



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, January 26, 2021 at 6:30 p.m.

TELECONFERENCE

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

MEETING ID: 825 5421 0742

<https://us02web.zoom.us/j/82554210742>

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

CALL TO ORDER	Maria Davila, Mayor
INVOCATION	Reverend Sean Pica, Redeemer Lutheran Church
PLEDGE OF ALLEGIANCE	Steve Costley, Interim Director of Parks & Recreation
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

MAYOR Maria Davila	CITY CLERK Carmen Avalos
VICE MAYOR Al Rios	CITY TREASURER Gregory Martinez
COUNCIL MEMBERS Maria del Pilar Avalos	INTERIM CITY MANAGER Chris Jeffers

Denise Diaz
Gil Hurtado

CITY ATTORNEY
Raul F. Salinas

COVID 19 Meeting Procedures

Pursuant to Governor Newsom's Executive Order N-29-20, dated March 17, 2020, members of the South Gate City Council, staff, and the public will participate in the January 26, 2021 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: 825 5421 0742 and [https://us02web.zoom.us/j/825 5421 0742](https://us02web.zoom.us/j/82554210742)

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

Procedure for Participation:

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

Subject line should read: **COMMENTS FOR ITEM _____, MEETING OF JANUARY 26, 2021.**

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

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

III. Meeting Compensation Disclosure

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

IV. Proclamations, Certificates, Introductions And Ceremonial Actions

1. Proclamation Declaring The Month Of January 2021 As National Slavery And Human Trafficking Prevention Month

The City Council will issue a Proclamation declaring the month of January 2021, as National Slavery and Human Trafficking Prevention Month in the City of South Gate. (PD)

Documents:

[ITEM 1 REPORT 012621.PDF](#)

V. Public Hearings

2. Resolution Applying A 3.36% Rate Increase For Residential Refuse Collection And Recycling Services

The City Council will conduct a Public Hearing to consider: (PW)

a. Approving the temporary COVID-19 refuse CPI payment assistance program for the City to pay the 3.36% CPI increase to Waste Management on behalf of residential and commercial refuse collection and recycling services customers for the billings covering services from July 1, 2020 through January 31, 2021, with the City's Refuse Collection Funds;

b. Approving applying a 3.36% CPI increase applicable to residential and commercial refuse collection and recycling services for Fiscal Year 2020/21, in compliance with Contract No. 2222, the Franchise Agreement with USA Waste of California, Inc., dba Waste Management of Los Angeles (Waste Management), effective February 1, 2021;

c. Adopting a **Resolution** _____ amending Resolution No. 7872 (Schedule of Fees) to apply a 3.36% CPI increase to residential refuse collection and recycling services for Fiscal Year 2020/21, effective February 1, 2021;

d. Appropriating \$193,000 from the unrestricted fund balance of the City's Refuse Collection Fund to account number 413-733-51-6720 (Refuse Collection Fund — Utilities) for the COVID-19 refuse CPI payment assistance program; and

e. Authorizing the Interim City Manager to implement the COVID-19 refuse CPI payment assistance program to compensate Waste Management \$192,136.42 which represents the full cost of the 3.36% CPI increase should it have been applied for the period of July 1, 2020 through January 31, 2021, as required under Contract No. 2222.

Documents:

[ITEM 2 REPORT 012621.PDF](#)

3. Resolution Approving Substantial Amendment No. 4 To The CDBG Action Plan

The City Council will conduct a Public Hearing to consider: (CD)

- a. Adopting a **Resolution** _____ approving Substantial Amendment No. 4 to the Fiscal Year 2019/20 Annual Action Plan; by programming \$863,385 in Community Development Block Grant Coronavirus (CDBV-CV3) funds to provide additional COVID-19 related programs and service;
- b. Authorizing an appropriation of \$863,385 in CDBG-CV to the Fiscal Year 2019/20 Annual Action Plan; and
- c. Ratifying the amended Fiscal Year 2020/21 CDBG and HOME budget allocations.

Documents:

[ITEM 3 REPORT 012621.PDF](#)

VI. 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.

VII. 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.

VIII. Consent Calendar Items

Agenda Items **4,5,6,7,8,9,10,11,12,13,14,15,16, and 17** are consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar,

individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

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

4. Ordinance No. 2021-01-CC Pertaining To New State Regulations For Construction Of ADUs/JADUs

The City Council will consider waiving the reading in full and adopting **Ordinance No. 2021-01-CC** repealing Ordinance No. 2360 in its entirety and adopting new Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Municipal Code to comply with the State's new regulations for the construction of accessory dwelling units and accessory structures. (CD)

Documents:

[ITEM 4 REPORT 012621.PDF](#)

5. Resolution Extending The Local Emergency As A Result Of The Ongoing COVID-19 Pandemic

The City will consider adopting a **Resolution** _____ extending the Local Emergency within the City as a result of the ongoing Coronavirus Disease 2019 pandemic. (ADMIN)

Documents:

[ITEM 5 REPORT 012621.PDF](#)

6. Resolution Initiating Annual Proceedings For The Levy Of The Fiscal Year 2021/22 Assessments For The Street Lighting And Landscaping Maintenance District No. 1

The City Council will consider adopting a **Resolution** _____ initiating the annual proceedings for the levy of the Fiscal Year 2021/22 assessments and ordering the preparation of an Engineer's Report for the Street Lighting and Landscaping Maintenance District No. 1. (PW)

Documents:

[ITEM 6 REPORT 012621.PDF](#)

7. Amendment No. 2 To Contract No. 2020-45-CC With Compator, Inc., For Additional Free Mental Health Counseling Services

The City Council will consider: (CD)

a. Approving **Amendment No. 2 to Contract No. 2020-45-CC** with Compator, Inc., extending free Mental Health Counseling Services to South Gate residents, in the amount of \$81,173 with CDBG- CV funds, through June 30, 2022, and extending Amendment No. 1, in the amount of \$325,000 with regular CDBG funds, to be retroactively effective June 23, 2020 through June 30, 2021, in the total amount of \$406,173, previously approved/budgeted; and

b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

Documents:

[ITEM 7 REPORT 012621.PDF](#)

8. Amendment No. Ito Contract No. 2020-23-Ac With TranSystems Corp For Additional Design Support Services For The 1-710 Corridor Project

The City Council consider: (PW)

a. Approving **Amendment No. 1 to Contract No. 2020-23-AC** with TranSystems Corporation to provide additional design support services necessary to review shop drawing and submittals for the 1-710 Corridor Soundwall Project, City Project No. 587-ST and 547-ST, in the amount not to exceed \$40,000; and

b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 8 REPORT 012621.PDF](#)

9. Capital Reserve Agreement With Metro For Prop C Funds For Additional Improvements On The Boulevard Project

The City Council will consider: (PW)

a. Approving a Capital Reserve Agreement (**Contract No. _____**) with the Los Angeles County Metropolitan Transportation Authority to reserve through June 30, 2024, \$3,500,000 in Proposition C Funds for the Firestone Boulevard Regional Corridor Capacity Enhancement Project, City Project No. 476-TRF, retroactively effective to June 30, 2019; and

b. Authorizing the Mayor to execute the Capital Reserve Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 9 REPORT 012621.PDF](#)

10. Amendment No. 1 To Contract No. 3428 With Mark Thomas Corp For Additional Design Services For The Chakemco Street Improvements

The City Council will consider: (PW)

- a. Approving **Amendment No. 1 to Contract No. 3428** with Mark Thomas Corporation for additional design services and well infiltration test for the Chakemco Street Improvements Project, City Project No. 593-ST, in an amount not-to-exceed \$13,960;
- b. Appropriating \$13,960 from Los Angeles Unified School District funds to Account No. 311-790- 31-9572 to fund said additional work; and
- c. Authorizing the Mayor to execute **Amendment No. 1** in a form acceptable to the City Attorney.

Documents:

[ITEM 10 REPORT 012621.PDF](#)

11. Amendment No. 1 With KOA Corp., For Additional Construction Inspection Services For The 5610 Imperial Highway Off-Site Improvements

The City Council will consider: (PW)

- a. Approving **Amendment No. 1 to Contract No. 2020-104-AC** with KOA Corporation for additional construction inspection services, through the completion of construction, of the 5610 Imperial Highway Off-Site Improvements Project, in an amount not-to-exceed \$65,000;
- b. Appropriating \$90,000 in funds received from the Westport Construction, Inc., and deposited into Revenue Account No. 100-4340 (Public Works Permits) to Account No. 100-701-31-6106 (General Fund — Public Works Engineering — New Development/Other Services) to fund the cost of this Contract No. 2020-104-AC; and
- c. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 11 REPORT 012621.PDF](#)

12. Agreement With E.C. Construction Co., For Construction Of The Gate Police Department Parking Lot Expansion Project

The City Council will consider: (PW)

- a. Approving an Agreement (**Contract No.**)_____ with E.C. Construction Co., to construct the South Gate Police Department Parking Lot Expansion Project, City Project No. 594-GEN, in an amount not-to-exceed \$154,674;
- 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 12 REPORT 012621.PDF](#)

13. Change Order No. 2 With Hardy & Harper For The Chakemco Improvements Project

The City Council will consider: (PW)

- a. Approving Change Order No. 2 to **Contract No. 2020-30-CC** with Hardy and Harper, Inc., for additional improvements on the Chakemco Street Improvement Project, City Project No. 593-ST and deduction of improvements no longer necessary to be constructed, in a net amount not-to-exceed \$53,213; and
- b. Authorizing the Assistant City Manager/Director of Public Works to execute Change Order No. 2.

Documents:

[ITEM 13 REPORT 01262021.PDF](#)

14. Agreements With MV Cheng & Associates For As-Needed Accounting Services

The City Council will consider: (ADMIN SVCS)

- a. Approving **Amendment No. 1 to Contract No. 2020-26-AC** with MV Cheng & Associates extending as-needed accounting services through April 30, 2021, and increasing the contract amount by \$35,000;
- b. Approving Professional Services Agreement (**Contract No.**_____) with MV Cheng & Associates for as-needed accounting services through August 31, 2021, in the amount of \$86,000; and

c. Authorizing the Mayor to execute Amendment No. 1 and the new Professional Services Agreement in forms acceptable to the City Attorney.

Documents:

[ITEM 14 REPORT 012621.PDF](#)

15. Purchase Order With Best Contracting Services For The Purchase/Installation Of A New Roof At The South Gate Park Maintenance Yard

The City Council will consider: (PARKS)

a. Approving a Purchase Order with Best Contracting Services through the OMNIA Partners -National Roofing Partners contract for the purchase and installation of new roofing for the South Gate Park Maintenance Yard in the amount of \$121,000;

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

c. Authorizing the Interim Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase and installation.

Documents:

[ITEM 15 REPORT 01262021.PDF](#)

16. Amendment To The CIP Program To Add New Projects And Allocate Additional Funds Will Be Continued To February 23, 2021

The City Council will consider continuing consideration of the Amendment to the Capital Improvement Program to add new projects and allocate additional funds to the regularly scheduled City Council meeting of February 23, 2021. (PW)

Documents:

[ITEM 16 REPORT 012621.PDF](#)

17. Minutes

The City Council will consider: (CLERK)

A. Approving the Special City Council Meeting minutes of January 6, 2021; and

B. Approving the Regular and Special City Council Meeting minutes of January 12, 2021; and

C. Approving the Special City Council Meeting minutes of January 14, 2021

Documents:

[ITEM 17 REPORT 012621.PDF](#)

IX. Reports, Recommendations And Requests

18. Citizens Advisory Committee's Composition And Direction To Staff

The City Council will consider discussing the Citizens Advisory Committee's composition and provide staff with direction. (CD)

Documents:

[ITEM 18 REPORT 012621.PDF](#)

19. Interim Urgency Ordinance Establishing A Temporary Limit On The Charges Imposed By Third-Party Food Delivery Services

The City Council will consider adopting a Interim Urgency **Ordinance** _____ adopting new Section 2.10.380 (COVID-19 Restrictions — Food Delivery Charges), to Chapter 2.10 (Business Regulation), to Title 2 (Licenses — Business Regulations), of the South Gate Municipal Code establishing a temporary limit on the charges imposed by third-party food delivery services on local restaurants during the ongoing COVID-19 pandemic, effective immediately. (ADMIN)

Documents:

[ITEM 19 REPORT 012621.PDF](#)

20. Warrants

The City Council will consider: (ADMIN SVCS)

a. Approving Check No. 91260 from January 12, 2021

b. Approving the Warrant Register for January 26, 2021

Total of Checks :	\$1,624,476.14
Voids:	\$ (14,518.74)
Total of Payroll Deductions	\$ (347,480.89)
Grand Total:	\$1,262,476.51

Cancellations: 89622, 90971, 91082, 91339 and 91401

Documents:

ITEM 20A REPORT 012621.PDF
ITEM 20B REPORT 012621.PDF

X. Adjournment

Adjournment in memory of Humberto Ramirez and Maria Isabella Gudiño Manzo.

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted January 20, 2021 at 5:15 p.m. as required by law.

Carmen Avalos, CMC
City Clerk

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

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

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

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

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City of South Gate

Item No. 1

JAN 19 2021

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

7:00pm

For the Regular Meeting of: January 26, 2021

Originating Department: Police

Department Director:

Randall Davis

Interim City Manager:

Chris Jeffers

Randall Davis

Chris Jeffers

SUBJECT: PROCLAMATION DECLARING THE MONTH OF JANUARY AS NATIONAL SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH

PURPOSE: To declare January 2021 as National Slavery and Human Trafficking Prevention Month as it is designated nationwide.

RECOMMENDED ACTION: Mayor Maria Davila will issue a Proclamation declaring the month of January 2021, as National Slavery and Human Trafficking Prevention Month in the City of South Gate.

FISCAL IMPACT: No impact to the General Fund.

ANALYSIS: National Slavery and Human Trafficking Prevention Month sheds light on heinous crimes which erodes personal dignity and destroys the moral fabric of society. It is an affront to humanity that tragically reaches all parts of the world, including communities across our Nation. Each day, in cities, suburbs, rural areas, and tribal lands, people of every age, gender, race, religion, and nationality are devastated by this grave offense. During National Slavery and Human Trafficking Prevention Month, we reaffirm our unwavering commitment to eradicate this horrific injustice.

BACKGROUND: This year marks nearly 21 years since the United States took decisive steps in the global fight against human trafficking by enacting the Trafficking Victims Protection Act of 2000 (TVPA) and nearly 16 years since the United States ratified the United Nations' Palermo Protocol to Prevent, Suppress, and Punish Trafficking in Persons, Especially Women and Children (Palermo Protocol). Both the TVPA and the Palermo Protocol established a comprehensive framework for combating human trafficking by establishing prevention programs, creating victim protections, and advancing prosecutions under expanded criminal statutes to usher in the modern anti-trafficking movement domestically and globally. These two measures illustrate a global consensus on the issue, and yet as a Nation we must continue to work proactively to foster a culture of justice and accountability for this horrific crime in the community.

ATTACHMENT: Proclamation



FROM THE 20101111

Mayor

PROCLAMATION

Declaring January 2021 as

National Slavery and Human Trafficking Prevention Month

WHEREAS, human trafficking is the fastest growing criminal industry globally that affects people of all races, age, and gender;

WHEREAS, human trafficking is a borderless crime against individuals that violates the most basic human rights, and deprives victims of human dignity and denies freedom to 32 million people around the world;

WHEREAS, California ranks third among the states in the number of potential reports of human trafficking;

WHEREAS, the South Gate Police Department has and will continue to host trainings to identify victims of human trafficking and will continue to prevent youth from falling victim to sexploitation. Consistent vigilance is the key to combat predators and assist human trafficking survivors;

WHEREAS, preventing human trafficking in South Gate includes active public and private efforts to help recognize and acknowledge its existence; it is time for all of us to start conversations, take appropriate action by reporting to local law enforcement, and support one another to create a safer environment for all residents; and

WHEREAS, many organizations such as the Los Angeles County District Attorney's Office, the South Gate Police Department, and partnering nonprofit organizations such as Compator, Inc., are committed to ending human trafficking in South Gate and provide essential crisis intervention and prevention services to all members of our community.

NOW, THEREFORE, be it proclaimed on this 26th day of January 2021, that I, **Maria Davila, Mayor of the City of South Gate,** on behalf of the City Council and residents, do hereby proclaim January 2021 as "National Slavery and Human Trafficking Prevention Month" in the City of South Gate. I urge all community members to support the efforts of the agencies assisting victims of human trafficking and urge all local governments, schools, businesses and community to be aware and report any suspicious activity to local police departments and help shine the light on trafficking.

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Mayor Maria Davila

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JAN 20 2021

City of South Gate
CITY COUNCIL

Item No. 2

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

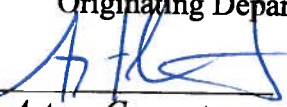
9:20am

AGENDA BILL

For the Regular Meeting of: January 26, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: RATE INCREASE FOR RESIDENTIAL AND COMMERCIAL REFUSE COLLECTION AND RECYCLING SERVICES AND PUBLIC HEARING AND RESOLUTION AMENDING THE SCHEDULE OF FEES TO INCREASE THE RESIDENTIAL REFUSE COLLECTION AND RECYCLING SERVICES RATES FOR FISCAL YEAR 2020/21

PURPOSE: This item was continued from the regularly scheduled City Council Meeting of November 24, 2020. The City’s Franchise Agreement with USA Waste of California, Inc., dba Waste Management of Los Angeles (WM), stipulates automatic, annual rate increases for refuse collection and recycling services based on the Consumer Price Index (CPI). The City Council requested staff to inquire if WM would either defer or reduce the CPI increase due to the ongoing Coronavirus Disease 2019 (COVID-19) pandemic impacts upon both residents and small businesses in the community. Unfortunately, WM, while sympathetic to these impacts, is unable to comply with the requests.

The City Council Waste Management Subcommittee still feels that impacts upon the community are significant especially as Los Angeles County continues to experience surging COVID-19 infection cases. To mitigate the financial impacts of the COVID-19 pandemic, the Waste Management Subcommittee’s recommendation is to provide a temporary COVID-19 refuse CPI payment assistance program to all residential and commercial refuse collection services customers by which the City will pay, on the customers’ behalf, the costs of the CPI increase for seven months of billings, from July 1, 2020 through January 31, 2021. These costs would be covered by the City’s Refuse Collection Fund reserves, not the General Fund. Both Waste Management and the City will begin implementation of the 3.36% CPI increase to customers on their March 2021 billings, for refuse collection services performed in February 2021, as required under Contract No. 2222, the Franchise Agreement with WM.

RECOMMENDED ACTIONS: Following the conclusion of the Public Hearing, the City Council will consider the Waste Management Subcommittee’s recommendations:

- a. Approve the temporary COVID-19 refuse CPI payment assistance program for the City to pay the 3.36% CPI increase to Waste Management on behalf of residential and commercial refuse collection and recycling services customers for the billings covering services from July 1, 2020 through January 31, 2021, with the City’s Refuse Collection Funds;
- b. Approve applying a 3.36% CPI increase applicable to residential and commercial refuse collection and recycling services for Fiscal Year 2020/21, in compliance with Contract No. 2222, the Franchise Agreement with USA Waste of California, Inc., dba Waste Management of Los Angeles (Waste Management), effective February 1, 2021;

- c. Adopt Resolution amending Resolution No. 7872 (Schedule of Fees) to apply a 3.36% CPI increase to residential refuse collection and recycling services for Fiscal Year 2020/21, effective February 1, 2021;
- d. Appropriate \$193,000 from the unrestricted fund balance of the City's Refuse Collection Fund to account number 413-733-51-6720 (Refuse Collection Fund – Utilities) for the COVID-19 refuse CPI payment assistance program; and
- e. Authorize the Interim City Manager to implement the COVID-19 refuse CPI payment assistance program to compensate Waste Management \$192,136.42 which represents the full cost of the 3.36% CPI increase should it have been applied for the period of July 1, 2020 through January 31, 2021, as required under Contract No. 2222.

9/1/21

FISCAL IMPACT: The proposed COVID-19 refuse CPI payment assistance program is in the amount of \$192,136.42. The amount of the proposed appropriation to fund the program is \$193,000, which will be funded with reserves in the City's Refuse Collection Fund. The refuse collection and recycling service rates for WM services will increase by 3.36%, effective for all service sectors starting with services delivered on February 1, 2021. As an example of the new service rates, the average monthly refuse collection service charge for residential accounts will increase from \$18.78 to \$19.41. Attachment "A" contains the amended Schedule of Fees and the rates for residential refuse customers.

NOTICING REQUIREMENTS: A public hearing notice was duly published in *the Los Angeles Wave*, a newspaper of general circulation, on Thursday, July 30, 2020. The first public hearing was conducted on August 11, 2020, and since then, the City Council has continued the public hearing several times to allow City staff and WM to discuss the CPI increase. The scope of the public hearing was to publicize the proposed amendment to the Schedule of Fees.

ANALYSIS: On May 10, 2005, the City Council approved Contract No. 2222, a Franchise Agreement with USA Waste of California, Inc., dba Waste Management of Los Angeles (WM), authorizing WM to be the exclusive provider of refuse collection and recycling services in the City. As the City's franchise refuse hauler, WM services residential, commercial and industrial properties. WM provides numerous services which include but are not limited to: refuse collection, recyclables collection, organic waste collection, needle/sharps disposal by mail, roll-off bins, free backyard service for disabled residents, and free bulky item pick up once a month.

The Franchise Agreement provides for automatic annual rate increase for residential and commercial refuse collection and recycling services based on the CPI. Section 4.7 (Rate Adjustments) of Contract No. 2222 with WM stipulates that the service rates shall be adjusted annually, by an annual CPI adjustment, for both: (a) Commercial/Industrial Services, and (b) Residential Refuse Collection and Recycling Services.

Annually, the City Manager approves the residential and commercial refuse collection rate increase as stipulated in Contract No. 2222. The City Council subsequently adopts a Resolution to amend the Schedule of Fees to apply the approved increase to the residential refuse service rates.

The City Council requested WM to consider waiving the CPI increase for Fiscal Year 2020/21 as a mitigation measure for the financial impacts of the COVID-19 pandemic. WM, while understanding of the hardship many residents and businesses are facing, was unable to honor the request for a variety of reasons. On October 13, 2020, the City Council formed the Waste Management Subcommittee to review alternatives and selected Mayor Maria Davila and Council Member Denise Diaz to serve as the Waste Management Subcommittee Members. As of today,

the CPI increase for Fiscal Year 2020/21 has not been applied to residential or commercial refuse collection rates.

The Waste Management Subcommittee, along with the Interim City Manager Chris Jeffers, Assistant City Manager/Director of Public Works Arturo Cervantes and Director of Administrative Services Jackie Acosta, met two times to discuss the issue and consider possible solutions. The Waste Management Subcommittee recognized that residential and commercial refuse customers have been financially impacted by the COVID-19 pandemic, and that it would be prudent to provide some level of financial relief, yet realized that Contract No. 2222 does bind the City to permitting the CPI increase just as in all the previous years.

The Waste Management Subcommittee recommends that the City Council consider providing financial assistance equal to what refuse customers would have paid starting on July 1, 2020 through January 31, 2021, for the value of the CPI increase, in the amount of \$192,136.42, for all refuse customers served by Waste Management as required under the Franchise Agreement. If this is approved, refuse collection customers would start to be billed the 3.36% CPI increase in March 2021 (for services received in February 2021) through the remainder of Fiscal Year 2020/21.

Under this recommendation, residential and commercial refuse collection customers would not be retroactively billed for the 3.36% CPI increase for the period of July 1, 2020 through January 31, 2021. The total savings to residential and commercial refuse collection customers is \$73,504.20 and \$118,632.22, respectively. After the 3.36% CPI increase is applied, residential refuse collection customers can expect to pay an average increase of \$0.63 per month starting with the bill in March 2021, for refuse collection services received in February 2021.

The alternative would be for the City to retroactively bill its residential refuse collection customers for the full CPI value going back to July 1, 2020, and for Waste Management to bill the same for commercial refuse collection customers. The Waste Management Subcommittee feels that would be an undue hardship for all involved during these challenging times.

Another alternative would be for the City to pay the entire year of the CPI increase which would be in excess of \$325,000 for the entire 2020/21 Fiscal Year. The Waste Management Subcommittee feels that this would be an unsound financial practice for the City to undertake given the recent discussion of COVID-19 financial impacts on the City's current Municipal Budget.

It is noted that the proposed Resolution is specifically focused on increasing the rates for residential refuse collection and recycling services. This is because the Schedule of Fees only contains the residential refuse collection rates, which the City bills. It does not contain commercial refuse collection rates because WM bills commercial refuse collection customers directly. Even though the proposed Resolution does not adjust the refuse collection rates for commercial and industrial services, a CPI increase of 3.36% will be applied to commercial and industrial customers. The impact of the increase for this sector of customers will depend on the services they have requested from WM. Their CPI increase will also become effective February 1, 2021.

The public hearing was originally held on August 11, 2020, and the City Council continued the public hearing to August 25, 2020, September 22, 2020, October 27, 2020, November 24, 2020 and January 26, 2021. This provided WM and City staff sufficient time to review and discuss the alternatives for waiving the CPI increase.

The amount of \$192,136.42 proposed by the City to pay WM was based on current refuse collection service billings, as follows:

- **Residential:** The current WM billing to the City for residential refuse collection service has been \$312,518.00 per month since July 1, 2020. This amount does not include the City's 15% franchise fee (FF) as the City would otherwise deduct the FF from the payment to WM for residential customer services. The CPI increase of 3.36% would increase that monthly billing to the City to \$323,018.60, an increase of \$10,500.60. If the City approved the rate increase starting February 1, 2021, WM would need to be made whole in the amount of \$73,504.20 ($\$10,500.60 \times 7$ months) for just the residential refuse collection service.
- **Commercial:** The current WM billing to commercial customers has been an average of \$400,143.66 per month since July 1, 2020. This includes the City's FF amount, which WM forwards to the City. That amount would have been \$360,649.16 with the CPI adjustment of 3.36%, but without the City FF. With a 3.36% CPI increase starting on February 1, 2021, WM would need to be made whole in the amount of \$82,067.23 ($\$11,723.89 \times 7$ months), which represents the amount that WM would have billed to customers net of the City FF payment. The City recognizes it would be forgoing any City FF in this "true up" calculation for the seven-month period.
- **Roll-Off:** The current WM billing to roll-off customers has been \$178,283.55 per month since July 1, 2020. This includes the City's FF amount, which WM has forwarded to the City. That amount would have been \$160,686.82 with the CPI adjustment of 3.36%, but without the City FF. With a 3.36% CPI increase starting on February 1, 2021, WM would need to be made whole in the amount of \$36,564.99 ($\$5,223.57 \times 7$ months), which represents the amount that WM would have billed to customers, net of the City FF payment. The City recognizes it would be forgoing any City FF in this "true up" calculation for the seven-month period covered.

In total, the City will compensate WM a total of \$192,136.42 to cover the CPI increase on refuse collection services from July 1, 2020 through January 31, 2021. This amount is based on current billings as summarized above.

To effectuate the Waste Management Subcommittee's recommendations, the City Council will need to:

1. Approve waiving the 3.36% CPI increase between July 1, 2020 and January 31, 2021 for residential and commercial refuse collection customers;
2. Approve applying a 3.36% CPI increase effective February 1, 2021 through June 30, 2021 for both residential and commercial refuse collection customers;
3. Adopt a Resolution amending the Schedule of Fees to apply the 3.36% CPI increase for residential refuse collection customers;
4. Appropriate \$193,000 from the unrestricted fund balance of the City's Refuse Collection Fund for the COVID-19 refuse CPI payment assistance program as described; and
5. Authorize the Interim City Manager to compensate WM in the amount of \$192,136.42, the full cost of the 3.36% CPI increase for the period of July 1, 2020 through January 31, 2021, as required under Contract No. 2222, and as recommended by the City Council Waste Management Subcommittee.

Waste Management agreed with the above calculations and agreed with the Waste Management Subcommittee's recommendations before the City Council tonight.

Finally, if the City Council approves these recommendations, staff will notify refuse collection customers of the financial assistance being provided to them by the City for the seven-month period and will notify them of the 3.36% CPI increase starting in March 2021, for refuse collection services received in February 2021, through and including June 30, 2021.

- ATTACHMENTS:**
- A. Proposed Resolution
 - B. Notice of Public Hearing
 - C. Letter: Request from Waste Management
 - D. Section 4.7.3 of Contract No. 2222

AM:lc

RESOLUTION NO. _____

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING RESOLUTION NO. 7872 (SCHEDULE OF FEES) TO APPLY A 3.36% CPI RATE INCREASE TO RESIDENTIAL REFUSE COLLECTION AND RECYCLING SERVICES FOR FISCAL YEAR 2020/21, EFFECTIVE FEBRUARY 1, 2021.

WHEREAS, the City of South Gate (“City”) must, from time to time, adjust the schedule of fees charged for various services provided to the residents of the City;

WHEREAS, on May 10, 2005, the City Council approved Contract No. 2222, a Franchise Agreement with USA Waste of California, Inc., (“Agreement”), dba Waste Management of Los Angeles (“Waste Management”) authorizing Waste Management to be the exclusive provider of refuse collection and recycling services in the City;

WHEREAS, that Agreement provides for an automatic annual increase in the rates, based on the percentage increase in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles/Riverside/Orange County metropolitan area, as published by the United States Department of Labor, Bureau of Labor Statistics;

WHEREAS, the CPI, All Urban Consumers, for the Los Angeles/Riverside/Orange County, as published by the United States Department of Labor, Bureau of Labor Statistics no longer exists and has been replaced with the CPI, All Urban Consumers, for the Los Angeles/Long Beach/Anaheim metropolitan area, as published by the United States Department of Labor, Bureau of Labor Statistics;

WHEREAS, the CPI, All Urban Consumers, for the Los Angeles/Long Beach/ Anaheim, as published by the United States Department of Labor, Bureau of Labor Statistics for the period of February 2019 to February 2020 is 3.36% which CPI shall be applied to increase the fees for residential refuse collection and recycling services; and

WHEREAS, a duly noticed Public Hearing concerning this matter was conducted, as required by law, on January 26, 2021.

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

SECTION 1. The City Council does hereby approve the temporary COVID-19 refuse payment assistance program in which the City will pay the 3.36% CPI rate increase to Waste Management on behalf of residential and commercial refuse collection and recycling services customers for the billings covering services from July 1, 2020 through January 31, 2021, with Refuse Funds.

SECTION 2. The City Council hereby amends the residential refuse collection and recycling services rates contained in the Schedule of Fees, Resolution No. 7872, as follows:

Standard Monthly Service Charge for Residential Customers:	2019/20	2020/21
101 Gallon Bin	\$18.78	\$19.41
Extra Bin	\$12.08	\$12.49
64 Gallon Bin	\$17.03	\$17.60
Extra Bin	\$8.42	\$8.70

SECTION 3. The City Council hereby approves the refuse collection and recycling services fees as noted in this Resolution to be effective as of February 1, 2021.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 26th day of **January 2021**.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

Office of the
South Gate City Clerk

JUL 27 2020

FILED

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

NOTICE IS HEREBY GIVEN that the City Council of the City of South Gate, California, will conduct a Public Hearing to consider adopting a resolution amending the City's Schedule of Fees to establish the 2020/21 residential refuse collection and recycling service fees.

A copy of the proposed service rates may be reviewed in the City Clerk's office during normal business hours. The Public Hearing is schedule for:

DATE: TUESDAY, AUGUST 11, 2020
TIME: 6:30 p.m.
LOCATION: COUNCIL CHAMBERS
SOUTH GATE CITY HALL
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

NOTICE IS HEREBY GIVEN that any and all persons interested in the matter hereinabove set forth are privileged to attend said hearing and then and there testify or present evidence upon any matter relating thereto.

THIS NOTICE IS GIVEN by the order of the City Clerk of said City and is dated this July 27, 2020.


Carmen Avalos, City Clerk

Publication date: July 30, 2020

Account No.: 251-714-25-6302



April 1, 2020

Mr. Mike Flad
City Manager
City of South Gate
8650 California Ave
South Gate, CA 90280

RE: 2020/2021 Residential, Commercial and Industrial Rate Adjustment

Dear Mr. Flad,

Pursuant to Section 18.5 of the exclusive solid waste agreement, we respectfully request an annual adjustment of service rates. Please find the attached files in support of this request. The index as outlined in the agreement cites usage of the Los Angeles-Riverside-Orange County for rate adjustment calculation. However, the index referenced has been eliminated and is no longer in existence, therefore, as in previous years, we have used the Los Angeles- Long Beach-Anaheim index for the rate adjustment calculation for the 2020/2021 contract year.

Calculated Adjustment Per Approved Rate Calculation Methodology 3.36%

This adjustment would increase the basic residential monthly service rate from \$18.78 per month to \$19.41 per month.

We are proud to be your partner in providing meaningful environmental programs to the City of South Gate. Thank you for your favorable consideration. We look forward to discussing this request (and future requests) in further detail.

Sincerely,

A handwritten signature in blue ink, which appears to read 'Sharon Shapiro-Fox', is written over the typed name.

Sharon Shapiro-Fox
Regional Public Affairs Manager
South Bay
Waste Management of Southern California

Schedule of Rates

Residential Collection Services Fees

For each single family residence and for each dwelling-unit within a multiple-unit residential complex (excluding those residences or dwelling units occupied by a qualified low income senior citizen), Effective as of the Effective date: July 1, 2012

- a. Standard Monthly service charge for recycling services and for servicing one (1) standard residential refuse container of a 96 to 101-gallon capacity (including an administrative fee of \$2.02) \$ 19.41
- b. Reduced monthly service charge for recycling services and for servicing one (1) standard residential refuse container of a 60 to 67-gallon capacity (including an administrative fee of \$1.91) \$ 17.60
- c. Extra monthly service charge for each additional standard refuse container of a 96 to 101-gallon capacity (including an administrative fee of \$.43) \$ 12.49
- d. Extra monthly service charge for each additional standard refuse container of a 60 to 67-gallon (including an administrative fee of \$.30) \$ 8.70

Senior Citizen-Residential

For each single family residence and for each dwelling-unit within a multiple-unit residential complex which is occupied by a low-income senior citizen, effective as of the Effective date:

- a. Standard Monthly service charge for recycling services and for servicing one (1) standard residential refuse container of a 96 or 101-gallon capacity. (This reflects a discount of \$4.00 per month and includes an administrative fee of \$2.02.) \$ 13.08
- b. Reduced monthly service charge for recycling services and for servicing one (1) standard residential refused container of a 60 or 67-gallon capacity. (This reflects a discount of \$4.00 per month and includes an administrative fee of \$1.91) \$ 11.29
- c. Extra monthly service charge for each additional standard refuse container of a 96 to 101-gallon capacity. (This includes an administrative fee of \$.43) \$ 12.49
- d. Extra monthly service charge for each additional standard refuse container of a 60 to 67-gallon (This includes an administrative fee of \$.30) \$ 8.70

Ancillary Rates

- a. Loss/Stolen Replacement are applied when a customers container is lost/stolen due to negligence (e.g. left out on non-service day). \$ 58.27

City of South Gate 2020-2021 Commercial and Industrial Rates

Commercial/Industrial Service Rates (Effective July 1, 2020)

1. Commercial Service

Bin Size	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK
64 gallon container	\$31.59	\$63.18	\$94.76	\$126.35	\$157.94	\$189.53
96 gallon container	\$39.69	\$79.39	\$119.08	\$158.78	\$198.47	\$238.16
2 cy rate/month	\$124.68	\$201.38	\$277.74	\$354.29	\$461.80	\$540.74
3 cy rate/month	\$160.50	\$253.13	\$343.23	\$434.64	\$525.29	\$614.86
4 cy rate/month	\$185.23	\$296.35	\$411.19	\$524.77	\$638.38	\$735.93
5 cy rate/month	NA	NA	NA	NA	NA	NA
6 cy rate/month	\$281.54	\$463.78	\$643.08	\$829.73	\$1,007.53	\$1,198.78

Extra pick up charges per bin	2 yard	3 yard	4 yard	5 yard	6 Yard
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EXHIBIT A

	\$56.72	\$72.91	\$89.17	\$105.32	\$121.53
Overage fee per bin	2 yard	3 yard	4 yard	5 yard	6 Yard
	\$56.72	\$72.91	\$89.13	\$105.32	\$121.53
Front Load Compactor	2 yard	3 yard	4 yard	5 yard	6 Yard
	\$371.64	\$481.49	\$555.68	\$703.83	\$844.63
CO Compactor XPU	\$113.44	\$145.84	\$178.25	\$210.65	\$243.06

2. Other Services and Fees						
a. Push Out						
Per bin per month	\$31.89	\$62.04	\$88.62	\$115.20	\$141.80	\$159.52
Per bin per month	\$49.25	\$86.99	\$128.67	\$164.11	\$200.20	\$237.96
c. Locking Lids						
Per bin per month	\$15.95	\$23.05	\$31.89	\$40.76	\$48.75	\$56.72
d. Bulky Item pick-up (Including e-waste)						
		\$32.92				
e. Commercial Recycling Contamination Fee:						
		\$26.34				
f. Commercial Reactivation from bad debt:						
		\$26.31				

Commercial Recycling Rate

South Gate Commercial Single Stream Recycling Rate						
Commercial Recycle	Ratepayer Charges					
Bin Size	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK
35 gallon container	\$20.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64 gallon container	\$24.56	\$39.71	\$0.00	\$0.00	\$0.00	\$0.00
96 gallon Container	\$23.17	\$46.34	\$69.52	\$0.00	\$0.00	\$0.00
2 cy rate/month	\$64.60	\$104.32	\$143.87	\$183.53	\$0.00	\$0.00
3 cy rate/month	\$76.21	\$120.18	\$162.97	\$206.38	\$249.42	\$291.95
4 cy rate/month	\$79.95	\$127.93	\$177.50	\$226.52	\$275.56	\$317.67
6 cy rate/month	\$109.37	\$180.16	\$249.82	\$322.35	\$391.41	\$465.72

Organics Service

Bin Size	1	2	3
64 gallon container			
Collection	\$21.81	\$43.63	\$65.44
Processing	\$39.96	\$79.93	\$119.89
Total	\$61.78	\$123.56	\$185.34
Each Additional Cart	\$55.23	\$110.46	\$165.69
2 cy rate/month			
Collection	\$86.10	\$139.07	\$191.80
Processing	\$159.85	\$319.70	\$479.55
Total	\$245.96	\$458.77	\$671.35
Each Additional Cart	\$220.12	\$417.04	\$613.81

Organics collections is currently offered on Mondays, Wednesday and Fridays only

3. ROLL OFF SERVICE Including C&D		
Commercial - 5 ton minimum; Residential C&D - 3 ton minimum		
All Containers - any size	Haul Rate	\$348.96
	Delivery Fee	\$125.10
	Trip Charge	\$131.68
	Relocation Char	\$131.68
Compactor Service	Haul Rate	\$459.50
Disposal Fee per ton		\$68.73
Roll off Weekly Rental Fee		\$59.25

4. Residential services offered - 3-yard temporary bin

Cost per container (includes 7 day rental & disposal)	\$237.22
Additional pick-up	\$93.71
Weekly rental beyond initial 7 days	\$52.67

RO Rate Extended Businesses

	Delivery	Open Top w/ 5 tons	Compactor w/5 tons	Over Tons	Relocate	Trip	Rental/ Wk
Perm	\$125.10	\$692.58	\$803.12	\$68.73	\$131.68	\$131.68	\$8.46
Temporary	\$125.10	\$692.58	N/A	\$68.73	\$131.68	\$131.68	\$8.46

RO Rate Extended Residential

Temporary	\$125.10	\$555.13	N/A	\$68.73	\$131.68	\$131.68	\$8.46
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5. Religious and Non-Profit commercial discount services

Religious institutions or non-profit organizations registered under Section 501(c)(3) of the

Ancillary Rates

R/O recycling rate- per haul	\$	173.40
Recycling Extra Pick-up fee- \$ 50% of MSW rate		
CM delivery fee	\$	33.52
R/O auto resume	\$	26.16
Commercial Auto Resume Fee	\$	26.16
CM Set-up Fee	\$	26.16
R/O Set-up Fee	\$	17.48

Proposed Rates

AB 341 Non-Compliance Fee - per month	\$	11.28
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4.7.3 Annual C.P.I. Adjustment. Commencing January 1, 2007 (for commercial/industrial services) and July 1, 2006 (for residential services), and each January 1 or July 1 thereafter for the term of the Agreement (in accordance with the timing and procedures set forth in Section 4.7.2). Contractor shall be entitled to a cost-of-living increase or decrease tied to the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for all Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange CA All Items (1982-84=0), hereinafter referred to as the CPI, for the year prior to the month of February immediately preceding the date of the adjustment. Contractor shall provide City with the adjusted rates, if any, by April 15 to meet the July solid waste billing. Contractor's failure to provide such rates in a timely manner shall not constitute a waiver of its right to the CPI increase. In the event that publication or compilation of the CPI shall be transferred to any other government department or agency or shall be discontinued, then the parties shall utilize the index most nearly the same as the CPI to make such calculation. In the event that the Contractor and City cannot agree on such an index, the matter shall be submitted for non-judicial binding arbitration, each side to bear equal costs.

4.7.4 Extra Cost Increase Adjustment. The Contractor may apply for an increase in excess of the C.P.I. adjustment set forth in Section 4.7.3, for cost increases for certain component costs of collection. If a collection cost component of Contractor's cost is ten percent (10%) or more of the total cost of collection and Contractor shows the need for the requested cost rate increase by providing documentation that this component of Contractor's collection costs have increased by one hundred fifty percent (150%) or more than the percentage increase in the C.P.I. for the previous year, then that portion of Contractor's rate which that cost component represents shall increase by the percentage increase of the cost component. For example as to this Section 4.7.4, if the fuel component is fifteen percent (15%) of Contractor's cost of collection and the cost of fuel increases in a particular year by nine percent (9%), and the CPI for that year increases by six percent (6%), then the fuel cost component of Contractor's rate shall automatically increase by nine percent (9%) and the remaining components of the Contractor's rate shall increase by the six percent (6%) CPI for that year.

Contractor shall submit any and all data requested by and in the format prescribed by the City Manager for any requested cost increase request, The Council shall consider the

RECEIVED

City of South Gate
CITY COUNCIL

Item No. 3

JAN 19 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

7:40pm

For the Regular Meeting of January 26, 2021
Originating Department: Community Development

Interim Director:


Paul L. Adams

Interim City Manager:


Chris Jeffers

SUBJECT: RESOLUTION APPROVING SUBSTANTIAL AMENDMENT NO. 4 TO THE FISCAL YEAR 2019-2020 ANNUAL ACTION PLAN IN ACCORDANCE WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) REGULATIONS AND RATIFY THE AMENDED FY 2020-2021 CDBG AND HOME BUDGET ALLOCATIONS

PURPOSE: To consider amending the Fiscal Year (FY) 2019-2020 Annual Action Plan by programming \$863,385 in Community Development Block Grant Coronavirus (CDBV-CV3) funds to provide additional COVID-19 related programs and services, and to ratify the amended FY 2020-2021 CDBG and HOME budget allocations. This item was continued from the November 24, 2020, City Council meeting.

RECOMMENDED ACTIONS: Following the conclusion of the Public Hearing, the City Council will:

- a. Adopt Resolution approving Substantial Amendment No. 4 to the Fiscal Year 2019/20 Annual Action Plan; by programming \$863,385 in Community Development Block Grant Coronavirus (CDBV-CV3) funds to provide additional COVID-19 related programs and service;
- b. Authorize an appropriation of \$863,385 in CDBG-CV to the Fiscal Year 2019/20 Annual Action Plan; and
- c. Ratify the amended Fiscal Year 2020/21 CDBG and HOME budget allocations.

FISCAL IMPACT: There will be no impact on the General Fund as a result of this Substantial Amendment. The enacted Coronavirus Aid Relief and Economic Security (CARES) Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, HUD has immediately allocated \$2 billion based on the FY 2019/20 CDBG formula. The City of South Gate's allocation from this latest round of CDBG-CV funding was \$863,385. It is recommended that the City Council authorize funds to be added to the FY 2019/20 budget and appropriate \$863,385 in CDBG-CV funds to the FY 2019/20 Annual Action Plan.

NOTICING REQUIREMENTS: Advertising and notification of the Public Hearing was conducted in compliance with the Municipal Code Section 11.50.020 (Public Hearing Notification) and was published in the Long Beach Press Telegram newspaper on January 16, 2021. The CARES Act adds additional flexibility to reduce the required public comment period from 30 days to not less than five (5) days. The noticing conducted by the City complies with these requirements.

ANALYSIS: This item requests two separate actions related to HUD funding received by the City. The first is the correction of a minor (\$394) error in the current fiscal year allocations and the second, is the allocation of a third round of CDBG-CV funds to specific programs.

Budget Adjustment: In 2019, HUD allocated \$1,487,150 in CDBG and \$664,918 funds for the FY 20-21 for the City of South Gate. Recently, the City was informed by HUD that there was an error in the formula calculation resulting in slight reduction to the City’s allocation. The City’s corrected allocation for CDBG is \$1,486,924, a difference of \$226; the corrected allocation for HOME is \$664,918, a difference of \$168.

The resulting budget adjustment does not require an amendment to the action plan, but does require City Council approval. City staff recommends reducing the amount previously allocated to the Administration of both the CDBG and HOME. If approved, the CDBG administration budget would be reduced by \$226, thus resulting in an amendment from \$273,430 to \$273,204 (as shown in the last table in the report). The HOME administration budget would be reduced by \$168, thus resulting in an amendment from \$166,229 to \$166,061. For a total reduction adjustment of \$394 to the original budget.

Allocation of New Funding: In order to allocate the additional CDBG funds granted to the City through the third round of CDBG funds, a Substantial Amendment to the City’s Annual Action Plan is required. This item was brought to the City Council at the November 24, 2020 City Council meeting. At that time staff requested to continue the Public Hearing to January 26th, 2021 and to take this item to the Citizen Advisory Committee for their review and recommendation. This procedure allowed for additional citizen input, which is required by HUD and is compliance with the policies listed in our Citizen Participation Plan. This procedure would normally happen with regular CDBG funding allocations.

On December 9, 2020, the Citizen Advisory Committee met to discuss the additional round of CDBG-CV funds. Below is the CAC’s recommendation:

CDBG-CV-3 Funds	
CDBG-CARES (CV-3) Allocation	\$863,385.00
Administrative Budget	\$172,677.00
Proposed Programs	
Food Insecurity Program	\$150,354.00
Illegal Dumping/ Youth Employment Program	\$100,000.00
Rental Assistance and Utility Program	\$240,354.00
Small Business Job Retention and Creation Program	\$200,000.00
Total	\$863,385.00
Balance	\$0

The CDBG-CV funds are supplemental CDBG funding that the City is eligible to receive from HUD for activities that prevent, prepare for, and respond to the economic effects of the ongoing Coronavirus Disease 2019 (“COVID-19”) pandemic. The funds are meant to be used in a timely manner to assist residents in need, but per HUD Guidelines, must be expended by June 30, 2022. There is a 20% cap on administrative funding, and HUD has waived the 15% cap on public service programs, thus allowing the City to program more funds towards public service programs as opposed previous CDBG funding years.

Following the December 9th CAC meeting, City staff emailed CDBG sub recipients informing them of the new CDBG-CV Funds Available.

Below is a summary of the CDBG-CV3 applications received:

- **Food Insecurity Program (\$150,354 recommended by the CAC)**
 - 1) No Applications Received. Staff is working to develop an appropriate food distribution program that will be managed by City staff.

- **Illegal Dumping Youth Employment Program (\$100,000 recommended by the CAC)**
 - 1) Long Beach Conservation Corporation- Submitted an application for \$100,000 for an Illegal Dumping Youth Employment program.

 - 2) The California Latino Leadership Institute, (CLLI)- Submitted an application for \$25,000 for a Southeast Youth Workforce Internship.

- **Rental Assistance and Utility Program (\$240,354 recommended by the CAC)**
 - 1) Compatior, Inc.- Submitted an application for \$240,354 for a Rental and Utility Assistance Program.

 - 2) Helpline Youth Counseling- Submitted an application for \$240,354 for a Rental and Utility Assistance Program.

- **Small Business Grants (\$200,000 recommended by the CAC)**
 - 1) South Gate Chamber of Commerce- Submitted an application for \$200,000 for Small Business Grant Assistance.

 - 2) Tweedy Mile Association- Submitted an application for \$200,000 for Small Business Grant Assistance.

BACKGROUND: The U.S. Department of Housing and Urban Development (HUD) enabled additional CDBG economic support as part of the Coronavirus Aid Relief and Economic Security (CARES) Act. The objectives of the CDBG program is to enable activities that respond to the economic effects of the Coronavirus Disease 2019 (COVID-19) pandemic, allowing grantees to reprogram existing or future CDBG funds as part of long-term social welfare and economic development recovery efforts. Given the immediate needs faced by communities, HUD has announced a third allocation of funds. The City of South Gate will be eligible to receive \$863,385 in CDBG-CV funds.

The South Gate City Council has already funded a number of programs using both regular CDBG and CDBG-CV funds in the past several months in response to the COVID-19 pandemic. Regular CDBG funds must be spent by June 30, 2021. If not, they will be reprogrammed for FY 2021/22. CDBG-CV funds must be spent by June 30, 2022. The following summary of prior allocations is provided for reference.

On April 28, 2020 the City Council programmed \$633,668 of the \$874,841 CDBG-CV funds. Below is a summary:

Program Funded	Organization	Amount Allocated
Admin Funds	City of South Gate	\$174,968.20
Covid-19 Testing	AltaMed	\$62,500
Senior Food Distribution	City of South Gate	\$286,200
Homeless Services	Salvation Army	\$45,000
Domestic Violence	City of South Gate	\$20,000
Rent and Utility Assistance Program	Helpline Youth Counseling	\$45,000
	Total	\$633,668

On June 9, 2020 and June 23, 2020 the City Council programmed \$241,173 in CDBG-CV funds.

Program Funded	Organization	Amount Allocated
Legal Advocacy Program	Bet Tzedek	\$80,000
Rental and Utility Assistance Program	Helpline Youth Counseling	\$80,000
Mental Health Counseling Program	Compatior, Inc.	\$81,173
	Total	\$241,173

On April 28, 2020 the City Council re-programmed \$375,000 of unspent FY 2019/20 CDBG Funds. Below is a summary:

Program Funded	Organization	Amount Allocated
Small Business Grant Program	City of South Gate	\$200,000
Workforce Development Program	Hub Cities	\$175,000
	Total	\$375,000

On September 22, 2020 the City Council programmed \$1,487,150 in regular CDBG funds for FY 2020/2021 and programmed \$1,006,581 of unspent CDBG funds from prior years for new programs. Below is a summary:

Program Funded	Organization	Amount Allocated
Administration	City of South Gate	\$273,430
Fair Housing Program	Fair Housing Foundation	\$24,000
Program Delivery - HOME Rehab	City of South Gate	\$100,000
Tweedy Blvd. Façade Improvements	Tweedy Mile	\$60,000
Commercial Façade	City of South Gate	\$200,000
Graffiti Abatement	City of South Gate	\$140,000
Homeless Services	Salvation Army	\$22,500
Family Violence Prevention	City of South Gate	\$140,000
Police Explorer	City of South Gate	\$25,000
Rent and Utility Assistance	Helpline Youth Counseling	\$22,500
Rehabilitation Services	Southern CA Rehab	\$8,000

Mental Health Program	Compatior, Inc.	\$325,000
Food Insecurity Program	City of South Gate	\$364,500
Small Business Program	South Gate Chamber of Commerce	\$300,000
Youth Employment Program	Hub Cities	\$157,500
Rent and Utility Assistance	Compatior, Inc.	\$175,000
Workforce Development	Hub Cities	\$50,000
Illegal Dumping Program	Conservation Corp of Long Beach	\$36,581
	Total	\$2,424,011

In addition to their recommendations regarding the allocation of current CDBG-CV funds, the CAC also considered other potential areas of need. Given the limited funding that the City receives, the CAC requested that staff include the following recommendations for possible future consideration. Staff and the members of the CAC recognize that all of these potential needs will require additional funding and study in order to be addressed and that the resources to do so are not currently available. These additional items for future consideration are:

- The City can consider adopting a rental protection ordinance
- The City can reach out to/partner with companies like AT&T and Spectrum to offer internet services to Low-income residents
- The City can create a platform on the City’s website of pro-bono legal services
- The City should explore partnering with large companies to offer internships to South Gate youth.
- The City should also reach out to undocumented households to inform them of the programs/ resources available to them.

All of these suggestions while having merit would require potentially substantial funding which may or may not be eligible for future CDBG funding. In addition, they likely would take several months to cultivate and during the current COVID environment would be difficult to undertake given the inability to have in-person discussions. Staff believes that these recommendations would best be addressed during the City’s budget process.

ATTACHMENTS: A) Proposed Resolution
B) Public Hearing Notice

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, APPROVING SUBSTANTIAL AMENDMENT NO. 4
TO THE CITY OF SOUTH GATE FISCAL YEAR 2019-2020
ANNUAL ACTION PLAN REALLOCATING CDBG FUNDS AND ALLOCATING
CDBG-CV FUNDS IN ACCORDANCE WITH THE U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT REGULATIONS**

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) requires all jurisdictions that receive federal entitlement funds to prepare an Annual Action Plan that identifies the projects to be funded with Community Development Block Grant (“CDBG”) and HOME Investment Partnerships (“HOME”);

WHEREAS, the City of South Gate (“City”) prepared and adopted a Five-Year Consolidated Plan for the City covering the period July 1, 2015 to June 30, 2020;

WHEREAS, the purpose of the Consolidated Plan and the Annual Action Plan is to identify housing and community development needs and to develop specific goals and objectives to address those needs over a five-year period and is a requirement of the U.S. Department of Housing and Urban Development that the City must meet in order for the City to continue to receive federal housing and community development funds;

WHEREAS, on May 28, 2019, the City Council approved the 2019-2020 Annual Action Plan for expenditure of the entitlement grants from HUD, including the CDBG program. The approved Annual Action Plan was subsequently submitted to HUD in May, 2019 and approved on September 5, 2019;

WHEREAS, HUD enabled additional CDBG economic support known as the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”), allowing grantees to reprogram existing or future CDBG funds as part of long-term social welfare and economic development recovery efforts;

WHEREAS, the objectives of the supplemental CDBG funding is to enable activities that prevent, prepare for, and respond to the economic effects of the Coronavirus Disease 2019 (“COVID-19”) pandemic (“CDBG-CV”);

WHEREAS, the City is receiving \$863,385 in CDBG-CV funds;

WHEREAS, the City Council has determined that the 2019-2020 Annual Action Plan needs to be amended in accordance with HUD regulations through a Substantial Amendment, to indicate the increase allocated to a category of funding, and to reflect the changing needs of the community;

WHEREAS, the CARES Act adds additional flexibility to reduce the required public comment period from 30 days to not less than five (5) days. Grantees may use virtual public hearings when necessary for public health reasons and the public services cap is suspended during the emergency;

WHEREAS, City staff published a public hearing notice announcing the proposed amendments to the Fiscal Year (FY) 2019/20 CDBG allocations in the January 13, 2021 edition of the Long Beach Press telegram newspaper. The five (5) day public review and comment period ends on January 26, 2021; and

WHEREAS, the adopted budget and proposed changes to the FY 2019/20 Annual Action Plan for the CDBG Program proposes to allocate \$863,385 in CDBG-CV funds to the FY 2019/20.

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

SECTION 1. The City Council does hereby declare that the above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council does hereby adopt Substantial Amendment No. 4 to the 2019-2020 Annual Action Plan as follows: Allocating \$863,385 in CDBG-CV funds to the FY 2019/20.

SECTION 3. The City Manager and/or his designee is hereby authorized to make all conforming modifications and edits, and to execute all implementing documents required by HUD to receive and reallocate funding identified under the approved Substantial Amendment No. 4 to the 2019-2020 Annual Action Plan.

[Remainder of page left blank intentionally.]

SECTION 4. The City Manager and/or his designee is hereby directed to file a copy of said Substantial Amendment to HUD.

SECTION 5. The City Manager is hereby authorized to enter into agreements with eligible sub-recipients, in a form acceptable to the City Attorney.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED, and ADOPTED on this 26th day of January 2021.


CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL**

NOTICE OF PUBLIC HEARING

Hearing Date: Tuesday, January 26, 2021
Time: 6:30 p.m. or as soon thereafter as the matter may be heard
Place: Members of the public wishing to observe the meeting may join through a Call-In Conference. For the updated Dial-In Number and Conference Code for the January 26th City Council meeting please visit the City's website at www.cityofsouthgate.org/AgendaCenter

Description: Consider a substantial amendment to the 2019-2020 Annual Action Plan. The 2019-2020 Annual Action Plan, which sets forth specific activities and expenditures using funds received through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) programs administered by the United States Department of Housing and Urban Development (HUD), was adopted by the City Council on May 28, 2019. When a substantial change (i.e. adding an activity, canceling an activity or redirecting funds) is proposed to the City Action Plan, the City requires that the public be notified and a Public Hearing be held to allow the public an opportunity to comment on the proposed substantial changes.

Proposed Amendment to the FY 19 Action Plan: CDBG and CDBG-CARES (CDBG-CV) Program:

The City is proposing to program funds under the CARES (CDBG-CV) program. The City Council will conduct a public hearing to consider the modification in activity funding levels for programs. The following programs may be added, increased, reduced, or eliminated:

CDBG-CV-3 Funds Available	
CDBG-CARES (CV-3) Allocation	\$863,385.00
Proposed Programs	
Administrative Budget	\$172,677.00
Food Insecurity Program	\$150,354.00
Illegal Dumping/ Youth Employment Program	\$100,000.00
Rental Assistance and Utility Program	\$240,354.00
Small Business Job Retention and Creation Program	\$200,000.00
Total	\$863,385.00
Balance	\$0

Reasonable Noticing: The City will publish a legal notice in a newspaper of general circulation and on the City website at least ten (10) days prior to the public hearing.

Public Review Comment: A five-day public comment period will be provided commencing on January 20, 2021. Citizens can submit email comments in advance of the public hearing to the attention of the City Clerk.

Public Hearing: A telephonic public hearing will be considered adequate. Citizens can submit verbal comments to the City Council at the time of the telephonic public hearing.

Availability of Document for Public Comment: The City of South Gate encourages citizen participation in the planning process. A Public Hearing regarding this proposed Substantial Amendment to the 2019-20 One Year Action Plan will be held on January 26, 2021, 6:30 p.m. via the City's Call-in Conference.

Invitation to be heard: All interested persons are invited to the Public Hearing to be heard. In addition, written comments may be submitted to the City Council prior to the hearing. Comments may be submitted in writing by mailing comments to City of South Gate, Community Development Department, Attn: Dianne Guevara, Management Analyst, 8650 California Avenue, South Gate, CA 90280.

Those desiring a copy of the staff report or further information related to this project should contact:

Contact: Dianne Guevara, Management Analyst
Phone: 323-563-9535
E-mail: dguevara@sogate.org

Mailing Address: Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

Accessibility: It is the intention of the City of South Gate to comply with the Americans with Disabilities Act (ADA) in all respects. The City of South Gate will attempt to accommodate attendees in every reasonable manner. Please contact at least 72 hours prior to the above scheduled public hearing to establish need and to determine if additional accommodation is feasible.

ESPAÑOL

Información en Español acerca de esta junta puede ser obtenida llamando al 323-563-9535

Dated: January 14, 2021

Published: January 16, 2021

RECEIVED

JAN 19 2021

City of South Gate Item No. 4
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:55am

AGENDA BILL

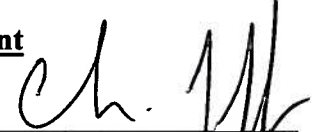
For the Regular Meeting of: January 26, 2021

Originating Department: Community Development

Interim Director:


Paul L. Adams

Interim City Manager:


Chris Jeffers

SUBJECT: SECOND READING OF ORDINANCE NO. 2021-01-CC, PERTAINING TO THE CITY'S ACCESSORY DWELLING UNIT AND ACCESSORY STRUCTURE REGULATIONS

PURPOSE: To adopt Ordinance No. 2021-01-CC, amending the South Gate Zoning Code regulating Accessory Dwelling Units (ADUs) to conform to the new State law requirements established by AB 68 and with related Senate Bill 13 and Assembly Bill 881 and establishes development standards for accessory structures in the City.

RECOMMENDED ACTION: Waive the reading in full and adopt Ordinance No. 2021-01-CC repealing Ordinance No. 2360 in its entirety and adopting new Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Municipal Code to comply with the State's new regulations for the construction of accessory dwelling units and accessory structures.

FISCAL IMPACT: None.

ALIGNMENT WITH CITY COUNCIL GOALS: The adoption of the Ordinance No. 2021-01-CC supports the goal of "improving communications and civic engagement" and "internal process improvements" by updating the City's Zoning Ordinance to include applicable state land use mandates facilitating the dissemination of clear and consistent information.

ENVIRONMENTAL EVALUATION: The foregoing amendment to the South Gate Zoning Code is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17, which provides that CEQA "does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code." This ordinance is adopted to implement changes in Government Code Section 65852.2, and thus is exempt from CEQA's environmental review requirements.

ANALYSIS: In 2019, the California Legislature adopted eighteen (18) housing bills aimed at addressing the housing crisis. Six of those bills specifically made changes to the creation of accessory dwelling units (ADU) and junior accessory dwelling units (JADU). The changes to Government Code Sections 65852.2 and 65852.22 imposed new limits on the City's ability to regulate ADUs and JADUs. As a result of this new legislation, as of January 1, 2020, the City's ordinance regulating ADUs is no longer in compliance with State law and can no longer be enforced. Ordinance No. 2021-01-CC will bring the City's Zoning Ordinance into compliance with these new laws and preserve the City's remaining ability to enforce standards on future ADUs and

JADUs.

BACKGROUND: At its January 12, 2021, regularly scheduled meeting, the City Council conducted a public hearing and introduced Ordinance No. 2021-01-CC.

ATTACHMENT: Ordinance No. 2021-01-CC

ORDINANCE NO. 2021-01-CC

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, REPEALING ORDINANCE NO. 2360 IN ITS ENTIRETY
AND ADOPTING NEW CHAPTER 11.43 (ACCESSORY DWELLING
UNITS AND ACCESSORY STRUCTURES), TO TITLE 11 (ZONING), OF
THE SOUTH GATE MUNICIPAL CODE TO COMPLY WITH THE
STATE'S NEW REGULATIONS FOR THE CONSTRUCTION OF
ACCESSORY DWELLING UNITS AND ACCESSORY STRUCTURES**

WHEREAS, the State of California has found that Accessory Dwelling Units (“ADUs”) assist with the housing crisis by providing affordable housing for family members, students, the elderly, in-home providers, the disabled, and others, at below market prices within existing neighborhoods;

WHEREAS, on September 27, 2016, Assembly Bill (“AB”) 2299 and Senate Bill (“SB”) 1069 were signed into law that significantly impacted and modified the ADU standards provided in Section 65852.2 of the Government Code;

WHEREAS, in response, on April 25, 2017, the City Council of the City of South Gate (“City”) adopted Interim Urgency Ordinance No. 2336, revising the City’s second dwelling unit regulations in its entirety for the purpose of regulating ADUs in the Neighborhood Low residential zone of the City;

WHEREAS, on May 23, 2017, the City Council adopted Interim Urgency Ordinance No. 2338, extending the term of Interim Urgency Ordinance No. 2336 through and including April 24, 2019, and amending Title 11, Chapter 11.43 of the South Gate Municipal Code in order to conform the City’s municipal ordinances regulating ADUs with the State law requirements established by AB 2299 and SB 1069;

WHEREAS, thereafter, on March 26, 2019, the City Council adopted Ordinance No. 2360, repealing Interim Urgency Ordinance Nos. 2336 and 2338 in their entirety and adding new Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Municipal Code;

WHEREAS, on October 9, 2019, AB 68, AB881, and SB 13 were signed into law, further modifying State law requirements pertaining to ADUs, effective January 1, 2020, as set forth in Sections 65852.2 and 65852.22 of the Government Code;

WHEREAS, this new Ordinance amends Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) to conform the City’s municipal ordinances regulating ADUs including location, unit size, height, and other regulations with the new State law requirements established by AB 68 and with related Senate Bill 13 and Assembly Bill 881;

WHEREAS, this new Ordinance amends Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) to provide clarity and consistency regarding construction of accessory structures in the City;

WHEREAS, pursuant to California Government Code Section 65854, the Planning Commission duly noticed and agendized a public hearing and conducted the public hearing on this matter on November 17, 2020, and adopted Planning Commission Resolution No. 2020-05 recommending that the City Council approve the proposed amendments to Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) and adopt this Ordinance; and

WHEREAS, the City Council conducted a duly noticed public hearing on January 12, 2021, to take public testimony and consider the introduction of this Ordinance.

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

SECTION 1. The City Council does hereby declare that the above recitals are true and correct and incorporated herein by reference. Based on these findings, the City Council determines the public health, safety and general welfare of the City, its residents and property owners can benefit by amending the Zoning Code to update development standards for accessory dwelling units, and that it is in the best interest of the City to amend the Zoning Code accordingly.

SECTION 2. The City Council does hereby repeal Ordinance No. 2360 in its entirety.

SECTION 3. The City Council does hereby adopt new Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Municipal Code in its entirety to read as follows:

TITLE 11 (ZONING)

Chapter 11.43 (ACCESSORY DWELLING UNITS AND ACCESSORY STRUCTURES*)

Sections:

- 11.43.010 Purpose and intent.
- 11.43.020 Definitions.
- 11.43.030 Permitted Uses.
- 11.43.040 General Provisions.
- 11.43.050 Development Standards.
- 11.43.060 Application and Review Process.
- 11.43.070 Accessory Structures

11.43.010 Purpose and intent.

- A. This chapter of the South Gate Municipal Code (the “chapter”) establishes the standards for permitting accessory dwelling units (“accessory dwelling units”) within the city of South Gate, formerly known as “second dwelling units,” on residential properties in accordance with Sections 65852.2, 65852.22, and 65852.26 of the California Government

Code, as amended and effective January 1, 2020. An accessory dwelling unit that conforms to the development and design standards in this section shall:

1. Be deemed an accessory use or an accessory building and not be considered to exceed the allowable density for the lot upon which it is located;
2. Be deemed a residential use that is consistent with the existing General Plan and zoning designation for the lot upon which it is located;
3. Not be considered in the application of any ordinance, policy, or program to limit residential growth; and
4. Not be considered a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.

11.43.020 Definitions.

For purposes of this chapter the following terms shall have the meanings indicated:

- A. "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary dwelling on a fixed, permanent foundation. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary dwelling is or will be situated; provided, however that a junior accessory dwelling unit may share sanitation facilities with the primary dwelling. An accessory dwelling unit also includes (i) an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code and (ii) a manufactured home, as defined below and in Section 18007 of the Health and Safety Code. An Accessory Dwelling Unit must be either (a) attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure, or (b) detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.
- B. "Accessory dwelling unit permit" means the formal, written approval, of the community development director approving the application for an accessory dwelling unit.
- C. "Application" means an application for an accessory dwelling unit permit.
- D. "Attached" means attached to the primary dwelling.
- E. "Building codes" means all of the requirements for authorization for the construction, alteration, improvement, modification, demolition or removal of any structure within the city of South Gate, including all codes adopted by reference in the municipal code, including but not limited to the California Building Code, the California Electrical Code,

the California Plumbing Code, the California Mechanical Code, the California Residential Code and all local amendments thereto as adopted by the city in the municipal code.

- F. “Building permits” means all authorizations and permissions required in accordance with all applicable building codes.
- G. “City” means the city of South Gate.
- H. “Detached” means detached from the primary dwelling unit.
- I. “Director” means the community development director of the city of South Gate and all of his/her designees.
- J. “Efficiency Unit” means a dwelling unit which contains all of the following: (i) a living area of not less than 220 square feet, plus an additional 100 square feet for each occupant in excess of two; (ii) a separate closet; (iii) a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches in front, together with light and ventilation conforming to Part 2.5 of Title 24 of the California Code of Regulations; and (iv) a separate bathroom containing a water closet, lavatory and bathtub or shower.
- K. “Existing structure” for the purposes of defining an allowable space that can be converted to an accessory dwelling unit means any accessory structure or any space within an existing single family dwelling or within an existing multi-family dwelling that can be made safely habitable under local building codes at the determination of the building official regardless of any noncompliance with zoning standards.
- L. “Junior accessory dwelling unit” means a dwelling unit created out of space entirely within a proposed or existing single-family residence, and of no more than 500 square feet in size, which provides independent living facilities for one or more persons and includes permanent provisions for living, an efficiency kitchen, eating and sleeping. A junior accessory dwelling unit shall have independent exterior access. Provisions for sanitation may be provided within the junior accessory dwelling unit or may share sanitation facilities with the primary dwelling.
- M. “Living area” means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.
- N. “Lot” shall mean the single legal parcel of real property upon which the accessory dwelling unit shall be located.

- O. “Multifamily”, “multi-family” or “multiple family” when used in this Chapter shall mean buildings containing two or more primary dwelling units.
- P. “Municipal code” means the municipal code of the city of South Gate.
- Q. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
- R. “Primary dwelling” means a lawfully constructed single-family or multifamily residence existing or proposed on the lot where the accessory dwelling unit may be permitted.
- S. “Proposed dwelling” means a dwelling that is the subject of a permit application submitted to the City and that meets the requirements for permitting in the City.
- T. “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- U. Other words and phrases used in this chapter shall have the same meaning as provided in the South Gate Municipal Code.

11.43.030 Permitted Uses.

- A. Location of Accessory Dwelling Units. The provisions of this section authorize an accessory dwelling unit to be located on a lot in any zoning district where residential use is permitted or conditionally-permitted that includes a proposed or existing primary dwelling.
- B. Number Allowed. On lots with one (1) existing or proposed single-family dwelling, one (1) accessory dwelling unit and one (1) junior accessory dwelling unit may be permitted. On lots with more than one detached single-family dwelling, one (1) accessory dwelling unit created by using space within the proposed or existing space of one (1) of the single family dwellings and one (1) detached accessory dwelling unit with a four-foot side and rear yard setbacks of no more than 800 square feet and 16 feet high may be permitted. On lots with existing multiple-family dwellings, accessory dwelling units are allowed within the portions of existing multi-family dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. At least one (1) accessory dwelling unit shall be allowed within an existing multi-family structure, and up to a maximum of 25% of the existing multiple-family dwelling units may be permitted or no more than two (2) detached accessory dwelling units may be permitted on a lot with multi-family dwellings. The two (2) detached accessory dwelling units are subject to a

height limit of 16 feet except where it would not exceed the roofline of the primary dwelling, and a side and rear yard setback of four feet.

11.43.040 General Provisions.

The following provisions shall apply to all accessory dwelling units:

- A. Residential Use. An accessory dwelling unit shall be used only for residential purposes and no business, enterprise or occupation shall be conducted, permitted or allowed within the accessory dwelling unit.
- B. Compliance with Chapter. No accessory dwelling unit may be constructed, maintained, improved, altered, enlarged, modified, permitted or allowed within the city except as provided in this chapter and within zones that permit residential uses.
- C. Rental and Sale Limitations. Accessory dwelling units may be rented. If rented, the rental term shall not be for less than 30 days. The accessory dwelling unit shall not be sold or otherwise conveyed separately from the primary dwelling.
- D. Any legally permitted structure, or a structure constructed in the same location and to the same dimensions as a legally permitted structure, which is to be converted to an accessory dwelling unit may be converted or built without any additional setbacks.
- E. Nonconforming Residential Structures. Any nonconforming zoning conditions on the subject property shall not require correction for the purpose of adding either an accessory dwelling unit or a junior accessory dwelling unit.
- F. There shall be no minimum size for accessory dwelling units which are converted from existing space, beside that which is necessary per building code standards.
- G. Before the City will issue a certificate of occupancy for a junior accessory dwelling unit, the property owner shall file with the county recorder in the County Recorder's Office, and provide the City with a copy bearing the recording information, a deed restriction, which has been approved by the City Attorney as to its form and content, containing a reference to the deed under which the property was acquired by the owner and stating that:
 - 1. The junior accessory dwelling unit shall not be sold or otherwise conveyed separately from the primary dwelling, and rental of a junior accessory dwelling unit shall be for a period of longer than thirty (30) days.
 - 2. The applicant and all subsequent owners of the lot shall at all times occupy, as his or her primary residence, either the remaining portion of the primary dwelling or the newly created junior accessory dwelling unit. Owner-occupancy shall not be

required if the owner is another governmental agency, land trust, or housing organization.

3. A restriction of the junior accessory dwelling unit size and attributes exists as required by Sections 11.43.050A3, 11.43.050G, 11.43.050J, 11.43.050K, and 11.43.050M2 below.
- H. Before issuing a certificate of occupancy for an accessory dwelling unit, the property owner shall file with the county recorder a covenant agreement, which has been approved by the City Attorney as to its form and content, contacting a reference to the deed under which the property was acquired by the owner stating that:
1. The accessory dwelling unit shall not be sold or otherwise conveyed separately from the primary dwelling, and rental of an accessory dwelling unit shall be for a period of longer than thirty (30) days.
 2. The accessory dwelling unit has been constructed in compliance to this chapter and for residential purposes in accordance to plans approved by the City.
- I. For any accessory dwelling unit application on a lot with an existing or proposed single family dwelling which is received on or after January 1, 2025, the owner of the subject property and all subsequent owners shall be the occupant of either the primary residence or the accessory dwelling unit, and such restriction shall be recorded on an instrument as approved by the City Attorney and shall run with the land.

11.43.050 Development Standards.

An accessory dwelling unit may be attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure, or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

- A. Floor Area. The following floor area standards for accessory dwelling units apply:
1. Attached accessory dwelling units shall not exceed fifty (50) percent of the existing primary dwelling or either 850 square feet for a studio or one-bedroom unit or 1,000 square feet for a unit of more than one-bedroom, whichever is less, provided, however, that these floor area requirements shall not preclude an accessory dwelling unit of at least 800 square feet from being constructed.
 2. Detached accessory dwelling units shall not exceed 850 square feet for a studio or one-bedroom unit or 1,000 square feet for a more than one-bedroom unit.
 3. Junior accessory dwelling units shall not exceed 500 square feet.

- B. **Lot Coverage.** The following lot coverage standards for accessory dwelling units apply:
1. The first 800 square feet of either an attached or detached accessory dwelling unit will not count towards the lot coverage of the subject property. Any additional footprint after 800 square feet will count towards the lot coverage of the property and the lot coverage limits of the underlying zone shall apply.
 2. An accessory dwelling unit constructed in the same location and to the same dimensions as an existing accessory structure that is converted to an accessory dwelling does not count towards the lot coverage of the property.
- C. **Minimum Yard Areas.** The following minimum yard requirements apply.
1. **Front Yards.** The provisions of the applicable underlying zoning designation of the subject property shall apply.
 2. **Rear Yards.** The minimum rear yard shall be four feet.
 3. **Side Yards.** The minimum side yard shall be four feet.
- D. **Building Height.** The following maximum building height requirements apply.
1. Detached accessory dwelling units may not exceed 16 feet in height, measured from the finished grade to the peak of the roof. Attached accessory dwelling units may not exceed the height of the roofline of the primary dwelling.
 2. Accessory dwelling units shall not be constructed above a detached garage except where it would not exceed the roofline of the primary dwelling measured from finished grade to the peak of the roof.
 3. Accessory dwelling units and junior accessory dwelling units shall have a vertical clearance from finished floor to ceiling within the habitable space up to eight (8) feet.
- E. **Building Separation.** There shall be a minimum of six feet (6') separating all construction (including eaves and similar architectural features) of the detached accessory dwelling unit from the main building(s) or other accessory building(s) on the same lot.
- F. **Expansion of Existing Structure.** An accessory dwelling unit created within an existing accessory structure or an existing primary dwelling may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions as the existing accessory structure or existing primary dwelling. An expansion beyond the physical limitation of the existing accessory structure or existing primary dwelling shall be limited to accommodating ingress and egress. This expansion will be exempt from local development standards.
- G. **Parking.** No parking shall be required for any accessory dwelling unit or for any junior accessory dwelling unit.
- H. **Design Standards.** The following design standards shall apply to all accessory dwelling units.

1. An attached accessory dwelling unit shall not involve any changes to existing street facing walls nor to existing floor and roof elevations.
 2. This subsection shall not be interpreted to prohibit a prefabricated structure or manufactured home, as defined in Section 18007 of the California Health and Safety Code.
 3. All exterior lighting shall be shielded in a way so that no light spills onto adjacent properties.
- I. Garage Conversions. Garage conversions shall be allowed subject to the following provisions.
1. No additional setback shall be required for an existing garage which is converted to an accessory dwelling unit.
 2. The garage door shall be removed and replaced with a new facade. The new façade shall include a minimum of one window or entryway.
- J. Junior Accessory Dwelling Units. One junior accessory dwelling unit shall be permitted on lots with an existing or proposed primary dwelling and no more than one (1) detached accessory dwelling unit subject to the following provisions.
1. The junior accessory dwelling unit shall be fully located within an existing or proposed primary dwelling.
 2. The unit shall be no more than five hundred (500) square feet in floor area.
 3. The unit may maintain an interior connection to the primary dwelling and shall provide an exterior entrance separate from the primary dwelling entrance.
 4. The unit may contain separate sanitation facilities or may share with the primary dwelling.
 5. The unit shall include an efficiency kitchen that shall include the following components:
 - i. A cooking facility with appliances; and
 - ii. A food preparation counter and storage cabinets.
- K. Interior Amenities. Washer/dryer hook ups shall be provided within an accessory dwelling unit or the hookups may be provided within a shared common space.
- L. Fire Sprinklers. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.
- M. Utility Connections.
1. Accessory dwelling units shall not be considered new residential uses for the purposes of calculating city and county connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed in conjunction with a new primary dwelling.

2. For a junior accessory dwelling unit or an accessory dwelling unit located within the existing primary dwelling, a new or separate utility meter shall not be required and a related connection or capacity fee may not be charged, unless the accessory dwelling unit has been constructed with a new primary dwelling.
3. When the accessory dwelling unit is attached or detached, a new or separate utility meter shall not be required.

11.43.060 Application and Review Process.

- A. Processing Application. Within sixty (60) days of receipt of a completed application, submitted with all supporting documentation to the specifications provided by the director and, if applicable, all fees required for building permits, development and planning approvals, authorizations and permissions, in accordance with Government Code Sections 66000 et seq., the director shall issue an accessory dwelling unit permit, ministerially, without discretionary review or hearing, upon making a determination that the proposed accessory dwelling unit would be in compliance with this chapter and that all required approvals, permits, authorizations and permissions exist for the lawful use of the accessory uses or will be issued by the appropriate agency or department. Notwithstanding the foregoing sixty (60) day issuance requirement, if the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single family dwelling on the lot, the City may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the City acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay.
- B. Health Official Approval. In the event that the property is served by a functioning private sewage disposal system, any application for an accessory dwelling unit must be approved by the health official for the city before an accessory dwelling unit permit may be issued by the director.
- C. Conditions of Approval. The director may include conditions on the accessory dwelling unit permit that are consistent with this chapter.

11.43.070. Accessory Structures

The following provisions, in combination with Section 11.43.060 (Application and Review Process), are minimum requirements for all accessory structures.

- A. Non-habitable accessory buildings or structures, include but are not limited to the following:
 1. Garages;

2. Carports;
 3. Workshops;
 4. Storage rooms or sheds;
 5. Detached patio covers;
 6. Pool bathrooms.
- B. All non-habitable accessory buildings or structures, with the exception of a pool bathroom, are not permitted to contain a bathroom.
- C. Pool bathrooms consisting of a $\frac{3}{4}$ bathroom are permitted in conjunction with the development of a pool or when a pool exists on the lot.
- D. With the exception of a garage or an accessory dwelling unit, a detached accessory structure shall not be located in the front of the main building or directly between the main building and the street.
- E. All detached accessory structures or buildings within residential zones, except accessory dwelling units, shall be a minimum of 5 feet from any property line, unless otherwise expressed in this code, be located at least 6 feet from the main building and be no taller than 10 feet high.
- F. Accessory structures are not permitted above a detached garage in residential zones.
- G. Canopy Structures. The following regulations apply to canopy structures on a residential lot:
1. Canopy structures shall not be located on any lot for a period of more than three (3) days.
 2. Canopy structures shall not be located within the view of a public right of way, front or side yard area or driveway.
 3. Canopy structures with a maximum projected canopy area of 200 square feet, maximum height of 12 feet and a maximum length of 20 feet may be located within a rear yard area.
 4. Reflective, mirrored type covering material shall be prohibited.
- H. Storage Containers. Storage containers may be located on a lot developed with a single-family residence on a temporary basis, subject to the following standards:
1. Short-term location. One (1) storage container may be located on a lot up to a total of fourteen (14) days in any calendar year without the approval of any permit.
 2. Administrative review. One (1) storage container may be located on a lot for up to six (6) months in conjunction with permitted construction activity on the same lot, subject to approval pursuant to an administrative review. Approval pursuant to an administrative review for this purpose may only be undertaken in conjunction with construction activity for which a valid city building and/or grading permit has been issued and continues to remain active and valid. Regardless of the time period for which the presence of the container is approved pursuant to an administrative

review, the right to keep the storage container on the lot shall automatically expire upon the expiration or termination of all grading and building permits, or upon the final inspection and completion of associated construction activity. In cases where a storage container has been located on a lot in an unauthorized manner prior to approval by an administrative review, any approved time duration shall commence and run from the date during which the location of the storage container on the lot was first documented.

3. Where the temporary presence of a storage container has been approved by an administrative review, the deadline for removal of the container may be extended for up to six (6) months by the director of community development for good cause.
 4. Location. The location of a temporary storage container shall be subject to approval pursuant to an administrative review and shall take into consideration such factors as visibility from the street and surrounding properties, and visual and privacy impacts to surrounding properties. The storage container may only be located in the front yard when location in other areas is not feasible or would create other impacts. Location of a storage container on a driveway may only be approved where access to the garage or carport can continue to be provided for at least one (1) vehicle.
 5. Size. Storage containers shall be no greater than twenty (20) feet in length, ten (10) feet in height, and ten (10) feet in width.
 6. Permanent placement. Permanent placement of storage containers are prohibited on vacant lots and lots developed with residential uses.
- I. Garages and Carports. Garages and carport shall have a minimum interior clear width of eighteen (18) feet and depth of twenty (20) feet between columns or walls. Three-car garages shall have a minimum interior clear width of twenty seven (27) feet and depth of twenty (20) feet.
1. Tandem garage parking is permitted in NL or NM zones to comply with a required three-car garage for a single residential unit. This requires a garage to have a minimum of two (2) parking spaces side-by-side at the garage entrance and minimum nine (9) feet by twenty (20) feet shall be provided behind.

SECTION 4. The City Council hereby finds and determines, for the reasons set forth in Section 1, hereof that the adoption of this Ordinance is exempt from the California Environment Quality Act of 1970 (“CEQA”), as amended, because it can be seen with certainty that this ordinance has no likelihood of causing a significant negative effect on the environment and accordingly both the City Council’s action of adopting this ordinance and the effects derivative from the adoption are exempt from the application of CEQA, pursuant to Section 15061(b)(3) of the State CEQA Guidelines (15 Cal.Code Regs. § 15061(b)(3)). Furthermore, the adoption and implementation of the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17, which provides that CEQA “does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code.” This

ordinance is adopted to implement changes in Government Code Section 65852.2, and thus is exempt from CEQA's environmental review requirements.

SECTION 5. The City Council hereby declares that this Ordinance is in conformance with the goals, policies, and objectives of the South Gate General Plan 2035.

SECTION 6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one of more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. To the extent the provisions of the South Gate Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 8. This Ordinance shall take effect and be enforced on the thirty-first (31st) day after its adoption.

SECTION 9. The City shall submit a certified copy of this Ordinance to the State Department of Housing and Community Development within sixty (60) days after adoption.

SECTION 10. 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 26th day of January 2021.


CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

RECEIVED

Item No. 5

JAN 20 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER


3:30pm

AGENDA BILL


For the Regular Meeting of: January 26, 2021

Originating Department: Administration

Interim City Manager:


Chris Jeffers

Interim City Manager:


Chris Jeffers

SUBJECT: RESOLUTION EXTENDING THE LOCAL EMERGENCY AS A RESULT OF THE ONGOING CORONAVIRUS DISEASE 2019 PANDEMIC

PURPOSE: To extend the Local Emergency due to the ongoing Coronavirus Disease 2019 (COVID-19) pandemic.

RECOMMENDED ACTION: Adopt Resolution extending the Local Emergency within the City as a result of the ongoing Coronavirus Disease 2019 pandemic.

FISCAL IMPACT: None.

ANALYSIS: On December 8, 2020, the City Council adopted Resolution No. 2020-41-CC, extending the Local Emergency within the City as a result of the COVID-19 pandemic surge. It is time for the City Council to review the need to continue the state of emergency and Interim Director of Emergency Services recommends extending the Local Emergency as COVID-19 infections continue to increase.

BACKGROUND: California continues under the Limited Stay at Home Order for those counties in the Tier One (Purple) of the Blueprint for a Safer Economy. The Limited Stay at Home Order will expire after the Regional Stay at Home Order has been terminated in all regions of the State. Although the Pfizer-BioNTech COVID-19 vaccine (COVID-19 vaccination) will gradually be available in all counties by summer 2021, below are the priority phases for obtaining the COVID-19 vaccination:

Phase 1A: Healthcare workers and long-term care residents.

Phase 1B Tier One: Individuals 65 and older and those at risk of exposure at work in the following sectors: Education and childcare, Emergency services, and Food and agriculture.

Phase 1B Tier Two: (1) Those at risk of exposure at work in the following sectors: Transportation and logistics, Industrial, commercial, residential, and sheltering facilities and services, and Critical manufacturing; and (2) Congregate settings with outbreak risk: Incarcerated and Homeless.

Phase 1C: Individuals between 50 - 64 years of age; People between 16 - 49 years of age who have an underlying health condition or disability which increases their risk of severe COVID-19; and those at risk of exposure at work in the following sectors: Water and wastewater, Defense, Energy, Chemical and hazardous materials, Communications and IT, Financial services, and Government operations/community-based essential functions.

As of January 20, 2021, there are 16,001 COVID-19 cases in the City with 134 deaths, 1,031,874 COVID-19 cases in Los Angeles County with 14,122 deaths, and over 3 Million COVID-19 cases in California with 34,433. It is essential for the City and residents to remain vigilant to reduce the infection risk.

Since the start of the COVID-19 pandemic, the City continues to be committed to stopping the spread within the community and continues to take a variety of precautionary steps to try to slow the spread of COVID-19 at City facilities. As a precautionary measure to protect the community and City employees, City Hall is still operating between 10:00 a.m. and 2:00 p.m., Monday through Thursday, by appointment only, and all City services are continuously provided by phone and email.

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 and will continue to update the City's website providing 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 Site at South Gate Park, as well as many other resources, are readily accessible on the homepage of the City's website, titled "COVID-19 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

RESOLUTION NO.

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, EXTENDING THE LOCAL EMERGENCY WITHIN THE CITY
AS A RESULT OF THE ONGOING CORONAVIRUS DISEASE 2019 PANDEMIC**

WHEREAS, on December 8, 2020, the City Council adopted Resolution No. 2020-41-CC, extending the Local Emergency within the City as a result of the COVID-19 pandemic surge;

WHEREAS, COVID-19 infection rates continue to increase throughout Los Angeles County and hospitalizations continue to impact the health care systems;

WHEREAS, California continues under the Limited Stay at Home Order for those counties in the Tier One (Purple) of the Blueprint for a Safer Economy, and the Limited Stay at Home Order will expire after the Regional Stay at Home Order has been terminated in all regions of the State;

WHEREAS, although the Pfizer-BioNTech COVID-19 vaccine (“COVID-19 vaccine”) will gradually be available in all counties by summer 2021, below are the priority phases for obtaining the vaccination:

Phase 1A: Healthcare workers and long-term care residents.

Phase 1B Tier One: Individuals 65 and older and those at risk of exposure at work in the following sectors: Education and childcare, Emergency services, and Food and agriculture.

Phase 1B Tier Two: (1) Those at risk of exposure at work in the following sectors: Transportation and logistics, Industrial, commercial, residential, and sheltering facilities and services, and Critical manufacturing; and (2) Congregate settings with outbreak risk: Incarcerated and Homeless.

Phase 1C: Individuals between 50 - 64 years of age; People between 16 - 49 years of age who have an underlying health condition or disability which increases their risk of severe COVID-19; and those at risk of exposure at work in the following sectors: Water and wastewater, Defense, Energy, Chemical and hazardous materials, Communications and IT, Financial services, and Government operations/community-based essential functions.

WHEREAS, as of January 20, 2021, there are 16,001 COVID-19 cases in the City with 134 deaths, 1,031,874 COVID-19 cases in Los Angeles County with 14,122 deaths, and over 3 Million COVID-19 cases in California with 34,433 deaths; and

WHEREAS, in the interest of public health and safety, the City Council urges residents to remain vigilant as COVID-19 cases continue to increase.

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

SECTION 1. The City Council does hereby declare that the above recitals are true and correct and incorporated herein by reference.

SECTION 2. After duly considering all the information presented by the Interim Director of Emergency Services/Interim City Manager, the City Council does hereby continue to find and resolve that there is still a need to extend the Local Emergency within the City as a result of the ongoing COVID-19 pandemic.

SECTION 3. The City Council does hereby declare 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 recommendations;
4. Should he deem it necessary, the Director of Emergency Services is authorized to direct the immediate closure of City facilities (including City Hall) during normal business hours;
5. The Director of Emergency Services' 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 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;

9. Other actions deemed necessary by the Director of Emergency Services 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 4. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 26th day of January 2021.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: *Raul F. Salinas* / *RS*
Raul F. Salinas, City Attorney

RECEIVED

City of South Gate

Item No. 6

JAN 13 2021

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

2:05pm

For the Regular Meeting of: January 26, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes


Interim City Manager:


Chris Jeffers

SUBJECT: RESOLUTION INITIATING ANNUAL PROCEEDINGS FOR THE LEVY OF THE FISCAL YEAR 2021/22 ASSESSMENTS AND ORDERING PREPARATION OF AN ENGINEER'S REPORT FOR THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

PURPOSE: The City levies an assessment annually on parcels citywide as a requirement of the Street Lighting and Landscape Maintenance District No. 1 (District). The amount of the assessment is established annually through a proceeding that requires several City Council actions. The first of the actions is to adopt a Resolution to (a) initiate the annual proceedings and (b) order the preparation of the Engineer's Report.

RECOMMENDED ACTION: Adopt Resolution initiating the annual proceedings for the levy of the Fiscal Year 2021/22 assessments and ordering the preparation of an Engineer's Report for the Street Lighting and Landscaping Maintenance District No. 1.

 **FISCAL IMPACT:** The assessment for a single parcel is proposed at \$2.38 per adjusted front footage, which said amount has not changed for more than two decades. The revenue for FY 2021/22 is estimated to be \$2,005,360 while the cost to operate the District is estimated to be \$2,781,147. The estimated operating shortfall of \$775,787 will be funded by the General Fund.

ANALYSIS: The assessment amount is currently set at \$2.38 per adjusted front footage. The total in revenue produced from this assessment has remained approximately constant over the years while the total cost of maintaining the District has increased, leaving an operating shortfall. At this time, staff does not plan on proposing an increase to the assessment to resolve the operating shortfall.

District revenue can only be utilized to meet the original intent of the District: maintain and operate landscaping and lighting systems citywide and within City streets. Qualifying expenditures include operations and maintenance of: (a) landscaping (trees, shrubs, grass, other ornamental vegetation, irrigation systems and drainage systems) and (b) lighting systems (illuminated signs, decorative light fixtures, street furniture, street lights and traffic signals), inclusive of labor and materials.

BACKGROUND: The District was formed in 1981 and operates pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code). The District provides the authority to levy an assessment on parcels of land which have been identified as receiving a direct "special benefit" from a public improvement. The District encompasses the entire City; therefore, the assessment is levied on all parcels citywide.

Annually, the District's funds are levied and collected by the Los Angeles County Assessor's Office (LA County) on behalf of the City, in the property tax roll. Several actions from the City Council are required to provide LA County the authority to levy and collect the assessments, according to LA County requirements and applicable State law. The first step is to adopt the proposed Resolution which initiates the proceedings and orders the preparation of the Engineer's Report.

The schedule for the proceedings is as follows:

Date	City Council Action
1/26/2021	Adopt Resolution initiating proceedings to levy assessments and ordering preparation of the Engineer's Report.
4/27/2021	1. Adopt Resolution preliminarily approving Engineer's Report. 2. Adopt Resolution declaring the City's intention to levy and collect assessments and set a public hearing May 25, 2021.
5/25/2021	Conduct a public hearing and adopt a Resolution confirming the area boundary and ordering the levy of annual assessments.
8/06/2021	Deadline for filing assessment roll.

ATTACHMENT: Proposed Resolution

KT:lc

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, INITIATING THE ANNUAL PROCEEDINGS FOR THE
LEVY OF THE FISCAL YEAR 2021/22 ASSESSMENTS AND ORDERING
THE PREPARATION OF AN ENGINEER'S REPORT FOR THE STREET
LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT NO. 1**

WHEREAS, in 1981, the City Council formed a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972", Division 15, Part 2 of the Streets and Highways Code of the State of California, such special maintenance district known and designated as Maintenance District No. 1 ("District");

WHEREAS, the District provides the authority to levy an assessment on parcels of land which have been identified as receiving a direct "special benefit" from a public improvement;

WHEREAS, annually, the District's funds are levied and collected by the Los Angeles County Assessor's Office on behalf of the City, in the property tax roll; and

WHEREAS, at this time the City Council desires to initiate proceedings to provide for the annual levy of assessments for Fiscal Year 2021/22 to finance the annual costs of maintenance and/or servicing of improvements within the District.

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

SECTION 1. The City Council does hereby declare that the above recitals are all true and correct.

SECTION 2. The City Council does hereby declare its intention, as required by the public interest, to initiate proceedings for the annual levy and collection of special assessments for the payment of annual maintenance and/or servicing costs within the District for new improvements or any substantial changes in existing improvements or zones are proposed as a part of these proceedings.

SECTION 3. The City Council does hereby delegate the City Engineer to conduct the annual maintenance and/or servicing of the improvements and is directed to make and file a report essentially containing the following:

- A. Plans and specifications describing the general nature, location and extent of the existing improvements to be maintained and/or serviced;

- B. An estimate of the cost of the maintenance and/or servicing of the improvements for the District for the referenced fiscal year;
- C. A diagram of the District, showing the lots and/or parcels to be assessed; and
- D. An assessment that covers the estimated cost of the maintenance and/or servicing, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefits received by each lot or parcel. Assessments may or may not be increased from those levied for the prior or current fiscal year.

Upon completion of the preparation of the assessment engineer's report, the original shall be filed with the City Clerk, who shall then submit the same to the City Council for its immediate review and consideration.

SECTION 4. The City Council does hereby direct that the above assessment engineer's report include all costs and expenses of such maintenance and/or servicing relating to the Fiscal Year commencing July 1, 2020 and ending June 30, 2021.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 26th day of **January 2021**.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

RECEIVED

Item No. 7

JAN 19 2021

City of South Gate
CITY COUNCIL


CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

6:25pm

AGENDA BILL

For the Regular Meeting of: January 26, 2021
Originating Department: Community Development

Interim Director:


Paul L. Adams

Interim City Manager:


Chris Jeffers

SUBJECT: AMENDMENT NO. 2 TO COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT CONTRACT NO. 2020-45-CC WITH COMPATOR, INC., FOR CONTINUED FREE MENTAL HEALTH COUNSELING SERVICES

PURPOSE: To amend the Community Development Block Grant Subrecipient Agreement with Compator, Inc., to continue providing free Mental Health Counseling Services for South Gate residents.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 2 to Contract No. 2020-45-CC with Compator, Inc., extending free Mental Health Counseling Services to South Gate residents, in the amount of \$81,173 with CDBG-CV funds, through June 30, 2022, and extending Amendment No. 1, in the amount of \$325,000 with regular CDBG funds, to be retroactively effective June 23, 2020 through June 30, 2021, in the total amount of \$406,173, previously approved/budgeted; and
- b. Authorize the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: There will be no impact on the General Fund as a result of this Amendment No. 2. Funds in the amount of \$406,173 have previously been awarded to Compator, Inc., for free Mental Health Services. This action will better state applicable start and end dates for the funds involved under permitted HUD regulations.

ANALYSIS: None.

BACKGROUND: Every year, the City receives an estimated 1.4 Million Dollars in Community Development Block Grant ("CDBG") funds from the federal Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, to be used to provide services in accordance with Title 24 of the Code of Federal Regulations ("CFR"), Part 570, concerning CDBG funds. During the COVID pandemic, the City has received additional targeted funds from Congress to address impacts related to mitigation of the pandemic affect on the community. These are funds above the annual allocation and may have different regulations needing to be applied than those traditionally assoicated with eligible expenditures allowed under the annual allocation process.

On June 23, 2020, the City Council approved Contract No. 2020-45-CC with Compator, Inc., to provide free Mental Health Counseling Services to assist 140 residents with mental health issues, through and including June 30, 2021, in an amount not to exceed Eighty One Thousand One Hundred Seventy Three

Dollars (\$81,173). The \$81,173 was funded out of supplemental CDBG funding that the City received from HUD for activities that prevent, prepare for, and respond to the economic effects of the ongoing Coronavirus Disease 2019 (“COVID-19”) pandemic (“CDBG-CV Funds”). At the time of approval, the City made the completion date for the Agreement to be June 30, 2021 which is consistent with all annual allocations of CDBG funds. The City has since then received guidance from HUD that cities have until June 30, 2022 to expend these funds.

On September 22, 2020, the City Council approved Amendment No. 1 to Contract No. 2020-45-CC and allocated an additional Three Hundred Twenty Five Thousand Dollars (\$325,000) in its regular annual allocation of CDBG funds for additional free Mental Health Counseling Services to assist residents, through and including June 30, 2021. The allocation of \$325,000 can be spent providing services whether caused by COVID or not, unlike those funded in the allocation above. The aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Six Thousand One Hundred Seventy Three Dollars (\$406,173).

Proposed Amendment No. 2 is intended to better clarify for the parties the time period in which funds can be spent and will need to be accounted for by Compator, Inc. So to summarize, this Amendment No. 2 will:

- The program and/or services to be covered by the agreement between the City and Compator, Inc., with CDBG-CV funds (\$81,173) shall retroactively commence (covered expenditures) June 23, 2020 and shall be completed (expended) no later than June 30, 2022.
- Extend the program completion date of Amendment No. 1 to expend the additional Three Hundred Twenty Five Thousand Dollars (\$325,000) in regular CDBG funds to be retroactively effective June 23, 2020, through and including June 30, 2021, instead of being effective on September 22, 2020. Since these are regular CDBG funds, they must be expended by the end of the Fiscal Year.
- Subrecipient will provide monthly performance reports instead of Quarterly Performance Reports to the City along with a Request for Reimbursement, invoice, and supporting documentation to get reimbursed. This will allow for a timelier reimbursement process.

Compator, Inc., is a local non-profit that provides counseling, mentoring and educational services to members of our community including adolescents who are disadvantaged and at risk for substance abuse and criminal lifestyles. Their goals are to foster and encourage a lifetime commitment to community involvement, provide prevention and support services that allow clients to become self sufficient and live productive lifestyles, and to help clients through clinical counseling and mentoring programs.

ATTACHMENTS: A. Proposed Amendment No. 2 to Contract No. 2020-45-CC
B. Amendment No. 1 to Contract No. 2020-45-CC
C. Contract No. 2020-45-CC
D. Notice of Public Hearing

AMENDMENT NO. 2 TO CONTRACT NO. 2020-45-CC
COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT
FOR ADDITIONAL FREE MENTAL HEALTH COUNSELING SERVICES
BETWEEN THE CITY OF SOUTH GATE AND COMPATIOR, INC.

This Amendment No. 2 to the Community Development Block Grant Subrecipient Agreement ("Amendment No. 2"), is made and entered into on January 26, 2021, and retroactively effective June 23, 2020, by and between the City of South Gate, a municipal corporation ("Grantee"), and Compator, Inc., a California domestic nonprofit corporation ("Subrecipient"). Grantee and Subrecipient are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, the City received Community Development Block Grant ("CDBG") funds from the federal Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended, to be used to provide services in accordance with Title 24 of the Code of Federal Regulations ("CFR"), Part 570, concerning CDBG funds;

WHEREAS, at the public hearing conducted on March 12, 2019, the City Council approved the Citizens Advisory Committee's list of proposed projects and allocations for CDBG funds for Fiscal Year 2019/20;

WHEREAS, the objectives of the supplemental CDBG funding are to enable activities that prevent, prepare for, and respond to the economic effects of the ongoing Coronavirus Disease 2019 ("COVID-19") pandemic ("CDBG-CV");

WHEREAS, on June 23, 2020, the City Council approved Contract No. 2020-45-CC with Subrecipient ("Agreement") to provide free Mental Health Counseling Services to assist 140 residents with mental health issues, through and including June 30, 2021, in an amount not to exceed Eighty One Thousand One Hundred Seventy Three Dollars (\$81,173) with CDBG-CV funds;

WHEREAS, on November 24, 2020, the City Council approved Amendment No. 1 to the Agreement and allocated an additional Three Hundred Twenty Five Thousand Dollars (\$325,000) with regular CDBG funds for additional free Mental Health Counseling Services to assist residents, through and including June 30, 2021, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Six Thousand One Hundred Seventy Three Dollars (\$406,173); and

WHEREAS, the City Council and Subrecipient desire to execute Amendment No. 2 to the Agreement to extend the term of Contract No. 2020-45-CC through and including June 30, 2022, and extending Amendment No. 1 to be retroactively effective to June 23, 2020 through and including June 30, 2021.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. TIME OF PERFORMANCE.** The free Mental Health Counseling Services to assist 140 residents with mental health issues to be provided by Subrecipient and to be compensated with CDBG-CV funds, in an amount not to exceed Eighty One Thousand One Hundred Seventy Three Dollars (\$81,173), shall be completed no later than June 30, 2022. The additional Three Hundred Twenty Five Thousand Dollars (\$325,000) to be compensated to Subrecipient with regular CDBG funds, for additional free Mental Health Counseling Services to assist residents, shall be retroactively effective June 23, 2021, through and including June 30, 2021.
- b. COMPENSATION.** The total aggregate amount of compensation paid by Grantee to Subrecipient for the free Mental Health Counseling Services to assist 140 residents, for the Agreement, Amendment No. 1 and Amendment No. 2 shall not exceed the total sum of Four Hundred Six Thousand One Hundred Seventy Three Dollars (\$406,173). Subrecipient's administrative related expenses shall not exceed the amount pre-approved by Grantee in writing.
- c. MONTHLY PERFORMANCE REPORTS.** Monthly Performance Reports shall be submitted to the City by Sub recipient along with a Request for Reimbursement, Invoice, and supporting documentation. A complete Monthly Performance Report must be received by the 15th of every month.

- 2. EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, will be retroactively effective June 23, 2020. All of the recitals to this Amendment No. 2 are incorporated into the Agreement as modified by this Amendment No. 2. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

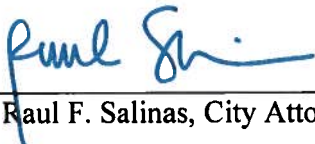
By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

COMPATIOR, INC.:

By: _____
Elizabeth Duran, Executive Director

Dated: _____

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-45-CC
COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT
FOR ADDITIONAL FREE MENTAL HEALTH COUNSELING SERVICES
BETWEEN THE CITY OF SOUTH GATE AND COMPATIOR, INC.**

This Amendment No. 1 to the Community Development Block Grant Subrecipient Agreement ("Amendment No. 1"), is made and entered into on November 24, 2020, and retroactively effective September 22, 2020, by and between the City of South Gate, a municipal corporation ("Grantee"), and Compator, Inc., a California domestic nonprofit corporation ("Subrecipient"). Grantee and Subrecipient are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, the City received Community Development Block Grant ("CDBG") funds from the federal Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended, to be used to provide services in accordance with Title 24 of the Code of Federal Regulations ("CFR"), Part 570, concerning CDBG funds;

WHEREAS, at the public hearing held on March 12, 2019, the City Council approved the Citizens Advisory Committee's list of proposed projects and allocations for CDBG funds for Fiscal Year 2019/20;

WHEREAS, on June 23, 2020, the City Council approved Contract No. 2020-45-CC with Subrecipient ("Agreement") to provide free Mental Health Counseling Services to assist 140 residents with mental health issues, through and including June 30, 2021, in an amount not to exceed Eighty One Thousand One Hundred Seventy Three Dollars (\$81,173);

WHEREAS, the objectives of the supplemental CDBG funding are to enable activities that prevent, prepare for, and respond to the economic effects of the ongoing Coronavirus Disease 2019 ("COVID-19") pandemic ("CDBG-CV"); and

WHEREAS, on September 22, 2020, the City Council allocated an additional Three Hundred Twenty Five Thousand Dollars (\$325,000) for additional free Mental Health Counseling Services to assist residents, through and including June 30, 2021, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Six Thousand One Hundred Seventy Three Dollars (\$406,173).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

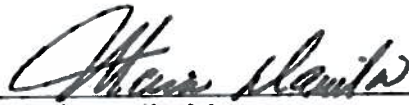
- a. COMPENSATION.** The amount of compensation paid by Grantee to Subrecipient for the additional free Mental Health Counseling Services to assist 100 residents shall not exceed the sum of **Three Hundred Twenty Five**

Thousand Dollars (\$325,000), bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Six Thousand One Hundred Seventy Three Dollars (\$406,173). Subrecipient's administrative related expenses shall not exceed the amount pre-approved by Grantee in writing.

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1. City reserves the right to augment or reduce the scope of work as the City deems necessary.

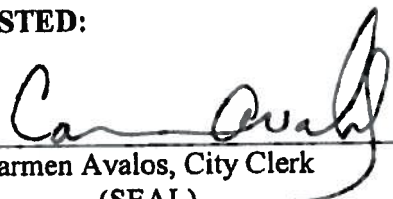
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

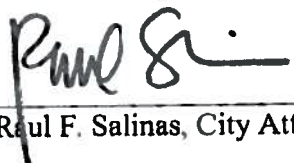
By: 
Maria Davila, Mayor

Dated: 12-9-2020

ATTESTED:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

COMPATIOR, INC.:

By: 
Elizabeth Duran, Executive Director

Dated: 11/30/2020

**COMMUNITY DEVELOPMENT BLOCK GRANT
CORONAVIRUS SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF SOUTH GATE AND COMPATIOR, INC.**

This Community Development Block Grant Coronavirus Subrecipient Agreement ("Agreement") is made and entered into on June 23, 2020, by and between the City of South Gate, a municipal corporation ("Grantee") and Compator, Inc., a domestic nonprofit corporation ("Subrecipient"). The Grantee and Subrecipient are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, Grantee has applied for and received Community Development Block Grant ("CDBG") funds from the United States Government through its Department of Housing and Urban Development, hereinafter referred to as "HUD" under Title 1 of Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "ACT":

WHEREAS, the objectives of the supplemental CDBG funding is to enable activities that prevent, prepare for, and respond to the economic effects of the ongoing Coronavirus Disease 2019 ("COVID-19") pandemic ("CDBG-CV");

WHEREAS, on April 28, 2020, the City Council appropriated \$874,841 in CDBG-CV funds and programmed \$633,668 out of the \$874,841 funds for urgent COVID-19 related activities leaving a balance of \$241,173 of unprogrammed CDBG-CV funds;

WHEREAS, on June 9, 2020, the City Council appropriated \$160,000 for urgent COVID-19 related activities leaving a balance of \$81,173 of unprogrammed CDBG-CV funds;

WHEREAS, Grantee wishes to engage Subrecipient, which is qualified by reason of experience, preparation, organization, staffing, and facilities, to provide the program and/or services as described below in "Scope of Services" in an amount not to exceed Eighty-One Thousand One Hundred Seventy-Three Dollars (\$81,173); and

WHEREAS, Grantee recognizes the public benefit in providing the program and/or services described below in the Scope of Services to low- and moderate-income ("LMI") persons and desires Subrecipient to carry out said program and/or services on Grantee's behalf.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the Parties agree as follows:

1. SCOPE OF SERVICES

A. Activities

The Subrecipient will provide services to at least 140 South Gate residents with mental health issues (i.e. anxiety, panic attacks, frustration and depression).

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Contract will benefit low-and moderate-income persons, as defined under 24 CFR Part 570.208 (a) (2) of the CDBG Program National Objectives.

C. Levels of Accomplishment

Total number of South Gate residents to be served during Fiscal Year 2019/20 and Fiscal Year 2020/21: **140.**

2. TIME OF PERFORMANCE

The program and/or services to be provided by Subrecipient hereunder shall commence **June 24, 2020 and shall be completed no later than June 30, 2021.** This Agreement does not reimburse any expenditure incurred by Subrecipient prior to the date of commencement and execution of this Agreement by Grantee. This Agreement does not reimburse any expenditure made after the completion date without written authorization to extend the contract, but not more than 12 months, as set forth in Section 27, Time of Performance Modifications. Notwithstanding any provision contained herein to the contrary, this Agreement shall remain in effect during any period of time that Subrecipient has control over CDBG funds, including program income as provided in Section 11, Program Income below.

3. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed the sum of **Eighty-One Thousand One Hundred Seventy-Three Dollars (\$81,173.00)** of Fiscal Year 2019 20 and Fiscal Year 2020/21 CDBG funds. Notwithstanding Section 7, Budget Modifications, below and Section 8, Changes in Grant Allocation, below, Grantee, in its sole discretion exercisable at any time hereunder, may increase the compensation payable hereunder to Subrecipient ("Additional Funding") by giving Subrecipient a written notice offering the Additional Funding ("Additional Funding Offering Notice") for the program and/or services provided under Section 1, Scope of Services above, together with such additional levels of accomplishment, if any, that Grantee may prescribe as a condition to accepting the Additional Funding. Subrecipient may accept the Additional Funding and agree to comply with the additional levels of accomplishment, if any, set forth in the Additional Funding Offering Notice by delivering to Grantee a written notice of acceptance ("Additional Funding Acceptance Notice") within five (5) business days after Subrecipient's receipt of the Additional Funding Offering Notice. If Subrecipient for any reason does not deliver to Grantee the Additional Funding Acceptance Notice within such 5-business day period, then the failure to deliver the Additional Funding Acceptance Notice shall be deemed Subrecipient's rejection of the Additional Funding. This payment shall constitute full and complete compensation for Subrecipient services under this Agreement. For the purpose of this Agreement, Grantee shall disburse the CDBG funds and monitor Subrecipient's performance in satisfying the Scope of Services under the terms of this Agreement. Notwithstanding the foregoing, Grantee shall not be obligated to disburse to Subrecipient any funds that Grantee does not directly or indirectly receive from HUD for the CDBG program for this Agreement.

Disbursement of payments to Subrecipient shall be made upon Grantee's receipt of the **Request for Reimbursement Form** together with true and correct copies of receipts, timesheets, invoices, and such other documentation as may be reasonably requested by Grantee.

Expenditures shall be documented with supportive evidence for each expenditure and proof of payment, in accordance with HUD regulations. Payments may also be contingent upon certification that Subrecipient's financial management system is in accordance with the standards specified in OMB Circular A-110. After timely receipt by Grantee of each properly documented expenditure submittal, Grantee will draw a warrant in favor of Subrecipient for the approved expenditure amount within thirty (30) days.

4. QUARTERLY PERFORMANCE REPORTS

Quarterly Performance Reports shall be submitted by Subrecipient corresponding to the quarters of the Agreement year: Quarter 1 = July - September, Quarter 2 = October - December, Quarter 3 = January - March and Quarter 4 = April - June. A complete Quarterly Performance Report must be received by the Grantee within 30 days after the end of Quarters 1, 2 and 3, and within 10 days of June 30th after the 4th Quarter.

5. BUDGET SECTION

No more than the amounts specified in the Program Budget may be spent for the separate cost categories specified in the Budget Summary without express prior written approval of Grantee. Subrecipient acknowledges that verbal authorizations shall not be deemed a substitute for written approval.

