
|--|-------------------------------|-------------------------------|-------------------------------|---------------------------------|-------------------------------------|----------------|
| <b>General Fund</b>                        |                               |                               |                               |                                 |                                     |                |
| 100-4101 Property Tax - CY Secured         | 2,635,945                     | 2,719,776                     | 2,867,819                     | 2,746,741                       | 1,658,391                           | 60.38%         |
| 100-4103 Property Tax - PY Secured         | (6,406)                       | (7,458)                       | (11,885)                      | (10,668)                        | 8,124                               | -76.15%        |
| 100-4104 Property Tax - PY Unsecured       | 2,748                         | 2,865                         | 1,935                         | 1,933                           | 0                                   | 0.00%          |
| 100-4105 Penalties/Delinquencies           | 10,000                        | 7,121                         | 8,153                         | 7,636                           | 7,245                               | 94.88%         |
| 100-4106 Homeowner's Exemption             | 15,791                        | 15,214                        | 14,615                        | 14,308                          | 7,010                               | 48.99%         |
| 100-4107 VLF in-lieu                       | 9,112,002                     | 9,479,133                     | 9,944,522                     | 10,242,858                      | 5,253,146                           | 51.29%         |
| 100-4110 AB x1 26 Residual 26400           | 348,936                       | 449,568                       | 510,666                       | 455,000                         | 319,160                             | 70.15%         |
| <b>Total Property Tax</b>                  | <b>12,119,016</b>             | <b>12,666,220</b>             | <b>13,335,824</b>             | <b>13,457,808</b>               | <b>7,253,076</b>                    | <b>53.89%</b>  |
| 100-4201 BB State Sales Tax                | 11,135,987                    | 11,057,999                    | 11,494,175                    | 11,400,000                      | 6,472,945                           | 56.78%         |
| 100-4202 Transient Occupancy Tax           | 390,454                       | 419,789                       | 449,908                       | 435,773                         | 223,570                             | 51.30%         |
| 100-4203 Franchise Tax                     | 1,365,205                     | 1,631,404                     | 1,570,296                     | 1,633,198                       | 423,814                             | 25.95%         |
| 100-4204 Comm Refuse Franchise Tax         | 1,088,833                     | 1,076,317                     | 1,117,349                     | 1,119,406                       | 767,104                             | 68.53%         |
| 100-4205 Business License Tax              | 1,583,818                     | 1,461,046                     | 1,560,035                     | 1,458,572                       | 246,675                             | 16.91%         |
| 100-4206 Real Estate Transfer Tax          | 167,237                       | 190,096                       | 136,010                       | 179,538                         | 79,325                              | 44.18%         |
| 100-4207 Material Recovery Facility Tax    | 465,100                       | 400,000                       | 422,601                       | 400,000                         | 240,506                             | 60.13%         |
| 100-4208 SG Local Sales Tax                | 9,486,553                     | 10,063,210                    | 11,066,448                    | 11,300,000                      | 6,365,913                           | 56.34%         |
| <b>Total - Taxes</b>                       | <b>37,802,202</b>             | <b>38,966,081</b>             | <b>41,152,646</b>             | <b>41,384,295</b>               | <b>22,072,928</b>                   | <b>53.34%</b>  |
| 100-4301 Building Permits                  | 400,268                       | 350,139                       | 324,370                       | 310,000                         | 413,969                             | 133.54%        |
| 100-4302 Seismic Fees                      | (865)                         | 197                           | 1,403                         | 1,600                           | 2,742                               | 171.35%        |
| 100-4303 Liquifaction Fee                  | 260                           | 650                           | 708                           | 650                             | 130                                 | 20.00%         |
| 100-4304 Electrical Permits                | 102,362                       | 99,980                        | 93,400                        | 90,000                          | 123,575                             | 137.31%        |
| 100-4305 Plumbing Permits                  | 90,019                        | 87,642                        | 75,782                        | 75,000                          | 115,301                             | 153.73%        |
| 100-4306 Sewer Permits                     | 6,311                         | 6,394                         | 5,332                         | 4,500                           | 11,145                              | 247.67%        |
| 100-4307 Mechanical Permits                | 61,786                        | 59,367                        | 50,008                        | 50,000                          | 78,869                              | 157.74%        |
| 100-4308 Green Building Standard Fee       | 912                           | 230                           | 121                           | 800                             | 741                                 | 92.64%         |
| 100-4340 Public Works Permits              | 189,104                       | 210,206                       | 175,806                       | 173,291                         | 237,576                             | 137.10%        |
| 100-4345 PW-New Development Fees           | 40,169                        | 43,637                        | 40,757                        | 47,000                          | 60,487                              | 128.70%        |
| 100-4360 Transfer Station Permit           | 307,554                       | 314,046                       | 311,441                       | 316,000                         | 158,642                             | 50.20%         |
| 100-4361 Film Permits                      | 18,090                        | 8,576                         | 3,752                         | 4,000                           | 804                                 | 20.10%         |
| 100-4362 Overnight Parking Permits         | 1,812                         | 2,072                         | 1,850                         | 2,100                           | 2,035                               | 96.90%         |
| 100-4379 Other Permits                     | 3,500                         | 6,401                         | 6,079                         | 4,000                           | 0                                   | 0.00%          |
| 100-4380 Animal Licenses                   | 260,560                       | 253,960                       | 264,787                       | 258,000                         | 223,000                             | 86.43%         |
| <b>Total - Permits</b>                     | <b>1,481,843</b>              | <b>1,443,497</b>              | <b>1,355,596</b>              | <b>1,336,941</b>                | <b>1,429,016</b>                    | <b>106.89%</b> |
| 100-4402 Parking Citations                 | 1,006,307                     | 971,712                       | 1,274,487                     | 1,281,884                       | 868,519                             | 67.75%         |
| 100-4403 Municipal Code Fines              | 12,301                        | 17,900                        | 9,900                         | 10,000                          | 1,900                               | 19.00%         |
| 100-4404 Admin Citations - Fireworks       | 13,550                        | 15,716                        | 1,834                         | 15,000                          | 529                                 | 3.53%          |
| 100-4405 Admin Citations - Code Enf        | 0                             | 3,825                         | 10,483                        | 7,500                           | 12,370                              | 164.93%        |
| 100-4491 Court Ordered - Restitution       | 785                           | 278                           | (140)                         | 500                             | 518                                 | 103.59%        |
| <b>Total - Fines &amp; Forfeitures</b>     | <b>1,032,943</b>              | <b>1,009,431</b>              | <b>1,296,563</b>              | <b>1,314,884</b>                | <b>883,836</b>                      | <b>67.22%</b>  |
| 100-4501 Interest Earnings                 | 26,120                        | 630,225                       | 650,512                       | 600,000                         | 755,103                             | 125.85%        |
| 100-4599 Mkt Value - Gain/Loss             | 0                             | (274,455)                     | 307,916                       | 0                               | 68,807                              | #DIV/0!        |
| 100-4502 Bond Interest Earnings            | 610                           | 6,654                         | 15,083                        | 10,000                          | 0                                   | 0.00%          |
| 100-4503 Interest from Advances            | 527,667                       | 431,416                       | 379,316                       | 342,394                         | 0                                   | 0.00%          |
| 100-4504 Loan Repayment                    | 0                             | 10,180                        | 0                             | 0                               | 0                                   | #DIV/0!        |
| 100-4520 Property Rental                   | 206,300                       | 231,215                       | 232,716                       | 245,276                         | 254,176                             | 103.63%        |
| 100-4521 Sale of Property                  | 1,340                         | 8,810                         | 22,645                        | 25,000                          | 0                                   | 0.00%          |
| 100-4523 Advertisement Revenues            | 64,272                        | 58,207                        | 64,130                        | 66,246                          | 29,736                              | 44.89%         |
| 100-4524 Easement Grants                   | 0                             | 0                             | 0                             | 0                               | 0                                   | #DIV/0!        |
| <b>Total - Use of Money &amp; Property</b> | <b>826,309</b>                | <b>1,102,250</b>              | <b>1,672,319</b>              | <b>1,288,916</b>                | <b>1,107,822</b>                    | <b>85.95%</b>  |

**CITY OF SOUTH GATE  
FISCAL YEAR 2019-20  
REVENUE SUMMARY REPORT**

| ACCOUNT DESCRIPTION                 | ACTUAL REVENUES<br>2016-17 | ACTUAL REVENUES<br>2017-18 | ACTUAL REVENUES<br>2018-19 | BUDGETED REVENUES<br>2019-20 | ACTUAL REVENUES<br>AS OF 3-15-20 | %<br>REC'D    |
|-------------------------------------|----------------------------|----------------------------|----------------------------|------------------------------|----------------------------------|---------------|
| <b>General Fund (Cont.)</b>         |                            |                            |                            |                              |                                  |               |
| 100-4601 Motor Vehicle In Lieu Tax  | 44,609                     | 51,919                     | 47,105                     | 48,425                       | 76,595                           | 158.17%       |
| 100-4602 State Mandated Cost Reimb  | 19,838                     | 19,521                     | 36,388                     | 25,000                       | 701                              | 2.80%         |
| 100-4608 P. O. S. T./S. T. C Reimb. | 3,730                      | 4,875                      | 4,741                      | 4,000                        | 11,253                           | 281.31%       |
| 100-4626 AB109 Task Force           | 211,907                    | 0                          | 0                          | 0                            | 0                                | #DIV/0!       |
| 100-4681 Park Maintenance Grant     | 157,327                    | 353,230                    | 240,219                    | 0                            | 0                                | #DIV/0!       |
| 100-4699 Other Intergov Grants      | 0                          | 4,204                      | 444                        | 138,912                      | 51,158                           | 36.83%        |
| <b>Total - Intergovernmental</b>    | <b>437,412</b>             | <b>433,749</b>             | <b>328,896</b>             | <b>216,337</b>               | <b>139,707</b>                   | <b>64.58%</b> |
| 100-4701 Building Inspection        | 6,643                      | 7,560                      | 11,792                     | 10,000                       | 9,151                            | 91.51%        |
| 100-4702 Pre-sale Inspections       | 36,805                     | 35,220                     | 30,515                     | 32,000                       | 22,347                           | 69.83%        |
| 100-4703 Occupancy Inspections      | 75,492                     | 80,301                     | 76,248                     | 80,000                       | 120,301                          | 150.38%       |
| 100-4704 Code Restoration           | 33,250                     | 23,886                     | 18,500                     | 20,000                       | 26,180                           | 130.90%       |
| 100-4705 Plan Check                 | 253,510                    | 257,453                    | 369,578                    | 300,000                      | 221,556                          | 73.85%        |
| 100-4706 Title 24- Plan Check       | 18,114                     | 28,666                     | 43,976                     | 50,000                       | 30,061                           | 60.12%        |
| 100-4707 Zoning and Subdivision     | 126,244                    | 126,763                    | 111,348                    | 116,000                      | 59,831                           | 51.58%        |
| 100-4716 Enterprise Zone Fees       | 11                         | 0                          | 0                          | 0                            | 0                                | #DIV/0!       |
| 100-4720 Vehicle Inspection         | 6,232                      | 7,448                      | 7,283                      | 7,600                        | 5,480                            | 72.11%        |
| 100-4721 Vehicle Impound            | 187,066                    | 237,643                    | 211,250                    | 215,000                      | 134,807                          | 62.70%        |
| 100-4722 DUI Cost Recovery          | 34,486                     | 39,381                     | 37,936                     | 35,000                       | 26,867                           | 76.76%        |
| 100-4723 Vehicle Repo Fee           | 4,155                      | 4,575                      | 4,234                      | 4,600                        | 3,150                            | 68.48%        |
| 100-4724 Police Reports             | 10,909                     | 9,070                      | 9,828                      | 10,000                       | 8,046                            | 80.46%        |
| 100-4725 Fingerprinting             | 6,288                      | 6,689                      | 3,304                      | 7,000                        | 1,356                            | 19.37%        |
| 100-4726 False Alarm                | 94,932                     | 92,368                     | 116,270                    | 120,000                      | 72,553                           | 60.46%        |
| 100-4728 Tweedy Mile Security       | 33,709                     | 34,152                     | 35,749                     | 34,000                       | 0                                | 0.00%         |
| 100-4729 Witness Fees               | 1,650                      | 826                        | 0                          | 0                            | 550                              | #DIV/0!       |
| 100-4730 Other Police Services      | 1,102                      | 3,006                      | 9,356                      | 3,000                        | 7,123                            | 237.43%       |
| 100-4740 Park Aquatics              | 210,786                    | 224,718                    | 323,521                    | 315,750                      | 206,585                          | 65.43%        |
| 100-4741 Park Rents & Concessions   | 317,498                    | 144,139                    | 135,624                    | 153,500                      | 98,064                           | 63.89%        |
| 100-4742 Recreation Classes         | 74,888                     | 45,654                     | 50,216                     | 31,650                       | 51,148                           | 161.61%       |
| 100-4743 Golf Course                | 35,837                     | 36,298                     | 34,187                     | 35,250                       | 22,183                           | 62.93%        |
| 100-4744 Youth Programs             | 66,910                     | 120,407                    | 110,985                    | 136,250                      | 41,053                           | 30.13%        |
| 100-4745 Sports Center              | 334,287                    | 413,211                    | 427,096                    | 439,250                      | 256,512                          | 58.40%        |
| 100-4746 Senior Programs            | 28,450                     | 33,047                     | 36,965                     | 34,500                       | 23,000                           | 66.67%        |
| 100-4747 Special Events             | 23,354                     | 19,102                     | 38,973                     | 39,600                       | 15,126                           | 38.20%        |
| 100-4748 Adult Sports               | 143,412                    | 126,449                    | 122,299                    | 110,250                      | 66,096                           | 59.95%        |
| 100-4749 Youth Sports               | 66,167                     | 69,864                     | 78,858                     | 77,500                       | 45,465                           | 58.66%        |
| 100-4750 Teen Program               | 300                        | 1,795                      | 1,400                      | 1,425                        | 0                                | 0.00%         |
| 100-4751 Leased Facilities          | 77,615                     | 39,975                     | 33,900                     | 36,900                       | 36,825                           | 99.80%        |
| 100-4770 ROW Maintenance            | 1,149                      | 31,979                     | 31,904                     | 31,904                       | 31,829                           | 99.76%        |
| 100-4780 Passport Application Fees  | 0                          | 11,370                     | 15,744                     | 15,250                       | 9,975                            | 65.41%        |
| 100-4781 Notary Service Fee         | 0                          | 0                          | 0                          | 0                            | 15                               | #DIV/0!       |
| <b>Total - Fees &amp; Charges</b>   | <b>2,311,247</b>           | <b>2,313,014</b>           | <b>2,538,836</b>           | <b>2,503,179</b>             | <b>1,653,235</b>                 | <b>66.05%</b> |
| 100-4901 Administrative Allocation  | 2,926,828                  | 2,701,715                  | 3,078,135                  | 2,883,023                    | 1,441,512                        | 50.00%        |
| 100-4902 Property Damage            | 345                        | 0                          | 0                          | 0                            | 0                                | #DIV/0!       |
| 100-4903 Misc. Reimbursements       | 302,823                    | 315,960                    | 163,125                    | 730,000                      | 605,443                          | 82.94%        |
| 100-4904 Donations                  | 1,000                      | 1,000                      | 0                          | 0                            | 0                                | #DIV/0!       |
| 100-4905 Settlements                | 22,784                     | 5,399,152                  | 4,696                      | 5,000                        | 8,493                            | 169.86%       |
| 100-4907 Energy Grants/Reimb        | 679                        | 0                          | 0                          | 0                            | 0                                | #DIV/0!       |
| 100-4908 Donation - Bus Watch Prog  | 30,000                     | 0                          | 0                          | 0                            | 0                                | #DIV/0!       |
| 100-4909 Park-Ins Premium Reimb     | 0                          | 0                          | 0                          | 0                            | 1,423                            | #DIV/0!       |
| 100-4950 Cash Over/Short            | (257)                      | (407)                      | (87)                       | 0                            | 28                               | #DIV/0!       |
| 100-4951 Administrative Fees        | 228                        | 171,600                    | 254                        | 0                            | 240                              | #DIV/0!       |
| 100-4995 Miscellaneous Revenues     | 84,640                     | 52,504                     | 57,900                     | 55,000                       | 82,832                           | 150.60%       |
| 100-4999 Transfer-In                | 0                          | 0                          | 1,333,139                  | 0                            | 0                                | #DIV/0!       |
| <b>Total - Other Revenues</b>       | <b>3,369,070</b>           | <b>8,641,524</b>           | <b>4,637,162</b>           | <b>3,673,023</b>             | <b>2,139,971</b>                 | <b>58.26%</b> |
| <b>Total - General Fund</b>         | <b>47,261,025</b>          | <b>53,909,545</b>          | <b>52,982,020</b>          | <b>51,717,575</b>            | <b>29,426,515</b>                | <b>56.90%</b> |