6. USE OF FUNDS

Funds allocated pursuant to this Agreement shall be used exclusively for costs included in Subrecipient program budget. Agreement funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities.

7. BUDGET MODIFICATIONS

Grantee, or its designee, may allow budget modifications to this Agreement when such modifications are approved in advance in writing and: a) do not exceed Eight Thousand Dollars (\$8,000) per budget cost category; b) are specifically requested by Subrecipient; c) do not alter the amount of compensation with this Agreement; d) will not change the eligibility of the project goals or Scope of Services under this Agreement; e) are in the best interests of Grantee and Subrecipient in performing the Scope of Services; and f) when related to salaries, are in accordance with applicable salary ordinances or laws. Requests for modification as described above are subject to review for compliance with the Consolidated Plan, budget summary and program description by the Housing Administrator.

8. CHANGES IN GRANT ALLOCATION

Grantee reserves the right to reduce the amount of CDBG funds to be paid hereunder when Grantee's fiscal monitoring indicates that Subrecipient rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be done after consultation with Subrecipient and written notification by Grantee.

9. REVENUE DISCLOSURE REQUIREMENT

By its execution of this Agreement, Subrecipient certifies that it has previously filed with Grantee a written statement listing all revenue received, or expected to be received, by Subrecipient from Federal, State, City or County of Los Angeles sources, or from other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by Subrecipient in conducting current or prospective projects, programs, services, or business activities, including, but not necessarily limited to, the project, program, service or business activity which is the subject of this Agreement. Such statement shall reflect the name and a description of such project, program, service, or business activity, the dollar amount of funding provided, or to be provided, by each and every agency for each such project, program, service, or business activity, and the full name and address of each such agency. During the term of this Agreement, Subrecipient shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in Subrecipient's initial revenue disclosure statement hereunder. Such statement shall be filed by Subrecipient with Grantee within fifteen (15) calendar days following receipt of such additional funding. Except as prohibited by federal law as to protect medical privacy, subrecipient shall make available for inspection and audit by Grantee's employees, agents, contractors, or other representatives, upon request, at any time during the duration of this Agreement and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project, program, service, or business activity which is funded in whole or in part with governmental monies, whether or not such monies are received through Grantee. All such books and records shall be maintained by Subrecipient. Failure of Subrecipient to comply with the requirements of this section of the Agreement shall constitute a material breach of contract upon which Grantee may cancel, terminate, or suspend this Agreement.

10. JOINT FUNDING

For programs in which there are sources of funds in addition to CDBG funds, Subrecipient shall provide proof of such funding. Grantee shall not pay for any projects, programs, services, or business activities provided by Subrecipient which are funded by other sources. All restrictions and/or requirements provided in this Agreement relative to accounting, budgeting, and reporting applies to the total program regardless of funding sources.

11. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by Subrecipient as a result of the activity funded under the terms of this Agreement. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. Subrecipient shall return program income to Grantee. Program income shall be returned to Grantee within thirty (30) days after the occurrence of any of the following: (A) disposition or sale of real or personal property occurs or; (B) cumulative program income reaches increments of One Thousand Dollars (\$1,000); or (C) the end of each fiscal year. Subrecipient shall include the reports required by Section 22, Program Reporting, all sources and amounts of program income on a monthly and year-to-date basis.

12. FISCAL LIMITATIONS

HUD may place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated by the parties. Accordingly, Grantee reserves the right to revise, rescind, terminate for convenience or otherwise modify this Agreement because of or related to actions affecting HUD program funding. Where Grantee has reasonable grounds to question Subrecipient's fiscal accountability, financial soundness, or compliance with this Agreement, Grantee may act to suspend the operation of this Agreement for up to sixty (60) days upon three (3) days' notice to Subrecipient of Grantee's intention to so act, pending an audit or other resolution of such questions. Subrecipient expressly acknowledges that such changes shall not be the basis for a claim for monetary or other damages. In no event, however, shall any revision made by Grantee affect expenditures and legally binding commitments made by Subrecipient before Subrecipient received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

13. NONEXPENDABLE PROPERTY

Subrecipient shall maintain an accurate and independently verifiable record for each item of nonexpendable property acquired for this program with CDBG funds. This record shall be provided to Grantee upon request. "Nonexpendable property" shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of Grantee and otherwise comply with all applicable laws and regulations. Upon termination of this Agreement, Grantee reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived therefrom. Said disposition may include Grantee taking possession and title of said nonexpendable property. Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of Five Hundred Dollars (\$500) or more per unit.

14. EXPENDABLE PERSONAL PROPERTY

Expendable personal property refers to all tangible personal property other than nonexpendable personal property.

15. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

Subrecipient shall obtain competitive bids prior to purchasing or leasing any nonexpendable personal property or equipment over Five Hundred Dollars (\$500) in unit value and having a life expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to Grantee promptly upon request.

16. ACQUISITION OF SUPPLIES AND EQUIPMENT

Subrecipient may purchase from a related agency/organization only if: a) prior authorization is obtained in writing from Grantee; b) charges do not exceed the authorized amount and minimum written specifications are met; c) a community related benefit is derived from such Subrecipient -related acquisition; and d) no conflict of interest for private gain accrues to

Subrecipient or its directors, employees, agents or officers or their respective relatives by blood or marriage. For purposes of this Agreement, "relatives" includes parents, child, spouse, brother, sister, in-laws and step relationships.

Grantee reserves the right to disallow any purchase from any vendor of supplies, equipment, nonexpendable property or expendable property which is purchased in whole or in part with funds provided by this Agreement. Subrecipient may seek prior approval of Grantee for any such expenditure, and prior approval which is granted shall be binding on Grantee unless such expenditure violates federal law or regulations or is disallowed by HUD.

17. PURCHASE

Purchase of equipment or property must be completed before the end of the 4th quarter in any calendar year and all equipment invoices must be submitted by the end of the last month of the term of this Agreement.

18. TRAVEL AND CONFERENCE RESTRICTIONS

Subrecipient certifies and agrees that travel and conference expenses for persons other than employees of Subrecipient, will not be paid by funds provided through this Agreement. No travel expenses for out-of-state travel shall be included in this Agreement unless specifically listed in the Budget Summary, attached hereto. Subrecipient further agrees that any travel expense incurred by Subrecipient which is not listed in the Program Budget shall not be paid by funds provided through this Agreement.

19. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND-RAISING ACTIVITIES

Subrecipient certifies and agrees that it will not use funds provided through this Agreement to pay for any entertainment, gifts, or fund-raising activities.

20. MONITORING

Grantee will conduct quarterly program monitoring to review beneficiary files and program records. Grantee and HUD shall have the right of access to all activities and facilities operated by Subrecipient under this Agreement. Facilities include all files, records and other documents related to the performance of this Agreement. Activities include attendance staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. Subrecipient will permit on-site inspection by Grantee and HUD and ensure that its employees and board members furnish such information as, in the judgment of Grantee and HUD representatives, may be relevant to compliance with contractual conditions and HUD directives, or the effectiveness, legality and achievements of the program.

Substandard performance as determined by Grantee will constitute non-compliance with and a breach of this Agreement. If action to correct and cure such substandard performance is not taken and completed by Subrecipient within a reasonable period of time after being notified by Grantee, this Agreement may be suspended or terminated by Grantee in accordance with its suspension or termination procedures.

21. BENEFICIARY QUALIFICATION

Persons qualifying for program services on the basis of income, hereinafter referred to as beneficiaries, shall have an annual household gross income equal to or less than the low- and moderate-income limits defined by the U.S. Department of Housing and Urban Development (HUD) Income Limits. Subrecipient is responsible for obtaining from Grantee the current applicable HUD Income Guidelines for each year of the Agreement term identified in Section 2, Time of Performance. Under CDBG regulations, the following clientele categories qualify as presumed to benefit persons, 51% of whom are low-and-moderate income: Abused Children; Battered Spouses; Elderly Persons (62 and older); Handicapped Persons; Homeless Persons; Illiterate Persons; Migrant Farm Workers. However, Subrecipient shall document the household income of all beneficiaries by obtaining from beneficiaries, completed "Beneficiary Qualification Statements."

22. PROGRAM REPORTING

Subrecipient agrees to prepare and submit financial, program progress, evaluations and other reports as required by HUD or Grantee directives. Subrecipient shall maintain such property, personnel, financial and other records and accounts as are considered necessary by HUD or Grantee to assure proper accounting for all Agreement funds. All Subrecipient records, with the exception of confidential client information, shall be made available to representatives of Grantee and the appropriate Federal agencies. Subrecipient is required to submit data necessary to complete the "Annual Grantee Performance Report" or "Consolidated Annual Performance and Evaluation Report (CAPER)", in accordance with HUD regulations in the format and at the time designated by Grantee.

23. FINANCIAL MANAGEMENT

A. Accounting

Subrecipient agrees to comply with OMB Circular A-110 and further agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Subrecipient shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non-Profit Organizations" or A-21 "Cost Principles for Education Institutions," as applicable, for all costs incurred whether charged on a direct or indirect basis.

24. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to.

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National

- objectives of the CDBG program;
- c. Records required for determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR part 570.502, and OMB Circular A 110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Retention

Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

C. Client Data

Subrecipient shall maintain and submit client data demonstrating client eligibility for services provided by obtaining completed "Beneficiary Qualification Statements." Such data shall include, but not be limited to, client name, address, income or for determining eligibility and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request during on-site monitoring.

D. Disclosure

Subrecipient understands that client information collected under this Agreement is private and the use, dissemination, transmission or other disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is strictly prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Subrecipient shall take all commercially reasonable action and implement such necessary procedures to safeguard the privacy of all client information and shall provide Grantee promptly upon request a narrative description of such safeguards

E. Property Records

Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 25 CFR Parts 570.503(b) (8), as applicable.

F. Close-Outs

Subrecipient's obligation to the Grantee under this Agreement shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, including the return of all unused material, equipment, unspent cash advances, program income balances, and accounts receivable to Grantee and determining the custodianship of records.

G. Audit and Inspections

Subrecipient shall arrange for an independent financial/compliance audit to be performed within the direction of Generally Accepted Auditing Standards and Government Auditing Standards and conducted for each fiscal year during the term of this Agreement. Such audit shall be completed not later than one hundred twenty (120) days following the end of such fiscal year. In the event Subrecipient receives Five Hundred Thousand Dollars (\$500,000) or more in the aggregate in federal funds from all federal funding sources within a fiscal year, Subrecipient shall be required to perform an audit in compliance with OMB Circular A-133.

Subrecipient shall submit a copy of the audit report to Grantee within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, Subrecipient shall provide to Grantee a "Corrective Action Plan" which shall contain a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. Any concern or finding will be referred to the HUD field office.

Grantee, or HUD, may make additional audits or reviews, as necessary, to carry out the responsibilities of Subrecipient under Federal, State or Local laws and regulations. Subrecipient agrees to cooperate fully with all persons conducting said additional audits or reviews. Grantee and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property and premises of Subrecipient

If indications of misappropriation or misapplication of the funds of this Agreement cause Grantee to require an additional audit, the cost of the audit will be encumbered and deducted from this Agreement budget. Should Grantee subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Agreement budget. Subrecipient shall reimburse all misappropriation or misapplication of funds to Grantee.

25. ASSIGNMENT

This Agreement is not assignable by Subrecipient without the express written consent of Grantee. Any attempt by Subrecipient to assign any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

26. TERMINATION AND TERMINATION COSTS

This Agreement may be terminated in whole or in part at any time by either party upon giving thirty (30) day's notice in writing to the other party. Grantee and Subrecipient shall set forth the reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

Grantee may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Agreement activity, or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible or impossible. If Subrecipient materially fails to comply with any term of this Agreement, Grantee may take one or more of the actions provided under federal regulation at 24 CFR Part 85.43, including, without limitation, temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available. In such event, Subrecipient shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

27. REVERSION OF ASSETS

Upon termination of this Agreement Subrecipient shall transfer to Grantee all real property acquired or improved in whole or in part with CDBG funds in excess of Twenty Five Thousand Dollars (\$25,000) under this Agreement; or it must be disposed of in a manner resulting in a reimbursement to Grantee in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

28. TIME OF PERFORMANCE MODIFICATIONS

Grantee may grant time of performance modifications to this Agreement when such modifications:

- a. In aggregate do not exceed twelve (12) calendar months;
- b. Are specifically requested by Subrecipient;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of Grantee and Subrecipient in performing the scope of services under this Agreement; and
- e. Do not alter the amount of compensation under this Agreement.

29. INDEPENDENT CONTRACTOR

At all times hereunder, each of Grantee and Subrecipient will be acting in an independent capacity and not as agents, employees, partners, joint venture, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

30. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

Subrecipient shall make every commercially reasonable good faith effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career

advancement opportunities for minorities and women, consistent with Federal and State laws. In addition, Subrecipient shall make every commercially reasonable good faith effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

Subrecipient agrees to comply with the provisions of the Affirmative Action Compliance Program of Grantee and rules and regulations adopted pursuant thereto. Subrecipient shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code and other applicable Federal, State, and Grantee laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

31. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Subrecipient agrees to comply with Title I of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11365 and 12086.

2. Nondiscrimination

Subrecipient will not discriminate against any employee 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, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602 in regards to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any

improvements erected or to be erected thereon, providing that the Grantee and the United States Government are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. SECTION 504

Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 706), which prohibits discrimination against the handicapped in any Federally assisted program.

B. Affirmative Action

1. Access to Records

Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein

2. EEO/AA Statement

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

32. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

Subrecipient agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Agreement. Funds under this Agreement will be used exclusively for performance of the work required under this Agreement and no funds made available under this Agreement shall be used to promote any religious or political activities.

33. CONFLICT OF INTEREST

Subrecipient, its directors, officers, agents and employees shall comply with all applicable Federal, State and Local laws and regulations governing conflict of interest. To this end, Subrecipient will make available to its directors, officers, agents and employee's copies of all applicable Federal, State, and Local laws and regulations governing conflict of interest. In particular, the following Federal regulation paraphrased from 24 CFR 570-611, Conflict of Interest: Except for salaries and related administrative or personnel costs, no employees, agents consultants, officers or elected officials or appointed officials, of subrecipients which receive CDBG funds, who exercise or have exercised any CDBG functions or who are in a position to participate in a decision making process or gain inside information, may obtain a personal or financial interest or benefit from a CDBG assisted activity or any CDBG funded contract, subcontract or agreement, during their tenure or for one year thereafter.

Subrecipient shall furnish to Grantee, prior to Grantee's execution of this Agreement, a written list of all current or proposed subgrantees/subcontractors, vendors or personal service

providers, including subsidiaries of Subrecipient. This list should be limited to those subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of Subrecipient, which will receive Ten Thousand Dollars (\$10,000) or more during the term of this Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party (ies), and a description of services to be provided. During the term of this Agreement, Subrecipient shall notify Grantee in writing of any change in the list of subgrantees/ subcontractors, vendors, personal service providers or subsidiaries of Subrecipient within fifteen (15) days of change.

34. REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants: (A) that Subrecipient is a duly organized and validly existing nonprofit corporation in good standing under the laws of the state of its incorporation; (B) that the form, terms and provisions of this Agreement have been approved in all respects by Subrecipient's governing board at a meeting duly noticed and held; (C) that Subrecipient's executive director has been duly authorized to execute and deliver this Agreement on behalf of Subrecipient; (D) that Subrecipient's execution, delivery and performance of this Agreement are not in contravention of any provision of law, or of any agreement, by which Subrecipient is bound; (E) no action or proceeding is now pending or, to the best of Subrecipient's knowledge, is threatened, against Subrecipient, in equity or otherwise, before any court, board, commission, agency or instrumentality of the Federal Government or any state government or of any municipal government or any agency or subdivision thereof; or before any arbitrator or panel of arbitrators; (F) Subrecipient is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of Subrecipient, and no condition exists which with the giving of notice or the lapse of time or both would constitute such a default; (G) all financial statements furnished to Grantee by Subrecipient are true, correct and complete in all material respects and all other information previously furnished by or on behalf of Subrecipient to Grantee in connection with this Agreement is true, complete and correct in all material respects and does not fail to state any material fact necessary to make the statements made not misleading; and (H) no material adverse change in the operations or financial condition of Subrecipient has occurred since the selection of Subrecipient and the allocated award of CDBG funds were approved by the City Council of the City of South Gate at the duly noticed public hearing held on June 23, 2020.

35. INDEMNIFICATION

Subrecipient shall indemnify, hold harmless and defend Grantee (with legal counsel selected by Grantee) and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Subrecipient acts, errors or omissions and for any costs or expenses incurred by Grantee on account of any claim therefore, except where such indemnification is prohibited by law. Subrecipient shall promptly notify Grantee in writing of the occurrence of any such claims, actions, losses, damages, and/or liability. Subrecipient shall indemnify and hold harmless Grantee against any liability, claims, losses, demands, and actions incurred by Grantee as a result of the determination by HUD or its successor that activities undertaken by Subrecipient under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to Subrecipient under this Agreement were improperly

expended

36. INSURANCE REQUIREMENTS

Without in any way affecting the indemnity herein provided and in addition thereto, Subrecipient shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

Workers' Compensation - A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand Dollars (\$250,000) limits, covering all persons providing services on behalf of Subrecipient and all risks to such persons under this Agreement.

Commercial General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000).

Additional Named Insurance - All policies, shall contain additional endorsements naming Grantee and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Grantee.

Proof of Coverage - Subrecipient shall immediately furnish certificates of insurance to Grantee evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Grantee, and Subrecipient shall maintain such insurance from the time Subrecipient commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, Subrecipient shall furnish to Grantee certified copies of the policies and all endorsements. Subrecipient shall complete and submit, Insurance Inventory, along with the above required insurance documents.

Insurance Review - The above insurance requirements are subject to periodic review by Grantee. Grantee's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of Grantee. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Grantee, inflation, or any other item reasonably related to the Grantee's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Subrecipient agrees to execute any such amendment within thirty (30) days of receipt.

37. ENVIRONMENTAL CONDITIONS

A. Air and Water

Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- i. Clean Air Act, 42 U.S. C., 7401, et seq.
- ii. Federal Water Pollution Control Act as amended, 33 U.S. C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 115 and Section 308, and all regulations and guidelines issued thereunder.
- iii. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F. R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations in 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

Subrecipient agrees to comply with the Historic Preservation requirement set forth in the National Historic Preservation Act of 1966, as amended (17 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that

are included on a Federal, State, or Local historic property list.

38. COMPLIANCE WITH LAWS

Subrecipient agrees to comply with all applicable Federal, State, and Local laws, ordinances, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570 and Part 85, Chapter V; and U.S. Office of Management and Budget Circulars A-110, A-122, and A-133.

39. LOBBYING

Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code

Subrecipient certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of this certification be included in any award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

40. AMENDMENTS

This Agreement with exhibits embodies the whole of agreements of the Parties hereto. There are no oral agreements not contained herein. No amendment of this Agreement shall be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both Parties.

[Remainder of page left blank intentionally.]

41. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

CITY OF SOUTH GATE:

Joe Perez, Community Development Director
Community Development Department
8650 California Avenue
South Gate, CA 90280
Phone: (323) 563-9585
Fax: (323) 567-0725
E-Mail: jperez@sogate.org

WITH COURTESY COPY TO:

Carmen Avalos, City Clerk
City of South Gate
8650 California Avenue
South Gate, CA 90280
Phone: (323) 563-9511
Fax: (323) 563-5411
E-Mail: cavalos@sogate.org

SUBRECIPIENT:

Elizabeth Duran, Executive Director
Compatior, Inc.
4363 Tweedy Blvd.
South Gate, CA 90280
Phone: (323) 378-2009
E-Mail: elizabeth@compatior.org

42. COUNTERPART EXECUTION

This Agreement may be executed in one or more counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Agreement.

The selection of Subrecipient and the allocated award of CDBG-CV funds were approved at the duly noticed public hearing held on June 23, 2020, by the City Council of the City of South Gate. This Agreement is an acknowledgment of that selection and allocation of CDBG-CV funds and subsequent responsibilities of the Subrecipient and Grantee.

[Remainder of page left blank intentionally.]

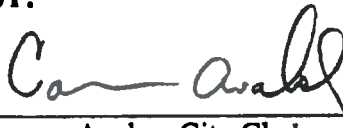
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

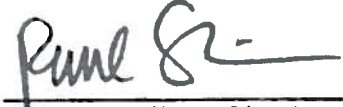
By: 
Maria Davila, Mayor

Dated: 7-21-2020

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

COMPATIOR, INC.:

By: 
Elizabeth Duran, Executive Director

Dated: 07/02/20

**PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL**

NOTICE OF PUBLIC HEARING

Hearing Date: Tuesday, January 26, 2021
Time: 6:30 p.m. or as soon thereafter as the matter may be heard
Place: Members of the public wishing to observe the meeting may join through a Call-In Conference. For the updated Dial-In Number and Conference Code for the January 26th City Council meeting please visit the City’s website at www.cityofsouthgate.org/AgendaCenter

Description: Consider a substantial amendment to the 2019-2020 Annual Action Plan. The 2019-2020 Annual Action Plan, which sets forth specific activities and expenditures using funds received through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) programs administered by the United States Department of Housing and Urban Development (HUD), was adopted by the City Council on May 28, 2019. When a substantial change (i.e. adding an activity, canceling an activity or redirecting funds) is proposed to the City Action Plan, the City requires that the public be notified and a Public Hearing be held to allow the public an opportunity to comment on the proposed substantial changes.

Proposed Amendment to the FY 19 Action Plan: CDBG and CDBG-CARES (CDBG-CV) Program:

The City is proposing to program funds under the CARES (CDBG-CV) program. The City Council will conduct a public hearing to consider the modification in activity funding levels for programs. The following programs may be added, increased, reduced, or eliminated:

CDBG-CV-3 Funds Available	
CDBG-CARES (CV-3) Allocation	\$863,385.00
Proposed Programs	
Administrative Budget	\$172,677.00
Food Insecurity Program	\$150,354.00
Illegal Dumping/ Youth Employment Program	\$100,000.00
Rental Assistance and Utility Program	\$240,354.00
Small Business Job Retention and Creation Program	\$200,000.00
Total	\$863,385.00
Balance	\$0

Reasonable Noticing: The City will publish a legal notice in a newspaper of general circulation and on the City website at least ten (10) days prior to the public hearing.

Public Review Comment: A five-day public comment period will be provided commencing on January 20, 2021. Citizens can submit email comments in advance of the public hearing to the attention of the City Clerk.

Public Hearing: A telephonic public hearing will be considered adequate. Citizens can submit verbal comments to the City Council at the time of the telephonic public hearing.

Availability of Document for Public Comment: The City of South Gate encourages citizen participation in the planning process. A Public Hearing regarding this proposed Substantial Amendment to the 2019-20 One Year Action Plan will be held on January 26, 2021, 6:30 p.m. via the City's Call-in Conference.

Invitation to be heard: All interested persons are invited to the Public Hearing to be heard. In addition, written comments may be submitted to the City Council prior to the hearing. Comments may be submitted in writing by mailing comments to City of South Gate, Community Development Department, Attn: Dianne Guevara, Management Analyst, 8650 California Avenue, South Gate, CA 90280.

Those desiring a copy of the staff report or further information related to this project should contact:

Contact: Dianne Guevara, Management Analyst
Phone: 323-563-9535
E-mail: dguevara@sogate.org

Mailing Address: Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

Accessibility: It is the intention of the City of South Gate to comply with the Americans with Disabilities Act (ADA) in all respects. The City of South Gate will attempt to accommodate attendees in every reasonable manner. Please contact at least 72 hours prior to the above scheduled public hearing to establish need and to determine if additional accommodation is feasible.

ESPAÑOL

Información en Español acerca de esta junta puede ser obtenida llamando al 323-563-9535

Dated: January 14, 2021

Published: January 16, 2021

RECEIVED

City of South Gate Item No. 8

CITY COUNCIL

JAN 19 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:50pm

AGENDA BILL

For the Regular Meeting of: January 26, 2021

Originating Department: Public Works

Department Director:

[Signature]
Arturo Cervantes

Interim City Manager:

[Signature]
Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2020-23-AC WITH TRANSYSTEMS CORPORATION FOR DESIGN SUPPORT SERVICES FOR THE CONSTRUCTION OF RETAINING WALL NO. 945 AND SOUNDWALL NO. 949, CALTRANS CONTRACT NO. 07-298014, CITY PROJECT NO. 587-ST AND THE CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST (I-710 CORRIDOR SOUNDWALL PROJECT)

PURPOSE: The I-710 Corridor Soundwall Project is under construction. TranSystems Corporation (TranSystems) is under contract to provide design support services during construction. Amendment No. 1 is needed to continue services through the end of construction, which is scheduled for June 30, 2021.

RECOMMENDED ACTIONS: The City Council will:

- a. Approve Amendment No. 1 to Contract No. 2020-23-AC with TranSystems Corporation to provide additional design support services necessary to review shop drawing and submittals for the I-710 Corridor Soundwall Project, City Project No. 587-ST and 547-ST, in the amount not to exceed \$40,000; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Amendment No. 1 is in the amount of \$40,000. It is fully funded by Measure R Funds, received from the Metropolitan Transportation Authority (Metro), in Account No. 311-790-31-9571.

ANALYSIS: On April 8, 2020, TranSystems was administratively awarded Contract No. 2020-23-AC in the amount of \$45,000 to provide design support services on the I-710 Corridor Soundwall Project. As the engineer of record, TranSystems' services include reviewing shop drawing and submittals, making minor design changes, attending construction progress meetings and providing design information to the construction management team. The contract budget was sufficient to provide seven months of services. Additional funding is needed to extend their services through the end of construction, which is scheduled for June 2021. The proposed \$40,000 budget is projected to be sufficient to provide services through June 30, 2021.

BACKGROUND: The I-710 Corridor Soundwall Project (Project) is under construction and a part of the Capital Improvement Program. The Project entails installing two soundwalls adjacent to the Thunderbird Villas Mobile Home Park. One will be installed on Frontage Road on the City's right-of-way, while the other will be installed on the I-710 Freeway embankment, on Caltrans right-of-way. The soundwall will serve as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway. Additional improvements include a pedestrian path, landscaping, irrigation and peripheral

improvements.

The implementation of the Project is a coordinated effort with Metro. Metro was the lead agency for its design phase. Metro awarded TranSystems a contract to prepare construction documents for the Project, at no cost to the City. The City is the lead agency for the construction phase. Metro awarded the City \$8,900,000 in Measure R Funds, from the I-710 Corridor Project's Early Action Program, to construct the Project.

Given their role as the Engineer of Record, the City awarded TranSystems Contract No. 2020-23-AC to provide design support services. Their initial \$45,000 is projected to be exhausted in January 2021. Additional services are necessary through the end of construction.

Amendment No. 1 is necessary to provide for the additional services. Services include reviewing shop drawing, reviewing contractor submittals and substitutions, making minor design changes as-needed, attending construction progress meetings and other as requested by the Resident Engineer.

Contract No. 2020-23-AC provides services from March 30, 2020 to October 29, 2021.

Construction of the Project is well under way. Work completed to date includes but is not limited to removals, grading, foundations, retaining walls, portions of the soundwalls, water main improvements, curbs and gutters, and cross gutters. Construction of the Project is planned for completion in June 2021.

ATTACHMENTS: A. Proposed Amendment No. 1 with Scope of Work and Fee Proposal
 B. Contract No. 2020-23-AC

ES:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-23-AC
FOR ADDITIONAL DESIGN SUPPORT SERVICES FOR THE
I-710 CORRIDOR SOUNDWALL PROJECT BETWEEN
THE CITY OF SOUTH GATE AND TRANSYSTEMS COROPORATION**

This Amendment No. 1 to Contract No. 2020-23-AC for additional Design Support Services for the I-710 Corridor Soundwall Project (“Amendment No. 1”), is made and entered into on January 26, 2021, by and between the City of South Gate, a municipal corporation (“City”), and TranSystems Corporation, a California corporation, License No. C2623105 (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on April 8, 2020, the City approved Contract No. 2020-AC with Contractor (“Agreement”) for shop drawing and submittal review for the I-710 Corridor Soundwall Project (“Soundwall Project”), from March 30, 2020 through and including October 29, 2021, in the amount of Forty Five Thousand Dollars (\$45,000);

WHEREAS, the construction of the Soundwall Project is underway and additional compensation is required to continue providing services through the end of construction, which is scheduled for June 30, 2021;

WHEREAS, the City Council and Contractor therefore desire to execute Amendment No. 1 to the Agreement to increase the compensation payable to the Contractor in an amount not to exceed Forty Thousand Dollars (\$40,000), for services identified in Exhibit “A” attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Eighty Five Thousand Dollars (\$85,000).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. SCOPE OF WORK.** The Scope of Work to be performed by Contractor for the duration of the term of the Agreement shall be limited to that set forth in Exhibit “A.”
- b. COMPENSATION.** The additional compensation paid by City to Contractor for the work identified in Exhibit “A” shall not exceed **Forty Thousand Dollars (\$40,000)**. The total sum of the Agreement and Amendment No.1 shall not exceed Eighty Five Thousand Dollars (\$85,000).

- 2. EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its original amendments, attachments and

exhibits attached hereto, shall remain in full force and effect. The City reserves the right to augment or reduce the scope of work as City deems necessary.

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

TRANSYSTEMS CORPORATION:

By: _____
Ayman Salama, Ph.D., P.E.
Principal – Senior Vice President

Dated: _____

Exhibit "A"



December 8, 2020

Elias Saikaly
Project Manager
City of South Gate
Public Works Department 8650
California Avenue South
Gate, CA 90280

TranSystems

6 Hutton Centre
Suite 1250
Santa Ana, CA 92707
Tel 714 662 3020
Fax 714 242 9642

www.transystems.com

Subject: City of South Gate Amendment to Extend
Shop Drawing and Submittal Review Agreement

Dear Elias,

Please find below the TranSystems scope and fee proposal for the shop drawing and submittal review for the I-710 Corridor Project Sound Walls Package 1.

Scope: Shop Drawing and Submittal Review

TranSystems shall continue to review shop drawings and requested submittals according to the established schedules and time periods for an **additional 6 month duration**. The review of shop drawings shall include retaining wall working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, and others as requested by the Resident Engineer. The shop drawing scope assumes one review of each submittal and one back check of resubmittals. Incomplete submittals shall not be accepted for initial reviews. Multiple reviews of resubmittals that do not adequately address the initial review comments are not included. The fee does include time for the review of any Value Engineering Change Proposal (VECP) that may be proposed by the contractor.

Fee: Not to exceed \$40,000 assuming time and materials based on the hourly rates below:

Staff Member	Loaded Hourly Rate	Type of Service Provided
Joe Sawtelle	\$ 344.34	Roadway Leader
Carl Sosa	\$ 234.06	Senior Roadway Engineer
Andre Issa	\$ 200.34	Senior Structural Engineer
Triet Dang	\$ 186.36	Roadway Engineer
Jaime Garcia	\$ 115.44	Structural Engineer

Sincerely,

Ayman Salama, PhD, PE
Principal/ Senior Vice President

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the **City of South Gate ("City")**, and **Transsystems Corporation, a California Corporation ("Consultant")** identified in Section 1 hereof.

RECITALS

WHEREAS, Owner desires to engage Consultant to perform certain technical and professional engineering services, as provided herein, in connection with that certain project identified as:

THE CONSTRUCTION OF RETAINING WALL NO. 945 AND SOUNDWALL NO. 949 ALONG THE WEST FRONTAGE ROAD FROM MILLER WAY TO SOUTHERN AVENUE, CALTRANS CONTRACT 07-298014; CITY PROJECT NO. 587-ST, AND CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937 ALONG THE WEST FRONTAGE ROAD FROM MILLER WAY TO SOUTHERN AVENUE, CITY PROJECT NO. 547-ST

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to the Agreement are:

Owner:

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

Consultant:

Transsystems Corporation
6 Hutton Center Drive, Suite 1250
Santa Ana CA, 92707
Tel. (714) 662-3020

2. **Representatives of the Parties and Service of Notices.**

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

A. The principal representative of the City of South Gate shall be:

Arturo Cervantes, P.E.
Assistant City Manager/Director of Public Works
Public Works Department
8650 California Avenue
South Gate, CA 90280

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

Ayman Salama, P.E., Principal
6 Hutton Centre Drive, Suite 1250
Santa Ana, CA 92707
Tel. (714)-662-3020

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

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

3. Description of Work.

City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in the proposal attached hereto as Exhibit "A". Consultant shall perform and complete the work in accordance with the care and skill that is appropriate for professionals practicing under similar conditions at the same time and locality of the work hereunder in a manner satisfactory to City for all work and services set forth in Exhibit "A". The Assistant City Manager/Director of Public Works, or the Assistant City Manager/Director of Public Works' designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Assistant City Manager/Director of Public Works.

4. Commencement and Completion of Work.

The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Consultant shall commence when the City, acting by and through its Assistant City Manager/Director of Public Works, has issued a Notice to Proceed based upon a proposal for as needed services for such project, program, or activity. The work described in Exhibit "A" shall be completed within the time schedule noted in each proposal for such work, exclusive of any review periods required by City and any extensions approved pursuant to Section 5 below. Consultant shall have no claim for compensation for any additional services or work, which has not been preauthorized in writing by the Assistant City Manager/Director of Public Works. The term to provide professional services is from **March 30, 2020, to October 29, 2021.**

5. Extension of Time for Completion of Work.

A. If, at any time, the work is delayed due to suspension order by the City, or due to any other cause which, in the reasonable opinion of the City is unforeseeable and beyond the control and not attributable to the fault or negligence of Consultant, then Consultant shall be entitled to an extension of time equal to said delay, subject to the City's right to terminate this Agreement pursuant to Section 11.

B. Consultant shall submit to the Assistant City Manager/Director of Public Works a written request for an extension of time within ten (10) days after the commencement of such delay, citing the reason for such delay. Failure to submit the written request within such time period shall constitute a waiver of the right to request and extension. The Assistant City Manager/Director of Public Works shall, in his sole discretion, determine whether and to what extent any extensions of time shall be permitted. If the Assistant City Manager/Director of Public Works approves such request, he shall do so in writing.

C. No extension of time requested or granted hereunder shall entitle Consultant to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, the City shall in good faith consider any request for additional compensation submitted by Consultant.

6. Data Provided to Consultant.

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

7. Independent Contractor.

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

8. Consultant's Personnel.

A. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, however, a City of South Gate business license may not be required by the South Gate Municipal Code.

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

C. Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to

employer's liability, workers' compensation, unemployment insurance, and Social Security.

D. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant and/or its employee, independent contractors, agents, or representatives in connection with the work performed arising from this Agreement for any claims or damages to third persons or property, to the extent resulting from their negligent or other wrongful conduct that is not within Consultant's standard of care in accordance with California Civil Code Section 2782.8.

E. Consultant shall utilize the project team shown on the "Project Organization Chart" which is a part of Exhibit "A." Substituting team members shall not be permitted without written consent of the Assistant City Manager/Director of Public Works.

9. Compensation.

A. The Consultant will be reimbursed for hours worked at hourly rates specified in the Consultant's Cost Proposal, (see Exhibit "A" Proposal and Fee Proposal attached to this Agreement). The specified hourly rates shall include direct salary costs, employee benefits, wages, employer payments, overhead and fee. These rates are not adjustable for the performance period set forth in this Agreement. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in the Consultant Cost Proposal which is a part of Exhibit "A" attached to this Agreement. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant compensation submittal to the City. The total compensation to be paid by City to Consultant for all work and services described in Exhibit "A" shall not exceed **Forty Five Thousand Dollars and Zero Cents, (\$45,000)**.

B. On or before the fifth day of each calendar month following commencement of the work, Consultant may cause to be made and submitted to City a written estimate of the value of all work completed up to the first day of the month in which the estimate is made. In reviewing and approving such estimate, the City may consider, in addition to other facts and circumstances, the relationship of the work completed to the work remaining to be done. Within thirty (30) days after approval of Consultant's estimate, City shall pay to Consultant the balance of such estimated value after deducting there from all prior payments and all sums to be retained as partial security under the terms of this Agreement.

C. Upon satisfactory completion of each phase of work and services described in Exhibit "A", and City's approval thereof, City shall pay to Consultant the total amount due for each increment or phase of the work.

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

E. The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.

F. The Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

G. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by contractor to State.

H. Any subcontract in excess of \$25,000, entered into by Contractor in connection with this Agreement shall contain all the provisions of this article.

10. Indemnity and Insurance.

A. In accordance with California Civil Code 2782.8, Consultant agrees to indemnify and hold harmless the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Consultant's and/or its employees, independent contractors, agents, or representatives negligent or wrongful acts, errors or omissions. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

B. In addition to paragraph A, above,

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

(a) Workers' Compensation and Employer's Liability

- Workers' Compensation-coverage as required by law.
- Employer's Liability-limits of at least \$1,000,000 per occurrence.

(b) Comprehensive General Liability

- Combined Single Limit-\$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an

endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to, cancellation of the policy, ten (10) days notice if cancellation is due to nonpayment of premium.

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

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

(b) "Severability of Interest" clause.

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

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

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

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

11. 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 actual costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

12. Termination for Cause.

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

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

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

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

C. If this Agreement is terminated as provided above in paragraph A, City may, at its election, require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

D. If, after notice of termination of the Agreement under the provisions of this Section 12, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 11.

E. The Consultant shall have no right to terminate this Agreement due to the City's failure to perform its obligations required by this Agreement. Pending resolution of any claim of such failure asserted by Consultant, Consultant agrees to continue to perform its services hereunder to completion, and agrees that Consultant will neither (i) rescind this Agreement, (ii) stop, withhold or delay performance of those services, or (iii) otherwise delay progress of any work related to City Project Nos. 547-ST and 587-ST identified in the Recital paragraphs of this Agreement. Consultant's sole remedy shall be to submit the controversy to the dispute resolution procedures set forth in Section 18 of this Agreement and, if such procedures do not resolve the dispute and if any decisions rendered thereby are appealable to a court of law, to submit the dispute for determination by a court of the State of California in Los Angeles County having competent jurisdiction of the dispute, after those Projects have been completed, and not before.

13. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap

or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

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

14. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

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

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

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

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

15. Subcontracting, Delegation and Assignment.

A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the City; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an

explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

(1) The amount involved, together with Consultant's analysis of such cost or price.

(2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

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

16. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use. City's reuse of such materials on any project other than the project, which is the subject of this Agreement, shall be at City's sole risk.

17. Entire Agreement and Amendments.

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

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

18. Resolution of Disputes.

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

19. Severability

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

20. Exhibits.

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

Exhibit "A" Proposal and Fee Proposal dated January 14, 2020

21. Governing Law.

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

22. Effective Date.

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

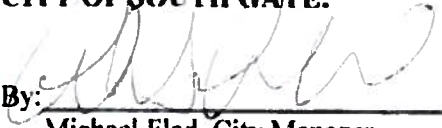
23. Retention of Records/Audits.

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

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY AND TRANSYSTEMS

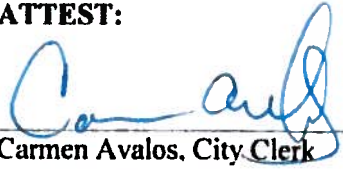
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

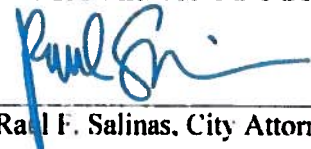
By: 
Michael Flad, City Manager

Dated: 4-8-20

ATTEST:


Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

TRANSYSTEMS CORPORATION:

By: 
Ayman Salama, Ph.D., P.E.

Principal - Senior Vice President
Title

Dated: April 02, 2020

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY AND TRANSYSTEMS

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: 
Michael Flad, City Manager 

Dated: 4-8-20

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

TRANSYSTEMS CORPORATION:

By: 
Ayman Salama, Ph.D., P.E.

Principal – Senior Vice President
Title

Dated: April 02, 2020

Exhibit "A"

Proposal and Fee Proposal



TranSystems

6 Hutton Centre
Suite 1250
Santa Ana, CA 92707
Tel 714 662 3020
Fax 714 242 9642

www.transystems.com

January 14, 2020

Elias Saikaly
Project Manager
City of South Gate
Public Works Department
8650 California Avenue
South Gate, CA 90280

Subject: City of South Gate Shop Drawing and Submittal Review Scope and Fee

Dear Elias,

Please find below the TranSystems scope and fee proposal for the shop drawing and submittal review for the I-710 Corridor Project Sound Walls Package 1.

Scope: Shop Drawing and Submittal Review

TranSystems shall review shop drawings and requested submittals according to the established schedules and time periods. The review of shop drawings shall include retaining wall working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, and others as requested by the Resident Engineer. The shop drawing scope assumes one review of each submittal and one back check of resubmittals. Incomplete submittals shall not be accepted for initial reviews. Multiple reviews of resubmittals that do not adequately address the initial review comments are not included. The fee does include time for the review of any Value Engineering Change Proposal (VECP) that may be proposed by the contractor.

Fee: Not to exceed \$45,000 assuming time and materials based on the hourly rates below:

Staff Member	Loaded Hourly Rate	Type of Service Provided
Joe Sawtelle	\$ 344.34	Roadway Leader
Carl Sosa	\$ 234.06	Senior Roadway Engineer
Andre Issa	\$ 200.34	Senior Structural Engineer
Triet Dang	\$ 186.36	Roadway Engineer
Jaime Garcia	\$ 115.44	Structural Engineer
Nahro Saoud	\$ 289.38	Construction Leader

Sincerely,

Ayman Salama, PhD, PE
Principal / Senior Vice President

RECEIVED

JAN 13 2021

City of South Gate
CITY COUNCIL

Item No. 9

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:05pm

AGENDA BILL

For the Regular Meeting of: January 26, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:



Chris Jeffers

SUBJECT: CAPITAL RESERVE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) TO RESERVE \$3.5 MILLION IN PROPOSITION C FUNDS FOR THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENT PROJECT, CITY PROJECT NO. 476-TRF (THE BOULEVARD PROJECT)

PURPOSE: On June 27, 2019, the Metropolitan Transportation Authority (Metro) approved a Capital Reserve Agreement (Agreement) to authorize the City to reserve \$3.5 Million in Proposition C Funds, beyond the regular lapsing schedule, for use on the Firestone Boulevard Regional Corridor Capacity Enhancement Project (The Boulevard Project), requiring the funds to be utilized by June 30, 2024. This Agreement requires formal approval by the City Council, retroactively effective to June 30, 2019.

RECOMMENDATION ACTIONS: The City Council will:

- a. Approve Capital Reserve Agreement with the Los Angeles County Metropolitan Transportation Authority to reserve through June 30, 2024, \$3,500,000 in Proposition C Funds for the Firestone Boulevard Regional Corridor Capacity Enhancement Project, City Project No. 476-TRF, retroactively effective to June 30, 2019; and
- b. Authorize the Mayor to execute the Capital Reserve Agreement in a form acceptable to the City Attorney.

 **FISCAL IMPACT:** There is no impact to the General Fund. The Capital Reserve Agreement is for \$3.5 million in Proposition C Funds for The Boulevard Project. These funds were previously appropriated to The Boulevard Project by the City Council, of which \$500,000 was appropriated on June 28, 2011 and \$3 million was appropriated on November 28, 2017. To date, a total of \$3,139,220 have been expended, leaving a balance of approximately \$360,780.

ANALYSIS: On May 12, 2020, the City Council accepted completion of construction of The Boulevard Project. The Boulevard Project was a multi-year, multi-million dollar undertaking that rehabilitated three roadway segments of Firestone Boulevard. The Boulevard Project was funded with several funding sources of which Proposition C was one. A total of \$3.5 Million in Proposition C funds were programmed for The Boulevard Project with Metro. The subject Capital Reserve Agreement is necessary to address two issues involving the timely use of funds. Firstly, on February of 2018, Metro approved a "Form A" for said \$3.5 Million, which required the funds to be utilized by June 1, 2019, however, the project was planned for completion after that date. Secondly, pursuant to the Proposition C guidelines, the City had four years to expend the funds, beginning the last day of the Fiscal Year in which funds were originally allocated. This is Metro's Timely Use of Funds policy. Said \$3.5 Million were originally programmed by the City in June 28, 2011 and November 28, 2017. Therefore, said

\$3.5 Million were subject to lapse. The Capital Reserve Agreement protected the funds from lapsing, and provided an extension of five years for their use. Highlight's of the Capital Reserve Agreement include, but are not limited to, the following:

- Reserves \$3.5 million in Proposition C funds for The Boulevard Project, which funds must be utilized by June 30, 2024.
- Funding must have been utilized to complete improvements on Firestone Boulevard, from Alameda Street to Annetta Avenue, and from Firestone Place to Rayo Avenue.
- Each fiscal year, an annual project update, including the amount reserved and project status, must be submitted to Metro.
- The effective term of the agreement is June 30, 2019 to June 30, 2024.

BACKGROUND: On May 12, 2020, the City Council accepted completion of construction of The Boulevard Project, effective October 28, 2019. The Boulevard Project provides improved safety, congestion relief and beautification on Firestone Boulevard. The Boulevard Project required a total implementation schedule of four years, inclusive of planning, design and construction.

The Boulevard Project was budgeted in the Capital Improvement Program, in Account No. 311-790-31-9447, for a grand total of \$20,557,681. The budget was funded with various funding sources including the 2009 Call for Project Grant Funds, Measure R funds, Measure M funds, Proposition C funds, Senate Bill 1, and City funds. As it pertains to the Capital Reserve Agreement, the budget was partially funded with \$3.5 Million in Proposition C funds, of which approximately \$3,139,220 have been expended, leaving a balance of approximately \$360,780.

The improvements funded with these Proposition C Funds included: installation of storm water quality infiltration measures, pedestrian lights, and bus shelters, pavement rehabilitation, sidewalk, curb and gutter, driveway and ADA curb ramps.

It is noted that The Boulevard Project, as a whole, was completed under budget by approximately \$2.15 Million, of which \$1.58 million is estimated to be the balance of the grant funds. In light of this, the Public Works Department is in contact with Metro to determine if the remaining funds can be utilized to make further improvements to Firestone Boulevard. If approved, a portion of the Proposition C budget balance may be programmed as the local match for the remaining grant funds. A complete summary of the budget, funding sources, and expenditures, can be found in Attachment C.

- ATTACHMENTS:**
- A. Capital Reserve Funding Agreement
 - B. Project Summary
 - C. Location Map

KT:lc

3/1/19



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

RECEIVED

NOV 19 2019

ENGINEERING DEPT.

November 15, 2019

Subject: Capital Reserve MOU

To Whom It May Concern,

Enclosed are two original Capital Reserve Agreements/Amendments between our agencies for use of Local Return capital reserves.

Our legal council has signed, and now your agency needs to sign all originals, to be returned back to Metro for further processing. Please provide two signatures on each document. One should be your legal counsel, the other should be another designated signature of authority.

Please note that the Metro Board approval of this reserve is for four years. Should this fund need an additional time extension, contact Metro approximately three months before the deadline so that an extension may be made.

Should you have any questions or concerns, please contact me at (213) 922-5638 or e-mail me at meisterc@metro.net.

Sincerely,

Chelsea Meister
Program Manager

Enclosure

CAPITAL RESERVE AGREEMENT

This Capital Reserve Agreement (this "Agreement") is entered into as of June 30, 2019, by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of South Gate (the "City").

RECITALS:

A. The City receives Proposition A and Proposition C local return funds (the "Local Return Funds") from LACMTA.

B. Pursuant to the Proposition A and Proposition C Local Return Guidelines (the "Guidelines"), which are incorporated herein by reference, the City has four years, beginning the last day of the Fiscal Year in which funds were originally allocated, to expend the Local Return Funds. By method of calculation, each jurisdiction has four years plus the Fiscal Year of allocation to expend the Local Return funds. This period is identified in the Guidelines as Timely Use of Funds.

C. As of Fiscal Year 2018-19, the City desires to commit and accumulate its Local Return Funds beyond the Timely Use of Funds period in order to provide the funds for a Firestone Blvd Capacity Project as more particularly described in City's project description attached hereto as Exhibit A (the "Project").

D. The LACMTA Board at its June 27, 2019, board meeting approved the City's establishment of a capital reserve fund for the Project.

NOW, THEREFORE, the parties hereby desire to agree to the following terms and conditions:

AGREEMENT

1. The City acknowledges that establishing a capital reserve fund for the Project constitutes a long term financial and planning commitment.
2. The City shall establish a separate interest bearing account or sub-account to be designated as the Capital Reserve Account for the Project. The City desires to set aside \$3,500,000 Proposition C of its Local Return Funds into the Capital Reserve Account. Commencing with Fiscal Year 2018-19 and for each Fiscal Year thereafter, the City shall deposit into the Capital Reserve Account the amount specified in its Project Annual Update submitted to LACMTA for that fiscal year, provided, however, if the City fails to submit its Project Annual Update, the City shall deposit into the Capital Reserve Account its Local Return Funds in an amount equal to the amount deposited into the Capital Reserve Account for the immediately preceding fiscal year. In no event will the total aggregate amount deposited by City into the Capital Reserve Account exceed \$3,500,000 Proposition C
3. All interest accruing on the Capital Reserve Account shall remain in such account.

4. The City shall complete the Project by June 30, 2024. If the Project is not completed by this date, any unexpended funds shall lapse and be returned to LACMTA for further programming.
5. The City shall comply with all terms and conditions for the Capital Reserve Account as provided in the Proposition A and Proposition C Local Return Guidelines, including, without limitation, the following:
 - A. Each fiscal year, submitting the following items:
 - (i) an Annual Project Update (Form One), including the amount to be reserved and the current project status;
 - B. Every three years commencing with the Commencement Date of this Agreement, LACMTA will evaluate the Capital Reserve Account, the status of the Project and the projected amount of available funds. Based on this evaluation, LACMTA may require the City to take certain actions including, without limitation, terminating the Capital Reserve Account.
 - C. If the City uses the Local Return Funds in the Capital Reserve Account for a project different from the Project described above, the City shall return an amount equal to the improperly used funds to the Proposition C Central Account held by LACMTA. If the City fails to return the amount within 30 days from the date LACMTA notifies City that it must return the funds, the City hereby authorizes LACMTA to offset future Local Return allocations to the City in an amount equal to the improperly used funds.
 - D. If the City fails to complete the Project as specified by the date in paragraph 4 above, the Local Return Funds in the Capital Reserve Account may be subject to lapse unless otherwise agreed to in writing by the parties.
 - E. If the Project is a rail project, LACMTA may decide that the rail corridor is no longer a high priority. LACMTA can then terminate this Agreement and the City shall:
 - (i) close the Capital Reserve Account and return the outstanding balance of the Capital Reserve Account, including accrued interest (the "Returned Funds"), to the City's local return account; and
 - (ii) reprogram the Returned Funds to be used within three years from the termination date of this Agreement. Any funds remaining after such three-year period shall lapse.
 - F. If the City, independent of LACMTA action, desires to reprogram all or part of the funds in the Capital Reserve Account, the City must prior to such reprogramming, receive LACMTA's written approval. The City shall provide LACMTA with notice of its desire to reprogram the funds in the Capital Reserve Account and indicate the proposed use of the funds to be reprogrammed and the effect of such reprogramming on the Project. LACMTA approval may be based on, among other things, whether

after exhausting all Local Return funds, additional funds are necessary to meet the City's critical immediate or pending transit needs. If LACMTA approves reprogramming the funds, this Agreement shall be amended or terminated as appropriate. If LACMTA does not approve reprogramming the funds, the City must continue the Capital Reserve Account as provided herein or draw the funds down for LACMTA approved capital related project.

6. This Agreement shall commence on June 30, 2019. This Agreement shall continue until such time as terminated by either party with a 30 day written notice under the conditions set forth in the Proposition A and Proposition C Local Return Guidelines.

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

City of South Gate:

Los Angeles County Metropolitan
Transportation Authority

By: _____

Maria Davila
Mayor

By: _____

PHILLIP A. WASHINGTON
Chief Executive officer

Date: _____

Date: _____

ATTESTED:

APPROVED AS TO FORM:

Rodrigo A. Castro-Silva
County Counsel

By: _____

Carmen Avalos
City Clerk

By: _____

Deputy

Date: _____

Date: _____

APPROVED AS TO FORM:

By:  _____

Raul F. Salinas
City Attorney

Date: _____

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:
City of South Gate

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
PHILLIP A. WASHINGTON
Chief Executive officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Legal Counsel

By:  _____
Deputy

Date: _____

Date: 11/11/19



Metro

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
Proposition A and Proposition C Local Return Program

Form A

PROJECT DESCRIPTION FORM

(Required for all new and amended projects)

Local Jurisdiction			Fiscal Year
South Gate			2020
Contact Person	Telephone No.	Extension	E-Mail Address
Alma Medina	(323) 357-9579		ammedina@sogate.org

Project Title			
Firestone Blvd Regional Capacity Enhancement Project (476-TRF)			
Project Code:	450	Category:	Street Improvement Projects
Sequence Number:	18	Type:	<input checked="" type="checkbox"/> Capital <input type="checkbox"/> New <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Revised
		Est Start Date:	2/19/2018
		Est Compl Date:	6/1/2019

Project Description and Justification

The project is a complete rehabilitation and improvement of the roadway on Firestone Blvd. from Alameda St. to Annetta Ave. Improvements included as follows: a) New center landscape medians; b) Increased from four to six lanes; c) Traffic signals and street lights; d) Synchronized traffic signals; e) Installed storm water quality infiltration measures; f) Installed pedestrian lights, bus shelters and furniture; g) Installed signature gateway designs at five major intersections; h) Pavement rehabilitation; and i) Reaired deficient sidewalk, curb/gutter, driveway, and ADA curb ramps.

Project Revenues				
Fund Source(s)	Proposition A Amount	Proposition C Amount	Other Amount	Total
Local Return		\$3,500,000		3,500,000
Fare Revenues				-
Other (Specify) Various			\$16,679,000	16,679,000
Total Project Revenues	-	3,500,000	16,679,000	20,179,000

Accessibility Features (For Bus Stop Improvement Projects only)			
<input checked="" type="checkbox"/> Curb Cut	<input checked="" type="checkbox"/> Bus Pad	<input checked="" type="checkbox"/> Installation Sidewalk	<input type="checkbox"/> Removal of sidewalk Barrier

For Bikeways and Pedestrian Improvements, Street Repair and Maintenance or Street Improvement projects (project codes 430, 440 or 450), please check to indicate a **Pavement Management System (PMS) Self Certification Form** (See Appendix III) has been submitted to Metro.

For Intelligent Transportation Systems (ITS) projects, or projects which include an ITS element, please check box to indicate a **Self Certification Form** (See Appendix VI) has been completed and submitted to Metro.

	Director of Administrative Services	
Authorized Signature	Title	Date

Attachment B: Project Summary

	Call for Project	City Funds	Prop C LR	Measure R	Measure M	Senate Bill 1	Total	Budget Balance
Total Project Budget	\$7,071,322	\$1,053,675	\$3,500,000	\$6,000,000	\$2,000,000	\$932,684	\$20,557,681	\$20,557,681
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				\$ 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
CCO No. 1**	\$ 521,859		\$ (330,000)	\$ 819,600	\$ 213,911	\$ (66,240)	\$ 1,159,130	\$ 3,217,108
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
CCO No. 9	\$ 72,213		\$ 9,312	\$ 46,213			\$ 127,738	\$ 3,548,776
Misc. Costs***	\$ 116,179	\$ 49,535	\$ 266,914	\$ 340,358	\$ 132,762	\$ 355,694	\$ 1,261,442	\$ 2,415,072
Total Project Costs	\$ 6,471,322	\$ 838,504	\$ 3,139,220	\$ 5,008,617	\$ 1,880,000	\$ 932,684	\$18,270,347	\$ 2,287,334
Traffic Mitigations Improvements*				\$ 15,000	\$ 120,000		\$ 135,000	
Total Budget Balance	\$ 600,000	\$ 215,171	\$ 360,780	\$ 976,383	\$ -	\$ -	\$ 2,152,334	\$ 2,152,334

* Funds were transferred to the Hildreth Avenue Traffic Mitigations at Firestone Boulevard, City Project No. 600-ST, which was constructed under a 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.



Project Construction Location



FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT

RECEIVED

JAN 19 2021

City of South Gate Item No. 10
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:50 pm

AGENDA BILL

For the Regular Meeting of: January 26, 2021

Department Director: Arturo Cervantes
Originating Department: Public Works

Interim City Manager: Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 3428 WITH MARK THOMAS CORPORATION FOR ADDITIONAL DESIGN SERVICES FOR THE CHAKEMCO STREET IMPROVEMENTS PROJECT

PURPOSE: Mark Thomas Corporation is under contract with the City to provide design services for the Chakemco Street Improvements Project (Project). Amendment No. 1 is needed to fund additional design services in connection with the second phase of the Project, to construct two storm water infiltration wells.

RECOMMENDED ACTIONS: The City Council will:

- a. Approve Amendment No. 1 to Contract No. 3428 with Mark Thomas Corporation for additional design services and well infiltration test for the Chakemco Street Improvements Project, City Project No. 593-ST, in an amount not-to-exceed \$13,960;
- b. Appropriate \$13,960 from Los Angeles Unified School District funds to Account No. 311-790-31-9572 to fund said additional work; and
- c. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Amendment No. 1 is in the amount of \$13,960, which will be funded with funds received by the Los Angeles Unified School District, as part of the agreement with the City for the construction of the International Studies Learning Center/Legacy High School complex.

Descriptions	LAUSD Funds
Contract 3428	\$96,341
Amendment No. 1	\$13,960
Revised Contract Amount	\$110,301

ANALYSIS: In order to complete the design, additional design services and an infiltration well test are required due to the proposed relocation of one of the infiltration wells to Adella Avenue, between Batavia Road and Aldrich Road. This new location is much better suited to receive storm water from the International Studies Learning Center/Legacy High School complex and meet NPDES requirements. The infiltration wells project has been designated as Storm Water Infiltration Wells Improvements, City Project No. 670-SD.

BACKGROUND: The Chakemco Street Improvements Project (Project) is a part of the Capital Improvement Program. The Project entails the reconstruction of Chakemco Street between Atlantic Avenue and Legacy Lane, and the construction of two infiltration wells. The Project is being implemented in two phases. Amendment No. 1 is needed to implement the second phase of the Project.

The City awarded a design contract to Mark Thomas Corporation, Contract No. 3428, on March 13, 2018, to provide design services for the Chakemco Street Improvements Project. The services involved the design of Chakemco Street, from Atlantic Avenue to Legacy Lane and the design of two storm water infiltration wells.

The first phase of the Project, the reconstruction of Chakemco Street between Atlantic Avenue and Legacy Lane, has been designed and construction is substantially complete.

The second phase of the Project, the design of two infiltration wells is underway. This phase entailed installing an infiltration well at Karmont Avenue, north of Garfield Avenue and at Adella Avenue, between Batavia Road and Aldrich Road.

Amendment No. 1 is needed to provide additional design services necessary to change the location of one of the two infiltration wells. The new location is in the immediate vicinity of the International Studies Learning Center/Legacy High School complex, and is recommended to meet minimum MS4 Permit standards, to right-size the design capacity and to be cost-conscious.

Design is expected to be completed in March 2021 and construction is slated to start June 2021.

ATTACHMENTS: A. Proposed Amendment No. 1
B. Contract No. 3428

EM:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 3428
FOR ADDITIONAL DESIGN SERVICES AND WELL INFILTRATION
TEST FOR THE CHAKEMCO STREET IMPROVEMENTS BETWEEN
THE CITY OF SOUTH GATE AND MARK THOMAS CORPORATION**

This Amendment No. 1 to Contract No. 3428 for additional Design Services and Well Infiltration Test for the Chakemco Street Improvements, from Atlantic Avenue to Legacy Lane, City Project No. 593-ST ("Amendment No. 1"), is made and entered into on January 26, 2021, by and between the City of South Gate, a municipal corporation ("City"), and Mark Thomas Corporation, a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on March 13, 2018, the City Council approved Contract No. 3428 with Contractor ("Agreement") for design services to reconstruct Chakemco Street, National Pollutant Discharge Elimination System/storm water compliance and American with Disabilities Act compliance, in the amount of Ninety-Six Thousand Three Hundred Forty-One Dollars (\$96,341); and

WHEREAS, the City and Contractor desire to execute Amendment No. 1 extending the term of the Agreement for an additional one-year term through and including January 31, 2022, in an amount not to exceed Thirteen Thousand Nine Hundred Sixty Dollars (\$13,960), for services identified in Exhibit "A", attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of One Hundred Ten Thousand Three Hundred-One Dollars (\$110,301).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT.

The term of the Agreement shall be extended by one (1) additional year through and including **January 31, 2022**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

2. COMPENSATION.

The amount of compensation paid by City to Contractor for the work identified in Exhibit "A" shall not exceed **Thirteen Thousand Nine Hundred Sixty Dollars (\$13,960)**.

3. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1 above. Furthermore, City reserves the right to augment or reduce the scope

of work as City deems necessary.

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

CITY OF SOUTH GATE:

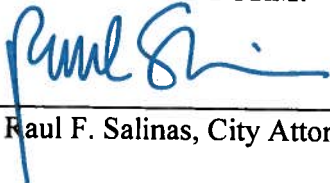
By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Paul F. Salinas, City Attorney

MARK THOMAS CORPORATION:

By: _____
Darin Johnson, Associate Principal,
Division Manager

Date: _____

EXHIBIT A



MARK THOMAS

January 7, 2021

Emilio Murga
City of South Gate

Project No.: IR-18102

RE: Chakemco Street Improvements - Amendment for Additional Scope of Work #1

Dear Emilio:

Thank you for the opportunity for Mark Thomas to continue to assist the City of South Gate with the Chakemco Street Improvement Project, per your request via email on 12/6/20. We would like to present the following additional scope and budget request for design services to develop a BMP design plan for storm water quality mitigation related to the recent development upset from the BMP site. The anticipated additional scope items described below:

Scope of Work

1. Per the City's request to investigate the feasibility of deep infiltration wells, the optimal task for an infiltration/percolation test will be required. Mark Thomas' sub will conduct the test to determine exact water table elevation and infiltration rate of the soil at depth of 40'-50' deep at the Karmont Avenue locations per RFP.

Deliverables: Infiltration/percolation tests and results for 1 location.

2. Mark Thomas shall prepare a BMP Plan along Adella Avenue. The capacity of the BMP, assumed to be a drywell, will be based upon the infiltration/percolation test results (to be done by others) and the surface flow (Q), to be estimated based on existing site conditions. The plan development will include 1 site visit to confirm hydrology assumptions and existing utilities constraints. The drywell design shall be a curb opening inlet/outlet design, due to the lack of storm drain main lines at Adella Avenue.

Deliverables: BMP Design Plan along Adella Avenue and Corresponding Details.



an? ...
...
...

▶ January 6, 2021

Fee Estimate

The additional fee associated with the additional scope is \$13,960 and as detailed in Table 1 on the next page.

Table 1 – Fee Estimate

Task	Sr. PM (\$216/hr)	Design Engineer II (\$116)	Sub- consultant (Terracon)	Cost
1. Infiltration/percolation test at Karmont			\$6,000	\$6,000
2.1 Site Visit/Data Collection	2	6		\$1,128
2. 2 BMP Plan along Adella Avenue	8	44		\$6,832
TOTAL				\$13,960

Please contact me at 949-247-3928 if you have any questions or concerns.

Sincerely,



Arturo Vivar, PE
Project Manager



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the City of South Gate, a municipal corporation, ("City"), and Mark Thomas, a California corporation ("Consultant"), identified in Section 1 hereof.

RECITALS

WHEREAS, City desires to engage Consultant to perform certain technical and professional engineering services, as provided herein, in connection with that certain project identified as: **CHAKEMCO STREET IMPROVEMENTS, FROM ATLANTIC AVENUE TO LEGACY LANE, CITY PROJECT NO. 593-ST**

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: Mark Thomas.
16795 Von Karman Ave. #240
Irvine, CA 92606

2. **Representatives of the Parties and Service of Notices.**

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

- A. The principal representative of the City shall be:

Arturo Cervantes, P.E.
Director of Public Works/City Engineer
Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

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

Rob Himes
Mark Thomas
16795 Von Karman Ave. #240
Irvine, CA 92606

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

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

3. Description of Work.

City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services, as needed, set forth in the "Proposal" attached hereto as Exhibit "A". Consultant shall perform and complete, in a manner satisfactory to City, all work and services set forth in Exhibit "A". The Director of Public Works, or the Director of Public Works' designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Public Works.

4. Data Provided to Consultant.

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

5. Independent Contractor.

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

6. Consultant's Personnel.

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

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

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

D. Consultant shall indemnify and hold harmless 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.

7. Compensation.

A. The total compensation to be paid by City to Consultant for as needed work and services described in Exhibits "A" shall be as submitted in the proposal for an amount not to exceed **Ninety-Six Thousand, Three Hundred Forty-One Dollars and Zero Cents (\$96,341.00)**. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "A" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within forty-five (45) days from date of receipt by Director of Public Works. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

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

8. Indemnity and Insurance.

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

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

(a) Workers' Compensation and Employer's Liability

- Workers' Compensation-coverage as required by law.
- Employer's Liability-limits of at least \$1,000,000 per occurrence.

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

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

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

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

(b) "Severability of Interest" clause.

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

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

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

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

9. Termination for Convenience.

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

termination exceed the total maximum compensation provided for in this Agreement.

10. Termination for Cause.

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

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

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

B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 10, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

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

D. If, after notice of termination of the Agreement under the provisions of this Section 10, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 9.

11. Non-Discrimination and Equal Employment Opportunity.

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

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

12. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

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

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

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

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

13. Subcontracting, Delegation and Assignment.

A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Public Works; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall

include the following:

(1) The amount involved, together with Consultant's analysis of such cost or price.

(2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

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

14. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

15. Entire Agreement and Amendments.

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

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

C. Consultant acknowledges and agrees that it has consulted with an attorney, or has knowingly foregone the opportunity to do so and executes this Agreement knowingly and voluntarily.

16. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration fee.

17. Severability

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

18. Exhibits.

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

Exhibit "A" Proposal dated January 24, 2018
Exhibit "B" Fee Proposal dated March 1, 2018

19. Governing Law.

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

20. Effective Date.

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

[Remainder of page left blank intentionally]

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF SOUTH GATE AND MARK THOMAS**

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

**"CITY"
CITY OF SOUTH GATE**


By: 
Maria Davila, Mayor

Dated: 03/14/2018


ATTEST:


Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

**"CONSULTANT"
MARK THOMAS**

By: 
Signature
President
Title

Dated: 3-26-18

EXHIBIT A



MARK THOMAS

January 24, 2018

City of South Gate
8650 California Avenue
South Gate, CA 90280
Attention: Arturo Cervantes, PE, Director of Public Works/City Engineer

Dear Mr. Cervantes,

The City of South Gate (the City) is seeking a qualified consultant to provide preliminary engineering and environmental documents, civil design, surveying, geotechnical, and the preparation of PS&E for the Chakemco Street Improvements Project between Wright Road/Atlantic Avenue and Legacy Lane (City Project No. 593-ST). The City also requires assistance during the construction bidding phase, construction support and assistance with project closeout for these street improvements.

Mark Thomas has completed hundreds of projects similar in scope to that of the Chakemco Street Improvements Project, and we are excited to submit our proposal demonstrating to the City our qualifications and technical expertise to deliver the required services on schedule and within budget.

Firm Qualifications

Mark Thomas is a full-service planning and engineering firm specializing in transportation and municipal infrastructure projects, and we employ over 175 professionals throughout California. We bring a design team with unmatched experience in project management, civil and structural engineering, surveying services, traffic planning, utility and agency coordination.

We provide design services for transportation, public agency, and infrastructure improvement projects ranging from roadway rehabilitations, reconstructions, widenings, and geometrics; to active transportation planning, ADA improvements and complete streets/streetscape improvements; to environmental documentation, hydraulic analysis, preparation of plans, specifications and estimates (PS&E); to construction support, assistance with construction bidding, and project closeout.

We have extensive experience working with public agencies and our staff are well-versed in public agency procedures and requirements. We have also delivered numerous of federally-funded projects, including projects funded through the Highway Bridge Program (HBP), Highway Safety Improvement Program (HSIP), and Active Transportation Program (ATP). Our staff is knowledgeable of the Caltrans Local Assistance Procedures Manual (LAPM) and have provided grant funding assistance.

The Mark Thomas Team

The City's project will be managed by Arturo Vivar, PE. As our project manager and primary contact, Arturo brings more than 16 years of transportation and municipal engineering experience. He has worked with numerous municipalities, public agencies, private agencies, and Caltrans to bring much needed roadway, transportation and infrastructure improvements throughout California. Arturo specializes in project management and design for roadway rehabilitations and reconstructions, and street, highway, and interchange improvements. Arturo will be supported by an experienced and dedicated project team. These staff excel at the design of transportation infrastructure, roadway widenings, street rehabilitations and improvements, gap closures, and specialty walls.

In addition to our in-house professionals, we have included hand-selected subconsultants to further supplement our team. These include Itens Inc. to provide electrical design, NCE to provide Geotechnical Investigations and Pavement Rehabilitation Strategies, Rincon Consultants to provide environmental documentation, and CL Surveying and Mapping (DBE) to provide surveying services.

By submitting this proposal, we commit to providing an experienced, available team whose time will be dedicated to serving the City. As President of Mark Thomas, I am authorized to enter into an agreement with the City and represent on behalf of our organization.

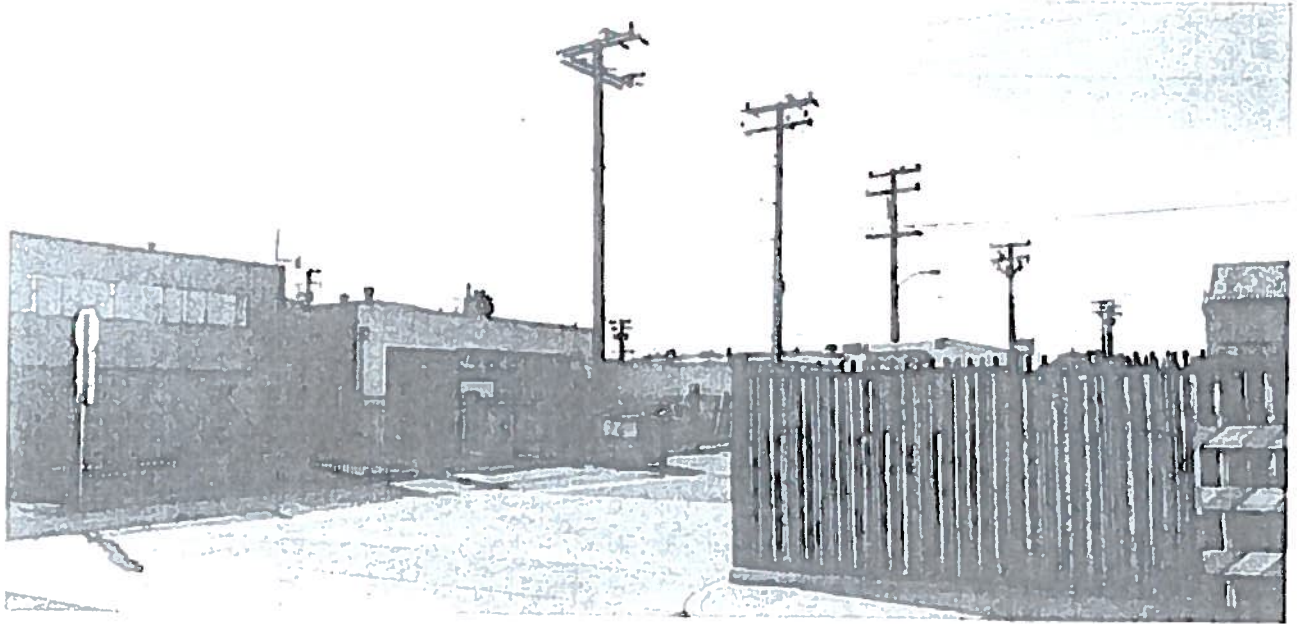
We look forward to the opportunity to work with you and serving the City on this project. If you have any questions about our proposal, please contact Arturo directly. He can be reached at (949) 247-3928 or via e-mail at avivar@markthomas.com

Sincerely,

MARK THOMAS

Rob Holmes, PE
Principal in Charge, President

Arturo Vivar, PE
Project Manager



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III: CORPORATE DOCUMENTATION



Firm Overview



Since 1927, Mark Thomas has provided project management, civil and structures engineering, landscape architecture, and surveying services to clients throughout California. As a California corporation, our stability throughout the years

is founded on our client service focus, and delivering projects with a tailored approach to meet our clients' goals. This reputation is realized through the efforts of more than 175 professionals within offices strategically located throughout the state. Originating in San Jose, our firm has grown to establish offices in Irvine, Los Angeles, Santa Barbara, Carmel, Cupertino, Fresno, Oakland, Sacramento, San Carlos, and Walnut Creek.

Mark Thomas is built on providing sound, innovative engineering solutions and high-quality customer service for transportation, public works, and infrastructure improvement projects. Our solutions have benefited all types of roadway and intersection improvements projects including roadway/pavements reconstructions and rehabilitations, complete streets, ADA improvements, road widenings, and freeway interchanges.

We have served a range of clients throughout California, including local municipalities, cities, counties, and other various public agencies. Our staff has extensive experience working as a true extension of our clients' staff, and brings an unmatched understanding of public agency procedures and requirements.

We apply a flexible and progressive approach that balances of stakeholders and the community with realistic construction budgets and standard design practices. Our unique ability to understand each project individually and develop designs that fit within the context of the neighborhood and community has been the hallmark of many of our projects. This is important as we've delivered numerous roadway improvements, active transportation and complete streets projects in various communities throughout the state.

Customer service is at the core of who Mark Thomas is. Our firm is dedicated to providing responsive, exceptional client service; the experience required to provide the City with the best value; and a team of professionals who are ready and available to respond promptly to the City's requests and work as a true extension of City staff throughout the duration of this project.

Mark Thomas' Organizational Stability and Strength

Mark Thomas provides our clients with an assurance of stability that few other firms can offer, even during changing economic times. As a privately-owned, California Corporation, we are positioned to ride out the financial downturns that impact larger, publicly traded companies in our industry. Mark Thomas is rated financially strong by Dun & Bradstreet and has never borrowed or used our line of credit to maintain company operations. Our firm has never experienced receivership or other financial difficulties since its founding. In 2017, our revenue exceeded \$45 million and we currently enjoy a gross backlog of \$45 million. The bottom line benefit - a reliable firm with committed staff that will see through the Chakemco Street Improvements Project through to completion.

Mark Thomas has not been the subject of any legal investigations by County, State, and/or Federal agencies within the past 10 years.

MARK THOMAS AT A GLANCE

- California Corporation
- 90+ years in business
- 175 employees
- 11 offices in California:
 - Irvine
 - Los Angeles
 - Santa Barbara
 - Carmel
 - Cupertino
 - Fresno
 - Oakland
 - Sacramento
 - San Carlos
 - San Jose
 - Walnut Creek

KEY SERVICES AND AREAS OF EXPERTISE:

- Roadway Improvements and Rehabilitation/Reconstruction
- Complete Streets/ Streetscape
- Bicycle/Pedestrian Facility Enhancements
- ADA Improvements/ Upgrades
- Active Transportation Planning
- Landscape Architecture
- Traffic Signal/Lighting Design and Improvements
- Utility Improvements/Agency Coordination
- Signing/Striping

PRIMARY CONTACTS

Arturo Vivar, PE
Project Manager
16795 Von Karman Ave #240
Irvine, CA 92606
(949) 247-3928 - Direct

Rob Himes, PE
Principal in Charge
16795 Von Karman Ave #240
Irvine, CA 92606
(949) 247-3901 - Direct



IV. QUALIFICATIONS AND EXPERIENCE

TEAM OVERVIEW

To support our in-house team of professionals, we have included hand-selected subconsultants with whom we have successfully worked on previous projects. Our team of subconsultants includes Iteris Inc. for the electrical design, NCE for geotechnical investigations and pavement rehabilitations, Rincon Consultants for environmental documentation, and CL Surveying and Mapping (UDBE/DBE/MBE) for surveying and mapping services. Below are firm overviews for each subconsultant.

iteris Iteris, Inc. (Iteris), a Delaware corporation founded in 1987, is the market leader in providing Traffic Information Management Solutions to the Intelligent Traffic Management Industry. Decades of expertise in traffic management, along with superior services and patented products help detect, measure, and manage traffic and vehicular performance; minimize traffic congestion; and empower Iteris clients with solutions to better manage their transportation networks.

Iteris' staff are experts in transportation planning, traffic engineering, and Intelligent Transportation Systems (ITS). Knowledge of these practice areas enables the firm to provide comprehensive services ranging from initial traffic impact studies, transportation modeling, planning, systems engineering, and detailed design, through implementation and performance monitoring. Iteris combines the knowledge of transportation engineers, systems engineers, system integrators, software engineers, and transportation planners to offer an unmatched combination of talent and experience. Their innovative solutions help public agencies reduce traffic congestion, enhance transit use, monitor and manage transportation networks, and provide greater access to reliable traveler information.

NCE NCE is a client-focused engineering, science, planning, and construction services firm with special experience in pavements. They have extensive national, regional, and local geotechnical, civil, and environmental engineering experience in the planning, design, implementation, and construction of projects. They provide innovative and sustainable solutions integrated into pragmatic designs for streets, parking lots, erosion control, water quality, site assessments, pavement management and design, and utilities. Key capabilities include street and pavement structural design, bike/ped path design, Safe Routes to School and ADA retrofit design, transportation research, and determining sustainable treatment solutions and appropriate base repair quantities.

With over 85% of their work consisting of projects with public agencies, they understand the culture of cities and counties, and what is required to successfully complete projects on time and within budget.



Rincon Consultants, Inc. is a multi-disciplinary planning, environmental science, and engineering firm based in Ventura, California. Founded in 1994, Rincon operates ten California offices. Their ten managing principals have over 150 years of combined experience conducting and directing land use and environmental impact studies for a wide variety of public and private sector clients. They apply a hands-on, problem-solving approach to streamline the planning, environmental review, and land use permit process.

They have categorized land use planning and environmental planning services into six core areas of expertise including Environmental Sciences and Land Use Planning, Biological Resources, Site Assessment and Remediation, Water Resources, Cultural Resources, and Sustainability Services. They also have a Geographic Information Systems (GIS) and Graphics Communications group to enhance documents and support data analyses.

CL Surveying and Mapping, is a California Certified UDBE/DBE/MBE survey consultant company that provides surveying, mapping and construction support services. They provide field and office survey services for construction staking of utilities, street construction and site developments. They prepare Design Surveys as base mapping for Street Improvement Plans, utility routing, drainage studies and site development or redevelopment. They also prepare Records of Survey, Parcel Maps and Parcel Map Exemption Applications, Tract Maps, Legal Descriptions and ALTA Surveys. They bring extensive experience in researching record information utilizing web based records, written requests from agencies and utility companies and onsite review and research. Working with the various title companies, cities, and public agencies, they prepare submittal packages for Parcel Maps, Records of Survey, Tract Maps and Lot Line Adjustments including metes and bounds legal descriptions.

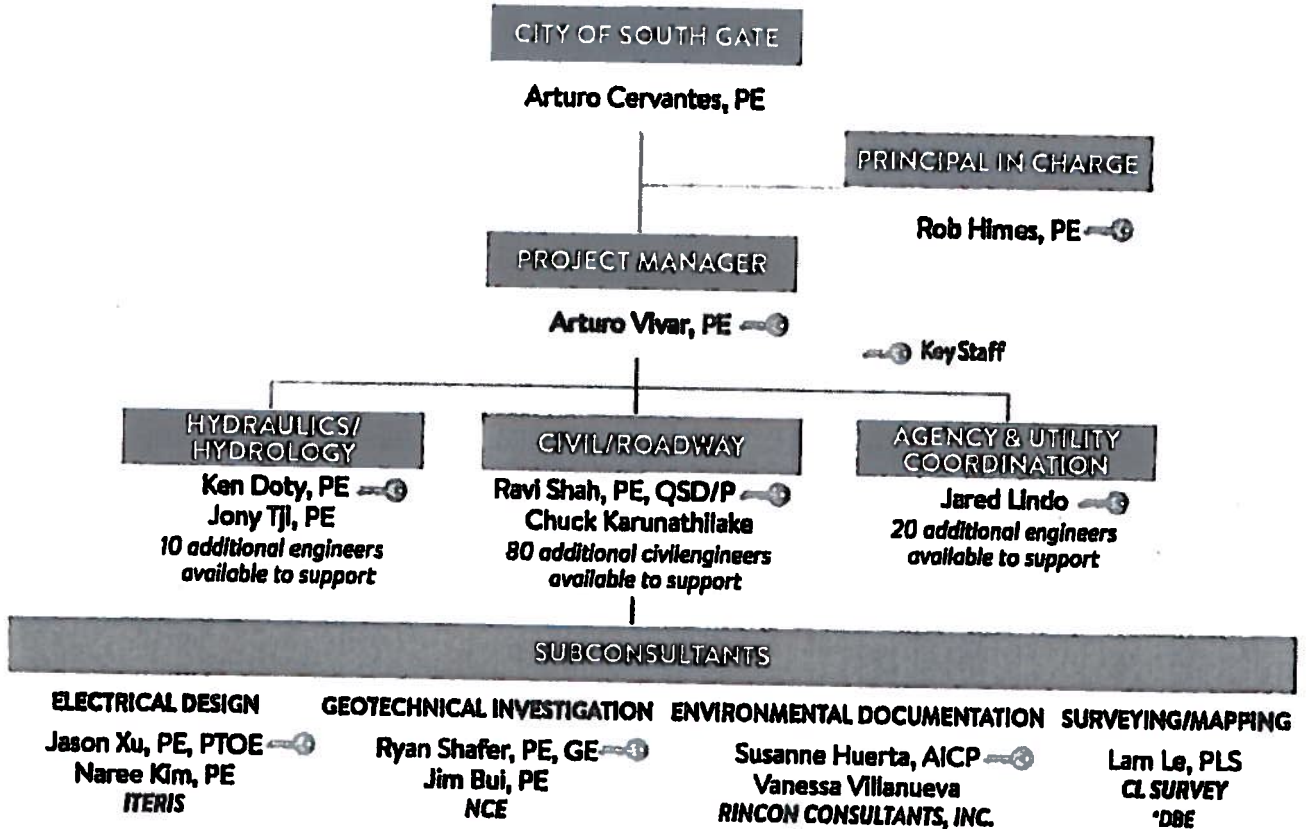


PROPOSAL

CHAKEMCO STREET IMPROVEMENTS PROJECT
CITY PROJECT NO. 593-ST
City of South Gate

FIRM ORGANIZATIONAL CHART

Our organization chart below depicts the lines of communication and structure we propose to implement for this contract. Below our organizational chart, is a list of our key staff, their percentage of availability for this project, and their current workload percentages.



KEY STAFF AVAILABILITY/CURRENT WORKLOAD

Below is a table identifying the staff members to be assigned to this project, along with their percentage of availability and current workload percentages. Resumes for each key staff member can be found on the following pages, and include education, areas of expertise, and relevant experience providing the required services outlined in the scope of work of the RFP.

Team Member	Firm	Role	Availability	% Current Workload
Arturo Vivar, PE	Mark Thomas	Project Manager	70%	30% Committed
Rob Himes, PE	Mark Thomas	Principal In Charge	30%	70% Committed
Ravi Shah, PE	Mark Thomas	Civil/Roadway Lead	50%	50% Committed
Ken Doty, PE	Mark Thomas	Hydraulics Lead	60%	40% Committed
Jared Lindo	Mark Thomas	Agency & Utility Coordination	60%	40% Committed
Jason Xu, PE, PTOE	Iteris	Electrical Design	50%	35% Committed
Ryan Shafer, PE, GE	NCE	Geotechnical Investigation	40%	60% Committed
Susanne Huerta, AICP	Rincon	Environmental Documentation	25%	60% Committed



EXPERIENCE OF FIRM AND TEAM ON SIMILAR PROJECTS

The Mark Thomas team has planned and designed a wide variety of locally and federally funded capital improvement projects throughout California, including for public agencies in Los Angeles and Orange Counties. Such projects have included roadway reconstruction, pavement rehabilitation, signing and striping, ADA improvements and upgrades, active transportation planning, traffic calming/signals, operational improvements, multimodal enhancements, highway widenings, bridge replacements, and storm drainage facilities.

Below is a table highlighting selected projects that demonstrate our ability to deliver projects similar in scope to that of the Chakemco Street Improvements Project.

Project	Description
<p>Multiple Pavement Rehabilitation Projects, Fullerton, CA</p> <p>Firm: Mark Thomas</p>	<p>Mark Thomas has prepared final design for four pavement rehabilitation projects on various roadways throughout the City of Fullerton. Work along these corridors included the evaluation of the existing pavement and the development of final plans for rehabilitation or replacement. The design included replacing non-ADA compliant curb ramps and replacing concrete sidewalks, curb, and gutter that were in poor condition. These projects include:</p> <p>Commonwealth Avenue: Rehabilitated 3,900 linear feet of Commonwealth Avenue between Vermont Avenue to Brookhurst Road, including intersection with Brookhurst Road</p> <p>North Berkeley Avenue: Rehabilitated 1,530 linear feet of North Berkeley Avenue between Harbor Boulevard and Valley View Drive.</p> <p>Yorba Linda Boulevard: Rehabilitated 2,600 linear feet of Yorba Linda Boulevard between Placentia Avenue and Bradford Avenue.</p> <p>Sunny Crest Drive: Rehabilitated 3,160 linear feet of Sunny Crest Drive between Valencia Mesa Drive and Valley View Drive.</p> <p>Client Reference: Yelena Voronel, City of Fullerton Phone: (714) 738-6858 303 W. Commonwealth Avenue, Fullerton, CA 92832</p>
<p>Rosedale Highway (SR-58) Widening and Rehabilitation, Bakersfield, CA</p> <p>Firm: Mark Thomas</p>	<p>Mark Thomas provided final design services for widening approximately 5.5 miles of SR 58 (Rosedale Highway) from SR 99 to Allen Road. This conventional highway is on the National Highway System within City of Bakersfield, County of Kern, and Caltrans District 6 right of way. The project adds one lane in each and a raised median, improved 12 traffic signals and installed signal interconnection. The design also includes a Class II bike lane, sidewalks, crosswalks, and ADA compliant curb ramps meeting new Caltrans Standards.</p> <p>A major component of the project is the rehabilitation of the existing pavement and the new lanes. The pavement in the existing lanes through the entire project was rehabilitated using grind and overlay technique. The pavement for the new lanes is a thicker section in order to withstand the heavy truck loads.</p> <p>Client Reference: Roan Sandoval, City of Bakersfield Phone: (661) 326-3433 900 Truxtun Avenue, Suite 200, Bakersfield, CA 93301</p>
<p>Warner Avenue Widening and Improvement Project, Santa Ana, CA</p> <p>Firm: Mark Thomas</p>	<p>We are providing design services to the City of Santa Ana for the widening and improvement of Warner Avenue, from Main Street to Oak Street. Warner Avenue will be widened from a four-lane undivided arterial to a six-lane divided arterial to conform to the City and County arterials master plan. The six-lane arterial includes a curb separated Class IV bike lane which will serve to connect two Class I bike lane facilities, a first within Orange County.</p> <p>The project also includes landscape improvements and permanent water quality improvement features within the parkway areas. A major component of the project is the installation of drainage infrastructure. The existing storm drainage system carries a major watershed system within a 66-inch reinforced concrete pipe. Our review of the existing and proposed drainage system resulted in value engineering savings that allowed the system to be downsized from the proposed 18-foot by 8-foot reinforced concrete box to an 88-inch reinforced concrete pipe.</p> <p>Client Reference: Mindy Ly, City of Santa Ana Phone: (714) 647-5665 20 Civic Center Plaza M 36, Santa Ana, CA 92702</p>

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CHAKEMCO STREET IMPROVEMENTS PROJECT
CITY PROJECT NO. 593-ST
 City of South Gate

Project	Description
<p>Bayside Drive Improvements Project, Newport Beach, CA</p> <p>Firm: Mark Thomas</p>	<p>Mark Thomas is providing engineering, geometric and transportation design services to complete this roadway project that will greatly improve pedestrian safety, bicycle connectivity, and overall vehicular and multimodal operations in the city of Newport Beach. Currently in the early stages, this project includes four distinct elements; pavement rehabilitation, improvements to the PCH (SR 1) intersection which involves Caltrans approvals, traffic calming elements, and bicycle and pedestrian improvements.</p> <p>Key services that we are providing include:</p> <p>Pavement Rehabilitation: We will implement creative rehabilitation strategies for the pavement along Bayside Drive which shows signs of recent crack seals and significant wear at the ECH intersection.</p> <p>Complete Streets: We will improve vehicle, bicycle, pedestrian, and transit connectivity with the addition of bike lanes, sidewalks, mid-block crossing, and crosswalks to provide an inviting and safe corridor.</p> <p>Caltrans Approval and Permitting: Improvements to the intersection with ECH will require approvals from Caltrans. We will submit the encroachment permit as soon as the geometry has been approved.</p> <p>Urban Design: We will develop high level landscape concepts for the landscaping and hardscape design that will include raised medians, islands, decorative pavement treatments, sidewalks and crosswalks, and planting and irrigation.</p> <p>Client Reference: Patrick Arciniega, PE, City of Newport Beach (Public Works Department) Phone: (949) 644-3311 100 Civic Center Drive, Newport Beach, CA</p>
<p>C-Street/I-110 Freeway Improvements Project, Los Angeles, CA</p> <p>Firm: Iteris, Inc.</p>	<p>Iteris served as the Traffic Engineering Consultant on a multi-disciplinary consulting team to the Port of Los Angeles in support of roadway re-alignment project that provides traffic and electrical engineering design services to include the following:</p> <p>Traffic Signal Design plans (both City of Los Angeles and Caltrans); Traffic Signal Removal Plan at Figueroa Street and Harry Bridges Blvd (City of Los Angeles); Signing and Striping plans (City of Los Angeles); Signal Interconnect Plans (City of Los Angeles); Street Lighting Plans (City of Los Angeles); 3-Stage Worksite Traffic Control Plans (City of Los Angeles); 3-Stage Temporary Traffic Signal Plans (City of Los Angeles); Pavement Delineation Plans (Caltrans); Stage Construction Plans (Caltrans); Overhead Sign Plans</p> <p>The project includes modifying I-110 northbound off ramp to connect with the new Harry Bridges Boulevard re-alignment and modifying I-110 northbound on ramp. The project is funded by the Port of Los Angeles and requires close coordination with Los Angeles Department of Transportation (LADOT), Bureau of Street Lighting (BSL), Los Angeles Department of Water and Power (LADWP), Department of Cultural Affairs (DCA) and Caltrans for plans review and approval.</p> <p>Client Reference: Sue Lai, Port of Los Angeles, Engineering Division Phone: (310) 732-3649 425 S. Palos Verdes Street, San Pedro, CA 90731</p>
<p>Street Rehabilitation Program, Berkeley, CA</p> <p>Firm: NCE</p>	<p>NCE developed an integrated street investment plan for this \$30M, multi-year street surface seal, rehabilitation, and reconstruction project in the city of Berkeley. The project spans more than 30 miles and 150 street sections, and includes the investigation and design of cost-effective treatment strategies to address drainage and flooding issues, incorporate ADA improvements (such as pedestrian crossings, curb ramps, and accessibility upgrades), and integrates sustainable measures to reduce emissions and accelerate street improvements throughout the city of Berkeley. NCE also conducted deflection testing and provided pavement analysis and design for the City's arterials.</p> <p>Client Reference: Wendy Wong, City of Berkeley Phone: (510) 981-6428 2180 Mivva Street, Berkeley, CA 94704</p>
<p>East Broadway Complete Streets, IS-MND, Long Beach, CA</p> <p>Firm: Rincon Consultants</p>	<p>Rincon is currently preparing a Final IS-MND for the East Broadway Complete Streets Improvements Project in Long Beach, California. The project involves repaving approximately 1.7 miles of East Broadway between Alamitos Avenue and Redondo Avenue, and modifying the roadway between Alamitos Avenue and Temple Avenue to install safety improvements, including protected bike lanes on both sides of the street and a buffer to separate bicycle traffic from vehicular traffic.</p> <p>Client Reference: Christopher Koontz, AICP, Long Beach Development Services, Planning Bureau Phone: (562) 570-6288 333 West Ocean Blvd, 5th Floor Long Beach, CA 90802</p>



KEY STAFF RESUMES

Below are our key staff resumes, highlighting each team member's education and relevant experience in delivering projects similar in scope to that of the Chakemco Street Improvements Project.

ARTURO VIVAR, PE

Arturo brings more than 16 years of experience delivering transportation design projects within Southern California. He has extensive experience providing civil and transportation design for roadway widenings, intersection modifications, pavement rehabilitation, and multimodal enhancements. Arturo is experienced in transportation and civil engineering projects for public agencies. His projects have involved roadway widenings, highway interchange improvements, street rehabilitation and drainage improvements, in accordance to the Caltrans HDM, AASHTO, and local agency requirements.

PROJECT ROLE
Project Manager

EDUCATION
BS in Civil
Engineering,
California State
University, Fullerton

REGISTRATION
CA C70076

REPRESENTATIVE PROJECTS

WARNER AVENUE WIDENING AND IMPROVEMENTS, SANTA ANA, CA

Project manager for the final PS&E to widen over 1,600 linear feet of Warner Avenue from Main Street to Oak Street. The project converts the roadway from a four lane undivided arterial to a six-lane divided arterial to conform to the City & County arterials master plan. The six lane arterial includes curb separated Type IV bike lane which will serve to connect two Type I bike lane facilities including the Pacific Electric Bicycle Trail.

SR 58 (ROSEDALE HIGHWAY) WIDENING AND IMPROVEMENTS PROJECT, BAKERSFIELD, CA

Project manager responsible for internal and external technical design coordination and the roadway design engineer of record for widening approximately 5.5 miles of SR 58/ Rosedale Highway from SR 99 to Allen Road. The project adds one lane in each direction median improvements, and turn lanes at specific intersections.

BAYSIDE DRIVE IMPROVEMENTS PROJECT, NEWPORT BEACH, CA

Deputy project manager for this improvement project in Newport Beach. Mark Thomas was recently selected to provide engineering, geometric and transportation design services to complete this roadway project that will greatly improve pedestrian safety, bicycle connectivity, and overall vehicular and multimodal operations. Key services include Caltrans approval and permitting, pavement rehabilitation, complete streets/ urban design, and bike/ped improvements.

MULTIPLE PAVEMENT REHABILITATIONS, FULLERTON, CA

Mark Thomas is providing on-call civil engineering services for the City of Fullerton. Services include roadway pavement design, drainage study, storm drain and sanitary sewer systems, storm water management practices and other miscellaneous civil engineering and maintenance work. The following task orders are currently in progress or recently completed and are representative of the sample projects to be completed as part of the on-call contract: Yorba Linda Boulevard Pavement Rehabilitation, Commonwealth Avenue Reconstruction Project, Berkeley Avenue Pavement Rehabilitation, and Sunny Crest Drive Reconstruction Project

US-101 HOV & US-101 REHABILITATION PROJECTS, SANTA BARBARA, CA

Project support for the preliminary design services to evaluate geometrics for \$300M, 4.5-mile HOV widening and pavement rehabilitation projects. The project involves the preparation of 35% "Decision-Point Documents" for highway and interchange improvements along US 101 from Cabrillo Boulevard to Padaro Lane. Project elements also include reconstruction of two interchanges with left-lane off ramps, replacement of three bridges of FEMA-regulated creeks, retaining walls along the sea cliff, sound walls, and pavement rehabilitation. Specific responsibilities including evaluating geometrics for the Los Patos Way off-ramp and stage construction options for the Cabrillo Boulevard and Sheffield Drive interchanges.



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ROB HIMES, PE

Rob has more than 31 years of experience in municipal and transportation engineering. He has worked with municipalities, agencies and Caltrans to plan and design highway, roadway, bridge, and utility infrastructure improvements. Rob is a Principal of the firm and specializes in all aspects of transportation projects ranging from feasibility studies to final PS&E. He has a detailed understanding of the Caltrans HDM, AASHTO "Green Book", and other applicable design guidelines and criteria. His focus is on client service, ensuring the delivery of accurate work that serves our client's goals, while working within budget and targeted schedule.

PROJECT ROLE
Principal in Charge

EDUCATION
BS in Civil
Engineering,
University of
California, Berkeley

REGISTRATION
CA C45787

REPRESENTATIVE PROJECTS

BAYSIDE DRIVE IMPROVEMENTS PROJECT, NEWPORT BEACH, CA

Principal in charge for this improvement project in Newport Beach. Mark Thomas is providing engineering, geometric and transportation design services to complete this roadway project that will greatly improve pedestrian safety, bicycle connectivity, and overall vehicular and multimodal operations. Key services include Caltrans approval and permitting, pavement rehabilitation, complete streets/urban design, and bike/ped improvements.

SR 58 (ROSEDALE HIGHWAY) WIDENING AND IMPROVEMENTS PROJECT, BAKERSFIELD, CA

Principal in charge for final design services for widening approximately 5.5 miles of SR 58/Rosedale Highway from SR 99 to Allen Road. The project will add one lane in each direction, median improvements, and turn lanes at some intersections.

MULTIPLE PAVEMENT REHABILITATIONS, FULLERTON, CA

Mark Thomas is providing on-call civil engineering services for the City of Fullerton. Services include roadway pavement design, drainage study, storm drain and sanitary sewer systems, storm water management practices and other miscellaneous civil engineering and maintenance work. The following task orders are currently in progress or recently completed and are representative of the sample projects to be completed as part of the on-call contract: Yorba Linda Boulevard Pavement Rehabilitation, Commonwealth Avenue Reconstruction Project, Berkeley Avenue Pavement Rehabilitation, and Sunny Crest Drive Reconstruction Project

US 101 HOV & US 101 REHABILITATION PROJECTS, SANTA BARBARA, CA

Principal in charge/project manager responsible for overseeing the preliminary design services to evaluate geometrics for the \$300M, 4.5-mile HOV widening and pavement rehabilitation projects. The project involves the preparation of 35% "Decision-Point Documents" for highway and interchange improvements along US 101 from Cabrillo Boulevard to Padaro Lane. Project elements include reconstruction of two interchanges with left-lane off-ramps, replacement of three bridges of FEMA-regulated creeks, retaining walls along the sea cliff, sound walls, and pavement rehabilitation.

STATE COLLEGE BOULEVARD RAILROAD GRADE SEPARATION, FULLERTON, CA

Principal in charge for the development of the grade separation design, preparation of final PS&E for construction, drainage design, drainage plans and profiles, and hydrology and hydraulic calculations. The project includes a railroad bridge, special design retaining walls, pump station, signal and lighting modifications, parking lot site improvements, water and sewer relocations, utility coordination, and survey and right of way support.

I-5/KATELLA AVENUE UNDERCROSSING, ANAHEIM, CA

Principal in charge responsible for development and submittal of project approval document, geometric alternatives and final design (with mandatory/advisory design exception approval), and contract documents. Project includes utility investigation, identification and coordination with utility owners for facility relocation designs and review of traffic analysis, environmental, and water quality documents.

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PROPOSAL

CHAKEMCO STREET IMPROVEMENTS PROJECT
CITY PROJECT NO. 593 ST
City of South Gate



RAVI SHAH, PE, QSD/P

Ravi has more than 10 years of experience providing project management expertise in the design of highway and local infrastructure improvements. Managing numerous simultaneous projects, leading teams and building consensus are a few of the many strengths Ravi has developed as a project engineer. Ravi is well versed at managing fast-paced, multi-agency/discipline projects.

PROJECT ROLE
Civil/Roadway Lead

EDUCATION
BS in Civil
Engineering, Cal
Poly Pomona

REGISTRATION
CA C79183
QSD/P 25656

REPRESENTATIVE PROJECTS

WARNER AVENUE WIDENING AND IMPROVEMENT PROJECT, SANTA ANA, CA
Project engineer for the final PS&E to widen over 1,600 linear feet of Warner Avenue from Main Street to Oak Street. The project will convert the roadway from a four lane undivided arterial to a six-lane divided arterial to conform to the City and County arterials master plan. The six lane arterial includes curb separated Type IV bike lane which will serve to connect two Type I bike lane facilities including the Pacific Electric Bicycle Trail. Responsibilities include development of cross section alternatives, roadway design, and drainage improvements.

BAYSIDE DRIVE IMPROVEMENTS PROJECT, NEWPORT BEACH, CA
Roadway/Drainage design engineer for this improvement project in Newport Beach. Mark Thomas is providing engineering, geometric and transportation design services to complete this roadway project that will greatly improve pedestrian safety, bicycle connectivity, and overall vehicular and multimodal operations. Key services include Caltrans approval and permitting, pavement rehabilitation, complete streets/urban design, and bike/ped improvements.

SR 58 (ROSEDALE HIGHWAY) WIDENING AND IMPROVEMENTS PROJECT, BAKERSFIELD, CA
Project engineer responsible for overseeing the coordination and relocation of impacted utilities and the design of stage construction plan sheets for widening approximately 5.5 miles of SR 58/Rosedale Highway from SR 99 to Allen Road. The project will add one lane in each direction, median improvements, and turn lanes at certain intersections.

US 101 HOV & US 101 REHABILITATION PROJECTS, SANTA BARBARA, CA
Project engineer responsible for preliminary design services to evaluate geometrics for \$300M, 4.5-mile HOV widening and pavement rehabilitation projects. Project elements also include reconstruction of two interchanges with left-lane off-ramps, replacement of three bridges of FEMA-regulated creeks, retaining walls along the sea cliff, sound walls, and pavement rehabilitation.

STATE COLLEGE BOULEVARD RAILROAD GRADE SEPARATION PROJECT, FULLERTON, CA
Construction support for the development of the grade separation design, preparation of final PS&E for construction, drainage design, drainage plans and profiles, and hydrology and hydraulic calculations. The project includes a railroad bridge, special design retaining walls, pump station, signal and lighting modifications, parking lot site improvements, water and sewer relocations, utility coordination, and survey and right of way support.

GERALD DESMOND BRIDGE DESIGN-BUILD REPLACEMENT PROJECT, LONG BEACH, CA
Design engineer responsible for the design of detour, traffic handling & staging plans and development of the traffic management plan for this design-build project. The overall project includes the construction of an innovative cable-stayed, six-lane bridge that will replace the existing four-lane structure.

10/30/2011

PROPOSAL

CHAKEMCO STREET IMPROVEMENTS PROJECT
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City of South Gate

KEN DOTY, PE, QSD

Ken has more than 29 years of experience in municipal and transportation engineering with Mark Thomas. Ken is experienced in all aspects of the preparation of PS&E specializing in transportation improvement projects, including Caltrans facilities. He brings extensive experience in the preparation of the hydrology and hydraulic reports. He has also led the design of the storm drain improvements, temporary drainage and water line during construction, and water and sewer relocations for projects.

PROJECT ROLE

Hydraulics/
Hydrology

EDUCATION

BS in Civil
Engineering, Oregon
State University

REGISTRATION

CA C47228
QSD 47228

REPRESENTATIVE PROJECTS

NORTH BERKELEY AVE RECONSTRUCTION PROJECT, FULLERTON, CA

Project manager responsible for preparing geotechnical report and final design plans, specification and estimate for the reconstruction of North Berkeley Avenue between Harbor Boulevard and Valley View Drive. The project is approximately 1,530 feet in length and will include the reconstruction of curb, gutter, sidewalk, cross gutters and various curb ramps to meet current ADA standards.

US 101 HOV & US 101 REHABILITATION PROJECTS, SANTA BARBARA, CA

Project support for this \$300M, 4.5-mile HOV widening and pavement rehabilitation project. Project elements include reconstruction of two interchanges with left-lane off-ramps, pavement rehabilitation, replacement of three bridges of FEMA-regulated creeks, retaining walls along the sea cliff, and sound walls.

YORBA LINDA BLVD RECONSTRUCTION PROJECT, FULLERTON, CA

Project manager responsible for preparing geotechnical report and final design plans, specification and estimate for the reconstruction of Yorba Linda Boulevard from Placentia Avenue to Bradford Avenue. The project is approximately 2,600 feet in length and will include the reconstruction of curb, gutter, sidewalk, cross gutters and various curb ramps to meet current ADA standards.

JARED LINDO

Jared has more than 7 years of experience in municipal and transportation engineering. Over the course of his career at Mark Thomas, he has been involved in the utility coordination and utility mapping, preparation of traffic control plans, right of way acquisition, project design, striping, and preparation of plans, project reports and estimates for a variety of projects for public agencies throughout California.

PROJECT ROLE

Agency/Utilities
Coordination

EDUCATION

BS in Civil
Engineering,
California State
University, Fresno

REGISTRATION

EIT 135986

REPRESENTATIVE PROJECTS

SR 58 (ROSEDALE HIGHWAY) WIDENING/IMPROVEMENTS, BAKERSFIELD, CA

Design engineer responsible for project staging, utility mapping, traffic handling, and utility coordination. There are extensive utility relocations involved, requiring extensive coordination. The five mile roadway widening project crosses two boundary lines and is coordinated with three governing agencies. Improvements include an ADA corridor, widened roadway, reduced medians, new curb, gutter, and sidewalk.

WARNER AVENUE WIDENING AND IMPROVEMENT PROJECT, SANTA ANA, CA

Design support for the final PS&E to widen over 1,600 linear feet of Warner Avenue from Main Street to Oak Street. The project converts the roadway from a four lane undivided arterial to a six-lane divided arterial to conform to City and County arterials master plan. The arterial includes curb separated Type IV bike lane which will serve to connect two Type I bike lane facilities. Responsibilities include development of cross section alternatives, roadway design, and drainage improvements.

I-710 UTILITY RELOCATION STUDY, LOS ANGELES COUNTY, CA

Design engineer responsible for preparation of a utility relocation study along the central segment of the I-710 Corridor, between the I-405 interchange and the Los Angeles River. The project requires extensive coordination with utility companies and other agencies as utility relocation would impact underground major gas, oil, sewer, communication, and water lines, and the relocation of Southern California Edison's 220 kv transmission corridor and 66-kv lines.

11/18/2020

JASON (FENG) XU, PE, PTOE
 Senior Engineer



Mr Xu serves as a Senior Engineer for Iteris' Transportation Systems division and has been with the firm since January 2018. Mr. Xu has more than 11 years of experience working in the fields of traffic engineering and design, Traffic Signal Synchronization (TSS) and operation optimization, signal system trouble-shooting and integration, freeway and arterial performance analysis, traffic forecasting model operation, transportation system simulation, and a variety of engineering studies. Mr. Xu is skilled in signal timing implementation and fine-tuning through a variety of central programs and at intersections. He has led primary implementation and continuous traffic signal monitoring for numerous multi-jurisdiction traffic signal synchronization projects. Mr. Xu is also highly experienced with technologies of traffic signal system interconnect, video detection, Transit Signal Priority (TSP), and emergency vehicle preemption. He has worked on high-profile projects for public agencies and private developers throughout the United States and China.

EDUCATION

- MS, Civil Engineering, University of Nevada, Reno, NV, 2007
- MS, Transportation, Beijing Jiaotong University, Beijing, China, 2004
- BS, Transportation Engineering, Beijing Jiaotong University, Beijing, China, 2001

REGISTRATIONS

- Civil Engineer (PE)
 - CA #80744, 2011
- Professional Traffic Operations Engineer (PTOE)
 CA #3480

YEARS OF EXPERIENCE: 11

CORE COMPETENCIES

- Traffic Engineering and Design
- Signal Synchronization and Timing
- ITS Planning, Design & Integration
- ITS Systems Engineering
- TMC Operations
- Traffic Engineering & Operations
- Transportation Simulation and Planning

MEMBERSHIPS

- Institute of Transportation Engineers (ITE)

Project Experience

Pacific Coast Highway Traffic Signal Synchronization (TSS), Orange County Transportation Authority (OCTA) - Orange County and City of Newport Beach, CA

Mr. Xu is providing engineering support on this regional traffic signal synchronization project for OCTA. This project will: 1) develop a PS&E package for approximately 11 miles of fiber optic cable, integration of three new HD CCTV surveillance cameras, a new DMS sign and system; 2) upgrade 15 controllers to 2070 controllers for Caltrans and provide fiber optic communication connection to City Hall and Caltrans TMC; 3) develop new timing plans for the entire corridor which include 4 timing plans; 3 weekday peak period timing plans and a weekend timing plan; and 4) provide 24 months of O&M services to maintain the communication system as well the signal timing operations of the corridor. The project began in June 2016 and is ongoing.

San Bernardino Valley Coordinated Traffic Signal System Project, San Bernardino County Transportation Authority (SBCTA) - San Bernardino County, CA

Mr. Xu is providing engineering support on this regional signal synchronization project to assist 16 local agencies within the San Bernardino Valley area to improve traffic progressions along many key regional corridors. Jason assists in the assessment of the existing signal operation and development traffic signal coordination master plans for five different sub regions within the Valley. The Master Plan will serve as a roadmap for all future signal coordination in the Valley. Second, update signal coordination timings for over 500 traffic signals with a goal of reducing travel times, delays and GHG emissions.



J. Ryan Shafer, P.E., G.E.

Principal

Ever since Ryan Shafer was young, he has enjoyed watching buildings and infrastructure take shape. While pursuing his bachelor's and master's degrees, his interests became more focused on soils, geology, and geotechnical engineering and how each aspect played a role in the project process. As his career developed, he has used his skills in civil engineering to serve cities and their communities.

With experience in geotechnical and infrastructure engineering, Ryan enjoys the entire project cycle, seeing the design team's hard work and coordination translate into improved environments. He finds gratification in "developing long-lasting client relationships, understanding what is important to clients and the communities they serve, and observing how this ultimately results in improved roads, bridges, bike paths, and utilities." Having worked for municipal clients throughout California, Ryan adds value by helping cities and counties manage and maintain their streets and roads. He applies his expertise to paving programs from the early stages of condition surveys to providing support during construction.

Representative Pavement/Civil/Geotechnical Design Projects

Pavement Rehabilitation - City of Orinda, California

Project Manager and Geotechnical, Civil and Pavement Engineer. Due to NCE's understanding of alternative rehabilitation methods such as cold-in-place recycling and full depth reclamation—approaches proven to save 12% in costs over traditional mill and fill—the City selected NCE for its pavement rehabilitation project. The use of rubberized cape seals with aggressive base repairs provided significant cost savings (approximately half the cost of overlays), and NCE used slurry seal treatments on 3 roadways. NCE provided condition surveys; falling weight deflectometer (FWD) testing; coring; analysis and design; preparation of PS&E documents; and bid and design support during construction (DSDC).

Camino Pablo Pavement Rehabilitation - City of Orinda, California

Geotechnical, Civil and Pavement Engineer. Ryan served as pavement and geotechnical engineer for this project, which stabilized the roadway and improved drainage and pedestrian facilities along Camino Pablo. The scope included pavement evaluation, testing and coring; pavement analysis and design; topographic surveying; pavement rehabilitation; drainage improvements; improvements to pedestrian facilities; ADA curb ramps; project bidding and DSDC.

Street Rehabilitation - City of Berkeley, California

Project Manager. NCE is implementing the City's \$30 million, multi-year street surface seal, rehabilitation, and reconstruction project. Ryan oversaw the development of pavement design and plans, and PS&E for the first phase of the project. With a construction cost over \$6 million, it included more than 6 miles of street rehabilitation and reconstruction, nearly 7 miles of surface seal street sections and the replacement or retrofit of nearly 300 curb ramps among other improvements. NCE's pavement design solutions included cost-effective treatments that provided environmental benefits.

Annual Street Rehabilitation Projects - Camarillo and Santa Clarita, California

Project Manager/Pavement and Geotechnical Engineer. NCE performed pavement condition surveys, FWD testing, pavement coring, pavement design and analysis to develop alternative pavement treatments, prepared PS&E documents, coordinated with utility companies, and provided bid and DSDC. Design considerations included extensive ADA compliant curb ramps, median reconfiguration, curb and gutter repair, drainage issues, traffic striping and markers, base repairs, milling, wedge grinds, crack sealing, and existing utilities and traffic loops.