**CITY OF SOUTH GATE  
FISCAL YEAR 2019-20  
EXPENDITURE SUMMARY REPORT**

| ACCOUNT NO. - DESCRIPTION              | ACTUAL<br>EXPENDITURES<br>2016-17 | ACTUAL<br>EXPENDITURES<br>2017-18 | ACTUAL<br>EXPENDITURES<br>2018-19 | AMENDED<br>BUDGET<br>2019-20 | ACTUAL<br>EXPENDITURES<br>AS OF 3-31-20 | %             |
|--|-----------------------------------|-----------------------------------|-----------------------------------|------------------------------|---|---------------|
|  |                                   |                                   |                                   |                              |   | EXPENDE       |
| <b>General Fund</b>                    |                                   |                                   |                                   |                              |   |               |
| <b>City Council</b>                    |                                   |                                   |                                   |                              |   |               |
| 100-110-11 - City Council              | 201,813                           | 291,023                           | 271,310                           | 308,434                      | 188,808                                 |               |
| <b>Total - City Council</b>            | <b>201,813</b>                    | <b>291,023</b>                    | <b>271,310</b>                    | <b>308,434</b>               | <b>188,808</b>                          | <b>61.22%</b> |
| <b>City Clerk</b>                      |                                   |                                   |                                   |                              |   |               |
| 100-140-11 - City Clerk                | 499,186                           | 427,256                           | 463,286                           | 624,170                      | 301,330                                 |               |
| <b>Total - City Clerk</b>              | <b>499,186</b>                    | <b>427,256</b>                    | <b>463,286</b>                    | <b>624,170</b>               | <b>301,330</b>                          | <b>48.28%</b> |
| <b>City Treasurer</b>                  |                                   |                                   |                                   |                              |   |               |
| 100-160-11 - City Treasurer            | 18,615                            | 40,861                            | 33,630                            | 37,955                       | 22,369                                  |               |
| <b>Total - City Treasurer</b>          | <b>18,615</b>                     | <b>40,861</b>                     | <b>33,630</b>                     | <b>37,955</b>                | <b>22,369</b>                           | <b>58.93%</b> |
| <b>City Attorney</b>                   |                                   |                                   |                                   |                              |   |               |
| 100-130-12 - City Attorney             | 1,703,002                         | 1,510,361                         | 1,697,511                         | 1,124,437                    | 849,337                                 |               |
| <b>Total - City Attorney</b>           | <b>1,703,002</b>                  | <b>1,510,361</b>                  | <b>1,697,511</b>                  | <b>1,124,437</b>             | <b>849,337</b>                          | <b>75.53%</b> |
| <b>City Manager</b>                    |                                   |                                   |                                   |                              |   |               |
| 100-120-12 - Administration            | 749,373                           | 783,352                           | 861,120                           | 1,033,409                    | 635,475                                 | 61.49%        |
| 100-150-44 - Community Promotion       | 289,908                           | 301,682                           | 286,256                           | 392,055                      | 207,263                                 | 52.87%        |
| <b>Total - City Manager</b>            | <b>1,039,281</b>                  | <b>1,085,035</b>                  | <b>1,147,376</b>                  | <b>1,425,464</b>             | <b>842,738</b>                          | <b>59.12%</b> |
| <b>Administrative Services</b>         |                                   |                                   |                                   |                              |   |               |
| 100-301-12 - AS Admin./Accounting      | 1,448,724                         | 1,505,056                         | 1,644,337                         | 1,948,002                    | 1,208,854                               | 62.06%        |
| 100-303-12 - Purchasing                | 195,095                           | 208,867                           | 225,732                           | 254,067                      | 166,045                                 | 65.35%        |
| 100-302-12 - Business License          | 252,229                           | 268,926                           | 274,354                           | 317,907                      | 203,980                                 | 64.16%        |
| 100-304-12 - Customer Service          | 0                                 | 0                                 | 0                                 | 0                            | 47                                      | #DIV/0!       |
| 100-201-12 - Human Resources           | 745,107                           | 812,840                           | 755,840                           | 926,937                      | 554,698                                 | 59.84%        |
| 100-202-12 - Summer Youth Employment   | 0                                 | 8,542                             | 83,647                            | 70,000                       | 10,000                                  | 14.29%        |
| <b>Total - Administrative Services</b> | <b>2,641,155</b>                  | <b>2,804,231</b>                  | <b>2,983,910</b>                  | <b>3,516,913</b>             | <b>2,143,624</b>                        | <b>60.95%</b> |
| <b>Parks &amp; Recreation</b>          |                                   |                                   |                                   |                              |   |               |
| 100-401-61 - Parks Administration      | 1,100,950                         | 1,182,823                         | 1,205,534                         | 1,497,164                    | 1,016,247                               | 67.88%        |
| 100-410-61 - Contract Classes          | 114,692                           | 121,753                           | 122,827                           | 155,923                      | 87,855                                  | 56.35%        |
| 100-411-61 - Youth Programs            | 152,615                           | 183,955                           | 183,240                           | 241,092                      | 122,506                                 | 50.81%        |
| 100-412-61 - Senior Services           | 155,972                           | 164,381                           | 187,504                           | 227,680                      | 132,639                                 | 58.26%        |
| 100-413-61 - Special Events            | 151,457                           | 172,908                           | 168,855                           | 187,638                      | 154,193                                 | 82.18%        |
| 100-414-61 - Sports Center             | 574,234                           | 542,080                           | 556,797                           | 741,964                      | 352,064                                 | 47.45%        |
| 100-415-61 - Aquatics                  | 487,186                           | 554,277                           | 588,234                           | 710,377                      | 429,208                                 | 60.42%        |
| 100-416-61 - Youth Sports              | 205,680                           | 223,436                           | 233,772                           | 248,960                      | 171,755                                 | 68.99%        |
| 100-417-61 - Adult Sports              | 153,469                           | 208,439                           | 153,632                           | 249,279                      | 97,180                                  | 38.98%        |
| 100-418-61 - Teen Programs             | 72,085                            | 72,493                            | 126,290                           | 100,779                      | 81,040                                  | 80.41%        |
| 100-419-61 - Cultural Arts             | 0                                 | 0                                 | 0                                 | 79,738                       | 6,622                                   | 8.30%         |
| 100-460-61 - Grounds Maintenance       | 2,538,016                         | 2,683,743                         | 2,707,474                         | 3,141,477                    | 1,988,820                               | 63.31%        |
| 100-461-61 - Custodial Maintenance     | 839,477                           | 897,728                           | 1,003,602                         | 1,285,262                    | 680,122                                 | 52.92%        |
| 100-470-61 - Golf Course               | 127,999                           | 146,640                           | 146,862                           | 167,989                      | 99,793                                  | 59.40%        |
| 100-471-61 - Leased Facilities         | 43,864                            | 77,051                            | 121,947                           | 226,687                      | 78,703                                  | 34.72%        |
| <b>Total - Parks &amp; Recreation</b>  | <b>6,717,696</b>                  | <b>7,231,708</b>                  | <b>7,506,571</b>                  | <b>9,262,009</b>             | <b>5,498,747</b>                        | <b>59.37%</b> |



**CITY OF SOUTH GATE  
FISCAL YEAR 2019-20  
EXPENDITURE SUMMARY REPORT**

| <b>ACCOUNT NO. - DESCRIPTION</b>      | <b>ACTUAL<br/>EXPENDITURES<br/>2016-17</b> | <b>ACTUAL<br/>EXPENDITURES<br/>2017-18</b> | <b>ACTUAL<br/>EXPENDITURES<br/>2018-19</b> | <b>AMENDED<br/>BUDGET<br/>2019-20</b> | <b>ACTUAL<br/>EXPENDITURES<br/>AS OF 3-31-20</b> | <b>%<br/>EXPENDE</b> |
|---------------------------------------|--|--|--|---------------------------------------|--|----------------------|
| <b>General Fund (Cont.)</b>           |  |  |  |                                       |  |                      |
| <b>Police</b>                         |  |  |  |                                       |  |                      |
| 100-501-21 - Police Administration    | 2,095,570                                  | 2,188,515                                  | 2,906,653                                  | 2,956,689                             | 2,034,173  | 68.80%               |
| 100-502-21 - Patrol                   | 15,046,131                                 | 16,400,919                                 | 16,991,703                                 | 18,486,672                            | 12,434,083                                       | 67.26%               |
| 100-503-21 - Services                 | 5,388,462                                  | 5,571,032                                  | 5,621,368                                  | 6,761,652                             | 4,292,116  | 63.48%               |
| 100-590-21 - Pension Obligation Bonds | 2,014,649                                  | 2,016,952                                  | 2,015,706                                  | 2,016,241                             | 0  | 0.00%                |
| <b>Total - Police</b>                 | <b>24,544,812</b>                          | <b>26,177,418</b>                          | <b>27,535,430</b>                          | <b>30,221,254</b>                     | <b>18,760,372</b>                                | <b>62.08%</b>        |
| <b>Community Development</b>          |  |  |  |                                       |  |                      |
| 100-601-42 - CD Administration        | 725,396                                    | 512,397                                    | 638,348                                    | 793,558                               | 366,964  | 46.24%               |
| 100-602-42 - Inspections              | 845,298                                    | 1,221,732                                  | 1,333,032                                  | 1,369,804                             | 911,598  | 66.55%               |
| 100-603-41 - Planning                 | 512,762                                    | 555,077                                    | 626,728                                    | 736,904                               | 370,722  | 50.31%               |
| 100-604-29 - Code Enforcement         | 335,235                                    | 287,215                                    | 377,359                                    | 348,344                               | 264,608  | 75.96%               |
| 100-661-49 - Enterprise Zone          | 0  | 0  | 0  | 0                                     | 0  | #DIV/0!              |
| <b>Total - Community Development</b>  | <b>2,418,691</b>                           | <b>2,576,422</b>                           | <b>2,975,467</b>                           | <b>3,248,610</b>                      | <b>1,913,892</b>                                 | <b>58.91%</b>        |
| <b>Public Works</b>                   |  |  |  |                                       |  |                      |
| 100-701-31 - PW Admin./Engineering    | 1,243,250                                  | 1,424,924                                  | 1,725,989                                  | 2,150,022                             | 1,075,504  | 50.02%               |
| 100-710-12 - General Maintenance      | 1,895,496                                  | 2,198,786                                  | 2,139,595                                  | 2,478,558                             | 1,392,806  | 56.19%               |
| 100-712-29 - Graffiti Abatement       | 253,473                                    | 393,142                                    | 254,859                                    | 387,773                               | 141,132  | 36.40%               |
| <b>Total - Public Works</b>           | <b>3,392,219</b>                           | <b>4,016,852</b>                           | <b>4,120,443</b>                           | <b>5,016,353</b>                      | <b>2,609,442</b>                                 | <b>52.02%</b>        |
| <b>Non-Departmental</b>               |  |  |  |                                       |  |                      |
| 100-900-12 - Non-Departmental         | 2,476,460                                  | 12,255,536                                 | 1,212,974                                  | 1,614,199                             | 465,631  |                      |
| <b>Total - Non-Departmental</b>       | <b>2,476,460</b>                           | <b>12,255,536</b>                          | <b>1,212,974</b>                           | <b>1,614,199</b>                      | <b>465,631</b>                                   | <b>28.85%</b>        |
| <b>COVID-19</b>                       |  |  |  |                                       |  |                      |
| 100-125-12 - COVID-19                 | 0  | 0  | 0  | 0                                     | 713  |                      |
| <b>Total - COVID-19</b>               | <b>0</b>                                   | <b>0</b>                                   | <b>0</b>                                   | <b>0</b>                              | <b>713</b>                                       | <b>#DIV/0!</b>       |
| <b>Total - General Fund</b>           | <b>45,652,930</b>                          | <b>58,416,702</b>                          | <b>49,947,909</b>                          | <b>56,399,798</b>                     | <b>33,597,003</b>                                | <b>59.57%</b>        |

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Final Check List  
CITY OF SOUTH GATE

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CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

Bank : botw BANK OF THE WEST

| Check # | Date     | Vendor   | Invoice                               | Inv Date        | Description                   | Amount Paid | Check Total |
|---------|----------|----------|---------------------------------------|-----------------|-------------------------------|-------------|-------------|
| 127     | 4/9/2020 | 00004266 | U.S. BANK CORPORATE PAYMENT           |                 |                               |             |             |
|         |          | 0007198  | SUPERA FOODS                          | 3/19/2020       | DEPARTMENTAL SNACKS DURIN     | 110.85      |             |
|         |          | 0011043  | RESIDENCE INN MARRIOTT                | 2/23/2020       | TRAINING - BASIC NARCOTICS II | 802.90      |             |
|         |          | 0005305  | PAYPAL                                | 4/7/14865R35217 | TRAINING - SAN DIEGO ASSOCI   | -375.00     |             |
|         |          | 0011047  | ALLIANZ GLOBAL ASSISTANCE             | 3/10/2020       | TRAINING - INTERNATIONAL ASE  | 23.63       |             |
|         |          | 0006209  | DELTA AIR                             | 3/10/2020       | TRAINING - INTERNATIONAL ASE  | 294.80      |             |
|         |          | 00002871 | ICC-INTERNATIONAL CODE COUJ1001144071 | 2/26/2020       | INTERNATIONAL CODE COUNCIL    | 93.66       |             |
|         |          | 00004046 | MATTHEW BENDER & CO., INC.            | 2/26/2020       | CA PUB EMPLOYEES RETIREME     | 83.88       |             |
|         |          | 0009420  | SPARKLETT'S                           | 3/5/2020        | DS SERVICES STANDARD COFF     | 48.50       |             |
|         |          | 0009549  | AT&T                                  | 3/2/2020        | INTERNET SERVICES AT AZALEA   | 124.08      |             |
|         |          | 0005328  | CAPRCBM                               | 3/3/2020        | PARKS COMMISSIONERS MEMB      | 40.00       |             |
|         |          | 0005328  | CAPRCBM                               | 3/4/2020        | PARKS COMMISSIONERS MEMB      | 230.00      |             |
|         |          | 0005328  | CAPRCBM                               | 3/4/2020        | PARKS COMMISSIONERS MEMB      | -40.00      |             |
|         |          | 00001414 | OFFICE DEPOT                          | 3/16/2020       | IPAD & SOFTWARE FOR P & R DI  | 99.99       |             |
|         |          | 00004921 | TARGET SPECIALTY PRODUCTS 002441      | 2/25/2020       | GROUND - GOPHER TRAPS         | 329.98      |             |
|         |          | 00004921 | TARGET SPECIALTY PRODUCTS 094756      | 1/23/2020       | GROUND - GOPHER TRAPS         | 340.45      |             |
|         |          | 0006732  | DUKE SERVICE CO.                      | 2/26/2020       | AUDITORIUM COFFEE MAKER R     | 30.00       |             |
|         |          | 0006732  | DUKE SERVICE CO.                      | 3/9/2020        | AUDITORIUM COFFEE MAKER R     | 170.59      |             |
|         |          | 0006782  | THE FLAG SHOP                         | 3/9/2020        | FLAG REPLACEMENT              | 88.66       |             |
|         |          | 0007802  | AIS SPECIALTY PRODUCTS, INC PS1332053 | 3/13/2020       | CLEANING SUPPLIES             | 1,470.40    |             |
|         |          | 00005104 | FRED PRYOR SEMINARS                   | 3/12/2020       | SR CEO MEDINA & SR BLDG INS   | 596.00      |             |
|         |          | 0012551  | KING TACO #26                         | 3/18/2020       | CALL CENTER SUPPLIES-COVID    | 75.71       |             |
|         |          | 0012587  | LAPTOPBATTERYEXPRESS.COM216768        | 2/27/2020       | BATTERY FOR DELL LATITUDE E   | 102.90      |             |
|         |          | 0005652  | NETWORK SOLUTIONS                     | 3/3/2020        | SSL CERTIFICATE (ONLINEPMT.C  | 354.90      |             |
|         |          | 00000268 | HOME DEPOT CREDIT SERVICES7074938     | 3/11/2020       | ELECTRICAL SPLICES, RJ11 PLL  | 39.34       |             |
|         |          | 0006111  | SMARTDRAW                             | 3/14/2020       | DIAGRAM TOOL FOR BUSINESS     | 69.95       |             |
|         |          | 00001414 | OFFICE DEPOT                          | 3/16/2020       | 1TB WDC EXTERNAL DRIVE FOF    | 172.48      |             |
|         |          | 0011128  | GUITAR CENTER                         | 3/19/2020       | FOCUSRITE SCARLETT SOLO U:    | 120.44      |             |
|         |          | 0005295  | WALMART                               | 3/18/2020       | REFRESHMENTS FOR P & R STF    | 84.89       |             |
|         |          | 0005295  | WALMART                               | 3/19/2020       | REFRESHMENTS FOR P & R STF    | 123.37      |             |
|         |          | 0012347  | ATLAS SAFETY SOLUTIONS                | 3/17/2020       | SUPPLIES FOR RESPIRATORS U    | 137.81      |             |
|         |          | 00004854 | SMART & FINAL                         | 3/19/2020       | SNACK FOR PW FIELD STAFF DI   | 154.45      |             |
|         |          | 0005347  | AMAZON.COM                            | 3/24/2020       | PURCHASE OF AMAZON PRIME      | 14.32       |             |
|         |          | 0009798  | ANIMAL FRIENDS PET HOTEL              | 2/24/2020       | NORTH AMERICAN K9 TACT RAF    | 430.00      |             |