Education

B.S., Geological Engineering, 1996
Colorado School of Mines
M.S., Geotechnical Engineering, 1998,
University of California, Berkeley

Registrations and Certifications

Professional Engineer - Civil, CA (#62349)
Professional Engineer - Geotechnical, CA (#2713)

Affiliations

American Society of Civil Engineers
American Public Works Association

Joined NCE

2005

Total Years of Experience

16 years

Ryan has served as project manager for the pavement design of hundreds of streets and roads throughout California using numerous preventive maintenance and rehabilitation alternatives and asphalt mixes including:

- ☐ Slurry seals
- ☐ Scrub seals
- ☐ Chip seal (both conventional and rubberized)
- ☐ Cape seals
- ☐ Microsurfacing
- ☐ Ultrathin Bonded Wearing Surface
- ☐ Cold In-Place Recycling
- ☐ Conventional Asphalt Overlays and Mill and Fills
- ☐ Conventional Pavement Reconstruction
- ☐ Full Depth Reclamation
- ☐ Rubberized Hot Mix Asphalt
- ☐ Conventional Hot Mix Asphalt
- ☐ Warm Mix Asphalt



Rincon Consultants, Inc.
Environmental Scientists · Planners · Engineers

Susanne Huerta, AICP

SENIOR ENVIRONMENTAL PLANNER

Susanne Huerta is an environmental planner for Rincon's Environmental Sciences and Planning group responsible for managing and preparing environmental and planning documents and technical impact analyses for a variety of projects. She has extensive experience conducting and preparing environmental analyses in accordance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Her experience includes a wide range of projects for utility-scale renewable energy development, oil and gas development, flood control and water infrastructure, and linear electrical transmission developments.

EDUCATION

Master of Urban Planning; New York University, Robert Wagner Graduate School of Public Service, 2007

B.A., Geography; University of California, Los Angeles, 2004

CERTIFICATIONS

American Institute of Certified Planners, Certified Environmental Planner (026358)

AFFILIATIONS

American Planning Association

EXPERIENCE

Rincon Consultants, Inc (2015 - present)

Aspen Environmental Group (2007 - 2015)

Burgis Associates, Inc. (2006 - 2007)

PROJECT EXPERIENCE

DEVELOPMENT PROJECTS

- Founders Village Project IS-MND and Technical Studies, City of Chino Hills
- Coptic Orthodox Church IS-MND, City of Chino Hills
- Almansor Park Parking Structure Project IS-MND, City of Alhambra
- Santa Ana First Street Family Apartments IS-MND, AMCAL
- 88th St. and Broadway Senior Housing IS/EA, NHS of Los Angeles County
- 328 N. Oakhurst Drive Residential Development IS-MND, City of Los Angeles
- 7985 Santa Monica Blvd IS-MND, City of West Hollywood
- 9908 S Santa Monica Blvd EIR, City of Beverly Hills
- 9000 Wilshire Blvd CE, City of Beverly Hills
- Arcadia Hotel IS-MND and Technical Studies, Pacific Design Group

ENERGY INFRASTRUCTURE PROJECTS

- Downs Substation IS/MND, San Bernardino County
- Valley South Subtransmission EIR, Riverside County
- Vine Substation IS/MND, San Diego County
- Parker-Davis Transmission System Operation & Maintenance Program, Arizona, California, Nevada
- Coolwater Lugo Transmission Project (CLTP) EIR/EIS, San Bernardino County
- Tehachapi Renewable Transmission Line Project (TRTP) EIS/EIR, Los Angeles County/Kern County/San Bernardino County

PERMITTING AND COMPLIANCE

- Expansion of Playa Del Rey Energy Storage Facility, City of Los Angeles
- Topaz Solar Project, San Luis Obispo County

EDUCATIONAL FACILITIES

- Cherry Ave Charter School MND, City of Long Beach
- Keck Graduate Institute Mixed-Use Project IS-MND, City of Claremont
- USC Student Housing Project CE Technical studies, Canfield Development

RENEWABLE ENERGY

- Aspiration Solar MND, Fresno County
- Del Sur Solar Ranch EIR, Los Angeles County
- Alta East Wind Project EIR/EIS, Kern County

PROJECT UNDERSTANDING AND APPROACH

Understanding of Need

The Chakemco Street Project provides the City with the opportunity to address several deficiencies of the alley-type street that connects the busy Atlantic Avenue arterial to the newly built Legacy Lane. The project objectives include the following:

- Provide a safe pedestrian route to school.
- Mitigate poor street drainage.
- Implantation of stormwater treatment BMPs.
- Reconstruct or rehabilitate the existing roadway pavement using cost efficient strategies.
- Minimize impacts to businesses on both sides of the road.
- Maintain traffic capacity and operations.

The existing Chakemco Street has an alley-type cross section, lacks an ADA pedestrian route, and requires pavement rehabilitation. There are a number of businesses that use the street as a main access to their business and also for additional parking. There are several above surface utility appurtances that will require relocation or adjustments to conform to a new roadway configuration. The street will require a significant transformation in order to accomplish all of the project objectives. Mark Thomas has analyzed and developed a few design options to help the City accomplish the project objectives. The preliminary layout below shows one of those options.



Project Design Understanding

Mark Thomas understands the type of challenges this project faces and has a proven record of providing innovative solutions for the design of pedestrian facilities, stormwater treatment BMPs and value engineering for overall project efficiency. Our project approach of each element highlighted below will provide the City with safe, cost efficient and functional solutions for Chakemco Street

Environmental

We anticipate that either a Categorical Exemption (CE) or an IS-MND will be the appropriate California Environmental Quality Act (CEQA). It is highly unlikely that an environmental impact report (EIR) would be required for the project; however, if our analysis identifies an environmental impact that will or may be significant, we will contact the City immediately to discuss an appropriate course of action. Minimizing impacts to both the adjacent businesses, improving drainage issues and maintaining traffic operations will be key to obtaining a CE approval.

Our approach to this project will be to prepare a brief technical analyses of each of the possible exceptions listed in CEQA Guidelines Section 15300.2 that could potentially preempt the use of a CE for the project. Upon completion of the technical analyses, Our team will fill out the Notice of Exception (NOE), citing appropriate sections of the CEQA Guidelines and after any public hearing necessary, file the NOE with the County Clerk following Project Approval.

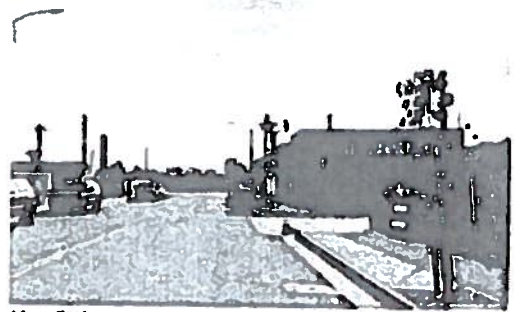
For a complete Environmental Scope description, please see Scope of Work Task 5.3 and Task 5.4.

Pedestrian Safe Route

It is apparent that the existing Chakemco Street cannot safely accommodate pedestrians of all abilities and that a safe pedestrian path is needed. Mark Thomas will design a pedestrian pathway which would include "safe routes to school" features in order to safely accommodate the high volume of children that will use this at peak school hours. Options for a pedestrian path have been included in the various street design options in Figure 2: Cross Section Alternatives, on the following page.

Roadway

The existing right-of-way width is 40 feet and does not appear to have a heavy volume flow, however, this could change with new school traffic flow. The limited right-of-way does not allow for a standard City Street section (60 feet wide) to be implemented without significant right-of-way impacts. Considering the budget for construction, a modified section that fits within the existing right of way may be a desirable option. This solution would fit within the construction budget and would also meet the project's objective.



New Pedestrian Route at Legacy Lane

A similar street modification was recently completed along the adjacent Tweedy Boulevard, which narrowed the roadway to 24 feet and provided 8-foot sidewalks on both sides. However, there are different considerations along Chakemco Street that would not allow that "alley type" of roadway design to be the best fit for Chakemco Street. Those features include; the need for on-street parking, drainage issues and large truck turning needs for the US Truck Sales lot that uses this street to access the sales lot. Mark Thomas has designed a roadway section that could meet all project objectives while avoiding any permanent right-of-way impacts. Please see the next page for Figure 2: Cross Section Alternatives.

Geotechnical and Pavement Design

Chakemco Street is a highly industrial and commercial corridor, with badly deteriorated pavement and drainage that will require significant rehabilitation or reconstruction. The asphalt concrete pavement, for the most part, exhibits moderate to high severity alligator cracking, with potholes present at driveways and at the perimeter of the concrete drainage valley gutter, which is located in the center of the street. The valley gutter is cracked at approximate 5-foot intervals or less and appears to be structurally unsound in some locations. In some places there is insufficient cross slope to facilitate proper drainage to the valley gutter, which causes the water to pond and may saturate the pavement base and subgrade leading to further deterioration. The extensive skin patches placed along the corridor also show extensive distress or failure.

The purpose of the pavement engineering design services will be to provide the most cost efficient pavement rehabilitation strategies available based on sustainable, green technology and complete streets elements, such as, Asphalt Rubber Hot Mix for rehabilitation, Full Depth Recamation or Cold in Place Reconstruction

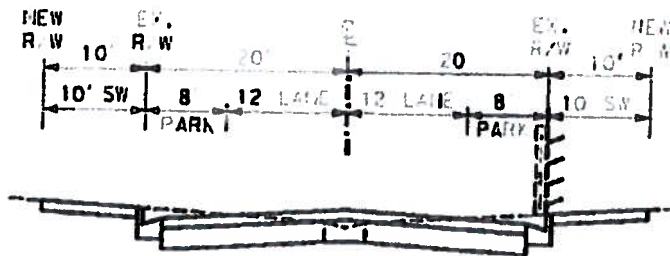
PROPOSAL

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City of South Gate



Figure 2: Cross Section Alternatives

1. Standard City Section (Per City Local Standard)



Alternative 1 Key Features

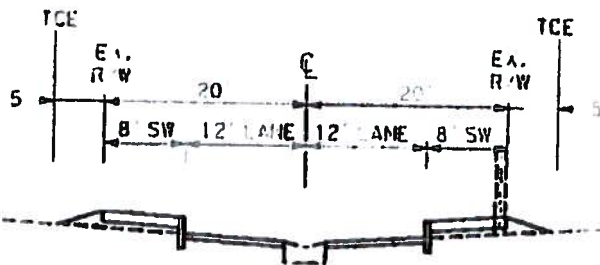
Pros:

- City Standard
- Solves Drainage Issues
- Provides a Safe Pedestrian Route
- Allows for Truck Turning (For U.S. Truck Sales)
- Allows for On-Street Parking

Cons:

- Large ROW Takes
- Most Costly Option
- Impacts Building (Sales, Aluminum Lures)
- Requires Relocation of Power Pole

2. Modified Alley Section (Similar to Tweedy Boulevard)



Alternative 2 Key Features

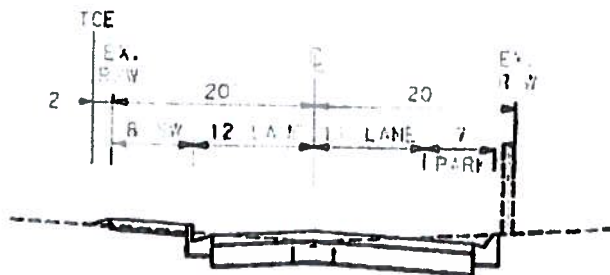
Pros:

- No Permanent ROW Impacts
- Least Costly Option
- Provides a Safe Pedestrian Route

Cons:

- Does Not Solve Drainage Issues
- Does Not Allow for Large Truck Turning
- Does Not Allow for On-Street Parking
- Not City Standard

3. Modified Local Road Section



Alternative 3 Key Features

Pros:

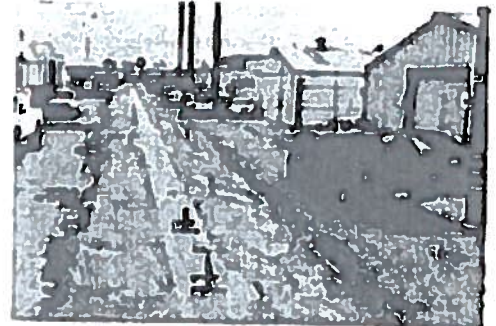
- Solves Drainage Issues
- No Permanent ROW Impacts
- Provides a Safe Pedestrian Route (North or South Side Only)
- Allows for On-Street Parking
- Allows for Large Truck Turning (For U.S. Truck Sales)

Cons:

- Not City Standard
- Rolled Curb for Business Access

Storm Drain Upgrades

Storm Drain improvements within this portion of Chakemco Street may be required due to the apparent ponding due to poor drainage. Mark Thomas will perform a hydrology study to provide guidance to the location and type of storm drain improvements needed. It is anticipated that any new storm drain system along Chakemco Street will be tied to the main system along Tweedy Boulevard. Ideally, if any new inlets are necessary along Chakemco Street, a BMP should be installed based on the amount of urban runoff visually observed during our field investigations.



Existing Drainage Problems

Water Quality Management

The project's scope includes the need for BMP's at 3 locations outside the project limits. Mark Thomas has vast experience designing and implementing all localized BMP's as requested. After a thorough review of site conditions and underground utilities, we will recommend the best fit BMP for each location. As an example, where parkway width exceeds 7 feet wide and a catch basin is nearby, a Filterra Bioretention is the best fit, because it would minimize disruption to existing facilities, can be connected to existing inlets and is a closed system, where no external soil infiltration or analysis is needed and is easily maintained. However, if there are underground utilities located under the existing parkway, maybe a shallower system such as a modular wetlands is more suitable.

Considering the project's budget, a minimal approach will be taken in order to simplify the design, construction and minimize long term maintenance cost of each BMP.

Utilities and Undergrounding Coordination

Utility coordination will be a key factor for this project, because of the number of above surface utility facilities that will require relocation or adjustments. This will require long lead times for relocation, placing this item on the critical path for construction.

Mark Thomas' approach to the utility coordination task will include the typical "ABC" process from Caltrans, where major and minor risk items are identified. We will take a second step located those conflicting utilities to a satisfactory level of confidence using a combination of potholing and other cost efficient locating strategies. This additional effort will reduce risks during construction and provide both the City and Mark Thomas with the information necessary to make informed decisions during the design phase. The City's interest to underground the Southern California Edison (SCE) lines that are currently located on the south side of the street, will require much more coordination and lead time for coordination, and assuming that SCE is 100% liable for the costs.



SCE Power Poles

The SCE underground work will be challenging because the existing power-poles appear to include SCE distribution lines and SCE communication lines and other owners' telecommunication lines. The proposed undergrounding could potentially result in two separate utility trenches, due to the separation requirements for SCE underground lines to other utilities.

Mark Thomas is currently working with SCE staff on the I-710 Improvements-Utility Study which also includes SCE underground coordination and concept design of those facilities. The key is facilitating meetings with technical experts that can coordinate feasible concept designs for all stakeholders and facilitate the work that SCE needs to complete.

If the city determines that SCE Undergrounding work is needed, we added an Optional Task 2.3 for the additional effort required for this type of coordination. The Utility Coordination work associated with all other utilities is included in our base scope and fee.

PROPOSAL

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1 of 1

SCOPE OF WORK

The Mark Thomas team will address these key issues and deliver the project with a turnkey approach using the following scope of work, which has been based upon the scope of services listed in the RFP.

Task 1. Project Management

1.1 Project Management/Coordination/Meetings: Agency coordination, including with the City and other project stakeholders will also be provided. This will include coordinating with meetings, e-mails and phone calls as necessary to manage this project. The estimated design coordination meetings are 12, excluding utility coordination meetings.

1.2 CPM Schedule, Progress Reports and Budgets: The draft CPM schedule included in this proposal will be updated, incorporating comments received from the PDT. The CPM schedule will be updated and prepared for discussion at each Progress Meeting.

1.3 Mark Thomas will monitor project delivery cost and provide budget status reports upon City request.

Task 1 Deliverables:

- CPM Master Schedule, Schedule Updates, and Progress Reports
- Meeting Materials, Agendas and Minutes for up to 12 meetings.

Task 2. Agency and Utility Coordination

We will work with the City to obtain available record drawings and other pertinent data for the project including as-builts, GIS information, preliminary engineering reports, and utility information from the City of South Gate, County of LA and Other agencies as necessary.

2.1 Utility Mapping: Mark Thomas will utilize As-Built data and utility maps obtained by the utility companies to prepare base mapping and identify all utilities on the plans that are within the project limits.

2.2 Utility Conflict Mapping Procedure: We will assist the City with typical "ABC" process of utility letters including:

2.2.1 Utility "A" Letter: The Utility "A" Letters will be sent to each utility to request as-built mapping of their facilities.

2.2.2 The utility mapping developed for the PS&E will be verified. Mapping will be verified through topographic surveys.

2.2.3 Utility "B" Letter: Maps showing the utility mapping and the proposed improvements will be sent to the utility companies for verification.

2.2.4 Utility "C" Letter: Final plans along with a letter will be sent to the utility companies showing the existing utilities and the final design. Potholing will be utilized to locate utilities to mitigate potential conflicts. We will retain a vacuum pothole company to positively identify the depths, material type, and size of known critical facilities. 10 Potholes have been estimated for this scope. This base utility coordination task excludes the SCE undergrounding coordination, which is included as Optional Task 2.3.

Task 2.3 SCE Undergrounding Coordination (Optional): If the City chooses, Mark Thomas will conduct coordination and facilitate the relocation design of the SCE overhead distribution line, located along the southerly right-of-way line. The coordination assumes additional meetings, design coordination and utility trench design to accommodate an Underground electrical line.

Task 2 Deliverables:

- Records Obtained from City and Outside Agencies
- Utility Company Correspondence Letters ("ABC" Letters)
- Utility mapping shown on the base mapping
- Pothole Data (10)
- Certified List of Utilities per USA

Task 3. Right-of-Way Impact Maps and Acquisition (Optional)

Establish a budget for four (4) legal description and exhibit preparation. Documents will be prepared and stamped by Professional Land Surveyor and provided to the Client for attachment to grant documentation provided by others.

Task 4. Monument Restoration (Optional)

Pre-construction corner records will be prepared for those existing centerline monuments located within the project limits, estimated at six (6). These corner records will be prepared in accordance with the California Land Surveyor's Act 8771 (b) and filed with the Los Angeles County Surveyor's Office. After construction is completed, these corner records may be utilized to re-establish the monuments that may be destroyed during the pavement rehabilitation work. Post construction corner records would then be prepared and filed with County of Los Angeles.

Task 5. Preliminary Engineering

Task 5.1 Field Survey and Right-of-way: Mark Thomas will conduct field survey and prepare topographic files per City requirements and will include the following:

- Perform a field topographic survey to document existing site topography and planimetrics, street cross section shall be at 25' intervals.
- Conduct the field measurements necessary to re-trace the centerlines and rights-of-ways within the project limits. This effort does not constitute a full and complete boundary survey of the adjacent land parcels.
- Establish a site-wide network of horizontal/vertical control to serve as the basis for any subsequent boundary, topographic, or construction staking surveys that may be required throughout the course of the project.

Task 5 Deliverables:

- Digital terrain model, topographic data plotted in CAD and an ASCII file of the topographic survey points.

Task 5.2 Geotechnical Investigations and Pavement Rehabilitation Strategies

NCE will provide geotechnical engineering, pavement and subgrade design, and the scope of work as specified below:

- a) Perform a pavement condition survey of the street based on distresses. Pavement condition surveys serve the purpose of further refining the appropriate pavement rehabilitation treatments that are developed based on coring, testing, and analysis.
- b) NCE will collect pavement section core samples (4"–8" diameter cores) at four locations to a depth of approximately 2.5 feet below the surface. The coring locations will be marked with white paint for utility locations by Underground Service Alert (USA).
- c) Using the data obtained above, NCE will perform pavement analysis and design services, and develop pavement rehabilitation and preventive maintenance recommendations for the street. NCE will perform its analysis in accordance with the Greenbook and Caltrans Highway Design Manual and will review the Traffic Index report prepared by others. NCE will develop pavement structural section recommendations expressed in the form of a Traffic Index (TI) that will be provided by the City. NCE will develop recommendations including, but not limited to, the following:
 - Conventional Hot Mix Asphalt (HMA) pavement overlays
 - Warm Mix Asphalt (WMA)
 - Asphalt Rubber Hot Mix (ARHM) overlays
 - Alternative rehabilitation methods (in place recycling, mill & fill treatments, etc.)
 - Quantities and treatments of failed pavement sections (base repairs)

Based on NCE's preliminary site review, it may be possible for the City to consider two recycling techniques that may result in significant cost savings.

5.2 (d) (Optional) Percolation/Infiltration Tests: NCE conducted a cursory geotechnical and groundwater data review of readily available information and noted that while groundwater levels vary in the area, they appear to be predominantly shallow at the City selected treatment sites ranging from 5 to 10 feet. If the groundwater is this shallow, costly percolation/infiltration testing for the three optional sites for the Storm Water Biofiltration System will not yield useful data and is therefore noted as an optional item.

5.2 (e) (Optional) Pavement Deflection testing: If requested, NCE can perform non-destructive pavement deflection testing in accordance with California Test Method (CTM) 356 to evaluate the structural capacity of the existing pavement section on rehabilitation streets.

Task 5.3 Environmental Studies (CE)

The Mark Thomas Team anticipates that either a Categorical Exemption (CE) or an IS-MND will be the appropriate California Environmental Quality Act (CEQA) document for the project and have provided scopes of work for both options. We believe that it is highly unlikely that an environmental impact report (EIR) would be required for the project; however, if our analysis identifies an environmental impact that will or may be significant, we will contact the City immediately to discuss an appropriate course of action. Per RFP, this scope task includes support and assistance for the City assuming a CE is the appropriate Environmental Document for the project.

CE Work plan will include:

1. Draft Technical Analyses. Rincon will prepare brief technical analyses of each of the possible exceptions listed in CEQA Guidelines Section 15300.2 that could potentially preempt the use of a CE for the project. These include:
 - a. Location: We will verify that the site is not in a particularly sensitive environment.
 - b. Cumulate impact: We will confirm that significant cumulative impacts would not occur.
 - c. Unusual circumstances: We will verify that there are no unusual circumstances.
 - d. Scenic resources: We will confirm that the project would not damage scenic resources.
 - e. Hazardous waste sites: We will determine whether the site is on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.
 - f. Historical resources: We will verify any impacts to historical resources.
2. Draft Notice of Exemption (NOE). Upon completion of the technical analyses, Rincon will fill out the NOE, citing appropriate sections of the CEQA Guidelines. We anticipate that the project will be exempt under CEQA Guidelines Section 15302, which applies to replacement or reconstruction of existing facilities.
3. Final Technical Analyses and NOE. We will respond to internal review comments on the technical analyses and NOE and prepare the final versions of both.
4. Hearing Attendance. We will attend one public hearing on the project.
5. NOE Filing. We will file the NOE with the County Clerk following project approval.

Task 5.4 Environmental Studies (IS-MND) (Optional)

In the unlikely event that the project requires an IS-MND, the Mark Thomas team is ready to support the City with the preparation and filing of the IS-MND. A detailed scope of work shall be provided at the City's request. This alternative Environmental Document work (Task 5.4) has been identified as an optional task in the fee estimate.

Tasks 6-8 Plans, Estimate and Specifications (PS&E)

Plans: We will prepare 60%, 90% and 100% level design plans, specifications and estimates based on the approved 30% design. The PS&E packages will include at minimum: Title Sheet, Typical Sections, Roadway Plans, Details, Drainage Plan and Profiles, Signing and Striping, Water Quality Plans, Street Lighting, Utility Relocation Plans and Details, Irrigation and Landscaping.

Final cross sections at every 25-feet will be provided at the submittal of the 100% level design plans. A Drainage Analysis Report will be prepared to determine the drainage improvements needed. The drawings will be prepared in AutoCAD 2015 or 2018 and will be prepared at a scale of 1"=20', signing and striping plans may be prepared at 1"=40' and details shown at 1"=10' as needed.

Special Provisions: We will prepare (in MS word) Special Provisions in accordance with the Greenbook Standard Specifications for Public Works Construction (2015 Edition). The specifications will include a bid item list as typically required in the General Provisions.

Cost Estimate: We will prepare (in MS Excel) an Engineer's Estimate of Construction Costs based on estimated quantities and available construction cost utilizing Caltrans Contract Cost Data, RS Means and/or readily available data from similar past projects. Backup of all quantities and unit cost will be provided prior to construction. We will utilize contingency values based on industry standards, however, City to agree upon these values.

Task 6-8 Deliverables:

- Plans (30%, 60%, 95%, 100% and Final)
- Specifications (30%, 60%, 95%, 100% and Final)
- Estimate of Construction Cost (30%, 60%, 95%, 100% and Final)
- General Cross Sections (100%)

Task 9. Construct Bidding Phase Services

Mark Thomas will provide its services during the bid phase of the project by reviewing and responding to Request for Clarifications and issuing Addenda to the bid package as necessary to facilitate construction. Additional addenda not included in the original project scope, will be considered extra work.

Task 10. Pre-Construction Meeting and Job Site Meetings

Mark Thomas will attend the pre construction meeting with the City to clarify and answer any question of the Construction Documents. We will continue to support the City with any Job Site Meetings and attend construction progress meetings as needed in order to assist with any technical questions or provide solution to unforeseen issues during construction. It is anticipated that a maximum of 8 meetings will be needed.

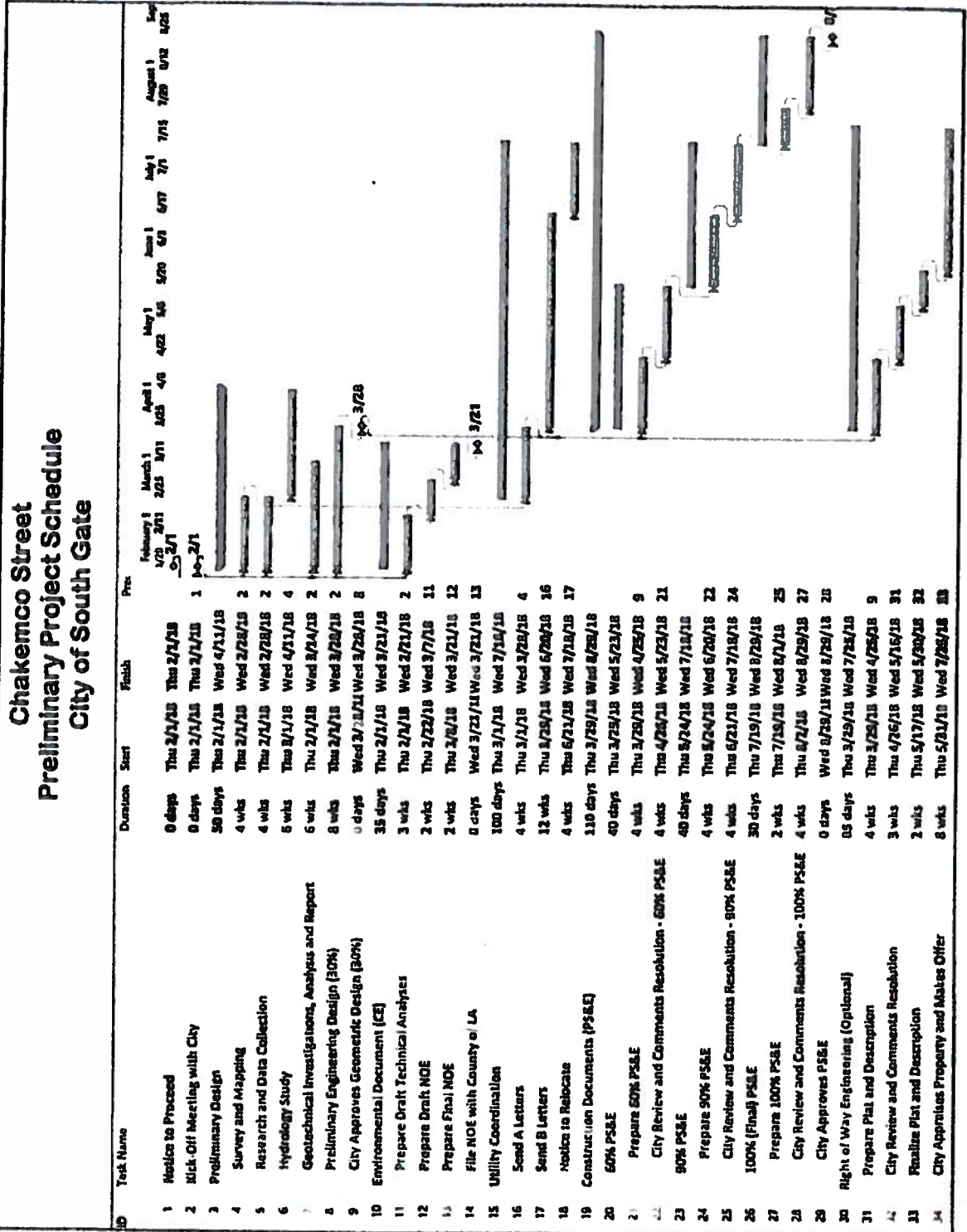
Task 11. Construction Support

Mark Thomas will provide assistance to the City during the construction phase of this project. This includes attending meetings, answering RFI's, reviewing submittals, reviewing shop drawings, field observations, interpretation of bid documents, and clarifications. We will also assist the City in reviewing Construction Change Orders and changes in field conditions. (Assumed 20 RFIs, 10 Submittals, maximum.)

Task 12. As-builts

Upon completion of construction and during project closeout, Mark Thomas will prepare record drawings from a redlined set (provided by the City) documenting revisions to the final conformed bid set for City records.

PROJECT SCHEDULE

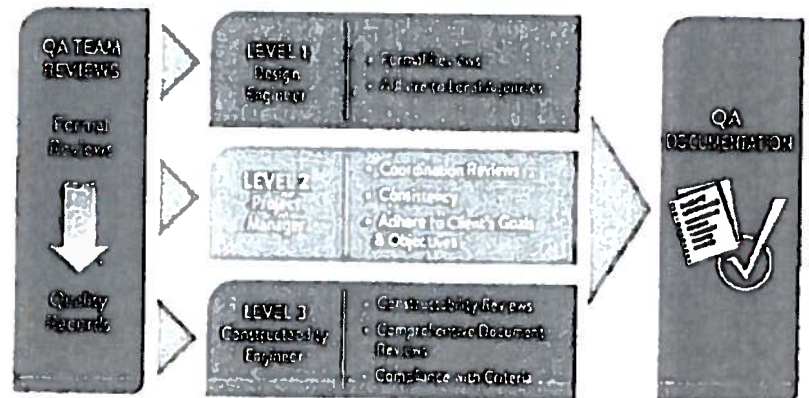


QA/QC PROCEDURES

Mark Thomas firmly believes that Quality Assurance/Quality Control (QA/QC) is a company wide effort. Throughout the Project with the City, Mark Thomas will implement a QA/QC program in accordance with our Quality Management Manual. This document clearly defines the firm's quality management system and ensures implementation of the Company's quality policies at all levels. All Mark Thomas team members will adhere to this Plan. Each of our respective firms supports the idea that it is our responsibility to produce high-quality products that will result in developing a clearly defined and cost-effective project. The Mark Thomas team will operate under a Total Quality Management system of which a specific QC Plan is only a part of the overall system. The Total Quality Management program is a continuous process, used not just at project milestones, but on a daily basis as work flows from desk-to-desk, discipline-to-discipline, and consultant to client.

Mark Thomas' reputation has been built upon the delivery of high-quality services to our clients. The production of these high quality deliverables is founded upon documented procedures and design practices for a system of independent checking and reviews that are implemented on all of our projects.

Recognizing the design consultant's responsibility for the accuracy and completeness of the plans and other design documents, Mark Thomas and each of our subconsultants are dedicated to their established programs of strict quality assurance and control. These programs assign specific individuals to, and define the requirements for, quality control activities.



Project Delivery Approach

The Mark Thomas team believes that there are three inter-related elements influencing successful project delivery from a technical standpoint. These elements are *quality, risk, and constructability*. Recognizing their inter-dependencies, managing these three elements together will require experience and foresight that the Mark Thomas team has exemplified on past projects. The inter-relationship of these three areas include cross-over elements between each speciality area. As an example, Value Analysis covers elements of both constructability as well as risk assessment, and defensible technical documents are the result of both a solid quality program as well as incorporation of constructability reviews and features. Managing these three elements together will result in quality, value added products that will meet the City's cost and schedule expectations.

Providing accurate costs and minimizing unnecessary design changes are critical to keeping projects on schedule and within budget. Mark Thomas has effectively used this approach on every project in which our clients and appropriate agency representatives jointly participated in any changes to the original scope of work. The key to success is to keep all parties informed of any potential issues/changes with timely and continuous communication. Mark Thomas is committed to informing the City as soon as possible if any proposed design revisions have the potential to affect the established schedule and budget.

Engineering costs will be controlled by frequent monitoring and early identification of any design issues affecting project costs. This monitoring is easily accomplished through our comprehensive work breakdown structure (WBS). Prior to commencing work, budgets and schedules for each component of the WBS are reviewed with each team member. Costs will be constantly reviewed throughout the duration of the project. If the estimated costs begin to exceed established funding estimates, Mark Thomas will present design alternatives to reduce the cost to the budgeted amount, or other funding alternatives will be explored.

REFERENCES

We are proud of our track record of successfully completing projects and meeting the project goals and needs of our clients. Below is a list of our references for projects similar in scope to that of the Chakemco Street Improvements Project. We are confident you will find that our references will attest to our exceptional performance.

Reference Name/ Title	Agency	Project(s)	Contact Information
<u>Yelena Voronel</u> Principal Civil Engineer	City of Fullerton	Multiple Pavement Rehabilitation and Reconstruction Projects, Fullerton, CA: - Yorba Linda Blvd. Rehabilitation - Commonwealth Ave. Reconstruction - North Berkeley Ave. Rehabilitation - Sunny Crest Drive Rehabilitation	Phone: (714) 738-6858 Email: yelenav@ci.fullerton.ca.us City of Fullerton 303 W. Commonwealth Avenue Fullerton, CA 92832
<u>Roanl Sandoval</u> Engineer	City of Bakersfield	SR 58 (Rosedale Highway) Widening and Rehabilitation Project, Bakersfield, CA	Phone: (661) 326-3433 Email: rsandoval@bakfieldfreeways.us City of Bakersfield 900 Truxtun Avenue, Suite 200 Bakersfield, CA 93301
<u>Mindy Ly</u> Project Manager	City of Santa Ana	Warner Avenue Widening and Improvements Project, Santa Ana, CA	Phone: (714) 647-5665 Email: mly@santa-ana.org City of Santa Ana 20 Civic Center Plaza M-36 Santa Ana, CA 92702
<u>Patrick Arciniega</u> Senior Civil Engineer	City of Newport Beach	Bayside Drive Improvements Project, Newport Beach, CA	Phone: (949) 644-3347 Email: parciniega@newportbeachca.gov City of Newport Beach Public Works Department 100 Civic Center Drive Newport Beach, CA 92658

INSURANCE REQUIREMENTS

Mark Thomas carries \$1,000,000 in insurance coverage for comprehensive general liability and automotive liability. We also comply with all insurance minimums as required by law for its Workers' Compensation Insurance.

CONSULTANT AGREEMENT

Mark Thomas has reviewed the sample of the City's standard consultant agreement. The indemnity included in the sample contract is not compliant with Senate Bill 496. It is our assumption that the indemnity language will be updated to reflect the change in State law. We take no other exceptions to the contractual requirements



MARK THOMAS

March 1, 2018

City of South Gate
8650 California Avenue
South Gate, CA 90280
Attention: Clint Herrera

RE: Revised Fee Proposal for Chakemco Street Improvements, City of South Gate

Dear Mr. Herrera,

Mark Thomas (MT) is very excited that the City of South Gate has selected our team to deliver the preliminary engineering and environmental documents, civil design, surveying, geotechnical, and PS&E for the Chakemco Street Improvements Project (City Project No. 593-ST).

After further discussions with the City, we have modified our fee proposal. The fee to perform this work is \$96,340.16. The updated scope of work and hourly fee breakdown for each task is included in the fee estimate for your review.

Thank you for this opportunity. We look forward to working with the City and serving you on this project. If you have any questions, comments, or refinements to our revised fee proposal or the scope of work, please call me directly at (949) 247-3928 or e-mail me at avivar@markthomas.com.

Sincerely,

MARK THOMAS

Arturo Vivar, PE
Project Manager



COST PROPOSAL FOR PROJECT SCOPE - City of South Gate: Street Improvements Chakemco Street between Wright Road/Atlantic Ave and Legacy Lane

MARK THOMAS	Mark Thomas						Subcontractors						TOTAL HOURS	TOTAL COST
	\$120	\$41	\$32	\$37	\$38	\$38	Trade (Trade)	Electrical	Plumbing	Mechanical	Other			
Ready Rate (Average # classification, actual # manual)	120	41	32	37	38	38	Trade (Trade)	Electrical	Plumbing	Mechanical	Other	TOTAL HOURS	TOTAL COST	
1.0 Project Management														
1.1 Meeting Schedules/Agendas and Minutes	2	30	12			12	80	\$2,500	-	-	-	-	0	\$2,500
1.2 Certified Project Schedule		8				8	80	1,600	-	-	-	-	0	1,600
1.3 Monthly Progress Reports	2	6				12	80	2,400	-	-	-	-	0	2,400
Subtotal Phase 1	2	44	12	0	0	32	280	6,900	0	0	0	0	0	6,900
2.0 Agency and Utility Coordination														
2.1 Utility Research and Base Map		2				2	40	800	-	-	-	-	0	800
2.2 Utility Coordination		4	16			8	200	3,200	-	-	-	-	0	3,200
Subtotal Phase 2	0	6	16	0	0	10	240	4,000	0	0	0	0	0	4,000
3.0 Preliminary Engineering														
3.1 Field Survey and Right of Way		2				2	40	1,200	-	6,000	-	-	0	7,200
3.2 Geotechnical Investigations and Payment Reports		2				2	40	1,200	-	-	11,600	100	0	13,000
3.3 Environmental Studies (EIS)		2				2	40	1,200	7,800	-	-	80	0	9,800
Subtotal Phase 3	0	4	0	0	0	4	80	3,600	7,800	11,600	180	0	0	23,080
4.0 Plan Preparation														
4.1 Geometric Concept Layout		8	24	0		32	400	3,200	-	-	-	-	0	3,200
4.2 SDP Plans		8	24	20	40	112	1,400	11,200	-	4,000	-	-	0	16,600
4.3 SDP Plans		8	24	20	24	76	950	7,600	-	1,400	-	-	12	9,012
4.4 SDP Plans		4	12	10	16	42	525	4,200	-	1,400	-	-	12	5,637
Subtotal Phase 4	0	24	60	20	24	70	2,875	23,600	0	6,800	0	0	0	33,075
5.0 Cost Estimates														
5.1 20% CEM							0	0	-	-	-	-	0	0
5.2 30% CEM		2				2	40	1,200	-	-	-	-	0	1,200
5.3 50% CEM		2				2	40	1,200	-	-	-	-	0	1,200
5.4 100% CEM		2				2	40	1,200	-	-	-	-	0	1,200
Subtotal Phase 5	0	6	0	0	0	6	120	3,600	0	0	0	0	0	3,600
6.0 Construction (Initial Phase Services)														
6.1 Stoppout during Bid Phase		4	0			4	80	1,600	-	-	-	-	0	1,600
Subtotal Phase 6	0	4	0	0	0	4	80	1,600	0	0	0	0	0	1,600
7.0 Pre Construction Meeting and Job Site Monitor														
7.1 Meeting Minutes		4				4	80	1,600	-	-	-	-	0	1,600
Subtotal Phase 7	0	4	0	0	0	4	80	1,600	0	0	0	0	0	1,600
8.0 Respond to Request for Information and Submittals														
8.1 Respond to Request for Information and Submittals		4	0	12		16	200	1,600	-	-	-	-	0	1,600
Subtotal Phase 8	0	4	0	12	0	16	200	1,600	0	0	0	0	0	1,600
9.0 Prepare Record Drawings (As-Built)														
9.1 As-Built Original Record Drawings		4		16		20	200	1,600	-	-	-	-	0	1,600
Subtotal Phase 9	0	4	0	16	0	20	200	1,600	0	0	0	0	0	1,600
MARK THOMAS	2	100	112	140	176	200	2,800	23,600	0	0	0	0	0	26,400
Subcontractor Allowances														
TRAFFIC CONTROL									0	0	0	0	0	0
Architectural Entry Drawings									0	0	0	0	0	0
MARK THOMAS COST	\$110,000	\$2,000,000	\$4,000,000	\$4,000,000	\$3,000,000	\$2,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
TRAFFIC CONTROL	\$100,000	\$1,000,000	\$2,000,000	\$2,000,000	\$1,500,000	\$1,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Architectural Entry Drawings	\$100,000	\$1,000,000	\$2,000,000	\$2,000,000	\$1,500,000	\$1,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
MARK THOMAS TOTAL	\$210,000	\$3,000,000	\$6,000,000	\$6,000,000	\$4,500,000	\$3,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	
TRAFFIC CONTROL	\$100,000	\$1,000,000	\$2,000,000	\$2,000,000	\$1,500,000	\$1,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Architectural Entry Drawings	\$100,000	\$1,000,000	\$2,000,000	\$2,000,000	\$1,500,000	\$1,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
MARK THOMAS TOTAL	\$210,000	\$3,000,000	\$6,000,000	\$6,000,000	\$4,500,000	\$3,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	
TRAFFIC CONTROL	\$100,000	\$1,000,000	\$2,000,000	\$2,000,000	\$1,500,000	\$1,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Architectural Entry Drawings	\$100,000	\$1,000,000	\$2,000,000	\$2,000,000	\$1,500,000	\$1,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
MARK THOMAS TOTAL	\$210,000	\$3,000,000	\$6,000,000	\$6,000,000	\$4,500,000	\$3,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	
TRAFFIC CONTROL	\$100,000	\$1,000,000	\$2,000,000	\$2,000,000	\$1,500,000	\$1,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Architectural Entry Drawings	\$100,000	\$1,000,000	\$2,000,000	\$2,000,000	\$1,500,000	\$1,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
MARK THOMAS TOTAL	\$210,000	\$3,000,000	\$6,000,000	\$6,000,000	\$4,500,000	\$3,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	

Please note that the rates shown are for estimating purposes only. See rate schedule for actual subcontracting.

RECEIVED

JAN 20 2021

City of South Gate
CITY COUNCIL

Item No. 11

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

9:20am

AGENDA BILL

For the Regular Meeting of: January 26, 2021

Originating Department: Public Works

Department Director:

Arturo Cervantes

Interim City Manager:

Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2020-104-AC WITH KOA CORPORATION FOR ADDITIONAL CONSTRUCTION INSPECTION SERVICES FOR THE 5610 IMPERIAL HIGHWAY OFF-SITE IMPROVEMENTS PROJECT

PURPOSE: KOA Corporation is under contract with the City to provide construction inspection services for the 5610 Imperial Highway Off-Site Improvements Project (Project). Amendment No. 1 is needed to fund additional construction inspection services through the completion of construction. These services have been fully funded by the developer, Westport Construction, Inc.

RECOMMENDED ACTIONS: The City Council will consider the following:

- a. Approve Amendment No. 1 to Contract No. 2020-104-AC with KOA Corporation for additional construction inspection services, through the completion of construction, of the 5610 Imperial Highway Off-Site Improvements Project, in an amount not-to-exceed \$65,000;
- b. Appropriate \$90,000 in funds received from the Westport Construction, Inc., and deposited into Revenue Account No. 100-4340 (Public Works Permits) to Account No. 100-701-31-6106 (General Fund – Public Works Engineering – New Development/Other Services) to fund the cost of this Contract No. 2020-104-AC; and
- c. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: Amendment No. 1 is in the amount of \$65,000 and it will be funded with \$90,000 in funds received from the developer (Westport Construction Inc.). Said funds were deposited into Revenue Account No. 100-4340 and are recommended to be appropriated to Account No. 100-701-31-6106 to fund Contract No. 2020-104-AC and Amendment No. 1.

Description	Developer Funds
Contract No. 2020-104-AC	\$25,000
Amendment No. 1	\$65,000
Revised Contract Amount	\$90,000

ANALYSIS: Westport Construction, Inc., was issued an encroachment permit to construct sewer and off-site improvements for their development project located at 5610 Imperial Highway. The improvements include but are not limited to the installation of the following: 6" VCP sewer lateral; 2" water service line; 4" water service line; and 4" diameter fire hydrant guard post. The improvements also include construction of new concrete sidewalk, driveway approach, and curb and gutter. Construction is currently ongoing and scheduled to be completed in March 2021.

As a part of the encroachment permit, the City was required to provide inspection services which Westport Construction, Inc., was required to fund. The City's inspection services are being provided by KOA Corporation (KOA), under Contract No. 2020-104-AC, which was awarded administratively.

Westport Construction, Inc.'s initial schedule of work was to complete construction of the off-site improvements in 25 working days. As such, the contract with KOA was also for 25 working days. Westport Construction, Inc., has extended again their construction schedule by 65 working days. Accordingly, the contract with KOA must also be extended by 65 working days. Amendment No. 1 provides funding for inspection services for the 65-day extension.

Westport Construction, Inc. added 65 days to the construction schedule to provide time for additional construction activities. Five days was added for the construction of off-site improvements, and 60 days was added for the construction of sanitary sewer system improvements on Imperial Highway.

BACKGROUND: KOA was administratively awarded a construction inspection services contract pursuant to a competitive selection process.

On October 6, 2020, the City issued a Request for Proposal for inspection services for the 5610 Imperial Highway Off-site Improvements Project (Project) to the City's three On-Call Consultants. Three fee proposals were received.

Consultant	Fee Proposal
KOA Corporation	\$25,000
Interwest Consulting Group	\$25,000
Willdan	\$27,008

A panel consisting of the City Traffic Engineer and Assistant Engineer reviewed the proposals and selected KOA for the contract. The selection was based on the qualifications of the consultant. KOA's proposed construction inspector has prior work experience on water, sewer and off-site improvements, which is the primary scope of work of the Project.

On November 10, 2020, Contract No. 2020-104-AC with KOA Corporation was administratively approved in the amount of \$25,000. The scope of services of the contract include field administration, inspection of traffic control setup, inspection of construction activities to ensure they conform with the encroachment permit and its conditions, and a photo-log of the project site.

Amendment No. 1 is needed to fund 65 days of additional construction inspection services through the end of construction of the Project.

Westport Construction, Inc. provided the City a deposit of \$90,000. It was deposited into the General Fund and requires an appropriation to fully fund KOA's additional construction inspection services.

Construction began on November 10, 2020 and is it scheduled to be completed on March 26, 2021.

- ATTACHMENTS:** A. Proposed Amendment No. 1
B. Contract No. 2020-104-AC

JR:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-104-AC
FOR ADDITIONAL CONSTRUCTION INSPECTION SERVICES
FOR THE 5610 IMPERIAL HIGHWAY OFF-SITE IMPROVEMENTS PROJECT
BETWEEN THE CITY OF SOUTH GATE AND KOA CORPORATION**

This Amendment No. 1 to Contract No. 2020-104-AC for additional Construction Inspection Services for the 5610 Imperial Highway Off-Site Improvements Project ("Amendment No. 1"), is made and entered into on January 26, 2021, by and between the City of South Gate, a municipal corporation ("City"), and KOA Corporation, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, on November 10, 2020, Contract No. 2020-104-AC was administratively approved for Professional Services with KOA Corporation ("Agreement") to provide construction inspection services for 25 days for the 5610 Imperial Highway Off-Site Improvements Project, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000); and

WHEREAS, City and Consultant desire to execute Amendment No. 1 to provide additional construction inspection services for the 5610 Imperial Highway Off-Site Improvements Project, extending the term of the Agreement for an additional 65 days, in an amount not to exceed Sixty-Five Thousand Dollars (\$65,000), for completion of the Scope of Services identified in Exhibit "A", attached hereto and made a part to this Amendment No. 1, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Ninety Thousand Dollars (\$90,000).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. SCOPE OF WORK.** Consultant agrees to expand its services and to perform the tasks identified in Exhibit "A." The Scope of Work may be amended from time to time by way of a written directive from the City.
- b. COMPENSATION.** The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed the sum of **Sixty-Five Thousand Dollars (\$65,000)**, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Ninety Thousand Dollars (\$90,000). No additional compensation shall be paid for any other expenses incurred for tasks identified in Exhibit "A", unless first approved by the Assistant City Manager/Director of Public Works.

- c. **TERM.** The term of the Agreement is hereby extended and will remain in effect through and including completion of the Scope of Services attached in Exhibit "A", or June 30, 2021, whichever occurs first, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.
2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1. City reserves the right to augment or reduce the scope of work as the City deems necessary.

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

KOA CORPORATION:

By: _____
Chuck Stephan, Vice President

Dated: _____

EXHIBIT A



1100 Corporate Center Dr., Suite 201, Monterey Park, CA 91754
T: 323.260.4703 | F: 323.260.4705 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO LA QUINTA CULVER CITY

TO

John Rico
Assistant Engineer
City of South Gate
Public Works Department
8650 California Avenue
South Gate CA 90280
by email: jrico@sogate.org

FROM

Mr. Chuck Stephan, PE
VP Director of CM Division
2141 W. Orangewood Ave
Orange CA 92868
T: 323.260.4703
F: 323.260.4705
C: 310.525.0678

RFP

**Construction Inspection
Services
Imperial Highway Offsite
Sanitary Sewer project**

DATE

January 5, 2021

KOA Corporation ("KOA") appreciates the opportunity to submit qualifications to the City of South Gate for **Construction Inspection Services** for the **Imperial Highway Offsite Sanitary Sewer project**. KOA has the expertise and resources required to assist the City of South Gate in a timely and efficient manner. We are committed to working seamlessly with your staff and project team again to ensure the successful delivery of this project. We understand that construction is expected to begin in early January, 2021 and last through March 2021.

The KOA team, our project systems, and our entire management structure are geared to providing flexible services to agencies such as yours. We assure that our key personnel will be assigned to the project for its duration and will not be removed or replaced by us without concurrence from the City of South Gate. Every member of our proposed team is available to be committed to the projects assigned to us beginning the start date.

KOA understands that the estimated project schedule includes 5 days extension for the offsite improvements, and 60 days of work for the sewer improvements at 8 hours per day, daytime hours with up to 5 night time shifts, and no overtime expected. Work is expected to be at State Prevailing Wage Rates for public works projects. Our proposed fee is:

OFFSITE IMPROVEMENTS: 5 days x 8 hours = 40 hours @ \$125.00 = \$5,000.00
SEWER IMPROVEMENTS: 60 days x 8 hours = 480 hours @ \$125.00 = \$60,000.00
TOTAL = \$65,000.00

Davina Buenavista will be the Management Contact for this contract. Dan Chapman will continue services on the offsite improvements. Gordon Roberts, and/or Rick Kerrigan and Dave Hernandez will be our proposed inspector, each with decades of experience. We have additional inspectors available should they be unavailable. The contract would be managed through the Orange County Office at 2141 W. Orangewood Avenue, Suite A, Orange, CA, 92868; Phone: 714.573.0317; Fax: 714.573.9534; Email: cstephan@koacorp.com. Thank you for this opportunity to again offer our services to the City of South Gate. Should you have questions during the selection process, please contact me at 310.525.0678.

Sincerely,
KOA Corporation

A handwritten signature in black ink, appearing to be 'C Stephan'.

Chuck Stephan, P.E.
Vice President. Director of CM Division
MC06132



GORDON D. ROBERTS

CONSTRUCTION INSPECTOR

Mr. Roberts has over 40 years of energetic, reliable strong commitment to professional work ethic, and diverse experience in progressively responsible positions from heavy equipment operator to superintendent to general engineering & building contractor including multiple trades contractor to project designer and inspector. Years of experience working with a paving and slurry contractor. Mr. Roberts interacts cooperatively at top management levels with input into planning, safety, goal setting, operations, policy decisions. and building code implementations. Mr. Roberts possesses authoritative knowledge of building codes and regulations, plan reading and interpretation, multiple trades and overall respected construction practices. Mr. Roberts interacts cooperatively with architects, engineers, general contractors, inspectors, other supervisors and the public. Mr. Roberts conveys excellent communication and interpersonal skills; interacts well with widely diverse groups; easily gains confidence and cooperation; additionally, bi-lingual utilization of his construction / conversational Spanish proves a strong field communication asset. Mr. Roberts has managed crews of 30+; stressing quality work and safety. Hired, trained, and developed crews to work independently with continued priority to safety situational awareness. He also speaks Spanish well.

RELEVANT EXPERIENCE

2016-17 CDBG Sidewalk Improvement Project, Corona, CA:

Construction Inspector

Mr. Roberts is provided construction inspections on this CDBG Sidewalk rehabilitation project in various areas throughout the City that will be completed by November. Gordon is providing full time inspections for the installation of miscellaneous PCC sidewalk of about 55,000' square feet, approximately 600' Linear feet of curb and gutter, the construction of 8 ADA handicap ramps improvements, and miscellaneous asphalt improvements at various locations throughout the City and any other related work associated with this project. Gordon provided daily inspections and reports, verified quantities, utilized GPS for work locations, coordinated with the contractor and any soils testing, verified labor compliance and tracked all locations in each phase within the project boundaries.

CIP Project No. 17-16 – True Avenue Water System Improvement Project, City of Downey, CA:

Construction Inspector

Mr. Roberts provided City Inspection on this water line project that consisted of the rehabilitation and installation of a new 10" and 12" Ductile Iron Water Line mainline and services, fire hydrants, and all appurtenances, concrete improvements and asphalt improvements. He performed Daily Inspections and completed Daily Construction Reports, coordinated with the contractor and engineer, maintained project files and all other related duties.

Los Angeles Pier 400 Project – Army Corp of Engineers 600 Acre Man Made Island & Harbor Depth Extension, City of Los Angeles, CA:

Earthwork & Grading Project Contractor & Inspector

Project consisted of dredging the depth of existing harbor sea floor to accommodate entry of super container vessels and create earthen pier. Mr. Roberts was integrally involved in all phases of this multifaceted challenging onsite; offsite compaction project. Mr. Roberts was instrumental in the development and inspection of methods paramount to overcoming the challenges of working with heavy earthmoving equipment in conditions of liquified dredged material to create specified material compaction tolerances over the entire infrastructure pier project. Mr. Roberts supervised & inspected Piling Installations and Support Systems to accommodate installation of multiple High-Lift Container Cranes.

EDUCATION

California State Contractor Trade School & Licensing – General (A)/Engineering (B)/ plus Specialty Trades & Certifications

Operating Engineers, Local 12- Journeyman Training- Certified HAZ-MAT Handling, Safety Management, Equipment Operator for Infrastructure Earthwork, Grade Checking & Plan Take-off, Heavy Equipment Mechanical Repair, Maintenance & Safety Practices.

Trade & College Courses –Drafting & Plan Design, Metallurgy Safety, Welding, Cutting & Compressed Gas Practices, Basic Spanish

Law Enforcement Academy (San Bernardino County) –Level II Reserve Officer Training , Aviation Search & Rescue Volunteer Training

EVOC – Emergency Vehicle Operations Center Instructor Training

Heiser Helicopter Flight School- FAA Rotor Pilot Training

Computer Software- Structure Studios: *Vip3D Pool Studio & VizTerra, AutoCad, MS Office Suites, Corridor.Asset Maintenance & Repair Tracking Management.*



Additionally, sustained 100% compliance to protect declared Endangered Species with creative development of Sanctuary Areas throughout on-going project. He maintained Daily Reports, project paperwork, ensured safety and compliance.

Otay Mesa Project – Don Nelson General Contractors - 800 Home Development Project – Multi-Stage Subdivision:

Contractor & Inspector

Mr. Roberts supplied under contract Operated Earthmoving Equipment required to perform all aspects of grading plans for roughing in to finish grade specifications for subdivision. Mr. Roberts provided onsite supervision and inspection of each stage of the project’s progression through rough grading to finish grading specifications for streets, curb & gutter, utilities, house pads, slopes and infrastructure. Performed in-house inspections to ensure work was properly completed per the project plans and specifications. Worked closely with soils engineers to identify areas requiring special attention to ensure all areas of material would pass within +/- tenth of compaction specifications. Mr. Roberts worked closely with general contractor to develop on overall cost-saving approach to balance the material for each job section. Maintained Daily Reports and project paperwork, ensured safety and traffic control was in place, SWPPP Compliance, coordination, attended meetings and all related duties.

241 Transport Corridor Project (24.5 miles) - Silverado Constructors Roadwork- Rough & Finish Grading, 91 Freeway to Santa Margarita, CA:

Heavy Equipment Operations, Project Contractor, Supervisor & Inspector
Mr. Roberts was under contract to supply & maintain 60 units of Operated Earthmoving Equipment (Dozers, Scrapers, Graders, etc) for the duration of two years to complete the earthwork & grading portion of this project. Mr. Roberts was directly involved onsite providing inspections and daily collaboration with Silverado Constructors’ Design Team and Inspections to insure compliance with Cal Trans specs and plans under problematic conditions due to pockets of varying problematic ground material conditions (i.e. granite, clay, immense boulders, etc). Mr. Roberts was responsible for the supervision of operators, equipment maintenance, safety meetings, drafting reports in coordination with daily project compaction compliance documentation. Mr. Roberts was also incorporated for inspections of relocation and/or placement of utilities, storm drains with varying pipe up to 7’ diameter reducing down to 6” for future connections for sewer and water, bridges & underpass and subgrades.

Oak Street & Phillips – 60 House Track - Contractor for all phases of Onsite / Offsite Work, City of Ontario, CA:

Contractor

Mr. Roberts graded the entire job, installed all sewer mains 10”, 8”, 6” and laterals, man holes and compaction work. Mr. Roberts worked closely with soils technicians for 90% & 95% compaction on job side. Mr. Roberts installed all ductile iron pipe and all hot taps. Mr. Roberts worked with builder and inspectors on solving, recording, daily reports, and picture documentation. Mr. Roberts installed all fire hydrants and water services to new homes. Mr. Roberts installed curb and gutter, sidewalks, drive approaches and all asphalt repairs and replacements. Mr. Roberts provided all the underground for Edison and aid in removing and coordinating existing poles to be removed for new underground services. He installed all

CERTIFICATIONS:

CSLB License (#301013) 1974 – Present:

- * (A) General Engineering
- * (B) General Building
- * (C-12) Earthwork & Paving
- * (C-21) Building Moving & Demolition
- * (C-27) Landscape
- * (C-42) Sanitation Systems Installation
- * (C-53) Swimming Pool, Spa, Hot Tub & Solar Heating Installation
- * (Haz) Hazardous Substance Removal
- * (HIC) Home Improvement Certification
- * Sanitation System Inspector & Issue System Certifications
- * IUOE - Journeyman Operator – Multitude of Heavy Equipment, ie (Graders, Dozers, Excavators, Loaders, Scrapers, Drill Rig & Clamshell)
- * Certified Forklift Operator & Instructor
- * Certified GPS & Laser Tech – Infrastructure & Earthwork Setting
- * First Aid & CPR (Current Cert to April 2019)
- * Fall Protection Safety Practices
- * Competent Person OSHA
- * Underground Service Alert
- School- FAA Rotor Pilot Training
- Computer Software- Structure Studios: Vip3D Pool Studio & VizTerra, AutoCad, MS Office Suites, Corridor: Asset Maintenance & Repair Tracking Management
- (Graders, Dozers, Excavators, Loaders, Scrapers, Drill Rig & Clamshell)
- * Certified Forklift Operator & Instructor
- * Certified GPS & Laser Tech – Infrastructure & Earthwork Setting
- * First Aid & CPR (Current Cert to April 2019)
- * Fall Protection Safety Practices
- * Competent Person OSHA
- * Underground Service Alert
- * Jobsite Barrier Safety: Run-off & Debris Containment
- * Traffic Control & Flagger Safety
- * DMV Class AM1 / TPX License: Passenger/ Dbl/Trpl Trlrs/ Tankers,
- * FAA Rotor Pilot Flight License (Private) & Aviation Observer
- * Search & Rescue Team Volunteer
- Aviation Observer
- * Certified EVOC Driving Instructor for Volunteers Force – (EVOC) Emergency Vehicle Operation Center- SB County Sheriff
- * Firearm Safety Train Tech
- * Situational Awareness Specialist, Operations & Rescue

YEARS WITH FIRM:

3



transformers with Edison. Installed all the storm drain work and removed old irrigation system from once was orange groves. Also, Mr. Roberts provided all pre-watering demo of orange grove, septic systems on old existing houses. Mr. Roberts paved all streets and worked closely with inspectors to end up with beautiful projects performed by his company. Inspectors commented they appreciated working with only Mr. Roberts' company for all phases of work.

Boulevard Sewer Trunk Line Project, City of Pomona, CA:

Contractor and Inspector

Mr. Robert's oversaw the installation of 12' to 14' deep 12" VCP Sewer Main line with 6 manholes, wyes and laterals 3' behind curb with complicated traffic issues that he helped solve to keep traffic moving smoothly. This project was approximately 9 weeks and also had v-ditch, deep shoring, backfill and compaction, grading, asphalt improvements and tie-in to the active sewer trunkline. Gordon supervised and performed in house inspections and was in charge of the overall project construction, he kept daily reports, attended all meetings and maintained project files and all written and photo documentation.



PATRICK "RICK" KERRIGAN
Construction Inspector

PROFESSIONAL EXPERIENCE

Mr. Kerrigan has over 30 years of experience in public works construction, inspection and oversight on various sewer and water, storm drain, and street improvement projects. Mr. Kerrigan was lead inspector on a number of capital improvement projects for the Cucamonga Valley Water District. He has overseen small to large Capital Improvement projects, inspections of new water lines, sewer lines, pump stations, wells and other public works that pertain to water distribution and sewer systems as well as land development and infrastructure improvement projects. Mr. Kerrigan worked for the *Cucamonga Valley Water District for nearly 30 years*. He has inspected on numerous projects as well as *Downey water projects* and some are listed below in his project experience.

PROJECT EXPERIENCE

City of Downey - Civic Center Drive and Hall Road Water System Improvement Project, Downey CA: Construction Inspector

This project included the following improvements: Installation of new potable water ductile iron pipe, gate valves, tees, bends, thrust blocks, and appurtenant fittings, new fire hydrant assemblies, water service lines, meters, and boxes, abandonment of existing water mains, service lines, and other associated facilities, the removal and salvaging of existing fire hydrant assemblies, water meters, and boxes, clearing and grubbing; trenching, backfilling and compacting; asphalt concrete (AC) and Portland cement concrete (PCC) pavement reconstruction; reconstruction of miscellaneous PCC improvements (curb, gutter, sidewalk, driveway, etc.), landscaping, irrigation, and other existing improvements disturbed during the course of construction. Duties included daily inspections and reports, photo and written documentation, attending meetings, coordination with soils and materials testing, the contractor and City staff to oversee all aspects of job.

Western Municipal Water District (WMWD) – La Sierra Pipeline and Sterling Pump Station and Reservoir Project, Riverside, California: Construction Inspector – Rick provided professional Construction Management, Construction Inspection, Specialty Inspection, Soils and Materials Inspections services to assist with the construction of the La Sierra Pipeline Project (W-238A) and the Sterling Pump Station and Reservoir project (W-238B) for the Engineering Department. The La Sierra Pipeline project will convey potable water from WMWD’s Arlington Desalter and Chino Desalter to serve the needs of WMWD’s Riverside service area. This pipeline project and the pump station project will reduce the region’s dependency on imported water from the Metropolitan Water District (MWD) of Southern California’s Mills Treatment Plant and increase reliability. Our experienced team is currently providing services on this nearly \$30 Million project with WA Rasic as the contractor. The La Sierra Pipeline project is 4 ½ miles long and at an approximate cost of \$13 – 15 million and the estimated construction duration is 400 calendar days. The pump station and reservoir portion of the project is approximately \$13 – 15 million as well and scheduled for approximately 400 days The project consists of approximately 20,000 plus linear feet of 30” inch CML Class 250 – 500 steel pipeline and approximately 200’ linear feet of 24” CML&C Class 250 pipe. The La Sierra 30” pipeline or Reach F connects to the existing system at El Sobrante Road just below the La Sierra Reservoir at STA. 19+90.75 and extends to just past Liverpool Lane where it will transition to Line “C1” which is stage 2 - a realignment of Reach G and a portion of Reach F. This line continues under the BNSF right-of-way and the Arlington Channel in a 48” steel casing that is jack and bored under to the SAWPA property. The line then picks up there and runs

Education

Some College Courses
Public Works Construction Inspection and Procedures

Water Distribution Operator
Collection System Technology
Water Treatment Plant Operator
Waste Water Treatment Plant Operator
Basic Well and Booster Pumps Introduction
Safety Management Specialist
Welding Safety, Welding, Cutting and Compressed Gas

Certifications

Grade 4 Water Distribution
Grade 2 Collections System Technology
Certified Occupational Safety Specialist
COSS
Certified Safety Management Specialist
CSMC
Competent Person OSHA
Confined Space Awareness, Operations and Rescue

Traffic Control and Flagger Safety
First Aid and CPR/AED
Underground Service Alert
Backhoe Operator Training
Fall Protection

Ariel Work Platform and IVES Trainer
Forklift and IVES Trainer
FEMA IS-00100.PWb, IS-00200.b, I-300, IS-00700.a, IS-00701.a, IS-00703.a, IS-00704, and IS-00800.b Courses

Years with the Firm: 5.5



through the SAWPA parking lot and onto Sterling Street where it will terminate at STA 237+54.13 to connect to the future pump Station.

City of Corona – Sierra Bella Development Project – Construction Inspector: Rick recently worked on this development project that included 1,000' LF of 8" VCP Sewer Main line and 4 manholes, 1,000' LF of 16" Ductile Iron Water Main Line and 5 Fire Hydrants, 1,000' LF of 12" Ductile Iron Re-Claimed Main line, and 30' LF of 18" Storm Drain, Asphalt grind and paving, curb and gutter, sidewalk. He was responsible for daily inspections and completing daily construction reports, coordinating with the Water Department and the City, the engineer and the contractor, maintaining files, reviewing plans and specs, maintaining an electronic photo log and as-built plans.

City of South El Monte – Sewer Improvement Phase 1 Project on Fawcett Avenue and Lexham Avenue – Construction Inspector: Rick worked on this sewer lining project that involved the cleaning, videoing, and re-lining of nine sections of over 3,000' linear feet of existing 8", 10", and 12" VCP sewer pipe. The contractor made repairs to any damages to the existing lines prior to installing the polyurethane liner. Rick performed both night time and day time inspections and completing daily construction reports, coordinating with the Los Angeles County Sanitation District, Caltrans, the City, the engineer and the contractor, maintaining files, reviewing videos, maintaining an electronic photo log and as-built plans.

The Haven Avenue Sewer Project- Lead Construction Inspector: This project starting just south of Baseline Road going north to just south of 19th Street, covered approximately 3,400 feet. The 15-inch vitrified clay pipe (VCP) was an added trunk line to assist peak sewer flows from existing tracts and future tracts to the north. Rick set up meetings with the contractor and city inspector to keep project on task. He oversaw the traffic control for the public safety as well as the workers. This consisted of 1 lane out of 3 being closed for the duration of the project, and closing another lane while crews were working. Time lines were scheduled for work duration start times and end times, so as not to disrupt traffic flow at peak hours. He made sure Dig Alert tickets were current and the markings were legible for contractor. He communicated with the surveyors and made sure their markings were also legible. He set up meetings with the boring contractor to discuss elevations. Boring took place under Baseline Road approximately 85 feet at a depth of approximately 18 feet. He made sure the boring company had all their correct paper work (current mining permit and confined space permit) and that all employees were trained in confined space entry. He made sure these were posted on the job site. Included in these meetings for the boring were San Gabriel Water Company for the high pressure water line, So Cal Gas Company for the main service lines, Edison for a number of existing and future conduits, as well as the city inspector and the contractor. The main objective was to keep from disrupting traffic on Baseline Road. The bore consisted of a 24-inch casing to house the 15-inch VCP sewer main. There were a number of manholes to be poured along the way, and these could not be stacked until base was cured over 2-day period. Leaving this area open, contractor would secure the area with temporary chain link fencing. He would double check fencing and equipment to make sure it was secure at the end of each work day. The District required base rock to be installed in the bottom of the trench in order for the pipe to be supported. Imported sand material was also brought in for pipe zone. Rick completed daily inspections, reports, and maintained project files.

Penn Development Tract 13266, Upland - Construction inspector in charge of approximately 4,600 feet of 8-inch sewer lines, 4,700 feet of 8-inch water lines, 800 feet of 10-inch water lines, and 1,690 feet of 30-inch water pump line from well to reservoir. The sewer pipeline was tied into live sewer on Lomita Drive after air testing and video was complete. There were 99 water services and 102 sewer laterals inspected. He was responsible for daily inspections, reports, communication, and safety.

Calaveras Sewer and Water Improvement Project – Lead Construction Inspector: *Construction Inspector:* Mr. Kerrigan oversaw the replacement of existing 8-inch water lines, 1-inch services, 8-inch sewer lines and 4-inch VCP laterals on Calaveras Avenue south of Arrow Route (approximately 1,950 feet of water and sewer lines), Vinmar Avenue south of Arrow Route (approximately 1,590 feet of water and sewer lines), Sierra Madre Avenue south of Arrow Route (approximately 2,090 feet of water and sewer lines), and Salina Street between Calaveras Avenue and Sierra Madre Avenue



(approximately 715 feet of water and sewer lines). He also had approximately 140 water services and sewer lateral connections, and 24 6-inch fire hydrant runs. He scheduled meetings with contractor, surveyors, soil compaction techs, and city inspector, to keep communications open at all times. He worked closely with home owners keeping them abreast of the time line with little disruption. He made sure the contractor worked closely with home owners so they had access, as well as emergency vehicle access, with little disruption. The sewer lines/laterals were pressure tested for leaks before tying into home owner laterals. The water lines/services were pressure for leaks, chlorinated, flushed, and bacteria samples were taken before being turned on to neighborhood.

Widening of Foothill Boulevard – Construction Inspector: Redirecting the sewer flow into a new 27-inch VCP sewer line - Project inspector for this job starting at the intersection of Rochester and Foothill Blvd., running east on Foothill Blvd. to storm drain culvert, heading south and running parallel to the I-15 to Arrow Route tying into a 30-inch sewer line. He inspected the installation, air testing, and video of the new sewer trunk line put into service during low flow.

The Metropolitan Generating Station on Etiwanda - Construction inspector on relocating live 30-inch VCP, lowering the sewer pipeline on Arrow Route to accommodate the discharge line to tie into storm drain channel west side of I-15. This work had to be scheduled at low flows of the sewer so that the contractor could reroute the sewer while installing the new sewer line. He had to schedule with Caltrans inspector while working in their right-of-way, working under the I-15 Arrow Route Bridge. Soil techs were scheduled for soil compaction test required by city inspector.

Lewis Homes Apartments at Tract 13271 - Construction Inspector in charge of water lines and sewer lines for this project. He inspected the water tie-ins and the sewer tie-ins to live sewer. This tract consisted of 2,700 feet of water and sewer lines. He oversaw the air test and video inspection on the sewer line. Also inspected the pressure testing and took bacteria samples of the water line.

Lewis Development Apartments at Tract 13351 – Construction Inspector in charge of 2,280 feet of sewer and 2,280 water lines. He inspected the 8-inch hot tap on 30-inch water main on Terra Vista Parkway and 8-inch hot tap on 12-inch water lines on Haven Avenue. Inspected manholes and tie into the live 24-inch sewer line.

MJ Brock & Sons, Inc. Tracts 13858, 13857 and Griffin Homes Tract 13748 - Construction Inspector in charge of the sewer/water lines. The project consisted of 8-inch VCP sewer, 4-inch laterals, and 8-inch water lines, 1-inch services, as well as 6-inch fire hydrant runs. He inspected the live sewer tie in on Milliken Avenue at a depth of 32 feet. Responsible for Daily Reports and inspections.

The 210 Freeway Crossings for the District (CVWD): Construction Inspector - attended meetings scheduling the work with SANBAG (San Bernardino Associated Governments), inspected the installation of water lines, sewer lines, and casings; worked with the surveyors on staking; worked closely with the soil techs for compaction of the trenches; kept precise and up to date written reports; took pictures and kept updates of as built drawings for the files; projects consisted of different types of material and sizes from cement lined mortar and coated (CLM&C), ductile iron (DI), verified clay pipe (VCP), bell and spigot to band joints, and plain steel casings; sizes varied from 8-inch to 42-inch for water lines and 8-inch to 30-inch sewer lines; looked over the pressure testing of both water and sewer lines making sure they were good and free of leaks; excavations varied from 3-feet in depth to 42-feet in depth; some of the smaller water lines and sewer lines were installed through the bridges.

Fire Station #175 Rancho Cucamonga – Construction Inspector in charge of the off-site inspections work. This project was critical due to crossing the Metropolitan 144-inch water line. He inspected 8-inch VCP sewer line going through 12-inch casing over top of Metropolitan Water line to meet with existing sewer line at Banyan Street and Morning Place. Metropolitan Water requested sewer casing be encased in concrete. The contractor installed a 10-inch ductile iron water line. He inspected the 10-inch hot tap on the existing 30-inch water line.



Tapia Via Sewer Relining Project, Cucamonga Valley Water District (CVWD), Rancho Cucamonga, CA: *Construction Inspector* – Mr. Kerrigan inspected the sewer lining of a section of aging 8" Vitrified Clay Pipe (VCP) mainline and 40 sewer lateral connections. He coordinated with the contractor, witnessed the cleaning of the sewer line and the video camera of the line before and after the lining, kept daily reports, maintained project files, ensured compliance throughout the procedure to make sure that the lining was installed correctly.

Hellman Avenue Sewer Lining Project, Cucamonga Valley Water District (CVWD), Rancho Cucamonga, CA: *Construction Inspector* – Mr. Kerrigan inspected the sewer lining of a section of aging 10" and 12" Vitrified Clay Pipe (VCP) mainline on Hellman Avenue and 4 manholes and various 4" and 6" sewer lateral connections. He coordinated with the contractor, witnessed the cleaning of the sewer line and the video camera of the line before and after the lining, kept daily reports, maintained project files, ensured compliance throughout the procedure to make sure that the lining was installed correctly. He ensured that the contractor used the appropriate safety gear, harness, and breathing equipment while working to repair the manhole bottoms and applying the manhole lining as well.

Deer Creek Channel Crossing on Banyan – *Construction Inspector* in charge of 75 feet of the 30-inch water line relocation to be rerouted over the top of Deer Creek Channel crossing on Banyan west of fire station #175. This project was critical because this was the water transmission main from treatment plant feeding reservoirs on west side of town. Scheduling was key with treatment plant and production department during shut down process. The disinfection and flushing was done before tying it into service.

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR CONSTRUCTION INSPECTION SERVICES FOR THE 5610
IMPERIAL HIGHWAY OFF SITE IMPROVEMENTS BETWEEN
THE CITY OF SOUTH GATE AND KOA CORPORATION**

This Agreement for the Construction Inspection Services for the 5610 Imperial Highway Off Site Improvements ("Agreement") is made and entered into on November 10, 2020, by and between the City of South Gate, a municipal corporation ("City"), and KOA Corporation, 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 Construction Inspection Services for the 5610 Imperial Highway Off Site Improvements;

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 Five Thousand Dollars (\$25,000)** 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 Public Works.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.
 - 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of November 10, 2020, and will remain in effect through and including completion of the Scope of Services attached hereto as Exhibit "A", or June 30, 2021, whichever occurs first, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The Director of Public Works, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Public Works has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 **Termination for Cause.**
- 6.2.1 The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

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

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

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

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

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated

during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

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

or material change.”

- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

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

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

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

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

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

6.9 Consultant's Personnel.

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

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

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

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

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

6.11 Legal Construction.

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

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

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

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

- 6.12 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.
- 6.13 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- 6.14 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.15 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.


- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.19 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:
- | | |
|--|--|
| TO CITY:
City of South Gate
Arturo Cervantes
Assistant City Manager/
Director of Public Works
8650 California Avenue
South Gate, CA 90280
E-mail: acervantes@sogate.org | WITH COURTESY COPY TO:
City of South Gate
Carmen Avalos
City Clerk
8650 California Avenue
South Gate, CA 90280
E-mail: cavalos@sogate.org |
|--|--|
- TO CONSULTANT:**
KOA Corporation
Chuck Stephan
Vice President
2141 W. Oranewood Ave
Orange, CA 92868
E-mail: cstephan@koacorp.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]

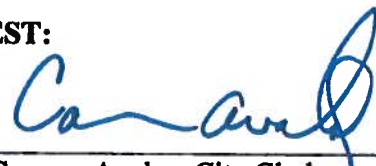
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: 
Michael Flad, City Manager

Dated: 11-10-20

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

KOA CORPORATION:

By: 
Chuck Stephan, Vice President

Dated: 11/10/2020



1100 Corporate Center Dr., Suite 201, Monterey Park, CA 91754
T: 323.260.4703 | F: 323.260.4705 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO LA QUINTA CULVER CITY

TO

John Rico
Assistant Engineer
City of South Gate
Public Works Department
8650 California Avenue
South Gate CA 90280
by email: jrico@sogate.org

FROM

Mr. Chuck Stephan, PE
VP Director of CM Division
2141 W. Orangewood Ave
Orange CA 92868
T: 323.260.4703
F: 323.260.4705
C: 310.525.0678

RFP

**Construction Inspection
Services
5610 Imperial Hwy
Off Site Improvements**

DATE

October 6, 2020

KOA Corporation ("KOA") appreciates the opportunity to submit qualifications to the City of South Gate for **Construction Inspection Services** for the **5610 Imperial Highway Off Site Improvements**. KOA has the expertise and resources required to assist the City of South Gate in a timely and efficient manner. We are committed to working seamlessly with your staff and project team again to ensure the successful delivery of this project.

The KOA team, our project systems, and our entire management structure are geared to providing flexible services to agencies such as yours. We assure that our key personnel will be assigned to the project for its duration and will not be removed or replaced by us without concurrence from the City of South Gate. Every member of our proposed team is available to be committed to the projects assigned to us beginning the start date.

KOA has years of experience working on public works and street improvement projects for numerous agencies and clients and provides some of the industry's best construction managers and inspectors with recent experience on similar projects as the one requested in this Request for Proposals.

KOA understands that the estimated project schedule includes 25 days of work at 8 hours per day, daytime hours and no overtime expected. Work is expected to be at State Prevailing Wage Rates for public works projects. Our proposed fee is:
25 days x 8 hours = 200 hours @ \$125.00 = \$25,000.00

Davina Buenavista will be the Management Contact for this contract. Dan Chapman or Dave Hernandez will be our proposed inspector, each with decades of experience. We have additional inspectors available should they be unavailable. The contract would be managed through the Orange County Office at 2141 W. Orangewood Avenue, Suite A, Orange, CA, 92868; Phone: 714.573.0317; Fax: 714.573.9534; Email: cstephan@koacorp.com. Thank you for this opportunity to again offer our services to the City of South Gate. Should you have questions during the selection process, please contact me at 310.525.0678.

Sincerely,
KOA Corporation

Chuck Stephan, P.E.
Vice President, Director of CM Division
MC06090



DANIEL H. CHAPMAN, JR.
SENIOR CONSTRUCTION INPSECTOR

Mr. Chapman has over 25 years of experience in the civil engineering field as a construction inspector, pavement engineer and construction materials manager. He has worked on a variety of projects that has included, Federal Highway Administration, Federal Aviation Administration, California Department of Transportation, Various Counties, City, and Special Districts. He has extensive knowledge of the State and Federal Highway procedures including site management, pay estimates, documentation and project specifications. His past inspection and office engineering projects includes various roadways, bridges, airport runways and taxiways, asphalt and concrete pavements, asphalt overlay, review of shop drawings, and observation. His experience includes construction management, contract administration, staff augmentation, plan checking, design constructability and bid ability review.

City of Irvine – Annual Residential Street Rehabilitation: Construction Inspector. Dan provided construction inspection services for the construction of various street maintenance improvements including AC repairs; PCC Curb, Gutter and Sidewalk; Curb Ramps; Slurry Seal; signing and striping.

City of La Habra – Annual Residential Street Rehabilitation and Water Main Replacement, La Habra, CA: Construction Inspector. Dan provided construction inspection services for the construction of pavement repairs and rehabilitation work on various streets across the City, and the repair and replacement of various water pipelines. Project Cost \$5.4M.

Town of Apple Valley – Construction Inspection Yucca Loma Bridge, Apple Valley, CA: Construction Inspector. Dan was responsible for periodic inspections and construction reports for asphalt, concrete and steel; coordination with materials testing and reports to the Project Manager and the Town.

County of San Bernardino – Baseline Road at I-15 Interchange, Rancho Cucamonga, CA: Construction Inspector/Office Engineer. Mr. Chapman set up project files, provided construction inspections and construction contract administration support, photo documentation and reports, prepared quantity sheets, updated project files, reviewed and submittals, weekly status reports, prepared monthly pay estimates, process change orders, jobsite safety reviews, coordinated for field testing, material testing, prepared project files for project closeouts and other related tasks as assigned. Project involved infrastructure improvements, curbs, gutters, sidewalks, ADA ramps, storm drain pipe, water line relocations, roadway excavation, observation of subgrade and making grade, slope paving, roadway signs, traffic stripes and markings.

- Caltrans District 5, State Route 46, Lost Hills, CA**
- Caltrans District 6, State Route 99, Bakersfield, Chowchilla, and Madera, CA**
- Caltrans District 7, State Route 5, Sun Valley, Sylmar, Burbank, Norwalk, Santa Fe Springs, La Mirada, and Gorman**
- Caltrans District 7, State Route 101, Camarillo, Thousand Oaks, and Ventura, CA**
- Caltrans District 7, State Route 118, Simi Valley and Sylmar, CA**
- Caltrans District 8, State Route 15 Ontario, Hesperia, and Victorville, CA**
- Caltrans District 8, State Route 40, Newberry Springs, CA**
- City of Bakersfield / TRIP – Westside Parkway Phases 2, 2B, 3 and 4, Truxtun Interchange, Bakersfield, CA**
- County of San Diego – County Overlay Projects – Various, San Diego County, CA**
- Federal Aviation Administration – Runway and Taxiway Rehabilitation Projects for Van Nuys Airport, Long Beach Airport, Burbank Airport, and John Wayne Santa Ana Airport, CA**

EDUCATION
BA, Pacific Coast Baptist Bible College, 1995

REGISTRATIONS/ CERTIFICATONS
NICET Level III (Soil, Concrete, Asphalt)
Caltrans Certifications for Soil, Concrete, and Asphalt
ACI Strength Testing Technician Lab 1& 2

YEAR STARTED WITH FIRM:
2019

RECEIVED

JAN 1 3 2021

City of South Gate
CITY COUNCIL

Item No. 12

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:05pm

AGENDA BILL

For the Regular Meeting of: January 26, 2021

Originating Department: Public Works

Department Director:

[Signature]
Arturo Cervantes

City Manager:

[Signature]
Chris Jeffers

SUBJECT: AGREEMENT WITH E.C. CONSTRUCTION CO., FOR THE CONSTRUCTION OF THE SOUTH GATE POLICE DEPARTMENT PARKING LOT EXPANSION PROJECT, CITY PROJECT NO. 594-GEN

PURPOSE: The South Gate Police Department Parking Lot Expansion Project (Project) is a part of the Capital Improvement Program. The Project was advertised for construction and competitive bids were received. The City Council is recommended to award a construction contract to the lowest responsible bidder, E.C. Construction Co.

RECOMMENDED ACTIONS: The City Council will:

- a. Approve Agreement with E.C. Construction Co., to construct the South Gate Police Department Parking Lot Expansion Project (Project), City Project No. 594-GEN, in an amount not-to-exceed \$154,674;
- 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: The Project is budgeted in the Capital Improvement Program. It is funded with \$240,000 in General Funds in Account No. 311-790-39-9113. The funds were transferred from Account No. 311-790-49-9905 (Capital Projects Fund – Courthouse Adaptive Reuse Project). The following is a summary of the Project's budget:

Project Budget	Amount
Design Phase	\$43,548
Construction Contract	\$154,674
Construction Contingency	\$16,778
Construction Administration and Inspection	\$15,000
Testing and Labor Compliance	\$5,000
LID Review & Approval	\$5,000
Total	\$240,000

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

ANALYSIS: The proposed contract was before the City Council at its meeting of September 22, 2020. The City Council opted not to approve the agreement after it discussed the potential future parking demands of the City Hall complex, as a whole. The Council expressed interest in a parking structure and requested an engineer's estimate. At this time, the City does not have a study that would

quantify the potential future parking demand. Further, the City does not have a tenant for the Courthouse building. As such, the parking demand is uncertain. However, the Public Works Department developed rough estimates of the potential future parking demand and of potential costs of a parking structure. The potential future parking was estimated at 216 parking spaces. A two-story, 70,000 square foot parking structure could potentially accommodate such a demand. The approximate cost of the parking structure might be in the \$8 Million range. This is a very preliminary number, however, it provides an idea of what the cost could be based on the estimated future parking demand. At this time, staff is not recommending proceeding with a parking structure. It is suggested that the parking structure be reconsidered after the plans for the South Gate Courthouse are re-established. In the interim, it is recommended that the subject project be implemented to meet the needs of the South Gate Police Department.

The proposed contract was procured through a competitive bid process. E.C. Construction Co., submitted the lowest responsible and responsive bid at \$154,674. The Engineer’s Estimate was \$190,984. According to the bid documents, the bids received expire 60 days, after the bid opening date, which expiration was scheduled for October 26, 2020. E.C. Construction Co. agreed to provide two extensions making their bid valid through January 31, 2021 (See Attachment “D”).

BACKGROUND: The South Gate Police Department (SGPD) Parking Lot Expansion Project (Project) is a proposal to increase parking capacity in the SGPD parking lot. The Project will expand the parking lot towards California Avenue to accommodate eight new parking stalls. The work includes reconstructing and extending the perimeter block wall, constructing a new asphalt concrete pavement section with eight new parking spaces, parking lot lighting, re-construction of landscape and irrigation improvements, installing a storm water infiltration unit and peripheral improvements. Design of the Project is complete and a contract is needed for its construction.

On July 30, 2020, staff advertised the Notice Inviting Bids in the *Los Angeles Wave* newspaper to request construction bids for the Project. The Project was also advertised in trade publications such as the *Construction Bid Board*, *Builders Notebook*, *Southern California Builders*, *Bid America*, and *Dodge Data & Analytics*. On August 27, 2020, fifteen bids were received and opened by the City Clerk in a public forum, via teleconferencing and webcast, in compliance with COVID-19 social distancing regulations. The summary of the bids follows:

No.	Contractor	Total Bid Amount
1.	E.C. Construction Co.	\$154,674.00
2.	Gentry Brothers	\$170,995.50
3.	F.S. Contractors	\$171,135.00
4.	H2M Construction	\$173,940.00
5.	CEM Construction	\$177,770.00
6.	California Landscape & Design	\$179,670.10
7.	Concept Consultant	\$183,891.00
8.	Metro Builders & Engineers	\$198,719.71
9.	SDC Engineering	\$210,260.00
10.	OCC Builders	\$213,000.00
11.	Radfall Co.	\$213,366.44
12.	Palp Inc.	\$219,475.00
13.	R.S. Construction	\$223,135.00
14.	Fame Legacy	\$257,356.87
15.	Mike Bubalo Construction	\$299,390.85

E.C. Construction Co., submitted the lowest responsible and responsive bid. The bid is 19% below the Engineer’s estimate of \$190,984.

Having been in existence as a general contractor for over 72 years, E.C. Construction Co. (E.C.), has the necessary experience to perform the work required. Based in the City of South El Monte, E.C. has successfully completed public works projects in the cities of Yorba Linda, La Habra and La Mirada, as well as here in the City of South Gate. With our first-hand experience with E.C., and the positive reference checks received from other cities who have contracted with E.C., staff is confident that E.C. will perform this work in an acceptable manner.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this Project is categorically exempt under California Code of Regulations, Section 15311, as a Class 11(b) exemption for accessory structures. Class 11(b) exemptions apply to construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to small parking lots.

Weather permitting, construction of the 30 working-day project, is scheduled to begin in March 2021 and be completed in April 2021.

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

JR:lc

**AGREEMENT FOR THE SOUTH GATE POLICE DEPARTMENT PARKING LOT
EXPANSION PROJECT, CITY PROJECT NO. 594-GEN
BETWEEN THE CITY OF SOUTH GATE AND E.C. CONSTRUCTION CO.**

This Agreement for the South Gate Police Department Parking Lot Expansion Project, City Project No. 594-GEN (“Agreement”), is made and entered into on January 26, 2021, by and between the City of South Gate, a municipal corporation (“City”), and E.C. Construction Co., a California corporation, License No. 366814 (“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

**SOUTH GATE POLICE DEPARTMENT PARKING LOT EXPANSION PROJECT,
CITY PROJECT NO. 594-GEN**

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 South Gate Police Department Parking Lot Expansion Project, City Project No. 594-GEN.

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 **One Hundred Fifty Four Thousand Six Hundred Seventy Four Dollars (\$154,674)** 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 thirty (30) 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 shall become effective and commence on January 26, 2021.

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:

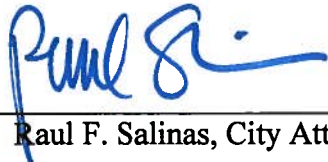
By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

E.C. CONSTRUCTION CO.:

By: _____
John K. Walters, 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: _____

E.C. CONSTRUCTION CO.
Contractor

By: _____
Name

President
Title

ATTEST:

By: _____
Signature

Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

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

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Contractor shall maintain limits no less than:

1. General Liability: \$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 insureds 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.

**SOUTH GATE POLICE DEPARTMENT PARKING LOT EXPANSION PROJECT
CITY PROJECT NO. 594-GEN**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to E.C. Construction Co., ("Contractor" herein) a Contract for:

SOUTH GATE POLICE DEPARTMENT PARKING LOT EXPANSION PROJECT, CITY PROJECT NO. 594-GEN; 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 **One Hundred Fifty Four Thousand Six Hundred Seventy Four Dollars (\$154,674)** 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.

E.C. CONSTRUCTION CO.:

By: _____
Name

Title: 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

**SOUTH GATE POLICE DEPARTMENT PARKING LOT EXPANSION PROJECT
CITY PROJECT NO. 594-GEN
100% PAYMENT BOND**

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded to E.C. Construction Co., ("Contractor" herein) a Contract for the work described as follows:

**SOUTH GATE POLICE DEPARTMENT PARKING LOT EXPANSION PROJECT
CITY PROJECT NO. 594-GEN**

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 **One Hundred Fifty Four Thousand Six Hundred Seventy Four Dollars (\$154,674)** 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:
E.C. CONSTRUCTION CO.**

By: _____
John K. Walters

Title: _____

(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 _____, 2019.

Notary Public

(Attach Notary Certificate)

City of South Gate - Public Works Department - Engineering Division
Bid Analysis - South Gate Police Department Parking Lot Expansion Project, City Project No. 594-GEN
Bid Opening - Thursday, August 27, 2020, 11:00 a.m.

No.	Item Description	Units	Estimated Quantity	Engineer's Estimate							
				1		2		3		3	
				EC Construction		Gentry Brothers		FS Contractors		FS Contractors	
				El Monte, CA		Irwindale, CA		Sylmar, CA			
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Remove Existing Wall	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 12,350.00	\$ 12,350.00	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00
2	Remove Existing Walkway/Sidewalk	SF	1,000	\$ 5.00	\$ 5,000.00	\$ 2.00	\$ 2,000.00	\$ 4.00	\$ 4,000.00	\$ 5.00	\$ 5,000.00
3	Unclassified Excavation	CY	70	\$ 110.00	\$ 7,700.00	\$ 193.25	\$ 13,527.50	\$ 100.00	\$ 7,000.00	\$ 100.00	\$ 7,000.00
4	Construct 3-Inch Thick AC Pavement	TON	50	\$ 130.00	\$ 6,500.00	\$ 192.90	\$ 9,645.00	\$ 140.00	\$ 7,000.00	\$ 350.00	\$ 17,500.00
5	Construct 9' High (8' Exposed) CMU Site Wall	LF	140	\$ 450.00	\$ 63,000.00	\$ 316.00	\$ 44,240.00	\$ 500.00	\$ 70,000.00	\$ 300.00	\$ 42,000.00
6	Remove and Construct Curb Ramp Per SPPWC 111-5	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 6,155.00	\$ 6,155.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
7	Construct Modified PCC Retaining Curb to Match Existing	LF	5	\$ 50.00	\$ 250.00	\$ 60.00	\$ 300.00	\$ 60.00	\$ 300.00	\$ 100.00	\$ 500.00
8	Construct 4-Inch Thick PCC Walkway/Sidewalk	SF	600	\$ 16.00	\$ 9,600.00	\$ 10.00	\$ 6,000.00	\$ 8.00	\$ 4,800.00	\$ 10.00	\$ 6,000.00
9	Furnish and Install Wheel Stop	EA	8	\$ 110.00	\$ 880.00	\$ 50.00	\$ 400.00	\$ 120.00	\$ 960.00	\$ 120.00	\$ 960.00
10	Install Striping	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 2,200.00	\$ 2,200.00	\$ 3,000.00	\$ 3,000.00
11	Furnish and Install Replacement Landscaping	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 8,800.00	\$ 8,800.00	\$ 8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 5,000.00
12	Furnish and Install Modified Irrigation System	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,400.00	\$ 3,400.00	\$ 7,695.50	\$ 7,695.50	\$ 3,000.00	\$ 3,000.00
13	Construct 8-Inch wide PCC Mow Curb to Match Existing	LF	35	\$ 60.00	\$ 2,100.00	\$ 40.00	\$ 1,400.00	\$ 60.00	\$ 2,100.00	\$ 50.00	\$ 1,750.00
14	Install Jensen Precast 12"x12" Catch Basin with Traffic Grate or Approved Equal	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 700.00	\$ 700.00	\$ 1,500.00	\$ 1,500.00
15	Construct 4" PVC Drain Line	LF	20	\$ 100.00	\$ 2,000.00	\$ 80.00	\$ 1,600.00	\$ 40.00	\$ 800.00	\$ 35.00	\$ 700.00
16	Construct 6" PVC Drain Line and Bedding	LF	20	\$ 110.00	\$ 2,200.00	\$ 120.00	\$ 2,400.00	\$ 60.00	\$ 1,200.00	\$ 50.00	\$ 1,000.00
17	Furnish and Install Stormtech Chamber Model SC-740 or Approved Equal	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 18,000.00	\$ 18,000.00	\$ 16,000.00	\$ 16,000.00	\$ 18,000.00	\$ 18,000.00
18	Furnish and Install Flogard Model FGP-12FB or Approved Equal	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
19	Furnish and Install Parking Lot Light Pole	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 12,550.00	\$ 12,550.00	\$ 11,500.00	\$ 11,500.00	\$ 15,500.00	\$ 15,500.00
20	Furnish and Install Pull Box	EA	3	\$ 600.00	\$ 1,800.00	\$ 450.00	\$ 1,350.00	\$ 930.00	\$ 2,790.00	\$ 750.00	\$ 2,250.00
21	Furnish and Install 1-Inch PVC Conduit	LF	150	\$ 27.00	\$ 4,050.00	\$ 24.65	\$ 3,697.50	\$ 30.00	\$ 4,500.00	\$ 25.00	\$ 3,750.00
22	Furnish and Install 1 1/2-Inch PVC Conduit	LF	45	\$ 38.00	\$ 1,710.00	\$ 27.00	\$ 1,215.00	\$ 32.00	\$ 1,440.00	\$ 35.00	\$ 1,575.00
23	Furnish and Install 1-Inch Rigid Steel Conduit	LF	18	\$ 33.00	\$ 594.00	\$ 83.00	\$ 1,494.00	\$ 95.00	\$ 1,710.00	\$ 75.00	\$ 1,350.00
24	Furnish and Install Parking Lot Lighting Conductors	LF	300	\$ 4.00	\$ 1,200.00	\$ 4.50	\$ 1,350.00	\$ 5.00	\$ 1,500.00	\$ 6.00	\$ 1,800.00
25	Adjust Water Valve to Grade	EA	1	\$ 700.00	\$ 700.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 1,000.00	\$ 1,000.00
26	Adjust Pullbox to Grade	EA	1	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 2,000.00	\$ 2,000.00
Total:				\$ 190,984.00		\$ 154,674.00		\$ 170,995.50		\$ 171,135.00	

(a)

Notes	
(a)	Bid total shown incorrectly in bid as \$161,135.00. The bid items were added incorrectly. Correct total is \$171,135.00
(b)	Bid total shown incorrectly in bid as \$174,000.00. The bid items were added incorrectly. Correct total is \$173,940.00
(c)	Bid total shown incorrectly in bid as \$202,730.00. Bid items 5, 8, 21, 22, and 23 were multiplied incorrectly. Correct total is \$198,719.71
(d)	Bid total shown incorrectly in bid as \$213,366.23. Bid items 2, 3, 4, 8, 13, 15, 16, 18, 21, 22, 23 and 24 were multiplied incorrectly. Correct total is \$213,366.44.
(e)	Bid total shown incorrectly in bid as \$223,038.00. Bid items 21, 22 and 23 were multiplied incorrectly. Correct total is \$223,135.00.
(f)	"Median" column is intended to show the median value for each line item, including "Total" and column is not intended to be added.

City of South Gate - Public Works Department - Engineering Division
Bid Analysis - South Gate Police Department Parking Lot Expansion Project, City Project No. 594-GEN
Bid Opening - Thursday, August 27, 2020, 11:00 a.m.

No.	Item Description	Units	Estimated Quantity	Engineer's Estimate		4 H2M Construction Glendale, CA		5 CEM Construction Downey, CA		6 California Landscape & Design Upland, CA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Remove Existing Wall	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 6,600.00	\$ 6,600.00	\$ 5,000.00	\$ 5,000.00	\$10,800.00	\$ 10,800.00
2	Remove Existing Walkway/Sidewalk	SF	1,000	\$ 5.00	\$ 5,000.00	\$ 6.00	\$ 6,000.00	\$ 3.50	\$ 3,500.00	\$ 4.70	\$ 4,700.00
3	Unclassified Excavation	CY	70	\$ 110.00	\$ 7,700.00	\$ 100.00	\$ 7,000.00	\$ 100.00	\$ 7,000.00	\$ 210.00	\$ 14,700.00
4	Construct 3-Inch Thick AC Pavement	TON	50	\$ 130.00	\$ 6,500.00	\$ 225.00	\$ 11,250.00	\$ 160.00	\$ 8,000.00	\$ 483.00	\$ 24,150.00
5	Construct 9' High (8' Exposed) CMU Site Wall	LF	140	\$ 450.00	\$ 63,000.00	\$ 350.00	\$ 49,000.00	\$ 425.00	\$ 59,500.00	\$ 335.00	\$ 46,900.00
6	Remove and Construct Curb Ramp Per SPPWC 111-5	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 7,000.00	\$ 7,000.00	\$ 5,300.00	\$ 5,300.00
7	Construct Modified PCC Retaining Curb to Match Existing	LF	5	\$ 50.00	\$ 250.00	\$ 50.00	\$ 250.00	\$ 50.00	\$ 250.00	\$ 120.00	\$ 600.00
8	Construct 4-Inch Thick PCC Walkway/Sidewalk	SF	600	\$ 16.00	\$ 9,600.00	\$ 13.00	\$ 7,800.00	\$ 9.25	\$ 5,550.00	\$ 7.80	\$ 4,680.00
9	Furnish and Install Wheel Stop	EA	8	\$ 110.00	\$ 880.00	\$ 60.00	\$ 480.00	\$ 100.00	\$ 800.00	\$ 162.50	\$ 1,300.00
10	Install Striping	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,700.00	\$ 2,700.00	\$ 1,580.00	\$ 1,580.00
11	Furnish and Install Replacement Landscaping	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,700.00	\$ 5,700.00	\$ 8,700.00	\$ 8,700.00
12	Furnish and Install Modified Irrigation System	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,200.00	\$ 8,200.00
13	Construct 8-Inch wide PCC Mow Curb to Match Existing	LF	35	\$ 60.00	\$ 2,100.00	\$ 60.00	\$ 2,100.00	\$ 45.00	\$ 1,575.00	\$ 25.00	\$ 875.00
14	Install Jensen Precast 12"x12" Catch Basin with Traffic Grate or Approved Equal	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00
15	Construct 4" PVC Drain Line	LF	20	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 40.00	\$ 800.00	\$ 31.50	\$ 630.00
16	Construct 6" PVC Drain Line and Bedding	LF	20	\$ 110.00	\$ 2,200.00	\$ 110.00	\$ 2,200.00	\$ 50.00	\$ 1,000.00	\$ 35.00	\$ 700.00
17	Furnish and Install Stormtech Chamber Model SC-740 or Approved Equal	LS	1	\$ 38,000.00	\$ 38,000.00	\$34,000.00	\$ 34,000.00	\$28,700.00	\$ 28,700.00	\$16,900.00	\$ 16,900.00
18	Furnish and Install Flogard Model FGP-12F8 or Approved Equal	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	\$ 900.00	\$ 900.00
19	Furnish and Install Parking Lot Light Pole	EA	1	\$10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$12,000.00	\$ 12,000.00	\$ 9,200.00	\$ 9,200.00
20	Furnish and Install Pull Box	EA	3	\$ 600.00	\$ 1,800.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	\$ 925.00	\$ 2,775.00
21	Furnish and Install 1-Inch PVC Conduit	LF	150	\$ 27.00	\$ 4,050.00	\$ 27.00	\$ 4,050.00	\$ 35.00	\$ 5,250.00	\$ 35.60	\$ 5,340.00
22	Furnish and Install 1 1/2-Inch PVC Conduit	LF	45	\$ 38.00	\$ 1,710.00	\$ 38.00	\$ 1,710.00	\$ 45.00	\$ 2,025.00	\$ 87.50	\$ 3,937.50
23	Furnish and Install 1-Inch Rigid Steel Conduit	LF	18	\$ 33.00	\$ 594.00	\$ 50.00	\$ 900.00	\$ 40.00	\$ 720.00	\$ 85.70	\$ 1,542.60
24	Furnish and Install Parking Lot Lighting Conductors	LF	300	\$ 4.00	\$ 1,200.00	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00	\$ 9.50	\$ 2,850.00
25	Adjust Water Valve to Grade	EA	1	\$ 700.00	\$ 700.00	\$ 600.00	\$ 600.00	\$ 350.00	\$ 350.00	\$ 425.00	\$ 425.00
26	Adjust Pullbox to Grade	EA	1	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 485.00	\$ 485.00
Total:				\$ 190,984.00		\$173,940.00		\$177,770.00		\$ 179,670.10	

(b)

Notes	
(a)	Bid total shown incorrectly in bid as \$161,135.00. The bid items were added incorrectly. Correct total is \$171,135.00
(b)	Bid total shown incorrectly in bid as \$174,000.00. The bid items were added incorrectly. Correct total is \$173,940.00
(c)	Bid total shown incorrectly in bid as \$202,730.00. Bid items 5, 8, 21, 22, and 23 were multiplied incorrectly. Correct total is \$198,719.71
(d)	Bid total shown incorrectly in bid as \$213,366.23. Bid items 2, 3, 4, 8, 13, 15, 16, 18, 21, 22, 23 and 24 were multiplied incorrectly. Correct total is \$213,366.44.
(e)	Bid total shown incorrectly in bid as \$223,038.00. Bid items 21, 22 and 23 were multiplied incorrectly. Correct total is \$223,135.00.
(f)	"Median" column is intended to show the median value for each line item, including "Total" and column is not intended to be added.

City of South Gate - Public Works Department - Engineering Division
Bid Analysis - South Gate Police Department Parking Lot Expansion Project, City Project No. 594-GEN
Bid Opening - Thursday, August 27, 2020, 11:00 a.m.

No.	Item Description	Units	Estimated Quantity	7							
				Engineer's Estimate		Concept Consultant		Metro Builders & Engineers		SDC Engineering	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Los Angeles, CA				Newport Beach, CA		Long Beach, CA	
1	Remove Existing Wall	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 8,500.00	\$ 8,500.00	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00
2	Remove Existing Walkway/Sidewalk	SF	1,000	\$ 5.00	\$ 5,000.00	\$ 5.00	\$ 5,000.00	\$ 6.00	\$ 6,000.00	\$ 4.00	\$ 4,000.00
3	Unclassified Excavation	CY	70	\$ 110.00	\$ 7,700.00	\$ 81.00	\$ 5,670.00	\$ 200.00	\$ 14,000.00	\$ 130.00	\$ 9,100.00
4	Construct 3-Inch Thick AC Pavement	TON	50	\$ 130.00	\$ 6,500.00	\$ 210.00	\$ 10,500.00	\$ 389.00	\$ 19,450.00	\$ 165.00	\$ 8,250.00
5	Construct 9' High (8' Exposed) CMU Site Wall	LF	140	\$ 450.00	\$ 63,000.00	\$ 433.00	\$ 60,620.00	\$ 308.00	\$ 43,120.00	\$ 385.00	\$ 53,900.00
6	Remove and Construct Curb Ramp Per SPPWC 111-5	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,100.00	\$ 5,100.00	\$ 12,500.00	\$ 12,500.00	\$ 4,500.00	\$ 4,500.00
7	Construct Modified PCC Retaining Curb to Match Existing	LF	5	\$ 50.00	\$ 250.00	\$ 45.00	\$ 225.00	\$ 200.00	\$ 1,000.00	\$ 300.00	\$ 1,500.00
8	Construct 4-Inch Thick PCC Walkway/Sidewalk	SF	600	\$ 16.00	\$ 9,600.00	\$ 13.50	\$ 8,100.00	\$ 24.00	\$ 14,400.00	\$ 13.85	\$ 8,310.00
9	Furnish and Install Wheel Stop	EA	8	\$ 110.00	\$ 880.00	\$ 110.00	\$ 880.00	\$ 100.00	\$ 800.00	\$ 125.00	\$ 1,000.00
10	Install Striping	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,500.00	\$ 5,500.00	\$ 3,500.00	\$ 3,500.00
11	Furnish and Install Replacement Landscaping	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 10,500.00	\$ 10,500.00	\$ 21,500.00	\$ 21,500.00	\$ 8,500.00	\$ 8,500.00
12	Furnish and Install Modified Irrigation System	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,750.00	\$ 3,750.00	\$ 8,500.00	\$ 8,500.00	\$ 4,000.00	\$ 4,000.00
13	Construct 8-Inch wide PCC Mow Curb to Match Existing	LF	35	\$ 60.00	\$ 2,100.00	\$ 16.00	\$ 560.00	\$ 40.00	\$ 1,400.00	\$ 100.00	\$ 3,500.00
14	Install Jensen Precast 12"x12" Catch Basin with Traffic Grate or Approved Equal	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 6,500.00	\$ 6,500.00
15	Construct 4" PVC Drain Line	LF	20	\$ 100.00	\$ 2,000.00	\$ 65.00	\$ 1,300.00	\$ 125.00	\$ 2,500.00	\$ 85.00	\$ 1,700.00
16	Construct 6" PVC Drain Line and Bedding	LF	20	\$ 110.00	\$ 2,200.00	\$ 80.00	\$ 1,600.00	\$ 200.00	\$ 4,000.00	\$ 150.00	\$ 3,000.00
17	Furnish and Install Stormtech Chamber Model SC-740 or Approved Equal	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 30,000.00	\$ 30,000.00	\$ 3,500.00	\$ 3,500.00	\$ 50,000.00	\$ 50,000.00
18	Furnish and Install Flogard Model FGP-12F8 or Approved Equal	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 3,700.00	\$ 3,700.00	\$ 2,000.00	\$ 2,000.00	\$ 6,500.00	\$ 6,500.00
19	Furnish and Install Parking Lot Light Pole	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 8,300.00	\$ 8,300.00	\$ 7,500.00	\$ 7,500.00	\$ 13,500.00	\$ 13,500.00
20	Furnish and Install Pull Box	EA	3	\$ 600.00	\$ 1,800.00	\$ 1,500.00	\$ 4,500.00	\$ 750.00	\$ 2,250.00	\$ 650.00	\$ 1,950.00
21	Furnish and Install 1-Inch PVC Conduit	LF	150	\$ 27.00	\$ 4,050.00	\$ 22.00	\$ 3,300.00	\$ 25.33	\$ 3,799.50	\$ 35.00	\$ 5,250.00
22	Furnish and Install 1 1/2-Inch PVC Conduit	LF	45	\$ 38.00	\$ 1,710.00	\$ 30.00	\$ 1,350.00	\$ 66.67	\$ 3,000.15	\$ 50.00	\$ 2,250.00
23	Furnish and Install 1-Inch Rigid Steel Conduit	LF	18	\$ 33.00	\$ 594.00	\$ 52.00	\$ 936.00	\$ 166.67	\$ 3,000.06	\$ 50.00	\$ 900.00
24	Furnish and Install Parking Lot Lighting Conductors	LF	300	\$ 4.00	\$ 1,200.00	\$ 4.50	\$ 1,350.00	\$ 25.00	\$ 7,500.00	\$ 6.50	\$ 1,950.00
25	Adjust Water Valve to Grade	EA	1	\$ 700.00	\$ 700.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 850.00	\$ 850.00
26	Adjust Pullbox to Grade	EA	1	\$ 700.00	\$ 700.00	\$ 550.00	\$ 550.00	\$ 1,000.00	\$ 1,000.00	\$ 850.00	\$ 850.00
Total:				\$ 190,984.00		\$ 183,891.00		\$ 198,719.71		\$ 210,260.00	

(c)

Notes	
(a)	Bid total shown incorrectly in bid as \$161,135.00. The bid items were added incorrectly. Correct total is \$171,135.00
(b)	Bid total shown incorrectly in bid as \$174,000.00. The bid items were added incorrectly. Correct total is \$173,940.00
(c)	Bid total shown incorrectly in bid as \$202,730.00. Bid Items 5, 8, 21, 22, and 23 were multiplied incorrectly. Correct total is \$198,719.71
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(e)	Bid total shown incorrectly in bid as \$223,038.00. Bid Items 21, 22 and 23 were multiplied incorrectly. Correct total is \$223,135.00.
(f)	"Median" column is intended to show the median value for each line item, including "Total" and column is not intended to be added.

City of South Gate - Public Works Department - Engineering Division
Bid Analysis - South Gate Police Department Parking Lot Expansion Project, City Project No. 594-GEN
Bid Opening - Thursday, August 27, 2020, 11:00 a.m.