Bank : botw BANK OF THE WEST (Continued)

| Check #  | Date | Vendor                     | Invoice          | Inv Date  | Description                  | Amount Paid | Check Total |
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| 0009798  |      | ANIMAL FRIENDS PET HOTEL   | 2/10/2020 30F3   | 2/10/2020 | NORTH AMERICAN K9 TACT RAF   | 430.00      |             |
| 00004571 |      | WESTERN DETENTION          | 20200594         | 2/24/2020 | REPLACEMENT COPY OF A JAIL   | 72.51       |             |
| 0012544  |      | HKPARTS                    | 82978            | 2/28/2020 | PARTS PURCHASED FOR DEPAF    | 48.89       |             |
| 0012545  |      | APEX PRODUCT GROUP/ KOLPIN | 110021691        | 3/2/2020  | GUN RACKS FOR MRAP FOR LR    | 198.43      |             |
| 0009163  |      | CUSTOMINK                  | 38944834         | 3/9/2020  | STICKERS FOR COPS 4 KIDS PR  | 512.66      |             |
| 0012546  |      | ACTION TARGET              | 0450131-IN       | 3/6/2020  | TRAGETS ORDERED FOR SWAT     | 204.24      |             |
| 0011971  |      | SWIFT TACTICAL             | 8E09604CS33158   | 2/25/2202 | TRAINING-TACTICAL CASUALTY   | 698.00      |             |
| 0010470  |      | PANERA BREAD               | 414266047        | 2/26/2020 | TRAINING-DEFENSIVE TACTICS ( | 9.98        |             |
| 0011971  |      | SWIFT TACTICAL             | 3N822502YU9461   | 2/25/2020 | TRAINING-TACTICAL CASUALTY ( | 349.00      |             |
| 0010470  |      | PANERA BREAD               | 414266353        | 2/27/2020 | TRAINING-TASER CLASS HELD (  | 10.99       |             |
| 0007198  |      | SUPER A FOODS              | 002841           | 2/29/2020 | TRAINING-WATER FOR TASER TF  | 8.98        |             |
| 0009798  |      | ANIMAL FRIENDS PET HOTEL   | 401119           | 2/24/2020 | NORTH AMERICAN K9 TACT RAF   | 430.00      |             |
| 0006437  |      | ULINE                      | 117738189        | 3/5/2020  | SECURE GRIP CGLOVES AND IN   | 806.24      |             |
| 0006440  |      | OPTICS PLANET INC.         | 101-0222-370324  | 2/22/2020 | TACTICAL TAILOR 40MM 12RD BI | 363.63      |             |
| 00004854 |      | SMART & FINAL              | 078212           | 3/12/2020 | SENIOR SERVICES              | 171.45      |             |
| 0005347  |      | AMAZON.COM                 | 111-4790901-4805 | 2/27/2020 | SAMSUNG GALAXY S10E PHONE    | 44.04       |             |
| 0005347  |      | AMAZON.COM                 | 111-4937314-7227 | 3/9/2020  | BATTERY UPS E550 REPLACEME   | 28.40       |             |
| 0005347  |      | AMAZON.COM                 | 111-9313111-8119 | 3/9/2020  | CYBERPOWER UPS 1500          | 165.32      |             |
| 0005347  |      | AMAZON.COM                 | 111-7382319-5433 | 3/11/2020 | SAMSUNG GALAXY S10E PHONE    | 66.06       |             |
| 0005347  |      | AMAZON.COM                 | 111-5494379-2310 | 3/11/2020 | STANDING DESK CONVERTER      | 143.31      |             |
| 0005295  |      | WALMART                    | 066628           | 2/26/2020 | BIGGEST LOSER SUPPLIES       | 68.42       |             |
| 0012474  |      | THE HOME DEPOT DEPOT PRO   | 1510234          | 2/26/2020 | FITNESS CENTER SUPPLIES      | 33.99       |             |
| 0005347  |      | AMAZON.COM                 | 111-9406145-9746 | 3/16/2020 | HDMI SPLITTER 1 IN 4 OUT     | 55.05       |             |
| 0005347  |      | AMAZON.COM                 | 111-8402934-5778 | 3/19/2020 | SAMSUNG GALAXY S10E PHONE    | 110.10      |             |
| 0012474  |      | THE HOME DEPOT DEPOT PRO   | 1510235          | 2/26/2020 | FITNESS CENTER SUPPLIES      | 41.67       |             |
| 00001303 |      | CPRS                       | A00000000310100  | 3/10/2020 | STAFF TRAINING REGISTRATION  | 136.00      |             |
| 0012551  |      | KING TACO #26              | 4/2/2020         | 4/2/2020  | CALL CENTER SUPPLIES (CRED   | -75.71      |             |
| 0005454  |      | RALPHS                     | 071434           | 3/6/2020  | FAMILY VIOLENCE PREVENTION   | 505.95      |             |
| 0012551  |      | KING TACO #26              | 30081            | 3/18/2020 | CALL CENTER SUPPLIES-COVID   | 73.35       |             |
| 0007198  |      | SUPER A FOODS              | 046793           | 3/18/2020 | CALL CENTER SUPPLIES-COVID   | 44.49       |             |
| 0012550  |      | TERIYAKI SUSHI HOUSE       | 096112           | 3/20/2020 | CALL CENTER SUPPLIES-COVID   | 153.35      |             |
| 0012549  |      | EATGUD                     | znrJhbcnfrnk     | 3/19/2020 | CALL CENTER SUPPLIES-COVID   | 105.23      |             |
| 0007198  |      | SUPER A FOODS              | 026049           | 3/19/2020 | CALL CENTER SUPPLIES-COVID   | 97.14       |             |
| 0006108  |      | STARBUCKS COFFEE           | 016720           | 3/20/2020 | CALL CENTER SUPPLIES-COVID   | 31.75       |             |
| 00001414 |      | OFFICE DEPOT               | 090778           | 3/11/2020 | FAMILY VIOLENCE PREVENTION   | 73.67       |             |



Bank : botw BANK OF THE WEST (Continued)

| Check #  | Date | Vendor                     | Invoice          | Inv Date  | Description                  | Amount Paid | Check Total |
|----------|------|----------------------------|------------------|-----------|------------------------------|-------------|-------------|
| 0009092  |      | ALADDIN LOCK & KEY SERVICE | 025910           | 3/12/2020 | SPARE KEY FOR A NARCO UNIT   | 197.35      |             |
| 0010585  |      | AUTOZONE STORES, INC.      | 023508           | 3/3/2020  | REPLACEMENT FLOOR MATS UF    | 38.58       |             |
| 0012527  |      | TOUGH SEATS                | 14204            | 3/4/2020  | REPLACEMENTS SEATS FOR MC    | 637.73      |             |
| 0011140  |      | CROWN CLEANERS             | 5131             | 2/26/2020 | TABLE COVER CLEANING         | 750.00      |             |
| 00001782 |      | EBERHARD EQUIPMENT         | 86425            | 3/13/2020 | REPLACEMENT MOWER PARTS      | 379.50      |             |
| 0012477  |      | CARSON TRAILER INC         | 261387           | 3/16/2020 | TRAILER REPAIR               | 431.40      |             |
| 0012528  |      | PARTS WEST                 | 0001             | 3/16/2020 | TRAILER BALL MOUNT           | 64.61       |             |
| 0012547  |      | HANDCUFF WAREHOUSE         | 297332           | 3/9/2020  | PACK OF 100 TRANSPORT PRIS(  | 577.00      |             |
| 0006437  |      | ULINE                      | 118030407        | 3/13/2020 | ELASTIC COVERALL 2XL AND 3X  | 259.68      |             |
| 0012525  |      | ADVANCED GUNSLINGER ARMAI  | 13232            | 3/13/2020 | 40 MM LAUNCHER/SLINGS        | 33.50       |             |
| 00000322 |      | SAM'S CLUB                 | 002889           | 3/19/2020 | ICE CHEST TO STORE FOOD AN   | 198.41      |             |
| 0005491  |      | CVS                        | 070972           | 3/20/2020 | MARKERS AND ERASER FOR WI    | 32.04       |             |
| 0005372  |      | SUBWAY                     | 034969           | 3/20/2020 | FOOD PURCHASED FOR OFFICE    | 39.99       |             |
| 0005422  |      | SHERATON HOTELS            | 413451           | 2/29/2020 | TRAINING-CALNENA CONFEREN    | 779.85      |             |
| 0005422  |      | SHERATON HOTELS            | 413449           | 2/29/2020 | TRAINING-CALNENA CONFEREN    | 779.85      |             |
| 0005422  |      | SHERATON HOTELS            | 413448           | 2/29/2020 | TRAINING-CALNENA CONFEREN    | 779.85      |             |
| 0006108  |      | STARBUCKS COFFEE           | 074362           | 2/27/2020 | TRAINING-TASER CLASS HELD C  | 35.90       |             |
| 0005347  |      | AMAZON.COM                 | 114-1444964-0586 | 2/29/2020 | ITEMS PURCHASED AND CHARC    | 12.92       |             |
| 0005422  |      | SHERATON HOTELS            | 413451-PARKING   | 2/29/2020 | TRAINING-CALNENA CONFEREN    | 92.03       |             |
| 0005422  |      | SHERATON HOTELS            | 413449-PARKING   | 2/29/2020 | TRAINING-CALNENA CONFEREN    | 92.03       |             |
| 0005422  |      | SHERATON HOTELS            | 413448-PARKING   | 2/29/2020 | TRAINING-CALNENA CONFEREN    | 92.03       |             |
| 0006537  |      | EXPEDIA                    | 89847EC014535    | 5/3/2020  | TRAINING-DRIVING TRAINING AT | 757.90      |             |
| 00001414 |      | OFFICE DEPOT               | 019811           | 5/3/2020  | PRINTING-DOJ APPLICANT LIVE  | 92.40       |             |
| 0008524  |      | IAFCI                      | 29673            | 3/10/2020 | PRINTING-DOJ APPLICANT LIVE  | 100.00      |             |
| 0006537  |      | EXPEDIA                    | 030034           | 3/11/2020 | TRAINING- MISSING AND UNIDEI | 289.80      |             |
| 00001414 |      | OFFICE DEPOT               | 030034           | 3/11/2020 | PRINTING-INTENT TO REMOVE \  | 34.54       |             |
| 00004544 |      | PD: SCCIAA                 | 00338-REFUND     | 3/17/2020 | TRAINING CRIME & INTELLIGECI | -10.00      |             |
| 0005432  |      | ID VILLE                   | 23265509         | 3/17/2020 | SUPPLIES-VISITOR LOGIN BOOH  | 91.93       |             |
| 0008524  |      | IAFCI                      | 112-3049400-574E | 3/19/2020 | TRAINING-SO CAL FRAUD 201 TI | -100.00     |             |
| 0005347  |      | AMAZON.COM                 | 112-3049400-574E | 3/18/2020 | SPECIAL DEPT SUPPLIES DRY E  | 307.61      |             |
| 0012595  |      | GOTCHASPY.COM              | SPYGUYS'2020     | 2/20/2020 | CUSTOMER SERVICE-WAITING C   | 435.00      |             |
| 0012596  |      | ZOOM.US                    | INV12201051      | 3/20/2020 | TELECONFERENCE STANDARD      | 169.98      |             |
| 0012597  |      | FIG & 7TH LA CA            | 034816           | 2/24/2020 | PARKING FOR RHNA MEETING     | 35.00       |             |
| 0012598  |      | INTERCONTINENTAL LA        | 006301           | 3/5/2020  | PARKING FOR RHNA MEETING     | 22.00       |             |
| 0005723  |      | SOUTHWEST AIRLINES         | KG5E06-EB PASS   | 3/10/2020 | SOUTH WEST EARLY BIRD BOAF   | 25.00       |             |

Bank : botw BANK OF THE WEST (Continued)