No.	Item Description	Units	Estimated Quantity	Engineer's Estimate		10 OCC Builders Fountain Valley, CA		11 Radfall Co Santa Clarita, CA		12 Palp Inc Long Beach, CA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Remove Existing Wall	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	\$ 10,539.90	\$ 10,539.90	\$ 18,000.00	\$ 18,000.00
2	Remove Existing Walkway/Sidewalk	SF	1,000	\$ 5.00	\$ 5,000.00	\$ 5.00	\$ 5,000.00	\$ 9.49	\$ 9,490.00	\$ 3.00	\$ 3,000.00
3	Unclassified Excavation	CY	70	\$ 110.00	\$ 7,700.00	\$ 110.00	\$ 7,700.00	\$ 371.29	\$ 25,990.30	\$ 191.00	\$ 13,370.00
4	Construct 3-Inch Thick AC Pavement	TON	50	\$ 130.00	\$ 6,500.00	\$ 170.00	\$ 8,500.00	\$ 225.20	\$ 11,260.00	\$ 200.00	\$ 10,000.00
5	Construct 9' High (8' Exposed) CMU Site Wall	LF	140	\$ 450.00	\$ 63,000.00	\$ 450.00	\$ 63,000.00	\$ 669.20	\$ 93,688.00	\$ 450.00	\$ 63,000.00
6	Remove and Construct Curb Ramp Per SPPWC 111-5	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,621.28	\$ 5,621.28	\$ 16,000.00	\$ 16,000.00
7	Construct Modified PCC Retaining Curb to Match Existing	LF	5	\$ 50.00	\$ 250.00	\$ 400.00	\$ 2,000.00	\$ 222.51	\$ 1,112.55	\$ 110.00	\$ 550.00
8	Construct 4-Inch Thick PCC Walkway/Sidewalk	SF	600	\$ 16.00	\$ 9,600.00	\$ 20.00	\$ 12,000.00	\$ 21.52	\$ 12,912.00	\$ 25.00	\$ 15,000.00
9	Furnish and Install Wheel Stop	EA	8	\$ 110.00	\$ 880.00	\$ 110.00	\$ 880.00	\$ 52.70	\$ 421.60	\$ 85.00	\$ 680.00
10	Install Striping	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,463.88	\$ 1,463.88	\$ 3,000.00	\$ 3,000.00
11	Furnish and Install Replacement Landscaping	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 3,806.08	\$ 3,806.08	\$ 16,000.00	\$ 16,000.00
12	Furnish and Install Modified Irrigation System	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,927.75	\$ 2,927.75	\$ 13,000.00	\$ 13,000.00
13	Construct 8-inch wide PCC Mow Curb to Match Existing	LF	35	\$ 60.00	\$ 2,100.00	\$ 70.00	\$ 2,450.00	\$ 60.23	\$ 2,108.05	\$ 110.00	\$ 3,850.00
14	Install Jensen Precast 12"x12" Catch Basin with Traffic Grate or Approved Equal	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 2,049.43	\$ 2,049.43	\$ 2,000.00	\$ 2,000.00
15	Construct 4" PVC Drain Line	LF	20	\$ 100.00	\$ 2,000.00	\$ 150.00	\$ 3,000.00	\$ 43.92	\$ 878.40	\$ 35.00	\$ 700.00
16	Construct 6" PVC Drain Line and Bedding	LF	20	\$ 110.00	\$ 2,200.00	\$ 175.00	\$ 3,500.00	\$ 87.83	\$ 1,756.60	\$ 45.00	\$ 900.00
17	Furnish and Install Stormtech Chamber Model SC-740 or Approved Equal	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 36,728.00	\$ 36,728.00	\$ 5,269.95	\$ 5,269.95	\$ 12,000.00	\$ 12,000.00
18	Furnish and Install Flogard Model FGP-12F8 or Approved Equal	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00	\$ 873.33	\$ 873.33	\$ 1,500.00	\$ 1,500.00
19	Furnish and Install Parking Lot Light Pole	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00	\$ 11,711.00	\$ 11,711.00	\$ 17,000.00	\$ 17,000.00
20	Furnish and Install Pull Box	EA	3	\$ 600.00	\$ 1,800.00	\$ 500.00	\$ 1,500.00	\$ 136.63	\$ 409.89	\$ 500.00	\$ 1,500.00
21	Furnish and Install 1-Inch PVC Conduit	LF	150	\$ 27.00	\$ 4,050.00	\$ 30.00	\$ 4,500.00	\$ 9.76	\$ 1,464.00	\$ 23.00	\$ 3,450.00
22	Furnish and Install 1 1/2-Inch PVC Conduit	LF	45	\$ 38.00	\$ 1,710.00	\$ 52.00	\$ 2,340.00	\$ 32.53	\$ 1,463.85	\$ 25.00	\$ 1,125.00
23	Furnish and Install 1-Inch Rigid Steel Conduit	LF	18	\$ 33.00	\$ 594.00	\$ 89.00	\$ 1,602.00	\$ 81.33	\$ 1,463.94	\$ 75.00	\$ 1,350.00
24	Furnish and Install Parking Lot Lighting Conductors	LF	300	\$ 4.00	\$ 1,200.00	\$ 8.00	\$ 2,400.00	\$ 9.76	\$ 2,928.00	\$ 5.00	\$ 1,500.00
25	Adjust Water Valve to Grade	EA	1	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 878.33	\$ 878.33	\$ 500.00	\$ 500.00
26	Adjust Pullbox to Grade	EA	1	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 878.33	\$ 878.33	\$ 500.00	\$ 500.00
				Total:	\$ 190,984.00		\$ 213,000.00		\$ 213,366.44		\$ 219,475.00

(d)

Notes	
(a)	Bid total shown Incorrectly in bid as \$161,135.00. The bid items were added incorrectly. Correct total is \$171,135.00
(b)	Bid total shown Incorrectly in bid as \$174,000.00. The bid items were added incorrectly. Correct total is \$173,940.00
(c)	Bid total shown Incorrectly in bid as \$202,730.00. Bid items 5, 8, 21, 22, and 23 were multiplied incorrectly. Correct total is \$198,719.71
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City of South Gate - Public Works Department - Engineering Division
Bid Analysis - South Gate Police Department Parking Lot Expansion Project, City Project No. 594-GEN
Bid Opening - Thursday, August 27, 2020, 11:00 a.m.

No.	Item Description	Units	Estimated Quantity	Engineer's Estimate		13 RS Construction Upland, CA		14 Fame Legacy Winnetka, CA		15 Mike Bubalo Construction Baldwin Park, CA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Remove Existing Wall	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 7,020.00	\$ 7,020.00	\$ 7,438.20	\$ 7,438.20	\$ 10,080.00	\$ 10,080.00
2	Remove Existing Walkway/Sidewalk	SF	1,000	\$ 5.00	\$ 5,000.00	\$ 5.85	\$ 5,850.00	\$ 19.00	\$ 19,000.00	\$ 6.12	\$ 6,120.00
3	Unclassified Excavation	CY	70	\$ 110.00	\$ 7,700.00	\$ 128.70	\$ 9,009.00	\$ 94.05	\$ 6,583.50	\$ 374.57	\$ 26,219.90
4	Construct 3-Inch Thick AC Pavement	TON	50	\$ 130.00	\$ 6,500.00	\$ 152.10	\$ 7,605.00	\$ 452.50	\$ 22,625.00	\$ 180.00	\$ 9,000.00
5	Construct 9' High (8' Exposed) CMU Site Wall	LF	140	\$ 450.00	\$ 63,000.00	\$ 526.50	\$ 73,710.00	\$ 403.00	\$ 56,420.00	\$ 493.97	\$ 69,155.80
6	Remove and Construct Curb Ramp Per SPPWC 111-5	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,850.00	\$ 5,850.00	\$ 6,198.50	\$ 6,198.50	\$ 13,320.00	\$ 13,320.00
7	Construct Modified PCC Retaining Curb to Match Existing	LF	5	\$ 50.00	\$ 250.00	\$ 50.00	\$ 250.00	\$ 186.00	\$ 930.00	\$ 327.60	\$ 1,638.00
8	Construct 4-Inch Thick PCC Walkway/Sidewalk	SF	600	\$ 16.00	\$ 9,600.00	\$ 18.72	\$ 11,232.00	\$ 20.00	\$ 12,000.00	\$ 29.00	\$ 17,400.00
9	Furnish and Install Wheel Stop	EA	8	\$ 110.00	\$ 880.00	\$ 100.00	\$ 800.00	\$ 310.00	\$ 2,480.00	\$ 350.00	\$ 2,800.00
10	Install Striping	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,510.00	\$ 3,510.00	\$ 4,338.95	\$ 4,338.95	\$ 3,480.00	\$ 3,480.00
11	Furnish and Install Replacement Landscaping	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 8,190.00	\$ 8,190.00	\$ 9,917.60	\$ 9,917.60	\$ 6,372.00	\$ 6,372.00
12	Furnish and Install Modified Irrigation System	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,510.00	\$ 3,510.00	\$ 4,958.80	\$ 4,958.80	\$ 9,480.00	\$ 9,480.00
13	Construct 8-inch wide PCC Mow Curb to Match Existing	LF	35	\$ 60.00	\$ 2,100.00	\$ 60.00	\$ 2,100.00	\$ 93.00	\$ 3,255.00	\$ 82.29	\$ 2,880.15
14	Install Jensen Precast 12"x12" Catch Basin with Traffic Grate or Approved Equal	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,562.17	\$ 7,562.17	\$ 5,160.00	\$ 5,160.00
15	Construct 4" PVC Drain Line	LF	20	\$ 100.00	\$ 2,000.00	\$ 117.00	\$ 2,340.00	\$ 137.00	\$ 2,740.00	\$ 226.80	\$ 4,536.00
16	Construct 6" PVC Drain Line and Bedding	LF	20	\$ 110.00	\$ 2,200.00	\$ 128.70	\$ 2,574.00	\$ 149.00	\$ 2,980.00	\$ 246.00	\$ 4,920.00
17	Furnish and Install Stormtech Chamber Model SC-740 or Approved Equal	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 44,460.00	\$ 44,460.00	\$ 51,447.55	\$ 51,447.55	\$ 63,114.00	\$ 63,114.00
18	Furnish and Install Flogard Model FGP-12F8 or Approved Equal	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,680.00	\$ 4,680.00	\$ 5,268.70	\$ 5,268.70	\$ 3,600.00	\$ 3,600.00
19	Furnish and Install Parking Lot Light Pole	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 11,700.00	\$ 11,700.00	\$ 14,876.40	\$ 14,876.40	\$ 10,000.00	\$ 10,000.00
20	Furnish and Install Pull Box	EA	3	\$ 600.00	\$ 1,800.00	\$ 702.00	\$ 2,106.00	\$ 843.00	\$ 2,529.00	\$ 500.00	\$ 1,500.00
21	Furnish and Install 1-inch PVC Conduit	LF	150	\$ 27.00	\$ 4,050.00	\$ 32.00	\$ 4,800.00	\$ 41.00	\$ 6,150.00	\$ 55.00	\$ 8,250.00
22	Furnish and Install 1 1/2-inch PVC Conduit	LF	45	\$ 38.00	\$ 1,710.00	\$ 45.00	\$ 2,025.00	\$ 52.00	\$ 2,340.00	\$ 65.00	\$ 2,925.00
23	Furnish and Install 1-inch Rigid Steel Conduit	LF	18	\$ 33.00	\$ 594.00	\$ 45.00	\$ 810.00	\$ 45.00	\$ 810.00	\$ 80.00	\$ 1,440.00
24	Furnish and Install Parking Lot Lighting Conductors	LF	300	\$ 4.00	\$ 1,200.00	\$ 4.68	\$ 1,404.00	\$ 8.00	\$ 2,400.00	\$ 50.00	\$ 15,000.00
25	Adjust Water Valve to Grade	EA	1	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 1,053.75	\$ 1,053.75	\$ 500.00	\$ 500.00
26	Adjust Pullbox to Grade	EA	1	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 1,053.75	\$ 1,053.75	\$ 500.00	\$ 500.00
				Total:	\$ 190,984.00		\$ 223,135.00		\$ 257,356.87		\$ 299,390.85

(e)

Notes	
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City of South Gate - Public Works Department - Engineering Division
Bid Analysis - South Gate Police Department Parking Lot Expansion Project, City Project No. 594-GEN
Bid Opening - Thursday, August 27, 2020, 11:00 a.m.

No.	Item Description	Units	Estimated Quantity	Engineer's Estimate		Average		Median	
				Unit Price	Amount				
1	Remove Existing Wall	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 9,455.21	\$ 9,455.21	\$ 8,000.00	\$ 8,000.00
2	Remove Existing Walkway/Sidewalk	SF	1,000	\$ 5.00	\$ 5,000.00	\$ 5.91	\$ 5,910.67	\$ 5.00	\$ 5,000.00
3	Unclassified Excavation	CY	70	\$ 110.00	\$ 7,700.00	\$ 165.59	\$ 11,591.35	\$ 128.70	\$ 9,009.00
4	Construct 3-Inch Thick AC Pavement	TON	50	\$ 130.00	\$ 6,500.00	\$ 246.31	\$ 12,315.67	\$ 200.00	\$ 10,000.00
5	Construct 9' High (8' Exposed) CMU Site Wall	LF	140	\$ 450.00	\$ 63,000.00	\$ 422.98	\$ 59,216.92	\$ 425.00	\$ 59,500.00
6	Remove and Construct Curb Ramp Per SPPWC 111-5	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 7,336.32	\$ 7,336.32	\$ 6,000.00	\$ 6,000.00
7	Construct Modified PCC Retaining Curb to Match Existing	LF	5	\$ 50.00	\$ 250.00	\$ 152.07	\$ 760.37	\$ 110.00	\$ 550.00
8	Construct 4-Inch Thick PCC Walkway/Sidewalk	SF	600	\$ 16.00	\$ 9,600.00	\$ 16.24	\$ 9,745.60	\$ 13.85	\$ 8,310.00
9	Furnish and Install Wheel Stop	EA	8	\$ 110.00	\$ 880.00	\$ 130.35	\$ 1,042.77	\$ 110.00	\$ 880.00
10	Install Striping	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,851.52	\$ 2,851.52	\$ 3,000.00	\$ 3,000.00
11	Furnish and Install Replacement Landscaping	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 8,965.71	\$ 8,965.71	\$ 8,500.00	\$ 8,500.00
12	Furnish and Install Modified Irrigation System	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 5,561.47	\$ 5,561.47	\$ 4,000.00	\$ 4,000.00
13	Construct 8-inch wide PCC Mow Curb to Match Existing	LF	35	\$ 60.00	\$ 2,100.00	\$ 60.77	\$ 2,126.88	\$ 60.00	\$ 2,100.00
14	Install Jensen Precast 12"x12" Catch Basin with Traffic Grate or Approved Equal	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,944.77	\$ 3,944.77	\$ 4,000.00	\$ 4,000.00
15	Construct 4" PVC Drain Line	LF	20	\$ 100.00	\$ 2,000.00	\$ 87.41	\$ 1,748.29	\$ 80.00	\$ 1,600.00
16	Construct 6" PVC Drain Line and Bedding	LF	20	\$ 110.00	\$ 2,200.00	\$ 112.44	\$ 2,248.71	\$ 110.00	\$ 2,200.00
17	Furnish and Install Stormtech Chamber Model SC-740 or Approved Equal	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 28,541.30	\$ 28,541.30	\$ 28,700.00	\$ 28,700.00
18	Furnish and Install Flogard Model FGP-12F8 or Approved Equal	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 3,334.80	\$ 3,334.80	\$ 3,600.00	\$ 3,600.00
19	Furnish and Install Parking Lot Light Pole	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 11,822.49	\$ 11,822.49	\$ 11,711.00	\$ 11,711.00
20	Furnish and Install Pull Box	EA	3	\$ 600.00	\$ 1,800.00	\$ 742.44	\$ 2,227.33	\$ 702.00	\$ 2,106.00
21	Furnish and Install 1-Inch PVC Conduit	LF	150	\$ 27.00	\$ 4,050.00	\$ 30.02	\$ 4,503.40	\$ 30.00	\$ 4,500.00
22	Furnish and Install 1 1/2-Inch PVC Conduit	LF	45	\$ 38.00	\$ 1,710.00	\$ 45.51	\$ 2,048.10	\$ 45.00	\$ 2,025.00
23	Furnish and Install 1-Inch Rigid Steel Conduit	LF	18	\$ 33.00	\$ 594.00	\$ 74.18	\$ 1,335.24	\$ 75.00	\$ 1,350.00
24	Furnish and Install Parking Lot Lighting Conductors	LF	300	\$ 4.00	\$ 1,200.00	\$ 10.43	\$ 3,128.80	\$ 6.00	\$ 1,800.00
25	Adjust Water Valve to Grade	EA	1	\$ 700.00	\$ 700.00	\$ 603.81	\$ 603.81	\$ 600.00	\$ 600.00
26	Adjust Pullbox to Grade	EA	1	\$ 700.00	\$ 700.00	\$ 751.14	\$ 751.14	\$ 600.00	\$ 600.00
				Total:	\$ 190,984.00		\$ 203,118.63		\$ 198,719.71

(f)

Notes	
(a)	Bid total shown incorrectly in bid as \$161,135.00. The bid items were added incorrectly. Correct total is \$171,135.00
(b)	Bid total shown incorrectly in bid as \$174,000.00. The bid items were added incorrectly. Correct total is \$173,940.00
(c)	Bid total shown incorrectly in bid as \$202,730.00. Bid items 5, 8, 21, 22, and 23 were multiplied incorrectly. Correct total is \$198,719.71
(d)	Bid total shown incorrectly in bid as \$213,366.23. Bid items 2, 3, 4, 8, 13, 15, 16, 18, 21, 22, 23 and 24 were multiplied incorrectly. Correct total is \$213,366.44.
(e)	Bid total shown incorrectly in bid as \$223,038.00. Bid items 21, 22 and 23 were multiplied incorrectly. Correct total is \$223,135.00.
(f)	"Median" column is intended to show the median value for each line item, including "Total" and column is not intended to be added.

NOTICE OF EXEMPTION

TO: County Clerk/Registrar-Recorder
County of Los Angeles
Environmental Filings
12400 E. Imperial Hwy
Norwalk, CA 90650

FROM: Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

Project Title and Location (including county):

South Gate Police Department Parking Lot Expansion Project, City Project No. 594-GEN.
Location: 8620 California Avenue, South Gate, CA 90280

Project Description:

The project involves the expansion of the South Gate Police Department Parking Lot. It will extend the existing parking lot to the west to provide eight (8) new parking stalls. The work includes reconstructing and extending the perimeter block wall, constructing a new asphalt concrete pavement section with eight new parking spaces, parking lot lighting, re-construction of landscape and irrigation improvements, installing a storm water infiltration unit and peripheral improvements.

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: 15311 Class: 11(b)
- Statutory Exemption: Section: _____ Class: _____

Reasons why project is exempt:

The work falls under the category of construction or placement of minor structures accessory to existing commercial, industrial or institutional facilities. Therefore, this project qualifies for a Categorical Exemption Section 15311 Class 11(b) under exemption for accessory structures (small parking lots) and has no significant effects on the environment.

Lead Agency Contact Person and Phone Number:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works
323-563-9567; acervantes@sogate.org

Prepared and filed by the South Gate Public Works Department by:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works

Signature

Printed Name and Title

Date

RECEIVED

JAN 20 2021

City of South Gate Item No. 13
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

9:20am

AGENDA BILL

For the Regular Meeting of: January 26, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: CHANGE ORDER NO. 2 TO CONTRACT NO. 2020-30-CC WITH HARDY AND HARPER, INC., MODIFYING THE SCOPE OF WORK FOR THE CHAKEMCO STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 593-ST

PURPOSE: The Chakemco Street Improvement Project (Project) is now substantially complete. Contract Change Order No. 2 (CCO No. 2) is an owner-initiated change order that provides for additional improvements that are necessary to address design and field issues. It also provides for a deduction of improvements that are no longer necessary to be performed as a part of the Project. In total, CCO No. 2 provides for \$63,265 of additional improvements and \$10,052 in deductions, for a net amount of \$53,213.

RECOMMENDED ACTIONS: The City Council will:

- a. Approve Change Order No. 2 to Contract No. 2020-30-CC with Hardy and Harper, Inc., for additional improvements on the Chakemco Street Improvement Project, City Project No. 593-ST, and deduction of improvements no longer necessary to be constructed, in a net amount not-to-exceed \$53,213; and
- b. Authorize the Assistant City Manager/Director of Public Works to execute Change Order No. 2.

FISCAL IMPACT: There is no fiscal impact to the General Fund. CCO No. 2 is in the amount of \$53,213 which will be funded with funds secured from Los Angeles Unified School District (LAUSD) for the construction of this Project. The revised contract budget, inclusive of CCO No. 1 and CCO No. 2 is \$531,683. The Project is budgeted in the amount of \$1,650,000 and funded as summarized on the next page, in account No. 311-790-31-9572.

ANALYSIS: The construction of the Project is substantially complete. During construction, several field issues arose that required changes to the design and therefore, changes to the construction contract. Also, certain improvements were identified that are no longer necessary to be constructed as a part of the Project. CCO No. 2 is necessary to incorporate these changes into the contract. More specifically, CCO No. 2 will accomplish the following: (a) incorporate additional improvements to the contract to address design and field issues (\$63,265), and (b) deduct improvements that are no longer necessary to be constructed as a part of the Project (\$10,052 credit), as described below.

- a) **Additional Improvements to Address Field Issues:** This consists of \$8,040 in additional improvements to address drainage and driveway issues at cross gutter; \$20,226 to increase contract quantities of pavement base material based on the actual quantities constructed in the field; \$3,083 to upgrade a fire hydrant to meet current standards; \$6,897 to change of street lighting poles height; \$18,426 for additional sidewalk improvements; \$3,417 to upgrade with a brand name dual meter service cabinet; \$700 for installing handrail to enhance safety; and \$2,476 to maintain landscaping until February 2021.

gms

- b) Deduction of Improvements: This includes a credit of \$480 to eliminate palm tree irrigation system due to water connection issue; and a credit of \$9,572 to decrease contract quantities of commercial driveway, curb and gutter to match the actual quantities constructed in the field.

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

On May 12, 2020, the City Council awarded construction Contract No. 2020-30-CC to Hardy and Harper, Inc., in the amount of \$447,000. Construction began on August 24, 2020 and is scheduled for completion in February 2021.

On October 27, 2020, the City Council approved Change Order No. 1 in the amount of \$31,470, to accomplish the following: (a) incorporate additional improvements to the contract to address design and field issues (\$71,138), and (b) deduct improvements that are no longer necessary to be constructed as a part of the Project (\$39,668 credit).

The Project is budgeted in the amount of \$1,650,000 and funded as summarized below.

Budget Summary

Project Description	Chakemco St. Imp. Project, 593-ST			Total
CIP Account No.	311-790-31-9572			
Funding Sources	LAUSD	Gas Tax	Water Funds	
	\$ 1,175,000	\$ 75,000	\$ 400,000	\$ 1,650,000
Project Design Phase	\$ 110,301			\$ 110,301
Construction Contract	\$ 447,000			\$ 447,000
Change Order No. 1	\$ 31,470			\$ 31,470
Change Order No. 2	\$ 53,213			\$ 53,213
Const. Management & Inspection	\$ 55,372			\$ 55,372
CM and Inspection Amendment 1	\$ 6,825			\$ 6,825
Project Management/Staff Time	\$ 45,000			\$ 45,000
Miscellaneous Costs	\$ 10,000			\$ 10,000
Total	\$ 759,181	\$ -	\$ -	\$ 759,181
Chakemco St. Water Main, 606-WTR			\$ 293,335	\$ 293,335
Remaining Balance:	\$ 415,819	\$ 75,000	\$ 106,665	\$ 597,484

- ATTACHMENTS:** A. Proposed Change Order No. 2
 B. Contract No. 2020-30-CC
 C. Change Order No. 1
 D. Location Map

KT:lc

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER

CHANGE ORDER #: 2 CITY PROJECT #: 593-ST
 PROJECT TITLE: Chakemco Street Improvement Project PURCHASE ORDER #: 4626
 CONTRACT #: 3428 CONTRACT REQUESTED BY: City of South Gate
 CONTRACTOR: Hardy & Harper, Inc. DATE OF REPORT: 1/6/2021
 Acct. No. 311-790-31-9572

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This Change Order is not effective until approved by the Engineer.**

	Cost	Calendar Days
Original Contract Amount:	\$ 447,000.00	0
Previous Change Order Amount:	\$ 31,469.58	0
Contract Change Order Amount: CCO No. 2	\$ 53,213.16	0
Total increase to contract (all change orders) to date:	\$ 84,682.74	0
Revised Total Contract Amount:	\$ 531,682.74	0
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	18.94%	0.00%

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED. ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item #	Detailed description	Change in Bid Item Quantities				Unit	Unit Cost	Change Order Cost	Time Extension Working
		Contract Quantity	Previous Change Orders	THIS Change Orders	Total Adjusted Contract				
1	Traffic Control Plan and Implementation	1	0	-1	0	LS	\$ 10,000.00	\$ (10,000.00)	0
	Traffic Control Plan and Implementation	0	0	1	1	LS	\$ 13,500.00	\$ 13,500.00	0
4	Remove Concrete Sidewalk, Gutter, Driveway and Curb	1840	0	460	2300	SF	\$ 5.00	\$ 2,300.00	0
4A	Remove Concrete Sidewalk, Gutter, Driveway and Curb	0	0	2627.84	2627.84	SF	\$ 4.50	\$ 11,825.28	0
6	Aggregate Base (CAB)	40	204	-244	-244	CY	\$ 170.00	\$ (41,480.00)	0
	Aggregate Base (CAB) Unit Price Adjustment	0	0	408.65	408.65	CY	\$ 151.00	\$ 61,706.15	0
8	Construct PCC Curb and Gutter Type D-2	600	0	-169	431	LF	\$ 38.00	\$ (6,422.00)	0
9	Construct PCC Curb and Gutter Modified Type D-2 per City	140	0	53.5	193.5	LF	\$ 38.00	\$ 2,033.00	0
13	Construct PCC Ribbon Gutter	270	0	12	282	LF	\$ 50.00	\$ 600.00	0
14	Construct 4 in. PCC Sidewalk Per City Std. Plan 207	3600	0	661.67	4261.67	LF	\$ 6.50	\$ 4,300.86	0
15	Construct Commerical Driveway Type B	750	500	-12	1238	SF	\$ 14.00	\$ (168.00)	0
16	Construct Commerical Driveway Type C	840	840	-213	1467	SF	\$ 14.00	\$ (2,982.00)	0
17	Construct PCC Cross Gutter	590	0	119.2	709.2	SF	\$ 16.00	\$ 1,907.20	0
S-1 & S-2	Fire Hydrant Installation	0	1	-1	-1	LS	\$ 5,500.00	\$ (5,500.00)	0
	Break away Fire hydrant shut-off valve	0	1	-1	-1	LS	\$ 1,500.00	\$ (1,500.00)	0
	Fire Hydrant and Break away hydrant shut off valve	0	0	1	1	LS	\$ 10,082.65	\$ 10,082.65	0
S-3	Double meter SCE service cabinet at the S/E corner Atlantic	0	1	-1	-1	LS	\$ 3,223.00	\$ (3,223.00)	0
	Double meter SCE service cabinet at the S/E corner Atlantic	0	0	1	1	LS	\$ 6,640.11	\$ 6,640.11	0
S-6	Eliminate Palm Irrigation Sleeves from Station 11+30 to	0	0	1	-1	LS	\$ 480.00	\$ (480.00)	0
S-7	Change of Street Light Poles height from 14' to 21'	0	0	1	1	LS	\$ 6,896.76	\$ 6,896.76	0
S-8	Water Queen Palm Trees for 12 weeks	0	0	1	1	LS	\$ 2,476.15	\$ 2,476.15	0
S-9	Install Handrail to Enhance Safety	0	0	1	1	LS	\$ 700.00	\$ 700.00	0
							Total Cost:	\$ 53,213.16	0

THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS: \$ 53,213.16 0

Approval Recommended by: Joanna Rembis, Construction Manager (ERSC Inc.) Date: _____
 Approval Recommended by: Kenneth Tang, Project Manager Date: _____
 Approval Recommended by: Jose Loera, P.E., Interim Deputy City Engineer Date: _____
 Approved by: Arturo Cervantes, P.E., Assistant City Manager / Director of Public Works Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the Contractor, do not sign acceptance of this Order, your attention is directed to the requirements of the Specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Accepted by: _____ Date: _____
 Contractor's Representative
 Title: _____

**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: 7-21-2020


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: 5/21/20

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: 5/21/20

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

By: 
Tanner Harbright, Vice President

ATTEST:

By: 
Signature Kristen Paulino

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 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.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This bond was issued in three (3) original counterparts **Contract No. 2020-30-CC**

Bond No 7663479
Premium \$2 579.00

**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 Fidelity and Deposit Company of Maryland 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.

Signed, Sealed and Dated May 15th, 2020

CONTRACTOR:
HARDY AND HARPER, INC.

By: 
Tanner Hambright

Title: Vice President

32 Rancho Circle, Lake Forest, CA 92630
(Type address of Contractor)

Fidelity and Deposit Company of Maryland
(Type name of Surety)

777 South Figueroa Street, Suite 3900

Los Angeles, CA 90017
(Type address of Surety)

By: 
(Signature of authorized officer) Dwight Rellly

Attorney-in-Fact
(Title of officer)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 5/15/2020 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



Bond No. 7663479

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute and appoint Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shauna ROZELLE OSIROM, Frank MORONES, Ben STONG, Michael D. STONG, and R. NAPPI, all of Orange, California, LACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 15th day of January A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn deposed and saith that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn, Notary Public
My Commission Expires July 9, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On May 15, 2020 before me, Ashlie Blanchard, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tanner Hambright
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ashlie Blanchard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This bond was issued in three (3) original counterparts **Contract No. 2020-30-CC**

Bond No. 7663479

**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.

*Fidelity and Deposit Company of Maryland

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 May 15th, 2020.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

CONTRACTOR:
HARDY AND HARPER, INC.

By: 
Tanner Harbright, Vice President

32 Rancho Circle, Lake Forest, CA 92630
(Type address of Contractor)

Fidelity and Deposit Company of Maryland
(Type name of Surety)

777 South Figueroa Street, Suite 3900

Los Angeles, CA 90017
(Type address of Surety)

By: 
(Signature of authorized officer) Dwight Ralby

Attorney-in-Fact
(Title of officer)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 5/15/2020 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro

Bond No 7663479

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS. That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois. and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8. of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, all of Orange, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 15th day of January A D 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn, Notary Public
My Commission Expires July 9, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On May 15, 2020 before me, Ashlie Blanchard, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tanner Hambricht
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature Ashlie Blanchard
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2020

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

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

PRODUCER Newport Beach-Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660	CONTACT NAME: Soham Naik PHONE (AG No. Ext): 949-527-9818 FAX (AG No.): 949-758-2713 E-MAIL ADDRESS: Soham.Naik@alliant.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Hardy & Harper, Inc. Mass Equipment, LLC 32 Rancho Circle Lake Forest CA 92630	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: Executive Risk Indemnity Inc</td> <td style="text-align: right;">NAIC #</td> </tr> <tr> <td>INSURER B: Allied World Assurance Co</td> <td style="text-align: right;">35181</td> </tr> <tr> <td>INSURER C: AGCS Marine Insurance Company</td> <td style="text-align: right;">19489</td> </tr> <tr> <td>INSURER D: Federal Insurance Company</td> <td style="text-align: right;">22837</td> </tr> <tr> <td>INSURER E: Great American Insurance Group</td> <td style="text-align: right;">20281</td> </tr> <tr> <td>INSURER F:</td> <td style="text-align: right;">18691</td> </tr> </table>	INSURER A: Executive Risk Indemnity Inc	NAIC #	INSURER B: Allied World Assurance Co	35181	INSURER C: AGCS Marine Insurance Company	19489	INSURER D: Federal Insurance Company	22837	INSURER E: Great American Insurance Group	20281	INSURER F:	18691
INSURER A: Executive Risk Indemnity Inc	NAIC #												
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INSURER C: AGCS Marine Insurance Company	19489												
INSURER D: Federal Insurance Company	22837												
INSURER E: Great American Insurance Group	20281												
INSURER F:	18691												

COVERAGES **CERTIFICATE NUMBER: 310300847** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	54309997	7/15/2019	7/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y	54310018	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	0311-8879	12/31/2019	10/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	54310019	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
E C	Pollution Liability Rented/Leased Equip Owned Equipment			PCM E502853 00 MX193020423	12/31/2019 12/31/2019	10/1/2020 10/1/2020	\$2,000,000 egs. \$300,000 \$8,024,056 \$1,000,000 occ.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project Name - Chakamco Street Improvement Project

City of South Gate, its affiliated entities, its officers, employees, consultants and sub-consultants, their respective officers, agents, employees are named as additional insureds per the attached endorsements. Thirty day notice of cancellation applies except for ten day non-payment of premium

CERTIFICATE HOLDER City of South Gate 8650 California Avenue South Gate CA 90280	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

POLICY NUMBER: 54309997

COMMERCIAL GENERAL LIABILITY
10-02-2494 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS

This endorsement modifies the following:

COMMON POLICY CONDITIONS

SCHEDULE

Name(s) and Address(es):

The following Condition is added:

Notice Of Cancellation Or Non-Renewal To Specified Persons Or Organizations

1. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to any Person(s) or Organization(s) shown in the Schedule ~~Thirty~~ **thirty** (30) days prior to the effective date of cancellation or non-renewal.
2. If we cancel this policy for non-payment, we will deliver notice of the cancellation to any Person(s) or Organization(s) shown in the Schedule ~~Ten~~ **ten** (10) days prior to the effective date of cancellation.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation or non-renewal with respect to any other person(s) or organization(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
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.

Policy # 54309997

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
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.

POLICY NUMBER: 54309997

COMMERCIAL GENERAL LIABILITY
10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

Location Of Covered Operations:

WHERE REQUIRED BY WRITTEN CONTRACT.

ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

10-02-2461 (Ed. 7-15) Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 1

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom claim is made or "suit" is brought.

8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the Insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the Insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage C.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

2. "Advertising Injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

- a. Copyrighted "advertisement"; or
- b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph a. above;

(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

(3) "Advertising Injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designated Construction Project(s): where required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:**
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: 54310018

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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: Hardy & Harper, Inc.

Endorsement Effective Date: 10/01/2019

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 following is added to Item 5. – "Other Insurance" of Item B. – "General Conditions" under Section IV – "Business Auto Conditions":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

POLICY NUMBER: 54310018

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: Hardy & Harper, Inc.
Endorsement Effective Date: 10/01/2019

SCHEDULE

Name Of Person(s) Or Organization(s):
As 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

POLICY NUMBER: 54310018

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.
4. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. **AUTO LOAN/LEASE GAP COVERAGE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
- c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

- d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.
7. **EXTRA EXPENSE - BROADENED COVERAGE**
Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
- e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.
8. **AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.
9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. **GLASS REPAIR - WAIVER OF DEDUCTIBLE**

POLICY NUMBER: 54310018

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV - BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO - COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7- 08)

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 to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **10/01/2019** at **12:01 A. M.** standard time, forms a part of
(DATE)
Policy No. **54310019** of the **FEDERAL INSURANCE COMPANY**
(NAME OF INSURANCE COMPANY)

issued to **Hardy & Harper, Inc.**

Endorsement No.


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. The additional premium for the blanket waiver offered by this endorsement shall be **0.00** % of total California premium.

Schedule

Person or Organization

Job Description

WHERE REQUIRED BY WRITTEN CONTRACT.

WHERE REQUIRED BY WRITTEN CONTRACT.

**Chakemco Street Improvement Project
Chakemco Street, from Atlantic Avenue to Legacy Lane
City Project No. 593-ST**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
EACH AWARDEE OF A PRINCIPAL CONTRACT**

Michael Murray being first duly sworn, deposes and says that he is
Vice President of (sole owner, a partner, president, etc.)
Hardy & Harper, Inc. 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 
Michael Murray - Vice President
Title

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

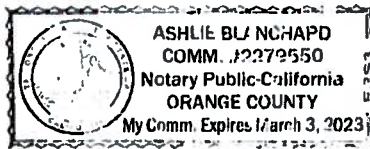
On June 17, 2020 before me, Ashlie Blanchard, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Murray
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ashlie Blanchard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER

CHANGE ORDER #: 1 CITY PROJECT #: 593-ST
 PROJECT TITLE: Chakemco Street Improvement Project PURCHASE ORDER #: 4626
 CONTRACT #: 3428 CHANGE REQUESTED BY: City of South Gate
 CONTRACTOR: Hardy & Harper, Inc DATE OF REPORT: 10/5/2020

Acct. No. 311-790-31-9572

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This Change Order is not effective until approved by the Engineer.**

	Cost	Calendar Days
Original Contract Amount:	\$ 447,000.00	0
Previous Change Order Amount:	\$ -	0
Contract Change Order Amount: CCO No. 1	\$ 31,469.58	0
Total Increase to contract (all change orders) to date:	\$ 31,469.58	0
Revised Total Contract Amount:	\$ 478,469.58	0
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	7.04%	0.00%

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change in Bid Item Quantities									
Item #	Detailed description	Contract Quantity	Previous Change Orders Quantity	THIS Change Orders Quantity	Total Adjusted Contract Quantity	Unit	Unit Cost	Change Order Cost	Time Extension Working Days
4	Increase Qty for Bid Item No 4: Remove Concrete Sidewalk, gutter, driveway and curb ramps	1840	0	2840	1000	SF	\$ 5.00	\$ 5,000.00	0
6	Aggregate Base (CAB)	40	0	244	204	CY	\$ 170.00	\$ 34,680.00	0
7	Asphalt Concrete Pavement (AC)	520	0	404	-116	TON	\$ 100.00	\$ (11,600.00)	0
15	Increase Qty for Bid Item No 15: Construct Commerical Driveway Type B	750	0	1250	500	SF	\$ 14.00	\$ 7,000.00	0
16	Increase Qty for Bid Item No 16: Construct Commerical Driveway Type C	840	0	1680	840	SF	\$ 14.00	\$ 11,760.00	0
22	Increase Qty for Bid Item No. 22: Adjust existing water valve to grade	2	0	3	1	EA	\$ 825.00	\$ 825.00	0
28	Delete Bid Item No. 28: Removal of wrought iron fence and salvage fence, etc. on Atlantic Ave./Chakemco, N/E corner	160	0	-160	0	L.Ft	\$ 55.00	\$ (8,800.00)	0
29	Delete Bid Item No 29: Removal foundation and Conduit and Salvage Light Pole, etc., on Atlantic Ave./Chakemco, N/E corner	4	0	-4	0	EA	\$ 1,150.00	\$ (4,600.00)	0
24	Delete Bid Item No 24 - Relocate Fire Hydrant	0	0	-1	-1	LS	\$ 12,000.00	\$ (12,000.00)	0
S-1	Fire hydrant installation	0	0	1	1	LS	\$ 5,500.00	\$ 5,500.00	0
S-2	Break-away fire hydrant shut-off valve	0	0	1	1	LS	\$ 1,500.00	\$ 1,500.00	0
S-3	Double meter SCE service cabinet at the S/E corner of Atlantic Ave./Chakemco St.	0	0	1	1	LS	\$ 3,223.00	\$ 3,223.00	0
S-4	Modify wrought iron gate and fence for the installation of 5th driveway of north side of Chakemco	0	0	1	1	LS	\$ 1,650.00	\$ 1,650.00	0
S-5	Replace hard wire irrigation controller with solar power controller	0	0	-1	-1	LS	\$ 2,668.42	\$ (2,668.42)	0
Total Cost:								\$ 31,469.58	0

THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS: \$ 31,469.58 0

Approved Recommended by: Joanna Trembis Date: 11/20/20
 Joanna Trembis, Construction Manager (ERSC Int.)
 Approved Recommended by: Kenneth Tang Date: 11/23/2020
 Kenneth Tang, Project Manager
 Approved Recommended by: Enrique Murga Date: 11-23-2020
 Enrique Murga, P.E., Interim Deputy City Engineer
 Approved by: Arbore Cervantes Date: 11/23/20
 Arbore Cervantes, P.E., Assistant City Manager / Director of Public Works

We the undersigned Contractor, have given careful consideration to the change proposal and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the price shown above. **NOTE: If you, the Contractor, do not sign acceptance of this Order, your attention is directed to the requirement of the Specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Accepted by: Markie Parks Date: 11/19/2020
 Project Manager

CHAKEMCO STREET IMPROVEMENT PROJECT CITY PROJECT NO. 593-ST



CITY OF SOUTH GATE VICINITY MAP N.T.S.

RECEIVED

JAN 20 2021

City of South Gate

Item No. 14

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:45p

AGENDA BILL

For the Regular Meeting of: January 26, 2021

Originating Department: Administrative Services

Department Director:


Jackie Acosta

Interim City Manager:


Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2020-26-AC AND APPROVAL OF A NEW PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG & ASSOCIATES

PURPOSE: To amend the current Professional Services Agreements with MV Cheng & Associates and to approve a new Professional Services Agreement for additional temporary accounting services.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 1 to Contract No. 2020-26-AC with MV Cheng & Associates extending as-needed accounting services through April 30, 2021, and increasing the contract amount by \$35,000;
- b. Approve Professional Services Agreement with MV Cheng & Associates for as-needed accounting services through August 31, 2021, in the amount of \$86,000; and
- c. Authorize the Mayor to execute Amendment No. 1 and the new Professional Services Agreement in forms acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The funding for these services is coming from the funding included in the FY 2020/21 adopted budget for the currently vacant full-time Senior Financial Analyst and Senior Accountant positions.

ANALYSIS: None

BACKGROUND: The Administrative Services Department currently has two critical vacant positions in the Finance Division – a Senior Financial Analyst and a Senior Accountant. With these two positions vacant, staff has fallen behind in closing the books for the fiscal year ended June 30, 2020 and we are about to embark on the FY 2021/22 budget process, so temporary help is central to us being able to accomplish these two major tasks, as well as keep up with the day-to-day work. Therefore, in order to ensure sufficient time for the completion of the current Senior Accountant recruitment process and the transition of work and training from the consultant to the new employee, staff is requesting that the City Council approve an extension of the current agreement (Contract No. 2020-26-AC) from January 1, 2021 through April 30, 2021, and increase the contract amount by \$35,000, for a total contract amount of \$84,000.

Staff is also requesting that the City Council approve a new Professional Services Agreement for a temporary Senior Financial Analyst for the term of January 27, 2021 through August 31, 2021, in the amount of \$86,000. This should provide ample time for Human Resources to initiate and complete the recruitment for a permanent Senior Financial Analyst.

ATTACHMENTS: A. Proposed Amendment No. 1 to Contract No. 2020-26-AC
B. Contract No. 2020-26-AC
C. Proposed Professional Services Agreement

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-26-AC -
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SOUTH GATE
AND MV CHENG & ASSOCIATES**

This Amendment No. 1 to Contract No. 2020-26-AC, Agreement for Professional Services, ("Amendment No. 1") is made and entered into as of January 26, 2021, by and between the City of South Gate (hereinafter referred to as "City"), and MV Cheng & Associates (hereinafter referred to as "Consultant"). City and Consultant are referred to collectively as the "Parties."

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services to MV Cheng & Associates.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City previously, on April 20, 2020, entered into a professional services agreement with MV Cheng & Associates, in the amount of Forty-Nine Thousand Dollars (\$49,000.00) to perform various accounting services through and until December 31, 2020.

E. The City desires to extend the term of the professional services agreement to continue to contract with the Consultant to perform various accounting services through April 30, 2021, and to increase the contract amount by an additional Thirty-Five Thousand Dollars (\$35,000.00), for a total contract amount of Eighty-Four Thousand Dollars (\$84,000.00).

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

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Proposal attached hereto as Exhibit A and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement, which became effective on April 20, 2020, will remain in effect through April 30, 2021, unless otherwise expressly extended and agreed to by both Parties or terminated by either party as provided herein.

3.0 CITY AGENT. For the purposes of this Agreement, Jackie Acosta, Director of Administrative Services, is the agent for the City. Whenever approval or authorization is required, Consultant understands that Ms. Acosta has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Consultant's fee and cost schedule included in the Proposal. The cost of services shall not exceed Eighty-Four Thousand Dollars (\$84,000.00). The hourly rate under the original contract (Contract No. 2020-26-AC) was \$70.00 per hour. The hourly rate for this Amendment No. 1 will be between \$60.00 per hour and \$70.00 per hour depending on the actual consultant selected to perform the services under this Amendment No. 1. No additional compensation shall be paid for any other expenses incurred unless first approved by Ms. Acosta.

4.1 The Consultant shall submit to the City a bill for services within 15 calendar days after the end of each month. The City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

4.2 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.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.

5.1 The 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 contract, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Agent or Consultant may terminate this Agreement, without cause, by giving the other party ten (10) calendar days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City, which shall not be unreasonably determined.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the

covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to offset anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City. Notwithstanding, the City acknowledges that the proposal contemplates the use of one or more sub-consultants to the Consultant.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation 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, County and City governments.

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

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

(b) **Comprehensive general and automotive liability insurance** protecting the 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. Each such policy of insurance shall:

1) 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 the City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) 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 the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant agrees to indemnify, defend and hold harmless the City and/or any other City agency, for/from any and all claims or actions of any kind asserted against the 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 the 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 the Consultant.

6.6 Compliance With Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.7 Independent Contractor. This Agreement is by and between the City and the 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 the City and the Consultant.

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

6.8 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 the Consultant.

6.9 Legal Construction.

a) 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.

b) 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.

c) 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.

d) 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.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all parties herein.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the 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 the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

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

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The City 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.

6.14 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.

6.15 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.

6.16 Partial Invalidity. 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.

6.17 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.

6.18 Entire Agreement. This Agreement constitutes the whole Agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

Jackie Acosta
Director of Administrative Services
City of South Gate
8650 California Avenue
South Gate, CA 90280
(323) 563-9524

TO CONSULTANT:

Misty Cheng
MV Cheng & Associates
102 W. 24th Street
Upland, CA 91784
(925) 963-9996

6.20 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.

6.21 Consultation With Attorney. Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

6.22 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 side may claim that the interpretation of the Agreement shall be construed against either party solely because that party drafted all or a portion of the Agreement, or the clause at issue.

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

CITY OF SOUTH GATE:

Chris Jeffers, Interim City Manager

Date: _____

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

DRAFT
APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

MV CHENG & ASSOCIATES:

Misty Cheng, CEO

Date: _____



January 18, 2021

City of South Gate
8650 California Ave.
South Gate, CA 90280

Dear Ms. Acosta:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for a temporary Accountant for the City of South Gate.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a Finance Director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Currently, I serve as the Interim Finance Director for the City of Yucaipa. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Account Clerk, Accountant, Senior Accountant, and Accounting Manager as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors, are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting one candidate. Below is a brief synopsis and the rate. Please refer to the resume attached for more details.

- \$60 per hour-Ash Hassan-16 years of municipal experience consisting of positions such as Audit Supervisor, Senior Auditor, Accountant, Accounting Supervisor, Consultant.

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge

and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department.

The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, **MV Cheng & Associates Inc.** are **Municipal Value Consultants!**

Thank you for taking the time to consider my proposal for accounting assistance for your City. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Misty V. Cheng', written in a cursive style.

Misty V. Cheng
President & CEO

ASH HASSAN

OBJECTIVE

To further my skills and knowledge as an auditor /accountant in the auditing & accounting profession, while pursuing a Certified Public Accountant license.

EXPERIENCE:

Accounting Supervisor- Contractor

April 2017 – Present

MV Cheng & Associates, Inc.

Pasadena, CA

April 2017 – December 2017	Gardena Transit
Dec 2017 – January 2018	City of Chula Vista, Cerritos, Gustine, Rialto & Lake Elsinore
February 2018 – May 2018	City of Bell
May 2018 – July 2018	North County Transit District –Ocean Side
July 2018 – January 2020	City of Lynwood
March 2020 – Present	City of Costa Mesa

- Performing Accounting service to various state and local government including special districts.
- Compiles information and works with external parties/outside agencies on various program financial audits.
- Address complex problems and develop effective solutions for revenue enhancement, and risk management.
- Prepares and/or assists in the preparation of, a diverse range of financial reports, including expenditure/revenue budget to actual comparison, monthly fiscal reports, the City's Comprehensive Annual Financial Report (CAFR), and other periodic financial reports.
- Reviews and performs financial analysis of various federal, state, and county grant financial reporting.
- Review, evaluating and monitoring of capital improvement program (CIP) plans and budgets; monitors and updates operating and capital budget adjustments and funding changes; reviews CIP requests for financial compliance.
- Prepared journal entries and reconciled general ledger and subsidiary accounts. Prepared monthly bank accounts reconciliation.
- Reviewing systems and programs to confirm compliance and the sufficiency of financial controls.
- Performs other related work as required.

Audit Supervisor

January 2016 – March 2017

The Pun Group, LLP

Santa Ana, CA

- Responsible for managing daily fieldwork of financial and compliance audits of various state and local government including cities and special districts.
- Duties include planning, design and testing of internal controls over various transaction cycles; performing analytical review as well as substantive testing on financial statement account balances; and ensuring that all audit procedures are performed in accordance with the generally accepted auditing standards.
- Prepared numerous Cities Comprehensive Annual Financial Reports and the financial statements of related component units to ensure reporting is in compliance with generally accepted accounting principles.
- In charge of as many as three separate audits simultaneously.
- Supervised and provided on-the-job training to new employees.

Accountant

Jan 2015 – August, 2015

City of Lake Forest

Lake Forest, CA

- Processed accounts receivable and cash Receipts transactions.
- Prepared monthly bank accounts reconciliation.
- Analyzed a variety of detailed accounting and statistical data, including data related to the City's budgetary, financial transactions, and Fees
- Prepared journal entries and reconciled general ledger and subsidiary accounts related to postings from payroll, accounts payable, cash receipts, and accounts receivable.
- Reconciled trial balance and and job tracking report
- Assisted Accounting Manager in preparation monthly financial statements and the CAFR.

Audit Supervisor

March 2012 – Dec. 2014

Link, Murrel & Company, LLP

Irvine, CA

September 2011 – Feb 2012

Vavrinek, Trine, Day & Co, LLP (VTD)

Rancho Cucamonga, CA

- Responsible for managing daily fieldwork of financial and compliance audits of various state and local government ,non for Profits organization, OMB A133 (Single audit), and agreed upon procedures or compilation reports for private Companies with annual revenues up to \$50+ million and 401K audit reports.
- Planning engagements including preparing audit programs and time budgets.
- Testing of internal controls over various transaction cycles; performing analytical review as well as substantive testing on financial statement account balances; and ensuring that all audit procedures are performed in accordance with the generally accepted auditing standards.
- Supervised and provided on-the-job training to staff.

Senior Auditor

November 2008 – August 2011

Kieckhafer Schiffer & Co, CPAs (KS & CO)

Irvine, CA

- Had primary accountability for the planning, supervising and delivering of financial statements audit, review, agreed upon procedures or compilation reports for private companies with annual revenues up to \$100+ million.
- Thrived in a fast-paced environment, managing multiple projects and deadlines among private industries such as Manufacturing, Healthcare, Food Services and Retailers.
- Duties include planning, design and testing of internal controls over various transaction cycles; performing analytical review as well as substantive testing on financial statement account balances; and ensuring that all audit procedures are performed in accordance with the generally accepted auditing standards.
- Supervised, coached, and mentored professional staff members of the engagement team.
- Provided communication to upper management with issues that may arise and status of engagements.
- Developed strong client relationships by meeting and exceeding client deadlines and expectations.

Senior Auditor

June 2004 – November 2008

Macias Gini & O'Connell, CPAs (MGO)

Newport Beach, CA

- Responsible for managing daily fieldwork of financial and compliance audits of various state and local government including special districts and non for Profits organization.
- Planning engagements including preparing audit programs and time budgets.
- Duties include planning, design and testing of internal controls over various transaction cycles; performing analytical review as well as substantive testing on financial statement account balances; and ensuring that all audit procedures are performed in accordance with the generally accepted auditing standards.
- Prepared numerous Cities Comprehensive Annual Financial Reports and the financial statements of related component units to ensure reporting is in compliance with generally accepted accounting principles.
- Performed numerous of Agreed upon procedures and special projects such as John Wayne airport McDonald's, yacht club, insurance companies, and Hawaiian Gardens and Compton casino Monitoring reviews □ In charge of as many 13 three separate audits simultaneously.

- Supervised and provided on-the-job training to new employees.
- Utilized proSystem fx Engagement software to perform “paperless” audits.

Senior Accountant

April 2001 –May2004

Pacific Trading &Marketing, Inc.

Ontario, CA

- Processed accounts receivable and accounts payable.
- Reconciled bank accounts and sweep accounts.
- Maintained vendors and suppliers accounts (debit memo/credit Memo/ wires / PO.) □ Posted transactions to the GL. ledge
- Assisted controller in preparation of financial statements.
- Managed inventory and research all discrepancies to ensure a good rollover.
- Researched All Discrepancies to determine the action to be taken (Write-off, Dispute, and payback).

Accountant

May 1997 –April 2001

Safeway Shipping, Inc.

Mission Viejo, CA

- Prepared daily journal entries for cash receipts and cash disbursements, monthly bank reconciliation and month end closings.
- Supervised current/outstanding invoice payments, computerized data input, and assisted in invoices and purchase orders verification.
- Reconcile trial balance on a monthly basis
- Maintained open-order status reports, and oversaw all order processing, scheduling, and inventory control functions.
- Posted transactions to the ledger.

Auditor

December 1995 –April 1997

KPMG

Cairo, Egypt

- Audited banks, as well as industrial Companies.
- Conducted computer audits.
- Utilized Macintosh computer analysis programs for checking bank Accounts.
- Designed forms necessary to facilitate work for internal audit.
- Tested internal controls over various transaction cycles
- Performed analytical review as well as substantive testing on financial statement account balances.

EDUCATION:

- Bachelor of Science in Accounting, Cairo University, Egypt

CPA STATUS & OTHER QUALIFICATIONS:

- Working on my CPA exam and planning to finish as soon as possible.
- Certified tax preparer license.

COMPUTER SKILLS:

- Extensive experience with Microsoft Excel, Word, Adobe, Power Point, Microsoft outlook, QuickBooks Pro, Eden, fund balance, spring brooks, and PeopleSoft accounting soft wares.

REFERENCES:

Furnished upon request.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SOUTH GATE
AND MV CHENG & ASSOCIATES**

This Agreement for Professional Services ("Agreement") is made and entered into as of April 27, 2020, by and between the City of South Gate (hereinafter referred to as "City"), and MV Cheng & Associates (hereinafter referred to as "Consultant"). City and Consultant are referred to collectively as the "Parties."

The City and the Consultant agree as follows:

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this Agreement.
- B. The City desires to contract out for consulting services to MV Cheng & Associates.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform various accounting services through December 31, 2020.

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

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Proposal attached hereto as Exhibit A and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement, which became effective on April 20, 2020, will remain in effect through December 31, 2020, unless otherwise expressly extended and agreed to by both Parties or terminated by either party as provided herein.

3.0 CITY AGENT. For the purposes of this Agreement, Jackie Acosta, Director of Administrative Services, is the agent for the City. Whenever approval or authorization is required, Consultant understands that Ms. Acosta has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Consultant's fee and cost schedule included in the Proposal. The cost of services shall not exceed Forty-Nine Thousand Dollars (\$49,000.00). The hourly rate of \$70.00 per hour will remain the same through December 31, 2020. No additional compensation shall be paid for any other expenses incurred unless first approved by Ms. Acosta.

4.1 The Consultant shall submit to the City a bill for services within 15 calendar days after the end of each month. The City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

4.2 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.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.

5.1 The 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 contract, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Agent or Consultant may terminate this Agreement, without cause, by giving the other party ten (10) calendar days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City, which shall not be unreasonably determined.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to offset anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City. Notwithstanding, the City acknowledges that the proposal contemplates the use of one or more sub-consultants to the Consultant.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation 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, County and City governments.

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

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

(b) Comprehensive general and automotive liability insurance protecting the 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. Each such policy of insurance shall:

1) 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 the City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) 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 the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant agrees to indemnify, defend and hold harmless the City and/or any other City agency, for/from any and all claims or actions of any kind asserted against the 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 the 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 the Consultant.

6.6 Compliance With Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.7 Independent Contractor. This Agreement is by and between the City and the 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 the City and the Consultant.

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

6.8 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 the Consultant.

6.9 Legal Construction.

a) 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.

b) 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.

c) 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.

d) 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.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all parties herein.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the 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 the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

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

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The City 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.

6.14 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.

6.15 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.

6.16 Partial Invalidity. 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.

6.17 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.

6.18 Entire Agreement. This Agreement constitutes the whole Agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

Jackie Acosta
Director of Administrative Services
City of South Gate
8650 California Avenue
South Gate, CA 90280
(323) 563-9524

TO CONSULTANT:

Misty Cheng
MV Cheng & Associates
102 W. 24th Street
Upland, CA 91784
(925) 963-9996

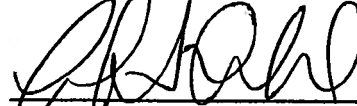
6.20 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

6.21 Consultation With Attorney. Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

6.22 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 side may claim that the interpretation of the Agreement shall be construed against either party solely because that party drafted all or a portion of the Agreement, or the clause at issue.

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

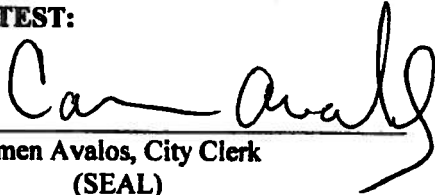
CITY OF SOUTH GATE:



Michael Flad, City Manager

Date: 4-27-20

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Paul F. Salinas, City Attorney

MV CHENG & ASSOCIATES:



Misty Cheng, CEO

Date: 4-20-20





April 20, 2020

City of South Gate
8650 California Ave.
South Gate, CA 90280

Dear Ms. Acosta:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for a temporary Senior Accountant and/or Senior Financial Analyst for the City of South Gate.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a Finance Director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Currently, I serve as the Interim Finance Director for the City of Yucaipa. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Account Clerk, Accountant, Senior Accountant, and Accounting Manager as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors, are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting two candidates. Below is a brief synopsis of each and the rates. Please refer to the resumes attached for more details.