| Check #  | Date | Vendor                | Invoice          | Inv Date  | Description                   | Amount Paid | Check Total |
|----------|------|-----------------------|------------------|-----------|-------------------------------|-------------|-------------|
| 0005723  |      | SOUTHWEST AIRLINES    | KLEYRN           | 3/20/2020 | FLIGHT FOR D.DIAZ TO ATTEND   | 163.96      |             |
| 0005372  |      | SUBWAY                | 4989449E-98      | 3/11/2020 | HOSTED INDEPENDENT CITIES,    | 90.22       |             |
| 0005368  |      | PRINTCO DIRECT        | 82694            | 3/11/2020 | MAYOR'S STATE OF THE CITY PFI | 207.27      |             |
| 0005295  |      | WALMART               | 076634           | 3/4/2020  | SUPPLIES FOR RESPIRATORS U    | 8.74        |             |
| 0008153  |      | TIME WARNER CABLE-    | 0490384022720-2  | 2/27/2020 | SPECTRUM SUBSCRIPTION FOF     | 146.39      |             |
| 0008153  |      | TIME WARNER CABLE-    | 0500034022720    | 3/4/2020  | SPECTRUM SUBSCRIPTION FOF     | 230.57      |             |
| 0008153  |      | TIME WARNER CABLE-    | 0586017021820    | 2/18/2020 | SPECTRUM SUBSCRIPTION FOR :   | 590.06      |             |
| 0008153  |      | TIME WARNER CABLE-    | 0600966022220    | 2/22/2020 | SPECTRUM SUBSCRIPTION FOF     | 119.99      |             |
| 0008153  |      | TIME WARNER CABLE-    | 0435603021420    | 5/4/2020  | TIME WARNER CABLE SUBSCRIB    | 115.49      |             |
| 0009931  |      | FAMILY DOLLAR         | 008567           | 3/3/2020  | KLEENEX FOR OFFICE - CORON    | 10.22       |             |
| 0005295  |      | WALMART               | 7329200869730    | 2/27/2020 | REFRESHMENTS FOR STAFF ME     | 68.49       |             |
| 0010958  |      | GREEN OLIVE           | 000003           | 3/2/2020  | LUNCH MARCH SCHOOL COLLA      | 523.59      |             |
| 0005372  |      | SUBWAY                | 42EBECB7-6F      | 3/19/2020 | LUNCH PD DAYSHIFT EMPLOYE     | 246.61      |             |
| 0005372  |      | SUBWAY                | 6D8DD876-A7      | 3/21/2020 | LUNCH PD NIGHT SHIFT EMPLO    | 323.67      |             |
| 00001414 |      | OFFICE DEPOT          | 448304375-001    | 2/24/2020 | SPECIAL EVENTS                | 65.98       |             |
| 0008906  |      | DOLLAR TREE           | 070820/045616    | 2/25/2020 | YOUTH CLASSES                 | 26.36       |             |
| 0008040  |      | EL SUPER              | 029246           | 2/25/2020 | YOUTH CLASSES                 | 11.19       |             |
| 0005623  |      | ORIENTAL TRADING      | 701653602        | 2/24/2020 | SPECIAL EVENTS                | 145.77      |             |
| 0002988  |      | SUSY'S FLOWERS        | 000539           | 3/3/2020  | SPECIAL EVENTS                | 71.66       |             |
| 0005347  |      | AMAZON.COM            | 111-5903912-3837 | 2/25/2020 | SAMSUNG GALAXY S10E PHONI     | 44.04       |             |
| 0011227  |      | LOGMEIN, INC.         | 1936889596       | 3/19/2020 | GOTOMEETING BUSINESS LICEI    | 14.00       |             |
| 0011238  |      | CMT SACRAMENTO        | 061867           | 2/25/2020 | TAX CAB RIDE FROM SACRAMEI    | 67.50       |             |
| 0007995  |      | BOB HOPE AIRPORT      | 153619           | 2/25/2020 | PARKING AT BOB HOPE AIRPOR    | 24.00       |             |
| 0005723  |      | SOUTHWEST AIRLINES    | TOWK3G           | 2/25/2020 | FLIGHT FOR M.FLAD TO ATTENC   | 117.96      |             |
| 0005723  |      | SOUTHWEST AIRLINES    | TPAR2J           | 2/25/2020 | FLIGHT FOR M.FLAD TO ATTENC   | 142.96      |             |
| 0005723  |      | SOUTHWEST AIRLINES    | TOWULY           | 2/25/2020 | FLIGHT FOR M.FLAD TO ATTENC   | 169.96      |             |
| 00004854 |      | SMART & FINAL         | 098347           | 3/5/2020  | DANCE REGITAL                 | 64.68       |             |
| 0011939  |      | TUESDAY MORNING, INC. | 061692           | 3/7/2020  | SPECIAL EVENTS                | 65.68       |             |
| 00002337 |      | ALBERTSONS            | 0009526          | 3/6/2020  | SPECIAL EVENTS                | 62.02       |             |
| 0005291  |      | PARTY CITY            | 012119           | 3/9/2020  | SPECIAL EVENTS                | 53.12       |             |
| 0005291  |      | PARTY CITY            | 008314           | 4/27/2020 | SPECIAL EVENTS                | 27.39       |             |
| 0011689  |      | DANNY'S JUMPERS       | EASTER FEST-20   | 3/11/2020 | SPECIAL EVENTS                | 781.04      |             |
| 0005347  |      | AMAZON.COM            | 113*9125089-4985 | 3/4/2020  | COUNT-DOWN SIGN FOR MAYOI     | 94.80       |             |
| 0008153  |      | TIME WARNER CABLE-    | 0490491022720    | 3/4/2020  | SPECTRUM SUBSCRIPTION FOF     | 230.57      |             |
| 0008153  |      | TIME WARNER CABLE-    | 0426602022520    | 5/4/2020  | SPECTRUM SUBSCRIPTION FOF     | 210.30      |             |

Bank : botw BANK OF THE WEST (Continued)

| Check #  | Date  | Vendor                                 | Invoice          | Inv Date  | Description                  | Amount Paid | Check Total |
|----------|-------|--|------------------|-----------|------------------------------|-------------|-------------|
| 0008153  |       | TIME WARNER CABLE-                     | 0586090022620    | 2/26/2020 | SPECTRUM SUBSCRIPTION FOF    | 233.73      |             |
| 0008153  |       | TIME WARNER CABLE-                     | 0426271021420    | 5/4/2020  | SPECTRUM SUBSCRIPTION SEF    | 15.76       |             |
| 0008153  |       | TIME WARNER CABLE-                     | 0426263021420    | 2/14/2020 | SPECTRUM SUBSCRIPTION SEF    | 5.25        |             |
| 0008153  |       | TIME WARNER CABLE-                     | 0013582030120    | 3/4/2020  | SPECTRUM SUBSCRIPTION FOF    | 165.07      |             |
| 0008153  |       | TIME WARNER CABLE-                     | 0426628030120    | 3/4/2020  | SPECTRUM SUBSCRIPTION SEF    | 126.90      |             |
| 0005347  |       | AMAZON.COM                             | 113-2734041-736E | 3/4/2020  | BATTERIES FOR COUNT-DOWN     | 4.42        |             |
| 0009337  |       | BLAZE PIZZA                            | 505646528        | 3/5/2020  | HOSTED LUNCH MEETING FOR     | 121.22      |             |
| 0009337  |       | BLAZE PIZZA                            | 13               | 3/5/2020  | ADDITIONAL PURCHASE FOR SE   | 31.26       |             |
| 00000525 |       | CALIFORNIA CONTRACT CITIES / 100525    |                  | 3/9/2020  | REGISTRATION FOR D.DIAZ TO / | 35.00       |             |
| 0005368  |       | PRINTCO DIRECT                         | 82695            | 3/10/2020 | SENIOR SERVICES              | 380.36      |             |
| 00000839 |       | CAPPO INC                              | 100848872262     | 2/25/2020 | 2020 CAPPO MEMBERSHIP - ARI  | 130.00      |             |
| 0007583  |       | USPS                                   | 079060           | 3/18/2020 | STAMPS FOR MAIL              | 55.00       |             |
| 0007583  |       | USPS                                   | 044585           | 3/19/2020 | STAMPS FOR MAIL              | 64.00       |             |
| 0012554  |       | BIG OUTLET                             | 000125           | 3/19/2020 | LYSOL FOR CITY STAFF - COVID | 39.62       |             |
| 0005723  |       | SOUTHWEST AIRLINES                     | KG5E06           | 3/10/2020 | SOUTHWEST - FLIGHT FOR JOE   | 212.96      |             |
| 0005723  |       | SOUTHWEST AIRLINES                     | KG5E06-EB PASS   | 3/12/2020 | SOUTHWEST - EARLY BIRD BOA   | 25.00       |             |
| 0005723  |       | SOUTHWEST AIRLINES                     | KG5E06-REFUND    | 3/19/2020 | CANCELLATION - FLIGHT        | -212.96     |             |
| 0007198  |       | SUPER A FOODS                          | 052375           | 3/19/2020 | SNACKS AND REFRESHMENTS I    | 193.23      |             |
| 0010219  |       | SHERIFFS' RELIEF ASSOCIATION/2/24/2020 |                  | 2/24/2020 | PURCHASE OF POLICE DEPT. L/  | 16.43       |             |
| 00004854 |       | SMART & FINAL                          | 0003014          | 3/19/2020 | SOFTDRINKS AND COFFEE K-C/   | 241.96      |             |
| 0006423  |       | LOWE'S                                 | 06702            | 3/18/2020 | SLOW MOVING TRAILER SIGNS    | 88.11       |             |
| 0012529  |       | LOMITA TRAILER SUPPLY                  | 072441           | 3/17/2020 | REPLACEMENT TRAILER STAND    | 142.30      |             |
| 00001782 |       | EBERHARD EQUIPMENT                     | 86499            | 3/19/2020 | REPLACEMENT MOWER PARTS      | 59.54       |             |
| 00000643 |       | IAPMO                                  | R7127179895916E  | 3/4/2020  | W CAMPANA MEMBERSHIP REN     | 300.00      |             |
| 00000634 |       | CALBO                                  | 1583345244       | 3/4/2020  | ANNUAL MEMBERSHIP RENEWA     | 295.00      |             |
| 00002871 |       | ICC-INTERNATIONAL CODE COUI/100849541  |                  | 3/5/2020  | CEO ARTEAGA PERMIT TECH CE   | 205.00      |             |
| 00000634 |       | CALBO                                  | x8fxcpmo         | 3/11/2020 | ANNUAL MEMBERSHIP REFUND     | -295.00     |             |
| 00005104 |       | FRED PRYOR SEMINARS                    | 20-27519117      | 3/12/2020 | SR CEO MEDINA & SR BLDG INS  | 498.00      | 29,729.33   |
| 00004266 | 147   | U.S. BANK CORPORATE PAYMEI             |                  |           |                              |             |             |
| 0007583  |       | USPS                                   | 021866           | 3/18/2020 | STAMPS FOR MAIL              | 55.60       |             |
| 00000839 |       | CAPPO INC                              | 300006998        | 2/25/2020 | 2020 CAPPO MEMBERSHIP - JOE  | 130.00      |             |
| 0005347  |       | AMAZON.COM                             | 111-4369652-5913 | 3/11/2020 | ANTI-FATIGUE FLOOR MAT       | 66.15       | 251.75      |
| 00004865 | 88210 | SO CALIF EDISON                        | 04/29/2020       | 4/29/2020 | BILLING PRD - MAR/APR, 2020  | 10,353.87   | 10,353.87   |

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| Check # | Date      | Vendor   | Invoice                            | Inv Date  | Description                  | Amount Paid | Check Total |
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| 88211   | 5/12/2020 | 0012450  | 000097                             | 4/3/2020  | REPAIR EXTERIOR STUCCO CEI   | 13,764.25   | 13,764.25   |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88212   | 5/12/2020 | 00003971 | 13240                              | 4/21/2020 | MAY 2020 - WORK COMP CLAIM.  | 9,224.00    | 9,224.00    |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88213   | 5/12/2020 | 00004372 | 9099763849                         | 3/26/2020 | POOL CHEMICALS (CO2)/SPORT   | 96.04       |             |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88214   | 5/12/2020 | 0007802  | 9099627765                         | 3/19/2020 | POOL CHEMICALS (CO2)/ SPOR   | 97.19       | 193.23      |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88215   | 5/12/2020 | 0011325  | PSI334197                          | 4/1/2020  | HAND SANITIZER FOR SEWER D   | 191.49      |             |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88216   | 5/12/2020 | 0011325  | PSI1334198                         | 3/31/2020 | SPRAY FOR SEWER DIV          | 649.47      | 840.96      |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88217   | 5/12/2020 | 00000018 | 454599                             | 4/23/2020 | GROUNDS MAINT. EQUIPMENT F   | 707.38      | 707.38      |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88218   | 5/12/2020 | 00000018 | 454599                             | 3/19/2020 | RENTAL OF LIFT FOR SPORTS C  | 1,285.00    | 1,285.00    |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88219   | 5/12/2020 | 00003098 | FS-4547                            | 8/1/2019  | PIRT POLICY FOR MIGUEL & CL  | 159.00      |             |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88220   | 5/12/2020 | 0012470  | 20-00090                           | 2/3/2020  | JAN 2020 - LOANS BOARDED-AE  | 112.00      |             |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88221   | 5/12/2020 | 0007196  | 20-00006                           | 1/1/2020  | DEC 2019 - LOANS BOARDED-A   | 112.00      |             |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88222   | 5/12/2020 | 0012470  | 20-00171                           | 3/2/2020  | FEB 2020 - LOANS BOARDED-AE  | 114.80      | 497.80      |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88223   | 5/12/2020 | 0007290  | 11361                              | 4/15/2020 | 2020 CENSUS PROMOTIONAL IT   | 24,508.96   |             |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88224   | 5/12/2020 | 0012470  | 11362                              | 4/15/2020 | 2020 CENSUS PROMOTIONAL IT   | 1,080.37    | 25,589.33   |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88225   | 5/12/2020 | 0012470  | 15129502                           | 4/10/2020 | IGNITION COILS AND FILTERS F | 98.51       |             |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88226   | 5/12/2020 | 0012470  | 15151561                           | 4/16/2020 | AIR AND OIL FILTERS FOR UNIT | 42.11       | 140.62      |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88227   | 5/12/2020 | 0007196  | 159                                | 4/14/2020 | MAR 2020 CAR WASH SRVS (80)  | 400.00      | 400.00      |
|         | Voucher:  |          |                                    |           |                              |             |             |
| 88228   | 5/12/2020 | 0007196  | ARMORCAST PRODUCTS COMP/0205948-IN | 4/8/2020  | RESTOCK METER LIDS           | 7,244.53    | 7,244.53    |
|         | Voucher:  |          |                                    |           |                              |             |             |

Final Check List  
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| Check # | Date      | Vendor  | Invoice        | Inv Date  | Description                      | Amount Paid | Check Total |
|---------|-----------|---|----------------|-----------|----------------------------------|-------------|-------------|
| 88222   | 5/12/2020 | 00005075 AT&T<br>Voucher:                     | 14401174       | 3/1/2020  | BAN: 9391034759- BP-2/01/20-2/2  | 40.43       |             |
|         |           |   | 14453972       | 3/13/2020 | BAN: 9391034761- BP-02/13/20-0   | 82.51       |             |
|         |           |   | 14453968       | 3/13/2020 | BAN: 9391034762- BP-02/13/20-0   | 2,573.03    |             |
|         |           |   | 14453966       | 3/13/2020 | BAN: 9391034763- BP-2/13/20-3/1  | 2,189.90    |             |
|         |           |   | 14453965       | 3/13/2020 | BAN: 9391034764- BP-02/13/20-0   | 2,647.53    |             |
|         |           |   | 14453970       | 3/13/2020 | BAN: 9391034766- BP-02/13/20-0   | 106.76      |             |
|         |           |   | 14326643       | 2/13/2020 | BAN: 9391034765- BP - 01/13/20-  | 1,479.71    |             |
|         |           |   | 14453967       | 3/13/2020 | BAN: 9391034765- BP - 02/13/20-  | 1,502.76    |             |
|         |           |   | 14453969       | 3/13/2020 | BAN: 9391034760- BP- 02/13/20-0  | 36.38       |             |
|         |           |   | 14326642       | 2/13/2020 | BAN: 9391034763- BP-01/13/20-0   | 2,335.91    |             |
|         |           |   | 14326644       | 2/13/2020 | BAN: 9391034762- BP-01/13/20-0   | 2,870.45    |             |
|         |           |   | 14326648       | 2/13/2020 | BAN: 9391034761- BP-01/13/19-0   | 82.51       |             |
|         |           |   | 14326641       | 2/13/2020 | BAN: 9391034764- BP-01/13/20-0   | 2,648.03    |             |
|         |           |   | 14326646       | 2/13/2020 | BAN: 9391034766- BP-01/13/20-0   | 106.80      |             |
|         |           |   | 14326645       | 2/13/2020 | BAN: 9391034760- BP- 01/13/20-0  | 36.38       |             |
|         |           |   | 14261839       | 2/1/2020  | BAN: 9391034759- BP-01/01/20-0   | 41.11       | 18,780.20   |
| 88223   | 5/12/2020 | 00003692 AT&T MOBILITY<br>Voucher:            | 287288333867X0 | 4/2/2020  | BILLING PRD- 03/10/20-04/8/20 (F | 859.57      |             |
| 88224   | 5/12/2020 | 00004126 A-THRONE CO INC.<br>Voucher:         | 875963643X0416 | 4/8/2020  | BILLING PRD- 03/9/20-04/8/20 (PI | 513.49      | 1,373.06    |
|         |           |   | 000063117      | 4/2/2020  | PORTABLE RESTROOM RENT F         | 513.04      | 513.04      |
| 88225   | 5/12/2020 | 0010585 AUTOZONE STORES, INC.<br>Voucher:     | 5488959002     | 3/16/2020 | WIPER BLADES                     | 48.49       |             |
|         |           |   | 5488981182     | 4/14/2020 | SERPENTINE BELT FOR UNIT 81      | 35.97       |             |
|         |           |   | 5488954597     | 3/11/2020 | THERMOSTAT AND TEMP. SENS        | 47.58       |             |
|         |           |   | 5488982628     | 4/16/2020 | TRAILER PLUG ADAPTER             | 23.15       |             |
|         |           |   | 5488982672     | 4/16/2020 | BRAKE PADS FOR UNIT 145          | 79.36       |             |
|         |           |   | 5488975671     | 4/6/2020  | FUEL HOSE FOR UNIT 611           | 4.06        |             |
|         |           |   | 5488976928     | 4/8/2020  | 5- OIL FILTERS                   | 17.31       |             |
|         |           |   | 5488977737     | 4/9/2020  | ANTIFREEZE AND FREON FOR L       | 22.36       |             |
|         |           |   | 5488976362     | 4/7/2020  | AIR FILTERS FOR UNIT 198         | 26.43       |             |
|         |           |   | 5488976326     | 4/7/2020  | 8- SPARK PLUGS FOR UNIT 198      | 39.60       |             |
|         |           |   | 5488946281     |           | CREDIT FOR RETURN PART           | -85.97      | 258.34      |
| 88226   | 5/12/2020 | 0011669 BDO USA LLP<br>Voucher:               | 001312573      | 3/30/2020 | MAR 2020 - SECTION 8 FINANCIA    | 1,300.00    | 1,300.00    |
| 88227   | 5/12/2020 | 0011929 BENNETT-BOWEN & LIGHTHOUS<br>Voucher: | 3005319        | 4/8/2020  | INVENTORY PO/DUST MASKS          | 359.87      | 359.87      |

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| Check # | Date      | Vendor   | Invoice         | Inv Date  | Description                    | Amount Paid | Check Total |
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| 88228   | 5/12/2020 | 0009918  | 18541           | 4/9/2020  | TRANSMISSION REPAIR- UNIT 1    | 1,659.38    | 1,659.38    |
|         | Voucher:  |          |                 |           |                                |             |             |
| 88229   | 5/12/2020 | 0008396  | 1783532         | 3/16/2020 | DUMP FEES FOR ST DIV           | 175.00      |             |
|         | Voucher:  |          |                 |           |                                |             |             |
| 88230   | 5/12/2020 | 00000759 | 1783575         | 3/17/2020 | DUMP FEES FOR ST DIV           | 175.00      | 350.00      |
|         | Voucher:  |          |                 |           |                                |             |             |
| 88231   | 5/12/2020 | 0006239  | 58683           | 4/10/2020 | FRONT WHEEL ALIGNMENT- UNI     | 201.93      | 201.93      |
|         | Voucher:  |          |                 |           |                                |             |             |
| 88232   | 5/12/2020 | 0005839  | 352878          | 4/8/2020  | FUEL INJECTOR FOR UNIT 141     | 37.19       |             |
|         | Voucher:  |          |                 |           |                                |             |             |
|         |           |          | 352903          | 4/9/2020  | DOOR LATCH FOR UNIT 291        | 39.61       |             |
|         |           |          | 352963          | 4/10/2020 | BLOWER AND SHIFTER PARTS F     | 111.70      |             |
|         |           |          | 349048          | 12/4/2019 | TIRE PRESSURE SENSORS          | 147.51      |             |
|         |           |          | 352774          | 4/6/2020  | SHIFTER SPRING FOR UNIT 117    | 6.88        |             |
|         |           |          | 352907          | 4/9/2020  | TAILGATE TOP COVER FOR UNIT    | 67.14       |             |
|         |           |          | 353127          | 4/16/2020 | SHIFTER PARTS FOR UNIT 301     | 82.50       |             |
|         |           |          | 353143          | 4/16/2020 | TIRE SEALANT KIT               | 56.58       |             |
|         |           |          | 353263          | 4/21/2020 | 2-OXYGEN SENSORS FOR UNIT      | 93.14       |             |
|         |           |          | 353432          | 4/24/2020 | FUEL FILTER PIPE ASSEMBLY F    | 171.75      |             |
|         |           |          | 353482          | 4/29/2020 | BRAKE LIGHT SWITCH AND CRA     | 74.73       |             |
|         |           |          | 353315          | 4/21/2020 | AXLE SHAFT SEAL KIT FOR UNIT   | 44.67       |             |
|         |           |          | 353365          | 4/23/2020 | TIRE SEALANT KIT FOR UNIT 721  | 36.72       | 970.12      |
| 88232   | 5/12/2020 | 0005839  | 58698133        | 4/14/2020 | MOLDINGS AND ANTIFREEZE FC     | 189.64      |             |
|         | Voucher:  |          |                 |           |                                |             |             |
|         |           |          | 598140          | 4/10/2020 | DRIVE SHAFT FLEX DISC FOR U    | 205.92      |             |
|         |           |          | 598235          | 4/13/2020 | RADIATOR FOR UNIT 165          | 242.00      |             |
|         |           |          | 598248          | 4/13/2020 | REAR DRIVE SHAFT FLEX DISC I   | 124.08      |             |
|         |           |          | 598040          | 4/9/2020  | BRAKE ROTORS, PADS, COOLAI     | 985.95      | 1,747.59    |
|         |           |          | 4921            | 4/7/2020  | MAR 2020 - CONTRIBUTION TOV    | 370.92      | 370.92      |
| 88233   | 5/12/2020 | 00005244 |                 |           |                                |             |             |
|         | Voucher:  |          |                 |           |                                |             |             |
| 88234   | 5/12/2020 | 00004083 | 5388            | 3/13/2020 | 2/24/20-3/8/20 - CONSTRUCTION  | 116,121.82  | 116,121.82  |
|         | Voucher:  |          |                 |           |                                |             |             |
| 88235   | 5/12/2020 | 0011922  | 57504385        | 4/14/2020 | 03/20/20 - DOT PHYSICALS AND I | 378.00      |             |
|         | Voucher:  |          |                 |           |                                |             |             |
|         |           |          | 6762212         | 4/8/2020  | 04/02-04/06/2020 PHYSICALS ANI | 450.50      |             |
|         |           |          | 67672913        | 4/15/2020 | 4/13/20 LAX SANTA FE SPRING -I | 283.50      |             |
|         |           |          | 67565947        | 4/1/2020  | 3/26-3/30/2020 PHYSICALS AND F | 614.00      | 1,726.00    |
| 88236   | 5/12/2020 | 00005110 | RE-PW200309046  | 3/9/2020  | TS MAINT DDG-THRU FEB 2020     | 441.41      |             |
|         | Voucher:  |          |                 |           |                                |             |             |
|         |           |          | RE-PW-190909011 | 9/9/2019  | RI CK# 87704 TRAFFIC SIGNAL C  | 121.98      | 959.98      |
|         |           |          | RE-PW-20040605  | 4/6/2020  | TS MAINT DDG-THRU MARCH 20     | 396.59      |             |



Bank : botw BANK OF THE WEST (Continued)

| Check # | Date      | Vendor               | Invoice   | Inv Date   | Description                     | Amount Paid | Check Total |
|---------|-----------|----------------------|---|------------|---------------------------------|-------------|-------------|
| 88237   | 5/12/2020 | 00001423<br>Voucher: | DAILY JOURNAL CORPORATION B3359345                            | 4/16/2020  | NOTICE OF HRG: CORONAVIRUS      | 117.60      | 117.60      |
| 88238   | 5/12/2020 | 00000314<br>Voucher: | DAPEER ROSENBLIT & LITVAK LL17080<br>17081                    | 2/29/2020  | FEB 25-29, 2020 (NON-CDBG) MI   | 507.50      |             |
|         |           |                      | 17079   | 2/29/2020  | THRU 2/29/20 - PETRONE, FILOM   | 1,828.20    |             |
| 88239   | 5/12/2020 | 0012583<br>Voucher:  | DELGADO, MAYRA<br>Ref000266422                                | 2/29/2020  | FEB 2020 - (CDBG) MUNICIPAL C   | 70.20       | 2,405.90    |
|         |           |                      |   | 4/16/2020  | UB REFUND CST #00059323- 27C    | 23.73       | 23.73       |
| 88240   | 5/12/2020 | 0011434<br>Voucher:  | EDGESOFT, INC.<br>3104  | 10/25/2019 | PERMIT AND LICENSING SOFTV      | 44,300.00   |             |
|         |           |                      | 3127  | 4/13/2020  | PERMIT AND LICENSING SOFTV      | 18,600.00   |             |
|         |           |                      | 3129  | 4/14/2020  | PERMIT AND LICENSING SOFTV      | 12,200.00   | 75,100.00   |
| 88241   | 5/12/2020 | 0012293<br>Voucher:  | EMP: BAEZ, HUMBERTO<br>DJMMS2F3555                            | 3/29/2020  | 2019 MEMBERSHIP RENEWAL F       | 65.00       | 65.00       |
| 88242   | 5/12/2020 | 00002026<br>Voucher: | FEDERAL EXPRESS CORPORATI6-982-26772                          | 4/10/2020  | FEDEX PRIORITY OVERNIGHT        | 7.39        |             |
| 88243   | 5/12/2020 | 0008331<br>Voucher:  | FORENSIC NURSE RESPONSE T103-18-20<br>6-982-32805             | 4/10/2020  | FEDEX PRIORITY OVERNIGHT        | 125.64      | 133.03      |
|         |           |                      |   | 4/1/2020   | SART EXAMS 20-02738             | 1,029.00    | 1,029.00    |
| 88244   | 5/12/2020 | 0010237<br>Voucher:  | FRONTIER COMMUNICATIONS<br>562-622-5327-04/ 4/19/2020         | 4/19/2020  | BILLING- 04/19/20-05/18/20      | 64.49       |             |
|         |           |                      | 562-923-9514-04/ 4/10/2020                                    | 4/10/2020  | BILLING - 04/10/20-05/09/20     | 112.45      |             |
| 88245   | 5/12/2020 | 0006890<br>Voucher:  | GARVEY EQUIPMENT COMPANY 127625<br>562-928-0039-05/ 4/25/2020 | 4/25/2020  | BILLING - 04/25/20-05/24/20     | 55.46       | 232.40      |
|         |           |                      |   | 4/7/2020   | EQUIPMENT REPLACEMENT PAI       | 879.80      | 879.80      |
| 88246   | 5/12/2020 | 00004934<br>Voucher: | GAS COMPANY<br>083 407 6536 4-04 4/22/2020                    | 4/22/2020  | BILLING PRD- 03/20/20 -04/20/20 | 20.65       |             |
| 88247   | 5/12/2020 | 0010016<br>Voucher:  | GLOBAL PARATRANSIT INC.<br>11920-08                           | 4/22/2020  | MAR 2020 - FIXED ROUTE (GATE    | 47,626.58   | 47,626.58   |
| 88248   | 5/12/2020 | 00002890<br>Voucher: | GRAINGER<br>9485300280  | 3/24/2020  | FILTERS FOR ELECT DIV           | 1,025.59    |             |
|         |           |                      | 9486763205  | 3/26/2020  | FIRE EXTINGUISHER CABINET/P     | 744.04      |             |
| 88249   | 5/12/2020 | 00002524<br>Voucher: | GREEN'S CLEANERS<br>9494177083                                | 4/2/2020   | BUILDING REPAIRS/SPORTS CEI     | 255.68      | 2,025.31    |
|         |           |                      | 531422  | 3/31/2020  | MAR 2020 JAIL CLEANING OF BL    | 968.80      | 968.80      |
| 88250   | 5/12/2020 | 0012575<br>Voucher:  | GUTTMAN, ALEX<br>Ref000265946                                 | 4/9/2020   | UB REFUND CST #00063460 - 45i   | 204.28      | 204.28      |
| 88251   | 5/12/2020 | 00001522<br>Voucher: | HD SUPPLY WHITE CAP<br>10012167269                            | 3/17/2020  | HARDWARE FOR ST DIV             | 542.71      | 542.71      |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date      | Vendor   | Invoice                                | Inv Date     | Description                    | Amount Paid                    | Check Total |
|---------|-----------|----------|--|--------------|--------------------------------|--------------------------------|-------------|
| 88252   | 5/12/2020 | 0009879  | HDL COREN & CONE                       | 0027831-IN   | 4/23/2020                      | APRIL - JUNE 2020 - CONTRACT   | 3,375.00    |
|         | Voucher:  |          |  |              |                                |                                |             |
| 88253   | 5/12/2020 | 0005767  | HERTZ EQUIPMENT RENTAL COF31368558-001 | 4/8/2020     | MARCO B.: LIFT RENTAL - SPOR   | 1,015.50                       | 1,015.50    |
|         | Voucher:  |          |  |              |                                |                                |             |
| 88254   | 5/12/2020 | 00000268 | HOME DEPOT CREDIT SERVICES9360575      | 4/8/2020     | GROUNDS MAINTENANCE SUPP       | 55.97                          |             |
|         | Voucher:  |          |  |              |                                |                                |             |
|         |           |          | 4350493                                | 4/23/2020    | FACILITY MAINT. SUPPLIES       | 142.10                         |             |
|         |           |          | 0360724                                | 4/27/2020    | GROUNDS MAINT. EQUIPMENT F     | 6.56                           |             |
|         |           |          | 4350496                                | 4/23/2020    | GROUNDS MAINT. SUPPLIES        | 497.98                         |             |
|         |           |          | 2360494                                | 3/26/2020    | ELECTRICAL REPAIRS/EQUIPME     | 84.84                          |             |
|         |           |          | 0360723                                | 4/27/2020    | FACILITY MAINT. SUPPLIES       | 50.53                          |             |
|         |           |          | 8221337                                |              | CREDIT GROUNDS MAINT SUPP      | -174.91                        |             |
|         |           |          | 1360566                                | 4/6/2020     | STANDBY EQUIPMENT REPAIRS      | 170.59                         |             |
|         |           |          | 4360582                                | 4/13/2020    | WATER SUPPLIES                 | 272.80                         |             |
|         |           |          | 5040072                                | 3/13/2020    | AIR COMPRESSOR                 | 108.90                         |             |
|         |           |          | 2340336                                | 3/26/2020    | CENSUS BANNER INSTALLATION     | 79.82                          |             |
|         |           |          | 7360522                                | 3/31/2020    | BUILDING MAINTENANCE SUPPI     | 34.29                          |             |
|         |           |          | 5370883                                | 4/2/2020     | BUILDING MAINTENANCE/SPOR      | 99.79                          |             |
|         |           |          | 1360565                                | 4/6/2020     | BUILDING MAINTENANCE/SPOR      | 14.56                          |             |
|         |           |          | 1360564                                | 4/6/2020     | BUILDING MAINTENANCE/SPOR      | 91.87                          |             |
|         |           |          | 7541041                                | 4/10/2020    | SPORTS CENTER GYM - PAINTIN    | 427.17                         |             |
| 88255   | 5/12/2020 | 0012495  | JAFIDANI CLOTHING INC                  | 6350397      | 4/11/2020                      | SPORTS CENTER GYM - PAINTIN    | 141.21      |
|         | Voucher:  |          |  |              |                                |                                |             |
| 88256   | 5/12/2020 | 0011585  | JOHNSON CONTROLS FIRE                  | Ref000265942 | 4/9/2020                       | UB REFUND CST #00059396 - 99:  | 2,104.07    |
|         | Voucher:  |          |  |              |                                |                                |             |
|         |           |          | 21520655                               | 3/6/2020     | 1/1/30-3/31/20 - JOHNSON CONTI | 307.00                         |             |
|         |           |          | 21520651                               | 3/6/2020     | 1/1/20-3/31/20 - JOHNSON CONTI | 318.75                         |             |
|         |           |          | 21520653                               | 3/6/2020     | 7/1/19-6/30/20 - JOHNSON CONTI | 107.00                         |             |
|         |           |          | 21520654                               | 3/6/2020     | 1/1/20-3/31/20 - JOHNSON CONTI | 307.00                         |             |
| 88257   | 5/12/2020 | 0012510  | KILEY & ASSOCIATES, LLC                | 86653785     | 3/23/2020                      | 3/17/20 - SERVICE CALL: REWIRI | 1,483.75    |
|         | Voucher:  |          |  |              |                                |                                |             |
|         |           |          | SG200401                               | 4/1/2020     | MAR 220 - FEDERAL LEGISLATIV   | 3,333.33                       | 3,333.33    |
| 88258   | 5/12/2020 | 00003540 | LA COUNTY DEPT. OF PUBLIC WIN200000717 | 3/26/2020    | TS.5866/STATE ST@ TWEEDY BI    | 1,294.73                       | 1,294.73    |
|         | Voucher:  |          |  |              |                                |                                |             |
| 88259   | 5/12/2020 | 00004384 | LIEN ON ME, INC.                       | 559329812    | 4/6/2020                       | BILL REVIEW: - CLAIM #JS122215 | 386.19      |
|         | Voucher:  |          |  |              |                                |                                |             |
|         |           |          | 559329901                              | 4/20/2020    | BILL REVIEW: - CLAIM #011619K  | 608.26                         | 994.45      |

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| Check # | Date      | Vendor   | Invoice                           | Inv Date                    | Description                    | Amount Paid | Check Total |
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| 88260   | 5/12/2020 | 00003793 | LONG BEACH BMW MOTORCYCL36912     | 3/18/2020                   | SERVICE, FLUSH BRAKE AND RE    | 730.04      | 730.04      |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88261   | 5/12/2020 | 0012586  | LOPEZ, CARLOS                     | 4/16/2020                   | UB REFUND CST #00060404 - 33   | 204.28      | 204.28      |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88262   | 5/12/2020 | 0012291  | LPA, INC.                         | 4/7/2020                    | 11/18/19 - ARCHITECTURL DESIG  | 2,102.40    | 2,102.40    |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88263   | 5/12/2020 | 0012578  | MAINTENANCE SUPPLIES, LLC         | 4/14/2020                   | INVENTORY PO/NITRILE GLOVE     | 765.38      | 765.38      |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88264   | 5/12/2020 | 0012576  | MEDINA, JUAN                      | 4/9/2020                    | UB REFUND CST #00063588 - 97   | 204.28      | 204.28      |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88265   | 5/12/2020 | 0012373  | METROHM USA, INC                  | 1/31/2020                   | NARCOTICS ANALYZER METROH      | 24,290.00   | 24,290.00   |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88266   | 5/12/2020 | 00003815 | MICHELSON LABORATORIES, INC(25136 | 3/31/2020                   | MAR 2019 - HETEROTROPHIC PI    | 1,190.00    | 1,190.00    |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88267   | 5/12/2020 | 0012573  | MIRABAL, AGUSTIN                  | 4/9/2020                    | UB REFUND CST #00063489 - 86   | 115.88      | 115.88      |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88268   | 5/12/2020 | 00003356 | MISC - LIABILITY CLAIMS           | RODRIGUEZ, CIR 4/21/2020    | 20-01409-1 - REIMB EXTRA STOF  | 350.50      | 350.50      |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88269   | 5/12/2020 | 00000170 | MISC - PKS & REC REFUND           | 221481/232686/8- 4/17/2020  | 221481/232686/8 - REFUND TRIP: | 295.00      | 295.00      |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88270   | 5/12/2020 | 00000170 | MISC - PKS & REC REFUND           | 232347-TUER,T. 4/17/2020    | 232347 - REFUND TRIPS CANCEI   | 210.00      | 210.00      |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88271   | 5/12/2020 | 00000170 | MISC - PKS & REC REFUND           | 220971/232350-F/ 4/17/2020  | 220971/232350 - REFUND TRIPS   | 210.00      | 210.00      |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88272   | 5/12/2020 | 00000170 | MISC - PKS & REC REFUND           | 232543/79/97-CA\$ 4/17/2020 | 232543/79/97 - REFUND TRIPS C, | 190.00      | 190.00      |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88273   | 5/12/2020 | 00000170 | MISC - PKS & REC REFUND           | 232624-TORRES, 4/17/2020    | 232624 - REFUND TRIPS CANCEI   | 180.00      | 180.00      |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88274   | 5/12/2020 | 00000170 | MISC - PKS & REC REFUND           | 232365-PALMA,S. 4/17/2020   | 232365 - REFUND TRIPS CANCEI   | 175.00      | 175.00      |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88275   | 5/12/2020 | 00000170 | MISC - PKS & REC REFUND           | 232605-LOPEZ,A. 4/17/2020   | 232605 - REFUND TRIPS CANCEI   | 170.00      | 170.00      |
|         | Voucher:  |          |                                   |                             |                                |             |             |
| 88276   | 5/12/2020 | 00000170 | MISC - PKS & REC REFUND           | 235096-ROSALES 4/28/2020    | 235096 - REFUND FACILITY REN   | 151.00      | 151.00      |
|         | Voucher:  |          |                                   |                             |                                |             |             |



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| Check # | Date                  | Vendor   | Invoice          | Inv Date  | Description                   | Amount Paid | Check Total |
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| 88277   | 5/12/2020<br>Voucher: | 00000170 | 228078-CAMARIL   | 4/20/2020 | 228078 - RFUND FACILITY RENT/ | 151.00      | 151.00      |
| 88278   | 5/12/2020<br>Voucher: | 00000170 | 232623-PERES,M   | 4/17/2020 | 232623 - REFUND TRIPS CANCEL  | 150.00      | 150.00      |
| 88279   | 5/12/2020<br>Voucher: | 00000170 | 232346-JIMENEZ,  | 4/17/2020 | 232346 - REFUND TRIPS CANCEL  | 140.00      | 140.00      |
| 88280   | 5/12/2020<br>Voucher: | 00000170 | 232681-ESPINOZ,  | 4/17/2020 | 232681 - REFUND TRIPS CANCEL  | 115.00      | 115.00      |
| 88281   | 5/12/2020<br>Voucher: | 00000170 | 232633-SANCHEZ,  | 4/17/2020 | 232633 - REFUND TRIPS CANCEL  | 105.00      | 105.00      |
| 88282   | 5/12/2020<br>Voucher: | 00000170 | 232355-ROBLES,I  | 4/17/2020 | 232355 - REFUND TRIPS CANCEL  | 100.00      | 100.00      |
| 88283   | 5/12/2020<br>Voucher: | 00000170 | 232354-ARRELLA   | 4/17/2020 | 232354-REFUND TRIPS DUE TO I  | 100.00      | 100.00      |
| 88284   | 5/12/2020<br>Voucher: | 00000170 | 231832-SANCHEZ   | 4/22/2020 | 231812 - REFUND BASKETBALL C  | 94.00       | 94.00       |
| 88285   | 5/12/2020<br>Voucher: | 00000170 | 233024-SILLAS,V. | 4/22/2020 | 233024 - REFUND BASKETBALL C  | 94.00       | 94.00       |
| 88286   | 5/12/2020<br>Voucher: | 00000170 | 232637-ALVARAD   | 4/17/2020 | 232637 - REFUND TRIP CANCELI  | 80.00       | 80.00       |
| 88287   | 5/12/2020<br>Voucher: | 00000170 | 232351-ARREOLA   | 4/17/2020 | 232351- REFUND TRIP CANCELL   | 70.00       | 70.00       |
| 88288   | 5/12/2020<br>Voucher: | 00000170 | 232825-ZAMORA,   | 4/17/2020 | 232825 - REFUND TRIPS CANCEL  | 70.00       | 70.00       |
| 88289   | 5/12/2020<br>Voucher: | 00000170 | 232650-SERRANC   | 4/17/2020 | 234061 - REFUND TRIPS CANCEL  | 65.00       | 65.00       |
| 88290   | 5/12/2020<br>Voucher: | 00000170 | 232649-NUNEZ,G   | 4/17/2020 | 232649 - REFUND TRIP CANCELI  | 60.00       | 60.00       |
| 88291   | 5/12/2020<br>Voucher: | 00000170 | 233036-AYALA,E.  | 4/17/2020 | 233036 - REFUND TRIPS CANCEL  | 60.00       | 60.00       |
| 88292   | 5/12/2020<br>Voucher: | 00000170 | 222045-GUTIERR   | 4/17/2020 | 222046 - REFUND TRIP CANCELI  | 60.00       | 60.00       |
| 88293   | 5/12/2020<br>Voucher: | 00000170 | 222055-GIL, C.   | 4/17/2020 | 222055 - REFUND TRIPS CANCEL  | 60.00       | 60.00       |

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| 88294   | 5/12/2020 | 00000170 | 234954-RODRIGL  | 4/17/2020 | 234954 - REFUND TRIPS CANCEI | 60.00       | 60.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88295   | 5/12/2020 | 00000170 | 232374-RODRIGL  | 4/17/2020 | 232374 - REFUND TRIPS CANCEI | 60.00       | 60.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88296   | 5/12/2020 | 00000170 | 232607-WELCH,D  | 4/17/2020 | 232607 - REFUND TRIPS CANCEI | 60.00       | 60.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88297   | 5/12/2020 | 00000170 | 234135-GUTIERR  | 4/17/2020 | 234135 - REFUND TRIPS CANCEI | 55.00       | 55.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88298   | 5/12/2020 | 00000170 | 220965-CORDOV   | 4/17/2020 | 220965 - REFUND TRIPS CANCEI | 50.00       | 50.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88299   | 5/12/2020 | 00000170 | 231316-MORIEL,F | 4/22/2020 | 231316 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88300   | 5/12/2020 | 00000170 | 231303-LARIOS,A | 4/22/2020 | 231303 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88301   | 5/12/2020 | 00000170 | 233850-GUZMAN,  | 4/22/2020 | 233850 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88302   | 5/12/2020 | 00000170 | 232710-REYES, D | 4/22/2020 | 232710 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88303   | 5/12/2020 | 00000170 | 232661-ALMANZA  | 4/22/2020 | 232661 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88304   | 5/12/2020 | 00000170 | 232602-SEGURA,  | 4/22/2020 | 232602 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88305   | 5/12/2020 | 00000170 | 231904-BAEZA,I. | 4/22/2020 | 231904 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88306   | 5/12/2020 | 00000170 | 231429-NUNEZ,J. | 4/22/2020 | 231429 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88307   | 5/12/2020 | 00000170 | 231254-GOMEZ,J. | 4/22/2020 | 231254 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88308   | 5/12/2020 | 00000170 | 231398-VELAZQU  | 4/22/2020 | 231398 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88309   | 5/12/2020 | 00000170 | 231278-VELASQL  | 4/22/2020 | 231278 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88310   | 5/12/2020 | 00000170 | 232789-SOLTERC  | 4/22/2020 | 232789 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |

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| Check # | Date      | Vendor   | Invoice         | Inv Date  | Description                  | Amount Paid | Check Total |
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| 88311   | 5/12/2020 | 00000170 | 233848-CANO,P.  | 4/22/2020 | 233848 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88312   | 5/12/2020 | 00000170 | 231275-GODBEY,  | 4/22/2020 | 231275 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88313   | 5/12/2020 | 00000170 | 231583-VALENZU  | 4/22/2020 | 231583 - REFUND MULTI SPORT  | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88314   | 5/12/2020 | 00000170 | 231350-LOPEZ,O. | 4/22/2020 | 231350 - REFUND BASKETBALL   | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88315   | 5/12/2020 | 00000170 | 231358-GONZALE  | 4/22/2020 | 231358 - REFUND BASKETBALL   | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88316   | 5/12/2020 | 00000170 | 231416-HERNANI  | 4/22/2020 | 231416 - REFUND BASKETBALL   | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88317   | 5/12/2020 | 00000170 | 231581-RAMIREZ  | 4/22/2020 | 231581 - REFUND BASKETBALL   | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88318   | 5/12/2020 | 00000170 | 231812-SANDOV   | 4/22/2020 | 231812 - REFUND BASKETBALL   | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88319   | 5/12/2020 | 00000170 | 232878-TAPIA,N. | 4/22/2020 | 232878 - REFUND BASKETBALL   | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88320   | 5/12/2020 | 00000170 | 233103-RUECKNE  | 4/22/2020 | 233103 - REFUND BASKETBALL   | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88321   | 5/12/2020 | 00000170 | 233547-BAUTIST  | 4/22/2020 | 233547 - REFUND BASKETBALL   | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88322   | 5/12/2020 | 00000170 | 233833-NAJERA,E | 4/22/2020 | 233833 - REFUND BASKETBALL   | 47.00       | 47.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88323   | 5/12/2020 | 00000170 | 232352-HERNANI  | 4/17/2020 | 232352 - REFUND TRIPS CANCEL | 45.00       | 45.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88324   | 5/12/2020 | 00000170 | 232951-ROSAS,M  | 4/17/2020 | 232951 - REFUND TRIPS CANCEL | 40.00       | 40.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88325   | 5/12/2020 | 00000170 | 221475-MADERA,  | 4/17/2020 | 221475 - REFUND TRIP CANCELI | 40.00       | 40.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88326   | 5/12/2020 | 00000170 | 232651-RODRIGL  | 4/17/2020 | 232651 - REFUND TRIPS CANCEL | 40.00       | 40.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
| 88327   | 5/12/2020 | 00000170 | 232651(B)-RODR  | 4/17/2020 | 232651-REFUND TRIP DUE TO C  | 30.00       | 70.00       |
|         | Voucher:  |          |                 |           |                              |             |             |
|         |           |          | 232662-GUZMAN,  | 4/17/2020 | 232662 - REFUND TRIP CANCELI | 40.00       | 40.00       |



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| Check # | Date      | Vendor   | Invoice          | Inv Date  | Description                  | Amount Paid | Check Total |
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| 88328   | 5/12/2020 | 00000170 | 232635-CALLERO   | 4/17/2020 | 232635 - REFUND TRIP CANCELI | 40.00       | 40.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88329   | 5/12/2020 | 00000170 | 220983-REYES,M   | 4/17/2020 | 220983-REFUND OF TRIP DUE TO | 40.00       | 40.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88330   | 5/12/2020 | 00000170 | 222046-AGUILAR,  | 4/17/2020 | 222046 - REFUND TRIP CANCELI | 30.00       | 30.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88331   | 5/12/2020 | 00000170 | 220985-FAULKNE   | 4/17/2020 | 220985 - REFUND TRIPS CANCEI | 30.00       | 30.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88332   | 5/12/2020 | 00000170 | 220982-BACA,L    | 4/17/2020 | 220982- REFUND TRIPS CANCEL  | 30.00       | 30.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88333   | 5/12/2020 | 00000170 | 233068-MORALE    | 4/17/2020 | 233068 - REFUND TRIP CANCELI | 25.00       | 25.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88334   | 5/12/2020 | 00000170 | 232366-PETERSC   | 4/17/2020 | 232366 - REFUND TRIP CANCELI | 25.00       | 25.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88335   | 5/12/2020 | 00000170 | 232606-SHAKER,   | 4/17/2020 | 232606- REFUND TRIP DUE TO C | 25.00       | 25.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88336   | 5/12/2020 | 00000170 | 234061-CRESPO,   | 4/17/2020 | 234061 - REFUND TRIPS CANCEI | 20.00       | 20.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88337   | 5/12/2020 | 00000170 | 232701-VERGAR    | 4/17/2020 | 232701 - REFUND TRIPS CANCEI | 20.00       | 20.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88338   | 5/12/2020 | 00000170 | 234058-RAYA,A    | 4/17/2020 | 234058 - REFUND TRIP CANCELI | 20.00       | 20.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88339   | 5/12/2020 | 00000170 | 234073-BERNAL,   | 4/17/2020 | 234073 - REFUND TRIPS CANCEI | 20.00       | 20.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88340   | 5/12/2020 | 00000170 | 234189-MIJARES,  | 4/17/2020 | 234189 - REFUND TRIP CANCELI | 20.00       | 20.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88341   | 5/12/2020 | 00000170 | 224053-TITTLE, A | 3/10/2020 | 224053-REFUND MEMBERSHIP I   | 19.00       | 19.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88342   | 5/12/2020 | 00000170 | 232639-RODRIGL   | 4/17/2020 | 232639 - REFUND TRIPS CANCEI | 10.00       | 10.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88343   | 5/12/2020 | 00000170 | 232608-LEMEZO,   | 4/17/2020 | 232608- REFUND TRIP DUE TO C | 10.00       | 10.00       |
|         | Voucher:  |          |                  |           |                              |             |             |
| 88344   | 5/12/2020 | 00003458 | GRATITUDE RE L   | 4/13/2020 | REIMB: NEW WATER SERVICE IN  | 66,344.37   | 66,344.37   |
|         | Voucher:  |          |                  |           |                              |             |             |

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| 88345   | 5/12/2020 | 0007720  | US-INV938019 | 4/22/2020 | 05/01/20-04/30/21 - HOUSING PR | 19,117.28   |             |
|         | Voucher:  |          |              |           | IVR PHONE CHARGES-SECTION      | 6.55        | 19,123.83   |
| 88346   | 5/12/2020 | 0008506  | US-INV967156 | 3/20/2020 | PPE4/09/20 - HR ANALYST- TAYL  | 3,332.00    |             |
|         | Voucher:  |          | 129726       | 4/17/2020 | WK ENDING 3/1/20 - PW PROJEC   | 3,800.00    | 7,132.00    |
| 88347   | 5/12/2020 | 00004620 | 129688       | 3/25/2020 | PROPANE GAS AND COMPLIANC      | 121.80      |             |
|         | Voucher:  |          | 456635       |           | DOG FOOD FOR MENDEZ/MAJO       | 94.81       | 94.81       |
| 88348   | 5/12/2020 | 0009990  | 3657         | 4/6/2020  | DOG FOOD FOR MENDEZ/MAJO       | 94.81       |             |
|         | Voucher:  |          |              |           | 4/1/20-3/31/21 - SEWER LATERAL | 1,200.00    | 1,200.00    |
| 88349   | 5/12/2020 | 0005289  | 14772        | 3/31/2020 | 4/1/20-3/31/21 - SEWER LATERAL | 1,200.00    |             |
|         | Voucher:  |          |              |           | AIR DOOR ACTUATOR FOR UNIT     | 32.63       |             |
| 88350   | 5/12/2020 | 0007984  | 3063-341322  | 4/9/2020  | IGNITION COIL FOR UNIT 290     | 47.53       |             |
|         | Voucher:  |          | 3063-341331  | 4/9/2020  | 2- RADIATOR CAPS FOR UNIT 13   | 11.22       |             |
|         |           |          | 3063-341302  | 4/9/2020  | SHIFT BUSHING FOR UNIT 655     | 6.31        |             |
|         |           |          | 3063-340687  | 4/3/2020  | SUPPLIES                       | 19.82       |             |
|         |           |          | 3063-342212  | 4/16/2020 | BATTERY FOR UNIT 405           | 163.72      |             |
|         |           |          | 3063-341173  | 4/7/2020  | LAMP FOR UNIT 291              | 20.08       |             |
|         |           |          | 3063-340656  | 4/3/2020  | FUEL HOSE FOR UNIT 611         | 8.20        |             |
|         |           |          | 3063-341020  | 4/6/2020  | SPARK PLUG REMOVER (TOOL)      | 137.80      | 447.31      |
| 88351   | 5/12/2020 | 0011294  | 3063-341240  | 4/8/2020  | MAR 2020 - ANNUAL LANDSCAPI    | 20,777.00   | 20,777.00   |
|         | Voucher:  |          | 26269        | 3/31/2020 | TRAINING-CALNENA CONFEREN      | 238.60      |             |
| 88352   | 5/12/2020 | 00000326 | 1-2756       | 4/9/2020  | TRAINING-CALNENA CONFEREN      | 238.60      |             |
|         | Voucher:  |          |              |           | TRAINING-CALNENA CONFEREN      | 494.82      | 494.82      |
| 88353   | 5/12/2020 | 0011707  | 1-2756       | 4/22/2020 | TRAINING-CALNENA CONFEREN      | 238.60      |             |
|         | Voucher:  |          |              |           | POLICE K9- "MAJOR"             | 9,371.25    | 9,371.25    |
| 88354   | 5/12/2020 | 00003935 | 1-2756       | 4/9/2020  | TRAINING-CALNENA CONFEREN      | 238.60      |             |
|         | Voucher:  |          |              |           | TRAINING: PUBLIC SAFETY DISF   | 478.06      | 478.06      |
| 88355   | 5/12/2020 | 0010664  | 003          | 3/25/2020 | TRAINING: PUBLIC SAFETY DISF   | 478.06      |             |
|         | Voucher:  |          |              |           | TRAINING: FIELD TRAINING OFF   | 155.15      | 155.15      |
| 88356   | 5/12/2020 | 0010738  | 1-2755       | 4/21/2020 | TRAINING: FIELD TRAINING OFF   | 155.15      |             |
|         | Voucher:  |          |              |           | TRAINING-CALNENA CONFEREN      | 238.60      | 238.60      |
| 88357   | 5/12/2020 | 0010856  | 1-2710       | 4/21/2020 | TRAINING-CALNENA CONFEREN      | 238.60      |             |
|         | Voucher:  |          |              |           |                                |             |             |
| 88358   | 5/12/2020 | 0012568  | 1-2756       | 4/9/2020  | TRAINING-CALNENA CONFEREN      | 238.60      |             |
|         | Voucher:  |          |              |           |                                |             |             |

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| 88359   | 5/12/2020                           | 0011255  | 1-2756            | 4/9/2020   | TRAINING-CALMENA CONFEREN      | 238.60      | 238.60      |
|         | Voucher: PD: RODRIGUEZ, ELIZABETH   |          |                   |            |                                |             |             |
| 88360   | 5/12/2020                           | 00004168 | 1-2710            | 4/21/2020  | TRAINING: FIELD TRAINING OFF   | 148.73      | 148.73      |
|         | Voucher: PD: VASQUEZ, NICHOLAS      |          |                   |            |                                |             |             |
| 88361   | 5/12/2020                           | 00004717 | 03/03/2020-04/20/ | 4/20/2020  | PETTY CASH RECEIPTS - 03/03/2  | 512.85      | 512.85      |
|         | Voucher: PETTY CASH- GENERAL FUND - |          |                   |            |                                |             |             |
| 88362   | 5/12/2020                           | 00002335 | MAY 2020          | 5/1/2020   | RESERVE ACCOUNT NO. 347190     | 3,000.00    | 3,000.00    |
|         | Voucher: PITNEY BOWES               |          |                   |            |                                |             |             |
| 88363   | 5/12/2020                           | 00000488 | 95744564          | 3/26/2020  | WELDING SUPPLIES               | 109.56      |             |
|         | Voucher: PRAXAIR DISTRIBUTION, INC. |          |                   |            |                                |             |             |
| 88364   | 5/12/2020                           | 0005368  | 95641030          | 3/22/2020  | 2/20/20-3/20/20 - CYLINDER REN | 133.91      | 243.47      |
|         | Voucher: PRINTCO DIRECT             |          |                   |            |                                |             |             |
|         |                                     |          | 82416             | 11/13/2019 | 24X36 PRINT SETS AND COPIES    | 1,170.74    |             |
|         |                                     |          | 82433             | 11/20/2019 | 24X36 CITY AND CALTRANS PLA    | 1,633.79    |             |
|         |                                     |          | 82586             | 2/14/2020  | LETTERHEAD                     | 1,212.75    |             |
|         |                                     |          | 82721             | 4/21/2020  | BUSINESS CARDS - PW-SSSUPE     | 33.08       | 4,050.36    |
| 88365   | 5/12/2020                           | 0007637  | 1006046           | 3/31/2020  | MARCH 2020 - 13050 PARAMOUN    | 5,930.00    |             |
|         | Voucher: RSG, INC                   |          |                   |            |                                |             |             |
|         |                                     |          | 1006037           | 3/21/2020  | MARCH 2020 - SUCCESSOR AGE     | 1,938.75    |             |
|         |                                     |          | 1006040           | 3/31/2020  | MARCH 2020-13050 PARAMOUN      | 3,500.00    |             |
|         |                                     |          | 1006072           | 3/31/2020  | MARCH 2020-13050 PARAMOUN      | 4,750.00    |             |
|         |                                     |          | 1006038           | 3/31/2020  | MARCH 2020 - HOUSING AUTHO     | 3,730.22    |             |
|         |                                     |          | 1006042           | 3/31/2020  | MARCH 2020 - GENERAL-ON CAI    | 2,928.75    |             |
|         |                                     |          | 1006039           | 3/31/2020  | MARCH 2020 - ANTI-GENTRIFICA   | 14,907.50   | 37,685.22   |
| 88366   | 5/12/2020                           | 0012585  | Ref000266424      | 4/16/2020  | UB REFUND CST #00060054 - 89:  | 63.47       | 63.47       |
|         | Voucher: SAENZ, MARIA               |          |                   |            |                                |             |             |
| 88367   | 5/12/2020                           | 0012571  | Ref000265941      | 4/9/2020   | UB REFUND CST #00048845 - 88:  | 40.00       | 40.00       |
|         | Voucher: SALCEDA, YESENIA           |          |                   |            |                                |             |             |
| 88368   | 5/12/2020                           | 00000322 | 000504            | 4/30/2020  | NON TAXABLE" SNACKS FOR ST     | 251.27      | 251.27      |
|         | Voucher: SAM'S CLUB                 |          |                   |            |                                |             |             |
| 88369   | 5/12/2020                           | 00000557 | 642264            | 4/17/2020  | ARMOR EXPRESS BALLISTIC TA     | 5,481.63    | 5,481.63    |
|         | Voucher: SAN DIEGO POLICE EQUIPMENT |          |                   |            |                                |             |             |
| 88370   | 5/12/2020                           | 0005808  | 1857              | 4/13/2020  | INVENTORY PO/ PAINT            | 1,905.82    | 1,905.82    |
|         | Voucher: SCOTCH PAINT CORPORATION   |          |                   |            |                                |             |             |
| 88371   | 5/12/2020                           | 0008973  | D160216           | 3/2/2020   | HOOD RELEASE CABLE             | 71.66       | 71.66       |
|         | Voucher: SCOTT ROBINSON CHRYSLER D  |          |                   |            |                                |             |             |
| 88372   | 5/12/2020                           | 0010623  | 20040420          | 4/1/2020   | APR 2020 - ARMORED TRUCK SE    | 280.24      | 280.24      |
|         | Voucher: SECTRAN SECURITY INC.      |          |                   |            |                                |             |             |



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| Check # | Date      | Vendor   | Invoice                                 | Inv Date  | Description                   | Amount Paid | Check Total |
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| 88373   | 5/12/2020 | 00004834 | SECURITY SIGNAL DEVICES SYSS-01018606   | 3/23/2020 | ALARM SYSTEM REPAIRS/SPOR     | 139.00      |             |
|         |           | Voucher: | R-00178496                              | 3/10/2020 | SSD-WATER FACILITIES ANNUAL   | 6,892.56    |             |
|         |           |          | R-00179817                              | 3/10/2020 | SSD-CIVIC CTR LOCATIONS-ANN   | 6,442.72    |             |
|         |           |          | R-00179288                              | 4/4/2020  | SSD-PARKS & RECREATION LOC    | 7,992.10    |             |
|         |           |          | R-00176394                              | 3/10/2020 | SSD-PUBLIC WORKS LOCATION:    | 3,970.09    |             |
| 88374   | 5/12/2020 | 0007073  | SERGIO'S AUTO UPHOLSTERY 1867           | 2/18/2020 | REPAIR SEAT- UNIT 211         | 250.00      | 25,436.47   |
|         |           | Voucher: |   |           |                               | 250.00      |             |
| 88375   | 5/12/2020 | 0012584  | SERRANO, SERGIO                         | 4/16/2020 | UB REFUND CST #00063289 - 88. | 34.47       | 34.47       |
|         |           | Voucher: | Ref000266423                            |           |                               |             |             |
| 88376   | 5/12/2020 | 00002616 | SHRED-IT US JV LLC                      | 3/31/2020 | MAR 2020 SHREDDING OF DOCI    | 77.04       | 77.04       |
|         |           | Voucher: | 8129549905                              |           |                               |             |             |
| 88377   | 5/12/2020 | 00004857 | SMITH FASTENER COMPANY                  | 4/7/2020  | FASTENERS                     | 48.26       |             |
|         |           | Voucher: | 0025865                                 |           |                               |             |             |
|         |           |          | 0025929                                 | 4/13/2020 | BOLTS AND NUTS FOR UNIT 288   | 196.36      |             |
|         |           |          | 0025728                                 | 3/26/2020 | BUILDING MAINTENANCE SUPPI    | 19.77       |             |
|         |           |          | 0025992                                 | 4/16/2020 | FASTENERS                     | 62.36       | 326.75      |
| 88378   | 5/12/2020 | 0012098  | SO CAL COMPTON PIPE SUPPLY 1481         | 3/19/2020 | MATERIAL FOR WATER SERVICE    | 2,461.63    | 2,461.63    |
|         |           | Voucher: |   |           |                               |             |             |
| 88379   | 5/12/2020 | 0009420  | SPARKLETTTS                             | 4/3/2020  | MAR 2020 - DRINKING WATER S'  | 462.52      | 462.52      |
|         |           | Voucher: | 15758432 040320                         |           |                               |             |             |
| 88380   | 5/12/2020 | 0005979  | STATE OF CALIFORNIA                     | 3/17/2020 | FEB 2020 RECONSTRUCTION O     | 884.41      | 884.41      |
|         |           | Voucher: | 20008650                                |           |                               |             |             |
| 88381   | 5/12/2020 | 0005979  | STATE OF CALIFORNIA                     | 4/17/2020 | MAR 2020 - RECONSTRUCTION I   | 591.30      | 591.30      |
|         |           | Voucher: | 20009378                                |           |                               |             |             |
| 88382   | 5/12/2020 | 0005394  | STEVE SWAIN INVESTIGATOR                | 4/10/2020 | INCOMPLETE BACKGROUND INI     | 140.00      | 140.00      |
|         |           | Voucher: | 1366                                    |           |                               |             |             |
| 88383   | 5/12/2020 | 0008773  | STOTZ EQUIPMENT                         | 4/21/2020 | EQUIPMENT PARTS               | 1,443.21    |             |
|         |           | Voucher: | P22062                                  |           |                               |             |             |
|         |           |          | P21782                                  | 4/14/2020 | JOHN DEERE PARTS FOR GOLF     | 1,014.66    | 2,457.87    |
| 88384   | 5/12/2020 | 0012474  | THE HOME DEPOT DEPOT PRO                | 4/13/2020 | INVENTORY PO/ SPRAY BOTTLE    | 510.52      |             |
|         |           | Voucher: | 546191370                               |           |                               |             |             |
|         |           |          | 545328056                               | 4/7/2020  | INVENTORY PO/ SPRAY BOTTLE    | 11.18       | 521.70      |
| 88385   | 5/12/2020 | 00003706 | THE SALVATION ARMY-BELL SHEFFY 19-20 Q3 | 4/15/2020 | BELL SHELTER, ESG (3RD QTR,   | 4,363.82    | 4,363.82    |
|         |           | Voucher: |   |           |                               |             |             |
| 88386   | 5/12/2020 | 0009874  | THE WALKING MAN, INC.                   | 4/8/2020  | DISTRIBUTION- OF CENSUS/CO'   | 3,375.00    | 3,375.00    |
|         |           | Voucher: | F1163                                   |           |                               |             |             |
| 88387   | 5/12/2020 | 00003851 | THOMSON REUTERS                         | 4/1/2020  | MARCH 2020 - WEST INFORMATI   | 405.82      | 405.82      |
|         |           | Voucher: | 842104809                               |           |                               |             |             |

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| Check # | Date      | Vendor                              | Invoice                              | Inv Date  | Description                      | Amount Paid | Check Total |
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| 88388   | 5/12/2020 | 0008153<br>Voucher:                 | 0507757041520                        | 4/15/2020 | ACCT# 8448 30 017 0507757 - 04/  | 25.23       |             |
|         |           |                                     | 0008335040120                        | 4/1/2020  | ACCT# 844830 017 0008335- 4/1/   | 161.26      |             |
|         |           |                                     | 0439993032020                        | 3/20/2020 | ACCT# 844830 017 0439993- 3/20   | 134.99      |             |
|         |           |                                     | 0490384032720                        | 3/27/2020 | ACCT# 8448 30 017 0490384 -3/2:  | 20.27       | 341.75      |
| 88389   | 5/12/2020 | 0011640<br>TIREHUB, LLC<br>Voucher: | 13401598                             | 4/8/2020  | INVENTORY PO/ TIRES              | 3,413.34    |             |
|         |           |                                     | 13479243                             | 4/16/2020 | 4- TIRES FOR UNIT 408            | 568.89      |             |
|         |           |                                     | 13412584                             | 4/9/2020  | 1- TIRE FOR UNIT 199             | 132.04      | 4,114.27    |
|         |           |                                     |                                      | 3/25/2020 | CREDIT CHECKS                    | 138.70      | 138.70      |
| 88390   | 5/12/2020 | 00003438<br>Voucher:                | TRANS UNION-SOUTHERN CALL            | 4/15/2020 | 4/15/20-5/15/20 - MARKETING & I  | 3,500.00    | 3,500.00    |
| 88391   | 5/12/2020 | 0012020<br>Voucher:                 | TRIPLEI, SMITH AND ASSOCIATE 5000    | 5/1/2020  | PARS SUPPLMNTL RETIREMNT I       | 5,671.35    | 5,671.35    |
| 88392   | 5/12/2020 | 0008005<br>Voucher:                 | U.S. BANK-PARS ACCT#67460225MAY 2020 | 6/1/2020  | KEN LOUIE - PARS - EXCESS BE     | 550.00      |             |
|         |           |                                     |                                      | 6/1/2020  | M.MOSTAKHAMI - EXCESS BENF       | 680.00      |             |
|         |           |                                     |                                      | 6/1/2020  | RON BATES - PARS-EXCESS BEI      | 160.00      | 1,390.00    |
|         |           |                                     |                                      | 4/1/2020  | CALIFORNIA STATE FEE REGUL       | 154.27      |             |
|         |           |                                     |                                      | 4/1/2020  | DIG ALERTS- 243 TICKETS & \$10   | 410.95      | 565.22      |
|         |           |                                     |                                      | 4/15/2020 | INVENTORY PO/ LEATHER GLOV       | 305.67      |             |
|         |           |                                     |                                      | 4/7/2020  | INVENTORY PO/ LEATHER GLOV       | 924.23      | 1,229.90    |
|         |           |                                     |                                      | 4/22/2020 | VEST- ENFORCER CONCEALABI        | 534.99      |             |
|         |           |                                     |                                      | 4/23/2020 | VEST- ENFORCER CONCEALABI        | 538.66      |             |
|         |           |                                     |                                      | 4/8/2020  | VEST- ENFORCER CONCEALABI        | 534.70      |             |
|         |           |                                     |                                      | 3/11/2020 | VEST- ENFORCER CONCEALABI        | 600.56      | 2,208.91    |
|         |           |                                     |                                      | 5/1/2020  | MAY 2020 - COSG 2005 PENSION     | 167,745.08  | 167,745.08  |
| 88397   | 5/12/2020 | 00003928<br>Voucher:                | US BANK TRUST N.A.                   | 4/25/2020 | BILLING -03/15/2020 - 04/14/2020 | 40.00       | 40.00       |
| 88398   | 5/12/2020 | 00000379<br>Voucher:                | VERIZON BUSINESS                     | 3/23/2020 | BILLING PRD- 02/24/20-03/23/20 - | 9,098.01    | 9,098.01    |
| 88399   | 5/12/2020 | 00001848<br>Voucher:                | VERIZON WIRELESS                     | 2/29/2020 | FEB 2020 PRE BOOKING/ MEDIC      | 1,662.00    | 1,662.00    |
| 88400   | 5/12/2020 | 0011599<br>Voucher:                 | VITAL MEDICAL SERVICES, LLC 2696     | 4/8/2020  | ASPHALT FOR ST DIV               | 492.14      |             |
|         |           |                                     |                                      | 4/8/2020  | ASPHALT FOR ST DIV               | 821.84      | 1,313.98    |
| 88401   | 5/12/2020 | 00002634<br>Voucher:                | VULCAN MATERIALS COMPANY 72546409    |           |                                  |             |             |
|         |           |                                     | 72546408                             |           |                                  |             |             |

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| Check # | Date      | Vendor   | Invoice                         | Inv Date      | Description | Amount Paid                    | Check Total |
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| 88402   | 5/12/2020 | 00002593 | WAXIE'S SANITARY SUPPLY         | 78913353      | 2/20/2020   | INVENTORY PO/TOILET TISSUE     | 6,573.07    |
|         | Voucher:  |          |                                 |               |             |                                |             |
| 88403   | 5/12/2020 | 0010471  | WEBSTER'S BEE'S REMOVAL SR'1251 | 79071366      | 4/9/2020    | INVENTORY PO/ JANITORIAL SU    | 1,374.76    |
|         | Voucher:  |          |                                 |               | 4/1/2020    | BEE REMOVAL SERVICE - 10406    | 235.00      |
| 88404   | 5/12/2020 | 0010476  | WECK LABORATORIES INC           | W0B1058-COSOL | 2/26/2020   | GENERAL PHYSICAL               | 150.00      |
|         | Voucher:  |          |                                 |               | 4/4/2020    | WATER QUALITY SAMPLING         | 70.00       |
|         |           |          |                                 |               | 4/4/2020    | WATER QUALITY SAMPLING         | 130.00      |
|         |           |          |                                 |               | 4/15/2020   | WATER QUALITY SAMPLING         | 190.00      |
| 88405   | 5/12/2020 | 00000482 | WEST COAST ARBORISTS, INC.      | 1-5843        | 4/10/2020   | 3/2/20 - INSPECTION SERVICES I | 246.40      |
|         | Voucher:  |          |                                 |               |             |                                |             |
| 88406   | 5/12/2020 | 00000032 | WEST COAST MAILERS              | 10344         | 4/14/2020   | CSG BILLS CYCLE10 / LATE NOT   | 401.82      |
|         | Voucher:  |          |                                 |               | 4/14/2020   | CSG LATE NOTICES 7 & 8 JOB# 4  | 322.77      |
| 88407   | 5/12/2020 | 00000032 | WEST COAST MAILERS              | 10343         | 4/14/2020   | CSG BILLS CYCLES 7 & 8 JOB# 3  | 221.99      |
|         | Voucher:  |          |                                 |               |             |                                |             |
| 88408   | 5/12/2020 | 0012572  | WEST COAST NATURALS, LLC        | Ref000265943  | 4/9/2020    | UB REFUND CST #00063141 - 45:  | 115.76      |
|         | Voucher:  |          |                                 |               |             |                                |             |
| 88409   | 5/12/2020 | 0012574  | WEST COAST NATURALS, LLC        | Ref000265945  | 4/9/2020    | UB REFUND CST #00063142 455:   | 158.57      |
|         | Voucher:  |          |                                 |               |             |                                |             |
| 88410   | 5/12/2020 | 00000561 | WESTERN EXTERMINATOR COM        | 7868649       | 2/11/2020   | FEB 2019 - WESTERN EXTERMIN    | 42.50       |
|         | Voucher:  |          |                                 |               | 3/16/2020   | MAR 2020 - WESTERN EXTERMIN    | 121.00      |
|         |           |          |                                 |               | 3/16/2020   | MAR 2020 - WESTERN EXTERMIN    | 206.50      |
|         |           |          |                                 |               | 3/18/2020   | MAR 2020 - WESTERN EXTERMIN    | 42.50       |
|         |           |          |                                 |               | 3/18/2020   | MAR 2020 - WESTERN EXTERMIN    | 206.00      |
|         |           |          |                                 |               | 3/18/2020   | MAR 2020 - WESTERN EXTERMIN    | 211.00      |
|         |           |          |                                 |               | 4/7/2020    | APR 2020 - WESTERN EXTERMIN    | 121.00      |
|         |           |          |                                 |               | 4/15/2020   | APR 2020 - WESTERN EXTERMIN    | 206.50      |
|         |           |          |                                 |               | 4/17/2020   | APR 2020 - WESTERN EXTERMIN    | 46.50       |
|         |           |          |                                 |               | 2/11/2020   | FEB 2020 - WESTERN EXTERMIN    | 206.50      |
|         |           |          |                                 |               | 2/12/2020   | FEB 2020 - WESTERN EXTERMIN    | 42.00       |
|         |           |          |                                 |               | 2/12/2020   | FEB 2020 - WESTERN EXTERMIN    | 151.50      |
|         |           |          |                                 |               | 3/11/2020   | MAR 2020 - WESTERN EXTERMIN    | 82.50       |
|         |           |          |                                 |               |             |                                | 1,686.00    |



Bank : botw BANK OF THE WEST (Continued)

| Check #                         | Date      | Vendor                               | Invoice      | Inv Date   | Description                  | Amount Paid | Check Total |
|---------------------------------|-----------|--------------------------------------|--------------|------------|------------------------------|-------------|-------------|
| 88411                           | 5/12/2020 | 00000058 XEROX CORP                  | 99949256     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 283.01      |             |
|                                 |           | Voucher:                             | 99949260     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 154.07      |             |
|                                 |           |                                      | 99949245     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 547.61      |             |
|                                 |           |                                      | 99949623     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 263.69      |             |
|                                 |           |                                      | 99949246     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 212.45      |             |
|                                 |           |                                      | 99949251     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 223.04      |             |
|                                 |           |                                      | 99949252     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 212.39      |             |
|                                 |           |                                      | 99949261     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 212.45      |             |
|                                 |           |                                      | 99949250     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 263.69      |             |
|                                 |           |                                      | 99949248     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 223.11      |             |
|                                 |           |                                      | 99949249     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 283.01      |             |
|                                 |           |                                      | 99949255     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 263.54      |             |
|                                 |           |                                      | 99949258     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 148.94      |             |
|                                 |           |                                      | 99949253     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 399.17      |             |
|                                 |           |                                      | 99949259     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 225.15      |             |
|                                 |           |                                      | 99949254     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 222.97      |             |
|                                 |           |                                      | 99949257     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 376.59      |             |
| 88412                           | 5/12/2020 | 00000058 XEROX CORP                  | 99949247     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 223.04      | 4,737.92    |
|                                 |           | Voucher:                             | 99949262     | 4/10/2020  | COPIER LEASE AGRMNT - MAR ;  | 311.31      | 311.31      |
| 88413                           | 5/12/2020 | 00000062 ZIEGLER'S HARDWARE & SUPPLY | 09280 4/7/20 | 4/8/2020   | COVID-19 GLOVES              | 101.36      |             |
|                                 |           | Voucher:                             | 09286        | 4/7/2020   | SPONGES FOR FACILITIES       | 8.80        |             |
|                                 |           |                                      | 09238        | 4/8/2020   | SUPPLIES TO PATCH CEILINGS - | 34.14       |             |
|                                 |           |                                      | 09271 4/4/20 | 3/25/2020  | SUPPLIES FOR CUTTING CEILIN  | 12.11       |             |
|                                 |           |                                      | 09269        | 4/4/2020   | BUILDING MAINTENANCE/SPOR    | 13.21       |             |
|                                 |           |                                      | 08854        | 4/4/2020   | BUILDING MAINTENANCE/SPOR    | 134.43      |             |
|                                 |           |                                      | 09266 4/3/20 | 12/17/2019 | REPAIRS TO GIRLS CLUBHOUSE   | 19.82       |             |
|                                 |           |                                      | 87298        | 4/3/2020   | BUILDING MAINTENANCE/PO - J  | 38.10       |             |
| 88414                           | 5/12/2020 | 00000063 ZUMAR INDUSTRIES INC        |              | 2/11/2020  | INVENTORY PO/ SIGNS RIVETS I | 1,059.16    | 361.97      |
|                                 |           | Voucher:                             |              |            |                              |             | 1,059.16    |
| Sub total for BANK OF THE WEST: |           |                                      |              |            |                              | 866,714.89  |             |

207 checks in this report.

Grand Total All Checks: 866,714.89

WARRANT REGISTER FOR COUNCIL MEETING 5/12/2020

PART II

apChkLst  
04/29/2020 9:51:16AM

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 |
|---------|-----------|----------|-----------------------------|-----------|------------------------------|-------------|-------------|
| 88206   | 4/30/2020 | 0012107  | CALIFORNIA STATE DISBURSEME | 4/30/2020 | CA STATE DISB. UNIT. PAYMENT | 283.76      | 283.76      |
|         |           | Voucher: | Ben266705                   |           |                              |             |             |
| 88207   | 4/30/2020 | 00002138 | FRANCHISE TAX BOARD         | 4/30/2020 | GARNISHMENT - FRANCHISE TA   | 75.00       | 75.00       |
|         |           | Voucher: | Ben266701                   |           |                              |             |             |
| 88208   | 4/30/2020 | 0009920  | OCSE CLEARINGHOUSE SDU      | 4/30/2020 | GARNISHMENT - AR CHILD SUPP  | 324.00      | 324.00      |
|         |           | Voucher: | Ben266707                   |           |                              |             |             |
| 88209   | 4/30/2020 | 0008951  | SENCION, CARMEN             | 4/30/2020 | SPOUSAL SUPPORT-E. SENCION   | 553.85      | 553.85      |
|         |           | Voucher: | Ben266703                   |           |                              |             |             |

Sub total for BANK OF THE WEST: 1,236.61

4 checks in this report.

Grand Total All Checks: 1,236.61

**WARRANT REGISTER FOR COUNCIL MEETING 5/12/2020**

**PART III**

apChkLst  
05/04/2020 4:51:54PM

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 |
|--|-----------|----------|--|-----------|-----------------------------|-------------------|-------------|
| 1874                                   | 4/30/2020 | 00000004 | NATIONWIDE RETIREMENT SOLL.Ben266709   | 4/30/2020 | DEF COMP NATIONWIDE: PAYME  | 47,773.08         | 47,773.08   |
|  |           | Voucher: |  |           |                             |                   |             |
| 1875                                   | 4/30/2020 | 00004836 | SEIU LOCAL 721 CTW CLC-23900 Ben266711 | 4/30/2020 | SEIU DUES: PAYMENT          | 3,327.22          | 3,327.22    |
|  |           | Voucher: |  |           |                             |                   |             |
| 1876                                   | 4/30/2020 | 00002370 | INTERNAL REVENUE SERVICE Ben266713     | 4/30/2020 | MEDICARE: PAYMENT           | 139,358.78        | 139,358.78  |
|  |           | Voucher: |  |           |                             |                   |             |
| 1877                                   | 4/30/2020 | 00000343 | PUBLIC EMPLOYEES RETIREME\Ben266715    | 4/30/2020 | PERS RETIREMENT: PAYMENT    | 215,335.62        | 215,335.62  |
|  |           | Voucher: |  |           |                             |                   |             |
| 1878                                   | 4/30/2020 | 00001186 | EMPLOYMENT DEVELOPMENT D Ben266717     | 4/30/2020 | SDI: PAYMENT                | 44,915.22         | 44,915.22   |
|  |           | Voucher: |  |           |                             |                   |             |
| 1879                                   | 4/30/2020 | 00004996 | SEIU-COPE LOCAL 721, LA/OC C\Ben266719 | 4/30/2020 | SEIU- COPE LOCAL 721 DEDUCT | 44.00             | 44.00       |
|  |           | Voucher: |  |           |                             |                   |             |
| 1880                                   | 4/30/2020 | 00004988 | CHILD SUPPORT ON-LINE, STATE\Ben266721 | 4/30/2020 | CHILD SUPPORT-ONLINE: PAYMI | 2,421.69          | 2,421.69    |
|  |           | Voucher: |  |           |                             |                   |             |
| <b>Sub total for BANK OF THE WEST:</b> |           |          |  |           |                             | <b>453,175.61</b> |             |

**7 wire transfers in this report.**

**Grand Total All Wire Transfers: 453,175.61**



**WARRANT REGISTER SUMMARY  
CITY COUNCIL MEETING 5/12/2020**

|  |                     |
|--|---------------------|
| <b>TOTAL PART I - ACCOUNTS PAYABLE CHECKS</b>          | <b>866,714.89</b>   |
| <b>TOTAL PART II - PAYROLL-RELATED CHECKS</b>          | <b>1,236.61</b>     |
| <b>TOTAL PART III - PAYROLL-RELATED WIRE TRANSFERS</b> | <b>453,175.61</b>   |
|  | <hr/>               |
| <b>SUB - TOTAL</b>                                     | <b>1,321,127.11</b> |
| <b>LESS: VOIDS</b>                                     | <b>(4,465.20)</b>   |
| <b>LESS: EMPLOYEE PAYROLL DEDUCTIONS</b>               | <b>(299,115.56)</b> |
|  | <hr/>               |
| <b>GRAND TOTAL</b>                                     | <b>1,017,546.35</b> |