- \$70 per hour-Senior Accountant/Senior Financial Analyst-Jim Raia-19 years of municipal experience consisting of positions such as Senior Accountant, Accountant II, Accountant/Auditor II, Management Analyst.
- \$70 per hour-Senior Accountant/Senior Financial Analyst-Lovenel Reveldez- 25 years of municipal experience consisting of positions such as Assistant Director of Administrative Services, Finance Manager, Senior Accountant, Accountant, Associate Budget Analyst, Accountant/Administrative Analyst.

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department.

The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, MV Cheng & Associates Inc. are Municipal Value Consultants!

Thank you for taking the time to consider my proposal for accounting assistance for your City. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Misty Cheng', written in a cursive style.

Misty V. Cheng
President & CEO

Jim Raia

Objective Seeking opportunities in the Accounting Field that will provide a foundation for personal success.

Education

B.A. Business Administration/Accounting
California State University, Fullerton May, 1998

A.A. Accounting
Goldenwest Community College August, 1993

Professional Experience

MV CHENG & ASSOCIATES
City of Costa Mesa Jan 20- Present

Sr. Accountant

Duties include reconciliation of balance sheet accounts. Perform Transient Occupancy Tax Audits. Track status of CIP Projects. Assist in creation of City's Annual Budget. Work with PeopleSoft Financial Software.

City of South Gate Feb 17- Dec 19

Sr. Accountant

Duties included assisting in creation of the City's Annual Budget. Prepare Quarterly Investment Reports and Interest Allocation schedules. Track Capital Improvement Projects. Prepare Monthly Bank Reconciliations for all Bank Accounts. Maintain General Ledger Accounts and prepare and enter Journal Entries as needed. Prepare the Statistical Section for Annual Financial Statements. Work with Eden Financial Software.

City of San Marino Jul 16- Dec 17

Sr. Accountant

Duties included assisted with creation of the City's Annual Budget. Prepared Quarterly Investment Reports and Interest Allocation schedules. Tracked Capital Improvement Projects. Prepared Monthly Bank Statements for all Bank Accounts. Maintained the General Ledger and prepared and entered Journal Entries as needed. Prepared fixed asset schedules for Annual Financial Statements. Prepared the Statistical Section for Annual Financial Statements. Worked with Springbrook Financial Software

City of Perris Sept 15- Sept 16

Management Analyst

Duties included providing support to management in the Public Works department. Developed spreadsheets to help analyze public works budget needs. Maintain Access Database to track all three City of Perris Maintenance District Funds (Lighting, Landscape and Flood Control). Write Reports for all Tort claims for the Risk Management department to minimize claims against the City. Assisted in Contract Administration and Bid Specifications for Public Works outside vendors. Other duties as assigned

City of Perris

Apr 04-Aug 15

Accountant II

Duties included creating and developing the City's Annual Budget. Preparing fixed asset schedules for Annual Financial Statements. Preparing the Statistical Section for Annual Financial Statements. Preparing Quarterly Investment Reports and Interest Allocation schedules. Tracking all Capital Improvement Projects and updating management monthly on projects status. Also, prepared Annual CIP Book. Preparing Monthly Bank Statements for all Bank Accounts including updating/tracking over 50 Community Facilities District and Public Finance Authority issues. Maintaining the General Ledger and preparing and approving Journal Entries as needed. Took the lead on the implementation of the new Pentamation Financial Software System in fiscal year 2006/07 to include creation of all funds, accounts, budget codes and fixed assets and continuously monitor any changes or updates.

County of Riverside: Office of the Auditor/Controller

Nov 03-Apr 04

Sr. Accountant

Duties included fixed asset valuation for the County of Riverside's Comprehensive Annual Financial Report (CAFR). Analyzed and reconciled all assets of Riverside County to determine their net book value for reporting purposes. Developed new policies, procedures and spreadsheets to record, report and track the County's fixed assets in the future. Worked with PeopleSoft accounting system.

County of Orange: Office of the Auditor/Controller

Dec 01- Apr 03

Accountant/Auditor II

Duties included the compilation and preparation of Orange County's Comprehensive Annual Financial Report (CAFR) for Financial Reporting Mandated Costs. Implemented new GASB statements and bulletins including GASB 33, 34, and 38 for the fiscal year 2001-2002, GASB 34 CAFR. Prepared a Proforma GASB 34 CAFR for fiscal year 2000-2001. Included cooperation with outside auditing firms with regard to the CAFR and various Component Unit financial statements.

Mindless Reaction

Mar 00- Dec 01

Accountant/Controller

Duties included running all facets of the accounting cycle for a men's wholesale clothing company. Provided A/P, A/R, Payroll, Invoicing, month and year-end activities, journal entries, and bank reconciliations. Developed sales and expense budgets quarterly, as well as controlled inventory. Monitored spending and enforced budget adherence. Cooperated with outside audit firm on tax returns. Worked closely with the CEO and Board of Directors.

Alcone Marketing Group

Oct 98- Mar 00

Financial Coordinator

Hired as a Financial Coordinator for marketing company and managed Burger King Account. Duties included coding and billing for various projects performed by Alcone for clients. Gained extensive computer training in Peoplesoft, Excel and Word. Gained experience in job/project costing.

Blockbuster Video

Oct 89- Oct 98

Senior Assistant Manager

Hired as a Customer Service Representative, quickly advanced to Assistant Manager and promoted to Senior Assistant Manager. Duties included the following: store operations, inventory, scheduling, store presentation, and hired and trained new employees. Controlled customer accounts and provided customer service. Gained extensive and invaluable management skills. Worked closely with the store profitability report to maximize revenues and minimize costs while maintaining excellent customer service.

Technical Skills

Proficient in Excel, Word, Access, Pentamation.. Eden. Familiar with Peoplesoft, Springbrook, Quickboks and Powerpoint.

REFERENCES AND FURTHER INFORMATION UPON REQUEST

Lovenel Reveldez

SUMMARY OF QUALIFICATIONS

- Heavy focus on operation and capital budget development.
- Experience in establishing procedures and motivating staff to attain goals.
- Experience includes diverse managerial skills in accounts receivable, general and utility billing, cash management, general ledger maintenance, payroll and accounts payable.

EXPERIENCE

City of Placentia, CA thru MV Cheng & Associates

Interim Finance Manager, 03/2020-04/2020

- Assisted Finance Director in the preparation and development of the City's annual operating and capital improvement program budget.

City of Lake Forest, CA thru MV Cheng & Associates

Interim Finance Manager, 02/2020

- Under the direction of the Director of Finance, performed general accounting duties such as accounts payable review, Cal-card reconciliation and analysis. Perform other duties as assigned.

City of Lakewood, CA

Assistant Director of Administrative Services, 2/2010-7/12/19 (Retired)

Finance Manager, 6/2008-2/2010

Senior Accountant, 7/2007-6/2008

- Coordinated the development, review and adoption of the City's over \$70 million annual budget including general and enterprise funds, Capital Improvement Program and grant-funded projects.
- Assisted the Director of Administrative Services in the day-to-day management of the department's operation including Utility Billing, General Ledger, Accounts Payables and Receivables, Payroll, Cash/Revenue Management, Budget Monitoring and Financial Reporting.
- Maintained and reconciled general ledger, financial reports, and accounting records; reviewed and examined accounting transactions to ensure accuracy; approved journal vouchers to post transactions to accounting system; performed month-end, year-end closing process.
- Prepared, analyzed and directed the preparation of a variety of periodic complex financial reports, statements, and special reports, related to the City's financial activities including the State Controller's Report and the Comprehensive Annual Financial Report.

City of Bell Gardens, CA
Consultant, 11/2006-7/2007

- Under the direction of the Director of Finance and Administrative Services, performed general accounting duties such as bank reconciliation, interest allocation, payroll taxes reconciliation and financial reports and other account analysis and reconciliation.
- Developed the city's \$40 million operating budget including revenue projections and budget for capital projects.

City of Anaheim, CA - Accountant, 5/2006-11/2006

City of Paramount, CA - Accountant, 4/2004-5/2006

California State University, Fullerton, CA - Associate Budget Analyst, 8/2001-8/2003

City of Santa Monica, CA- Accountant/Administrative Analyst, 11/1995-8/2001

EDUCATION/TRAINING

Master of Accountancy, National University

Bachelor of Science in Accounting, University of San Carlos

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SOUTH GATE
AND MV CHENG & ASSOCIATES**

This Agreement for Professional Services ("Agreement") is made and entered into as of January 26, 2021, by and between the City of South Gate (hereinafter referred to as "City"), and MV Cheng & Associates (hereinafter referred to as "Consultant"). City and Consultant are referred to collectively as the "Parties."

The City and the Consultant agree as follows:

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this Agreement.
- B. The City desires to contract out for consulting services to MV Cheng & Associates.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform various accounting services through August 31, 2021.

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

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Proposal attached hereto as Exhibit A and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement, which becomes effective on January 27, 2021, will remain in effect through August 31, 2021, unless otherwise expressly extended and agreed to by both Parties or terminated by either party as provided herein.

3.0 CITY AGENT. For the purposes of this Agreement, Jackie Acosta, Director of Administrative Services, is the agent for the City. Whenever approval or authorization is required, Consultant understands that Ms. Acosta has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Consultant's fee and cost schedule included in the Proposal. The cost of services shall not exceed Eighty-Six Thousand Dollars (\$86,000.00). The hourly rate of \$70.00 per hour will be in effect through and including August 31, 2021. No additional compensation shall be paid for any other expenses incurred unless first approved by Ms. Acosta.

4.1 The Consultant shall submit to the City a bill for services within 15 calendar days after the end of each month. The City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

4.2 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.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.

5.1 The 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 contract, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 **Termination.** Either the City Agent or Consultant may terminate this Agreement, without cause, by giving the other party ten (10) calendar days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City, which shall not be unreasonably determined.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to offset anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City. Notwithstanding, the City acknowledges that the proposal contemplates the use of one or more sub-consultants to the Consultant.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation 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, County and City governments.

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

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

(b) **Comprehensive general and automotive liability insurance** protecting the 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. Each such policy of insurance shall:

1) 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 the City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) 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 the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant agrees to indemnify, defend and hold harmless the City and/or any other City agency, for/from any and all claims or actions of any kind asserted against the 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 the 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 the Consultant.

6.6 Compliance With Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.7 Independent Contractor. This Agreement is by and between the City and the 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 the City and the Consultant.

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

6.8 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 the Consultant.

6.9 Legal Construction.

a) 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.

b) 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.

c) 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.

d) 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.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all parties herein.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished

or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the 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 the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

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

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The City 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.

6.14 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.

6.15 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.

6.16 Partial Invalidity. 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.

6.17 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.

6.18 Entire Agreement. This Agreement constitutes the whole Agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

Jackie Acosta
Director of Administrative Services
City of South Gate
8650 California Avenue
South Gate, CA 90280
(323) 563-9524

TO CONSULTANT:

Misty Cheng
MV Cheng & Associates
102 W. 24th Street
Upland, CA 91784
(925) 963-9996

6.20 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.

6.21 Consultation With Attorney. Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

[Remainder of Page Left Blank Intentionally]

6.22 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 side may claim that the interpretation of the Agreement shall be construed against either party solely because that party drafted all or a portion of the Agreement, or the clause at issue.

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

CITY OF SOUTH GATE:

Chris Jeffers, Interim City Manager

Date: _____

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:
DRAFT

Raul F. Salinas, City Attorney

MV CHENG & ASSOCIATES:

Misty Cheng, CEO

Date: _____



January 9, 2021

City of South Gate
8650 California Ave.
South Gate, CA 90280

Dear Ms. Acosta:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for a temporary Senior Accountant and/or Senior Financial Analyst for the City of South Gate.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a Finance Director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Currently, I serve as the Interim Finance Director for the City of Yucaipa. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Account Clerk, Accountant, Senior Accountant, and Accounting Manager as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors, are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting one candidate. Below is a brief synopsis and the rate. Please refer to the resume attached for more details.

- \$70 per hour-Senior Accountant/Senior Financial Analyst-Jim Raia-20 years of municipal experience consisting of positions such as Senior Accountant, Accountant II, Accountant/Auditor II, Management Analyst.

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department.

The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, **MV Cheng & Associates Inc.** are **Municipal Value Consultants!**

Thank you for taking the time to consider my proposal for accounting assistance for your City. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Misty V. Cheng', written in a cursive style.

Misty V. Cheng
President & CEO

Jim Raia

Objective Seeking opportunities in the Accounting Field that will provide a foundation for personal success.

Education

- B.A. Business Administration/Accounting**
California State University, Fullerton May, 1998
- A.A. Accounting**
Goldenwest Community College August, 1993

Professional Experience

City of Costa Mesa (MV Cheng & Associates) Jan 20- Present
Sr. Accountant

Duties include reconciliation of balance sheet accounts. Perform Transient Occupancy Tax Audits. Track status of CIP Projects. Assist in creation of City's Annual Budget. Work with PeopleSoft Financial Software.

City of South Gate (MV Cheng & Associates) Feb 17- Dec 19
Sr. Accountant

Duties included assisting in creation of the City's Annual Budget. Prepare Quarterly Investment Reports and Interest Allocation schedules. Track Capital Improvement Projects. Prepare Monthly Bank Reconciliations for all Bank Accounts. Maintain General Ledger Accounts and prepare and enter Journal Entries as needed. Prepare the Statistical Section for Annual Financial Statements. Work with Eden Financial Software.

City of San Marino (MV Cheng & Associates) Jul 16- Dec 17
Sr. Accountant

Duties included assisted with creation of the City's Annual Budget. Prepared Quarterly Investment Reports and Interest Allocation schedules. Tracked Capital Improvement Projects. Prepared Monthly Bank Statements for all Bank Accounts. Maintained the General Ledger and prepared and entered Journal Entries as needed. Prepared fixed asset schedules for Annual Financial Statements. Prepared the Statistical Section for Annual Financial Statements. Worked with Springbrook Financial Software

City of Perris Sept 15- Sept 16
Management Analyst

Duties included providing support to management in the Public Works department. Developed spreadsheets to help analyze public works budget needs. Maintain Access Database to track all three City of Perris Maintenance District Funds (Lighting, Landscape and Flood Control). Write Reports for all Tort claims for the Risk Management department to minimize claims against the City. Assisted in Contract Administration and Bid Specifications for Public Works outside vendors. Other duties as assigned

City of Perris Apr 04-Aug 15
Accountant II

Duties included creating and developing the City's Annual Budget. Preparing fixed asset schedules for Annual Financial Statements. Preparing the Statistical Section for

Annual Financial Statements. Preparing Quarterly Investment Reports and Interest Allocation schedules. Tracking all Capital Improvement Projects and updating management monthly on projects status. Also, prepared Annual CIP Book. Preparing Monthly Bank Statements for all Bank Accounts including updating/tracking over 50 Community Facilities District and Public Finance Authority issues. Maintaining the General Ledger and preparing and approving Journal Entries as needed. Took the lead on the implementation of the new Pentamation Financial Software System in fiscal year 2006/07 to include creation of all funds, accounts, budget codes and fixed assets and continuously monitor any changes or updates.

County of Riverside: Office of the Auditor/Controller Nov 03-Apr 04

Sr. Accountant

Duties included fixed asset valuation for the County of Riverside's Comprehensive Annual Financial Report (CAFR). Analyzed and reconciled all assets of Riverside County to determine their net book value for reporting purposes. Developed new policies, procedures and spreadsheets to record, report and track the County's fixed assets in the future. Worked with PeopleSoft accounting system.

County of Orange: Office of the Auditor/Controller Dec 01- Apr 03

Accountant/Auditor II

Duties included the compilation and preparation of Orange County's Comprehensive Annual Financial Report (CAFR) for Financial Reporting Mandated Costs. Implemented new GASB statements and bulletins including GASB 33, 34, and 38 for the fiscal year 2001-2002, GASB 34 CAFR. Prepared a Proforma GASB 34 CAFR for fiscal year 2000-2001. Included cooperation with outside auditing firms with regard to the CAFR and various Component Unit financial statements.

Mindless Reaction

Mar 00- Dec 01

Accountant/Controller

Duties included running all facets of the accounting cycle for a men's wholesale clothing company. Provided A/P, A/R, Payroll, Invoicing, month and year-end activities, journal entries, and bank reconciliations. Developed sales and expense budgets quarterly, as well as controlled inventory. Monitored spending and enforced budget adherence. Cooperated with outside audit firm on tax returns. Worked closely with the CEO and Board of Directors.

Alcone Marketing Group

Oct 98- Mar 00

Financial Coordinator

Hired as a Financial Coordinator for marketing company and managed Burger King Account. Duties included coding and billing for various projects performed by Alcone for clients. Gained extensive computer training in Peoplesoft, Excel and Word. Gained experience in job/project costing.

Blockbuster Video

Oct 89- Oct 98

Senior Assistant Manager

Hired as a Customer Service Representative, quickly advanced to Assistant Manager and promoted to Senior Assistant Manager. Duties included the following: store

operations, inventory, scheduling, store presentation, and hired and trained new employees. Controlled customer accounts and provided customer service. Gained extensive and invaluable management skills. Worked closely with the store profitability report to maximize revenues and minimize costs while maintaining excellent customer service.

Technical Skills

Proficient in Excel, Word, Access, Pentamation.. Eden. Familiar with Peoplesoft, Springbrook, Quickboks and Powerpoint.

REFERENCES AND FURTHER INFORMATION UPON REQUEST

RECEIVED

Item No. 15

JAN 1 9 2021

City of South Gate

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:10 pm

AGENDA BILL

For the Regular Meeting of: January 26, 2021

Originating Department: Parks & Recreation

Interim Director: Steve Costley / RSC
Steve Costley

Interim City Manager: Chris Jeffers
Chris Jeffers

SUBJECT: PURCHASE ORDER FOR THE PURCHASE AND INSTALLATION OF ROOFING FOR THE SOUTH GATE PARK MAINTENANCE YARD

PURPOSE: To approve the Purchase Order with Best Contracting Services for the installation of roofing for the South Gate Park Maintenance Yard.

RECOMMENDED ACTIONS:

- a. Approve Purchase Order with Best Contracting Services through the OMNIA Partners – National Roofing Partners contract for the purchase and installation of new roofing for the South Gate Park Maintenance Yard in the amount of \$121,000;
- b. Authorize the City’s Purchasing Division to issue a Purchase Order for this project in accordance with the City’s purchasing ordinance and policies; and
- c. Authorize the Interim Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage this purchase and installation.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Grant funds, in the amount of \$196,000, from the California Natural Resource Agency (CNRA) will be utilized to complete the project.

ALIGNMENT WITH COUNCIL GOALS: This item meets the City Council’s goal for “Continuing Infrastructure Improvements”.

ANALYSIS: The replacement of the South Gate Park Maintenance Yard roof was originally budgeted as part of the Parks & Recreation Department’s 2-year Deferred Maintenance Project utilizing General Funds. In June of 2020, the City received grant funds from the CNRA that allowed this project to move forward without utilizing General Funds. The grant funds need to be expended by the end of June 2021 to fulfill the existing grant requirements. Traditionally these types of repairs for maintenance buildings do not qualify for grant funding, however, the CNRA made an exception to complete the much needed repairs.

BACKGROUND: The South Gate Park Maintenance Yard, located at 4933 Southern Avenue, houses the majority of the personnel and equipment for the Department’s Parks Maintenance Division. The facility was originally built in the 1950’s (est.) and the roof has been repaired several times but never fully replaced. The building consists of two distinct areas: the main building that houses office space,

small equipment storage, lunch room, and mechanic's office; and a second area that includes a set of service bays that are used for large item storage and vehicle repair.

After several roof repairs by Public Works staff, it was determined that it would be in the best interest of the Parks & Recreation Department to do a full roof replacement. This includes replacement of the flat area over the main building and the corrugated roof over the service bays. Staff estimates that the overall process will only take a few days to complete and the Public Works staff and Parks staff will be working together to accommodate storage of vehicles/equipment during the installation.

ATTACHMENTS: Proposal from National Roofing Partners



December 21, 2020

Kevin Holmes, General Maintenance Foreman
City of South Gate
4244 Santa Ana Street
South Gate, CA 90280

Re: South Gate Maintenance Yard, 4244 Santa Ana Street, South Gate, CA 90280
NRP CPN#: 180901-CA-011

Mr. Holmes:

National Roofing Partners (NRP) and its local partner, Best Contracting, have developed the following pricing proposal for the Maintenance Yard project. This pricing proposal was developed in compliance with NRP's contract number 180901 with OMNIA Partners and includes the total cost to remove existing roof, replace bad decking and install a new 60mil TPO roof system.

Attached is the Proposal & Scope of Work which defines the work that Best Contracting proposes to complete. The project scope includes a manufacturer's 20-year warranty, extended warranty options are available at an additional cost, provided upon request.

Based on this scope of work, pricing to complete the Maintenance Yard project is **\$120,948⁰²**. This pricing is compliant with the OMNIA Partners' unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see instructions for purchase order:

1. The purchase order will be issued to Best Contracting.
2. The purchase order should be clearly marked "**Per OMNIA Contract #180901-CA-011**"
3. E-mail the purchase order and tax-exempt certificate, if applicable, in PDF format to:
 - a. fpablo@bestcontracting.com
 - b. Cc: OMNIAPartners@NationalRoofingPartners.com
4. Once we receive a P.O., a notice to proceed will be issued and work can begin at the member's discretion.

If you have any questions or need additional information, please contact our office.

Best Regards,

Froilan Pablo
Best Contracting
19027 S Hamilton Ave
Gardena, CA 90248
310-505-1801

Thank you for allowing us the opportunity to provide you with our proposal for the Maintenance Yard. We have included all necessary labor, equipment, and materials to complete the project in a safe and timely fashion.

Approximate Roof Area: 5,400 square feet

SCOPE OF WORK:

- Demo 3,500SF of existing metal roofing down to joists.
- Furnish and install new 1 1/8" plywood at 3,500SF.
- Mechanically Fasten Densedeck over new plywood substrate.
- Mechanically fasten 60Mil TPO 5x100' over DenseDeck.
- Over existing BUR cap sheet roof, mechanically install 115mil fleeceback 10x80' TPO system.
- Flash all penetrations and curbs per manufacturer's specs.
- Furnish & Install Walkpads at all serviceable mechanical units.
- Provide owner with a 2-year Installer roofing warranty.
- Provide owner with Manufacturer's 20-year NDL

PRICING:

PRICE FOR SCOPE OF WORK ABOVE:

\$ 120,948⁰²

Pricing is valid for 30 days. The prices listed in the preceding table are an estimate for the services discussed. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed. This proposal is based on the use of Standard AIA Contract Documents. Taxes are not included unless noted above. For tax exempt customers, tax amount listed above may be excluded from purchase order or contract.

EXCLUSIONS:

-Mechanical, electrical, plumbing, communications, or data equipment modification, removal, or reinstallation work unless specifically noted above. -Premium time or overtime unless specifically stated in scope of work. -Protection or necessary modification of such items as electrical substations, transformers, or powerlines shall be the responsibility of the owner to provide a safe working condition. -Structural changes to building and lightning protection systems. -ACM abatement or testing. -Interior protection or cleaning of interior contents prior to, during, or after roofing operations. -Any damage to building components under the roof decking because of mechanically fastening components of this roof assembly as required by the manufacturer. -Engineering reports or investigations. -Mold, fungus, or mildew remediation. -FM Global approval unless specifically listed in scope of work above. -Ponding water. -Permits, unless specifically named above. -Any work or materials not specifically and clearly named above.

SAFETY:

Site safety set up will comply with OSHA standards. A preliminary site inspection prior to commencement of the project will be completed to identify potential areas of hazard.

MISCELLANEOUS:

When installing highly reflective white roof coverings, construction debris, dust, or sediment will leave dirt on the new covering. Best Contracting will take care to minimize debris and foot traffic over the new roof covering, but some inherent dirt will remain as a result of the construction process. Post-construction cleaning of the roof covering is not included in this proposal unless specifically stated in the scope of work. If this proposal does not clearly state and include the installation of a "full tapered" insulation assembly, ponding water may be present after completion of the roof system and Best Contracting shall not be held liable to remedy ponding water situations. Certain products used



in the installation of roofing materials emit odor. Products in this category include, but are not limited to, asphalt, adhesives, primers, etc. Mechanical units, intake vents and other air drawing equipment may be required to be shut down by the owner during certain times of construction if interior space is sensitive to odors.

TERMS & CONDITIONS:

This proposal packet is not intended to take the place of a construction contract. Contract and payment terms will be negotiated and agreed to separately by Best Contracting and City of South Gate. Any alteration or deviation from the scope of work or specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All warranties to be issued upon completion of contract. Those who work on your property or provide materials and services and are not paid in full may have a right to enforce their claim for payment against your property through a construction lien.

Thank you for taking to time to read and understand our proposal for this outstanding project and please do not hesitate to contact us at any time if you have any questions.





21-Dec-2020

LINE ITEM PRICE ESTIMATE

CPN# 180901-CA-011



Project Name: South Gate Maintenance Yard
Project Address: 4244 Santa Ana Street South Gate, CA 90280



Pricing Summary by Category			
Category	Water Resistant Roofing	Subtotal	\$ -
Category	Insulation	Subtotal	\$ 5,346.00
Category	Roof Tiles and Shingles	Subtotal	\$ -
Category	Roofing and Roof Restoration	Subtotal	\$ 3,605.00
Category	Masonry	Subtotal	\$ -
Category	Metal Work	Subtotal	\$ 12,680.00
Category	Woodwork	Subtotal	\$ -
Category	Standing Seam Metal Roof System	Subtotal	\$ -
Category	Roof Specialties and Accessories	Subtotal	\$ 616.00
Category	Roof Services	Subtotal	\$ 38,627.40
Category	General Cost Factors	Subtotal	\$ -
Category	Additional Line Items	Subtotal	\$ 61,571.85
		Line Item Total	\$ 122,446.25
		Discount	\$ (1,498.23)
		Proposal Price	\$ 120,948.02

Detailed Line Item Breakdown					
Item No.	Description	UOM	Price	Qty	Total
Water Resistant Roofing					
-					
Insulation					
19	CDX Gypsum, 1/4" x 4' x 8'				
19a	Mechanically attached	SF	0.99	5,400	\$ 5,346.00
-					
Roof Tiles and Shingles					
-					
Roofing and Roof Restoration					
1	Remove built-up roof, multi-ply aggregate, non-asbestos, 1" thick or	SF	1.03	3,500	\$ 3,605.00
Masonry					
-					
Metal Work					
26a	Remove standard metal decking	SF	2.37	3,500	\$ 8,295.00
29	Remove metal edge, gravel stop, eave strip, or coping	LF	1.84	500	\$ 920.00
29b	Gravel stop, galvanized steel, 24 gauge, 6" face	LF	6.93	500	\$ 3,465.00
Woodwork					
-					
Standing Seam Metal Roof System					
-					
Roof Specialties and Accessories					
42	Walkway, single ply roof				
42c	30" wide roll, adhesive attached	LF	3.70	150	\$ 555.00
42h	Termination bar, aluminum, 1/4" x 1"	LF	1.22	50	\$ 61.00
Roof Services					
48	Additional and occasional supplies, materials, equipment and services				
48d	Multiplier/factor to be applied to the R.S. Means costs.	% to be	1.19	32,460	\$ 38,627.40
General Cost Factors					
-					
Additional Line Items					
19-1	Sweep roof surface	SF	0.50	5,400	\$ 2,700.00
19-15	Single ply roof system; TPO, 60mil				
19-15a	mechanically attached	SF	4.33	5,400	\$ 23,382.00
19-15b	fully adhered	SF	5.15	100	\$ 515.00
19-16	Single ply roof system; TPO membrane upcharge, fleece back	SF	0.31	1,900	\$ 589.00
19-20	Single ply roof, cover strip tape, 6" wide	LF	3.91	600	\$ 2,346.00
19-22	Single ply roof system; pipe boot	EA	43.40	9	\$ 390.60
19-35	Manufacturer's warranty, re-roof, 20 year	SF	0.40	5,400	\$ 2,160.00
19-42	Equipment; fork lift	%	25%	1,800	\$ 2,250.00
19-45	Equipment; other	%	25%	2,200	\$ 2,750.00
19-46	Multiplier; project safety and fall restriction	%	7%	97,957	\$ 6,856.99
19-51	Multiplier; total roof area < 10,000 sq ft	%	18%	97,957	\$ 17,632.26
Line Item Total					\$ 122,446.25

Cost Estimate Report

City of South Gate

South Gate, California, 90280
4244 Santa Ana Street

Date: 12/21/2020

South Gate Maintenance Yard

Year 2020 Quarter 3

Unit Detail Report

Prepared By: Ivan Trinidad

National Roofing Partners

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200200	Field personnel, project manager, average	2.00	Week	\$4,000.00	\$8,000.00
013113200260	Field personnel, superintendent, average	2.00	Week	\$3,725.00	\$7,450.00
Division 01	General Requirements Subtotal				\$15,450.00
Division 06 Wood, Plastics and Composites					
061636100202	Sheathing, plywood on roof, CDX, 5/8" thick	7,000.00	S.F.	\$2.43	\$17,010.00
Division 06	Wood, Plastics and Composites Subtotal				\$17,010.00
Subtotal					\$32,460.00
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$32,460.00
General Conditions				0.00%	\$0.00
Subtotal					\$32,460.00
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$32,460.00

RECEIVED

JAN 13 2021

City of South Gate
CITY COUNCIL

Item No. 16

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

2:05pm

AGENDA BILL

For the Regular Meeting of: January 26, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: AMENDMENT TO THE CAPITAL IMPROVEMENT PROGRAM TO ADD NEW PROJECTS AND ALLOCATE ADDITIONAL FUNDS

PURPOSE: This item was continued from the regularly scheduled City Council Meeting of December 8, 2020. The Capital Improvement Program (CIP) is the City's financial plan for the implementation of infrastructure projects. An amendment to the CIP is necessary to add new projects and allocate additional funds.

RECOMMENDED ACTION: Continue consideration of the Amendment to the Capital Improvement Program to add new projects and allocate additional funds to the regularly scheduled City Council meeting of February 23, 2021.

FISCAL IMPACT: At this time, there is no fiscal impact to the General Fund.

ANALYSIS: The Capital Improvements Program (CIP) contains projects that are at various stages of implementation and that are funded with a variety of funding sources. Staff is working on a proposal to amend the CIP. Staff requires more time to properly assess projects for additional funding and to coordinate with other departments to include new projects in the CIP.

BACKGROUND: The CIP is the City's financial plan to fund municipal infrastructure projects. In general, program projects aim to achieve a variety of goals, such as: enhance transportation mobility, deferred maintenance, facility system upgrades, recreational facilities, water quality and reliability, sustainability, beautification and quality of life. An amendment to the CIP is proposed to program new projects and funding. Staff is in the process of finalizing the CIP Amendment and plans to present it to the City Council on February 23, 2021.

ATTACHMENT: None

RECEIVED

JAN 20 2021

Item No. 17

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:35am

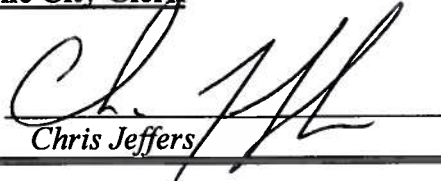
AGENDA BILL

For the Regular Meeting of: January 26, 2021
Originating Department: Office of the City Clerk

City Clerk:


Carmen Avdlos

Interim City Manager:


Chris Jeffers

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES.

PURPOSE: To historically preserve the events of the City Council Meetings.

RECOMMENDED ACTION:

- A. Approve the Special City Council Meeting minutes of January 6, 2021; and
- B. Approve the Regular and Special City Council Meeting minutes of January 12, 2021; and
- C. Approve the Special City Council Meeting minutes of January 14, 2021.

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
MINUTES
WEDNESDAY, JANUARY 6, 2021**

- CALL TO ORDER** Maria Davila, Mayor called a Special City Council meeting to order at 2:05 p.m.
- ROLL CALL** Carmen Avalos, City Clerk
- PRESENT** Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; City Manager Mike Flad, City Attorney Raul F. Salinas
- ABSENT** City Treasurer Gregory Martinez
- CLOSED SESSION** The Council Members recessed into Closed Session at 2:09 p.m. and reconvened at 4:00 p.m. with all Members of Council present. City Attorney Salinas reported the following:
1. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE
Pursuant to Government Code Section 54957(b)(1)
 - a. Interim City ManagerNo reportable action was taken in Closed Session.
- ADJOURNMENT** Mayor Davila unanimously adjourned the meeting at 4:01 p.m. and seconded Council Member Hurtado.

PASSED and APPROVED this 26th day of January 2021.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, JANUARY 12, 2021**

CALL TO ORDER Maria Davila, Mayor called a Special City Council meeting to order at 5:54 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; Interim City Manager Chris Jeffers, City Attorney Raul F. Salinas

ABSENT City Treasurer Gregory Martinez

CLOSED SESSION The Council Members recessed into Closed Session at 5:58 p.m. and reconvened at 6:37 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION

Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)

- a. Senorina Rendon v. City of South Gate
- b. Safeway Insurance Company v. City of South Gate
- c. Dulce Vargas v. City of South Gate
- d. Alberto A. Navarro Martinez v. City of South Gate

For Item 1a the City Council received a report from the City Attorney concerning the status of this litigation. On a motion made by Mayor Davila and seconded by Council Member Avalos the City Council authorized the waiver of any conflict of interest caused by the retention of a new law firm to undertake the representation of the City of South Gate in this case. The new law firm retainer agreement is a matter of open session on the Consent Calendar. The insurance company will be accepting the City's tender of defense and paying for the legal fees associated with the City's involvement with this case. The vote was 5 to 0.

For Item 1b involved a suit in which the City was named as a result of a tree falling on the property in which the insurance company paid for the property damage. On a motion made by Council Member Avalos and seconded by Council Member Hurtado the City Council authorized that matter and the amount is being withheld until the agreement is executed. The vote was 5 to 0.

SPECIAL CITY COUNCIL MEETING MINUTES OF JANUARY 12, 2021

Items 1c and 1d are each tort claims that are filed with the City involving slip and fall injuries on City property. On a motion made on both matters by Mayor Davila and seconded by Council Member Diaz the City Council voted to deny both of the claims. The vote was 5 to 0.

2. CONFERENCE WITH LEGAL COUNSEL – THREATENED LITIGATION

Pursuant to Government Code Section 54956.9(b)(3)(D)&(E)

One (1) - Potential Case

For Item 2 the City Council received a report from the City Attorney's Office with respect to a case of threatened litigation involving an accident with a City owned vehicle. On a motion made by Council Member Hurtado and seconded by Vice Mayor Rios the City Council voted to resolve this case by way of settlement as opposed to incurring attorney's fees for this matter. The vote was 5 to 0.

3. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957 (b)(1)

- a. City Attorney
- b. Interim City Manager

For Item 3 both the Interim City Manager and City Attorney provided reports to the City Council and upon completion of those reports there was no reportable action on either item.

ADJOURNMENT

Mayor Davila unanimously adjourned the meeting at 6:40 p.m. on a motion made by Council Member Diaz and seconded Council Member Hurtado.

PASSED and APPROVED this 26th day of January 2021.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, JANUARY 12, 2021**

CALL TO ORDER Maria Davila, Mayor called a Regular City Council meeting to order at 6:41 p.m.

INVOCATION Pastor Elias Gabriel, First Baptist Church

PLEDGE OF ALLEGIANCE Darren Arakawa, Captain

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; City Treasurer Gregory Martinez, Interim City Manager Chris Jeffers, City Attorney Raul F. Salinas

1
TITLE 11 The City Council conducted a Public Hearing and unanimously approved A and B by motion of Vice Mayor Rios and seconded by Council Member Hurtado.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

- a. Waived the reading in full and introduced Ordinance No. 2021-01-CC entitled - An Ordinance of the City Council of the City of South Gate, California, repealing Ordinance No. 2360 in its entirety and adopting new Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Municipal Code to comply with the State's new regulations for the construction of accessory dwelling units and accessory structures; and
- b. Accepted the determination that the proposed amendment is Exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17.

Paul Adams, Interim Director of Community Development provided a presentation on this item.

Council Member Avalos asked if the information could be placed on the City's website and translated into Spanish.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 12, 2021

1

TITLE 11 CONT'D

Mr. Adams responded that the information is on the website and the department has provided educational opportunities for the community. The City has received a grant that will assist staff in getting this information out but will also allow us to develop some examples on how you can build one of these units within the zoning code.

Mayor Davila asked if staff has the number of permits that have been issued currently.

Mr. Adams responded that during the 2020 calendar year the City has received 236 applications and 188 have been approved.

Council Member Avalos asked what the fees for the permits are.

Mayor Davila opened the public hearing and asked if anyone in the audience wishes to speak on this item.

Virginia Johnson, 5751 McKinley Avenue spoke on the California state laws for accessory dwelling units.

Melodie Cuevas spoke on unaffordable housing in California and thinks the accessory dwelling units should be more available.

Seeing no one come forward, Mayor Davila closed the public hearing.

Carmen Avalos, City Clerk read the following emails into the record:

Amanda Tapia supports a more flexible accessory dwelling unit Ordinance.

John Montalvo has concerns about the impact that these units will have on parking and would like to know if the City would allow parking on residential front lawns.

Mr. Adams stated that the fees are \$234.00 for the planning review and the permit fees are based on square footage and plan evaluation.

Council Member Avalos asked if this will impact the property tax for the home owner.

Mr. Adams stated that when an improvement is done on a property it does allow the property to be reevaluated by the tax board.

Council Member Hurtado asked can the City make these new units affordable housing.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 12, 2021

1

TITLE 11 CONT'D

Mr. Adams responded that affordable housing regulations cannot legally be applied to accessory dwelling units.

Council Member Diaz requested staff to provide information on how the City will be monitoring the parking situation with the new dwellings.

Vice Mayor Al Rios supports the Planning Commission recommendations and made a motion to approve.

**DEVIATE FROM
THE AGENDA**

At this time, there being no objections, Mayor Davila stated that Reports and Comments from Arturo Cervantes, Director of Public Works would be considered out of its regular agenda order.

Mr. Cervantes provided the public and Council an update on the current issues with the City's water system.

**COMMENTS FROM
THE AUDIENCE**

Ms. Ryan spoke on the attacks at the Capital and actions of a City Commissioner.

Liz Ruiz, Nebraska Avenue, spoke on the brown water incidents in the City are being used by members of the community to get political attention. She suggested that the City find a better way to communicate to the residents to avoid the actions of the political activists.

Itzel Perez, Thomas Buckley, Leticia Wilson, and Robert Montalvo, spoke on the City's water quality.

Gabriel Salinas, wished his father Raul Salinas, City Attorney a happy birthday.

Melodie Cuevas spoke on the state of the City and the living conditions of the residents.

Adolfo Varas stated that there is an opportunity for small businesses regarding the Super Bowl which is called Business Connect. The program allow small businesses to compete with contracts related to the Super Bowl.

Virginia Johnson, 5751 McKinley Avenue thanked the City for fixing the potholes on Center Street and the water quality.

Ana Elizarrars, South Gate Chamber of Commerce shared that the Chamber has started a COVID-19 small business grant program and applications are now available. The deadline is January 18th.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 12, 2021

COMMENTS FROM THE AUDIENCE CONT'D

Alice expressed her condolences to Chief Davis on his loss of his daughter and wanted to know if South Gate Park would be used for a vaccination site for COVID.

Carmen Avalos, City Clerk read the following emails into the record:

The PMMA and MEA Boards are concerned over discriminating comments that were made by members of the organization Padres Unidos at the December 8, 2020 regular City Council meeting.

Latasha Dominguez wants to know when a Public Meeting will be held to discuss the 2021 Budget.

Christina Montalvo is concerned with the City's water quality.

Maria Estrada and Rudy Morales is concerned with 1st amendment violations on social media accounts.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Steve Costly, Interim Parks and Recreation Director stated that the City has not been contacted by the Office of Public Health about using the Park as vaccination center.

Paul Adams, Interim Community Development Director reminded everyone to get the word out to local business about the Chamber of Commerce Small Business Grant Program.

Council Member Avalos clarified that the City does purchased recycled water from Central Basin on a monthly basis. Council Member Avalos attended a meeting last week with the League of Cities. She also suggested that the residents that experienced brown water that we find a way to credit their accounts.

Council Member Avalos invited the business owners of Tweedy Mile who are interested in applying to be a member of the Tweedy Mile Advisory Board to fill out an application as there will be changes to the Board at a future City Council Meeting. Applications are available on the City's website and can be submitted to the City Clerk's Office.

Council Member Diaz is the representative on the Los Angeles County Library Commission and reported that there will not be a tax measure on our local ballot for Library funding. Currently, all our libraries are open offering drive through services for the community.

Council Member Diaz is concerned with third party delivery apps taking a large cut from local restaurants. The City of Alhambra passed an Ordinance where the food delivery apps are not allowed to go above 15%.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 12, 2021

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Council Member Diaz requested that staff look over the matter and possibly draft an ordinance to bring back to City Council.

Council Member Diaz addressed some of the comments made by the public. She stated that the City Council is working on making changes for inclusionary housing. She appreciated the Union taking a stance and solidarity for our black community. Council Member Diaz did reach out to LAUSD School Board Member Jackie Goldberg as well as her deputy to express her concerns. Also today, Council Member Diaz had a meeting with the Deputy Director of Hilda Solis's Office regarding vaccination distribution and locations for quarantine.

Council Member Hurtado commented on the negative attacks on social media and encourages people not to engage. He would like to see policies to penalize those that choose not to follow the safety requirements. He encouraged the community to move forward.

Vice Mayor Rios experienced internet issues and left the call.

Mayor Davila attended the Gateway Cities Meeting last week where it was announced that Caltrans has an ambassador program that allows Cities a specific representative to assist with Caltrans issues. Mark Archuleta is the representative for South Gate.

Mayor Davila thanked all the callers that voiced their concerns and stated that staff will address their issues. Sometimes Council Members received the information a few hours after the issue but agrees that this information should be sent out to the public through the City's emergency system. She asked the City Attorney what the process would be if a resident suffered any damages from the brown water.

Raul F. Salinas, City Attorney responded that it is typical for the City to compensate when there are issues such as that. If any of the residents of the City suffer damage as a result of this water issue. We have a process that is set up through the City Clerk's Office and the forms can be obtained online. We would have to do a preliminary analysis that staff can undertake to ascertain the nature of the claims and confirm the claims.

Mayor Davila stated that with so many people coming down with the virus we need to take care of each other. She came down with COVID and suffered with the virus for three weeks. She encouraged the community to get tested.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 12, 2021

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Vice Mayor rejoined the call and provided his report. He hopes the community can come together and be civil to your neighbors. He encouraged everyone to stay home as the cases of COVID continue to rise and strain our hospital system.

Mayor Davila announced that LAUSD has a testing center at Legacy High School for all students and family members of the district.

Council Member Avalos and Council Member Diaz requested that a review of the Citizens Advisory Commission be added to a future agenda.

CONSENT CALENDAR

Agenda Items 5, 6 and 7 were unanimously approved by motion of Council Member Hurtado and seconded by Council Member Avalos. Items 2, 3 and 4 were pulled for separate discussion.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

2

PURCHASING

The City Council unanimously adopted Resolution No. 2021-01-CC entitled - A Resolution of the City Council of the City of South Gate, California, amending Administrative Regulation 206, Contracting Professional Services, in its entirety and approving a new Administrative Regulation 206, Professional Service Agreements, authorizing the City Manager to approve and execute professional service agreements with less than a \$50,000 value to avoid service and project delays by motion of Vice Mayor Rios and seconded by Council Member Hurtado.

Council Member Avalos verified that all contracts be codified and kept on file in the City Clerk's Office.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

3

WATER

The City Council approved A and B by motion of Mayor Davila and seconded by Council Member Hurtado.

Roll Call: Mayor Davila, yes; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

- a. Approved the Groundwater Pumping Water Rights Lease Agreement (Contract No. 2021-01-CC) with Rockview Dairies, Inc., to lease 100 acre-feet of the City's Fiscal Year 2020/21 Water Rights, without flex, retroactively effective July 1, 2020, in the amount of \$190 per acre-feet, or \$19,000 total; and

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 12, 2021

3

WATER CONT'D

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

4

**SIDEWALK
IMPROVEMENT**

The City Council approved A, B, C and D by motion of Council Member Avalos and seconded by Council Member Diaz.

Mayor Davila recused herself from participating on this item due to a possible conflict of interest with her home being in the project area.

Roll Call: Mayor Davila, recused; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

- a. Approved an Agreement (Contract No. 2021-02-CC) with Vido Samarzich, Inc., for the construction of the Citywide Sidewalk Improvement Project, Phase VII, (Project), City Project No. 659-ST, in an amount not-to-exceed \$419,747;
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney;
- c. Approved the Notice of Exemption (NOE) for the construction of the Project; and
- d. Directed the City Clerk to file the NOE with the Los Angeles County Registrar Recorder's Office.

5

LEGAL SERVICES

The City Council unanimously approved A and B during consent calendar.

- a. Approved Attorney Representation Agreement (Contract No. 2021-03-CC), and Disclosure and Client Consent, with the Law Offices of Christensen Hsu Sipes, LLP to represent the City in pending litigation entitled *Senorina Rendon v. The City of South Gate, etc., et. at*, Los Angeles Superior Court Case No. 20STCV1008181; and
- b. Authorized the Mayor to execute the Agreement and the Disclosure in a form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 12, 2021

6
3297 TWEEDY

The City Council unanimously approved A and B during Consent Calendar.

- a. Accepted the Grant Deed from Margarita Gonzalez to secure a 6-foot swath of right-of-way for street purposes as a part of the proposed development project to be located at 3297 Tweedy Boulevard which was required pursuant to the Mobility Element of the South Gate General Plan 2035; and

6
3297 TWEEDY CONT'D

- b. Authorized the Mayor to execute the Certificate of Acceptance in a form acceptable to the City Attorney.

7
MINUTES

The City Council unanimously approved A and B during consent calendar.

- a. Approving the Regular and Special City Council Meeting minutes of November 24, 2020; and
- b. Approved the Regular and Special City Council Meeting minutes of December 8, 2020.

8
HOME PROGRAM

The City Council unanimously tabled this item by motion of Vice Mayor Rios and seconded by Council Member Avalos.

- a. Received and filed report approving and adopting the HOME Investment Partnership Program (HOME) funded First-Time Homebuyer Program Guidelines and Procedures; and
- b. Appropriated \$300,000 in unassigned Fiscal Year 2020/21 HOME Funds (Fund No. 242) to the First-Time Homebuyer Program fund.

Roll Call: Mayor Davila, recused; Vice Mayor Rios, yes; Council Member Diaz, yes; Council Member Hurtado, yes; Council Member Avalos, yes.

9
WARRANTS

The City Council unanimously approved the warrants with the exception of #91260 by motion of Council Auditor Avalos and seconded by Mayor Davila.

- a. Approved Check No. 90844 and 90848 from November 24, 2020;
- b. Approved the Warrant Register for January 12, 2021;

Total of Checks:	\$2,238,383.95
Total Payroll Deductions:	\$ 372,977.14
Grand Total:	\$1,865,406.81

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 12, 2021

9

WARRANTS CONT'D

0

- c. Ratified the Warrant Register for December 22, 2020; and
- d. Approved Check Nos. 90946, 90951, 90960, 90971, 90994 and 91010 from December 8, 2020.

ADJOURNMENT

Mayor Davila unanimously adjourned the meeting at 9:39 p.m. in memory of Chief of Police Randy Davis' daughter Brittany Davis; Mario Antonio Lopez, father of South Gate Employee Chris Lopez; Ubaldo Ramirez, South Gate Resident; Rosa Quezada, South Gate Resident; Rosa Mora, South Gate Resident; Jesus Cruz Ortiz, South Gate Resident and seconded by Council Member Avalos.

PASSED and **APPROVED** this 26th day of January 2021.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
THURSDAY, JANUARY 14, 2021**

CALL TO ORDER Maria Davila, Mayor called a Special City Council meeting to order at 4:36 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Maria Davila, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; Interim City Manager Chris Jeffers, City Attorney Raul F. Salinas

ABSENT City Treasurer Gregory Martinez

CLOSED SESSION The Council Members recessed into Closed Session at 4:39 p.m. and reconvened at 6:38 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE
Pursuant to Government Code Section 54957(b)(1)

- a. Interim City Manager

For Item 1 the City Council received a report from the Interim City Manager on a number of items and the City Council provided guidance in regards to that report. Upon completion of the report there was no reportable action taken by the City Council.

2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Representation: Chris Jeffers, Interim City Manager

Employee Organizations:

SGPMA, SGPOA, SGDMA, SGPMMMA, SGMEA

SPECIAL CITY COUNCIL MEETING MINUTES OF JANUARY 14, 2021

For Item 2 the City Council received a report from the Interim City Manager on the various employee organizations listed. Upon completion of the report there was no reportable action taken by the City Council.

ADJOURNMENT Mayor Davila unanimously adjourned the meeting at 6:39 p.m. and seconded Council Member Hurtado.

PASSED and APPROVED this 26th day of January 2021.

ATTEST:

Maria Davila, Mayor

Carmen Avalos, City Clerk

RECEIVED

City of South Gate

Item No. 18

JAN 14 2021

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

3:35pm

For the Regular Meeting of: January 26, 2021

Originating Department: Community Development

Interim Director:



Paul L. Adams

Interim City Manager:



Chris Jeffers

SUBJECT: DISCUSSION OF THE PURPOSE AND COMPOSITION OF THE CITIZENS ADVISORY COMMITTEE (CAC)

PURPOSE: This item was requested by Council Member Maria del Pilar Avalos, and seconded by Council Member Denise Diaz, to allow the City Council to review the current requirements of the Citizens Advisory Committee and to allow discussions as to possible changes to the CAC's composition.

RECOMMENDED ACTION: Discuss the Citizens Advisory Committee's composition and provide staff with direction.

FISCAL IMPACT: There is no impact to the General Fund.

ALIGNMENT WITH CITY COUNCIL GOALS: Review of the existing Citizens Advisory Committee (CAC) with potential recommendations for improvement addresses Council Goal #1 to Improve Communications and Civic Engagement.

ANALYSIS: Citizen Participation in decisions related to HUD funding, specifically Community Development Block Grants, is required by Section 104(a)(2) of the Housing and Community Development Act and by regulations at 24 CFR 570.486(a)(6). Each local agency is required to prepare and approve a Citizen Participation Plan (Attachment A). In addition, the City's CAC, which fulfills this requirement, is codified in the City's Municipal Code under Chapter 1.25 (attachment B). The City's current policies and ordinances are compliant with HUD requirements.

HUD regulations provide specific requirements that local jurisdictions must meet in ensuring adequate citizen participation in the development, adoption and revision of the Consolidated Action Plan as well as allocation of CDBG funds. The regulations give the local agency broad authority to determine the specific methods of meeting these requirements by preparing and approving a Citizen Participation Plan and preparation of its annual report. In order to modify the CAC or its responsibilities, the City Council would need to amend its Citizen Participation Plan. The CAC, its composition and policies are also outlined in the City's Municipal Code. Changes which conflict with the current ordinance would also require the City Council to amend the current ordinance.

If the City Council would like to make any changes to the Citizen Participation Plan or the CAC ordinance, staff can prepare amendments as needed which will be compliant with HUD regulations and present them to the City Council for consideration in the future.

BACKGROUND: In order to meet HUD's requirements for Citizen Participation in the CDBG process, the City has chosen to appoint a Citizens Advisory Committee to conduct public meetings and encourage public participation in the development, adoption and revision of the City's Consolidated Action Plan as well as to review applications and recommend specific allocations of CDBG funds and preparation of its annual report. The responsibilities and make-up of the CAC is outlined in the City's Citizen Participation Plan and was codified in the City's Municipal Code in 2004.

The current Citizen Participation Plan only indicates that members of the CAC must be appointed by the City Council. Section 1.25.020 – Membership indicates that the CAC shall have twenty members with each Council Member appointing four members each. All members so appointed must then be confirmed by a majority vote of the City Council.

Twenty members is significantly larger than most Commissions and Committees which provide public participation in local government. This larger format can create issues, some of which have been noted by members in the past, of allowing every member to be heard and to feel that they have had full participation in the discussion. However, the CAC as a larger body does increase the number of viewpoints and opinions and ensures significant public participation in a process that normally does not attract a large number of audience members.

ATTACHMENTS: 1) Citizen Participation Plan
2) Excerpt from the South Gate Municipal Code Chapter 1.25 – Citizens Advisory Committee



City of
**South
Gate™**

CITY OF SOUTH GATE

Citizen Participation Plan

APPROVED BY CITY COUNCIL ON SEPTEMBER 22, 2020

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Introduction

Pursuant to Title 24, Code of Federal Regulations, Part 91.105, HUD entitlement cities are required to adopt a citizen participation plan. Subsection (a) requires that citizen participation plans originally adopted prior to August 17, 2015 need to incorporate newer provisions of the 24 CFR 91.105. Since the City of South Gate previously adopted its original Citizen Participation Plan on September 28, 2004, this current Citizen Participation Plan incorporates provisions to comply with 24 CFR 91.105.

It is the policy of the City of South Gate to provide opportunities for community involvement in the planning, development, implementation, monitoring and evaluation of programs funded under the Housing and Community Development Acts of 1974 and 1977, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990.

This plan, once adopted, may be amended by the City Council, and shall remain in effect until superseded by a new plan or until the City no longer participates in the Community Development Block Grant Program (CDBG), Home Investment Partnership Program (HOME), or other program that pertain to the Consolidated Planning process as required by 24 CFR Part 91, et al.

Purpose

The City of South Gate is an entitlement jurisdiction receiving Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funds directly from the US Department of Housing and Urban Development (HUD). Pursuant to the CDBG and HOME program regulations, the City is required to prepare a five-year Consolidated Plan and annual updates to guide and report on the use of CDBG and HOME funds. Annual reviews of program performance are also required.

The City shall provide the public with a reasonable opportunity to comment on the original Citizen Participation Plan and any amendments thereto. Amendments to the Citizen Participation Plan may be considered substantial or less than substantial as determined by the City based on the nature of the amendment and applicable HUD regulations. The City shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods.

While the City desires and recognizes the need for citizen involvement, it is the City Council of South Gate which has final determination and responsibility for all aspects of the City's Housing and Community Development programs.

Standards of Participation

All aspects of the City's citizen participation efforts shall be conducted in an open manner with freedom of access to all interested persons. The City encourages the involvement of all groups including low and moderate income persons particularly those living in slum and blighted areas, members of minority groups and non- English speaking persons, as well as persons with mobility, visual or hearing impairments, residents of areas where a significant amount of activity is occurring or proposed, the

elderly, the business community and civic groups who are concerned about the community. The City will also provide sufficient information at the appropriate times during the program development and implementation to allow the community at large to be involved.

Scope of Participation

Citizen's Role

While this plan describes a specific citizens organization, the Citizen's Advisory Committee (CAC) is not intended to exclude any individual citizen input. All citizens of South Gate are encouraged to participate in every public meeting and to contact the Community Development Department with any questions concerning the process and the programs pertaining to the Consolidated Plan including the Community Development Block Grant Program and the HOME Investment Partnership Program or any other future programs.

The City encourages the submission of comments and written proposals by citizens regarding the affordable housing and community development program. These proposals may be submitted to the Community Development Department at any time or at any meeting of the Citizen's Advisory Committee or at any public hearing conducted by the City Council pertaining to the Consolidated Plan. The City will respond to all written proposals with 15 working days and will state the reasons for any action or inaction taken on the comments.

City's Role

Technical Assistance

To help facilitate citizen input, the City will provide technical assistance through its staff to the Citizen's Advisory Committee and to groups of low and moderate income residents who require such assistance in developing proposals for federal funding assistance as required by the federal regulations. The City will also make available, as necessary, Spanish speaking staff for public hearings relating to the Consolidated Plan. The City will publish a legal notice in a newspaper of general circulation at least ten (10) calendar days prior to a public hearing on the Consolidated Plan.

Public Information

For citizens to become informed and involved in the programs, the City will make available upon request all relevant information including:

- Material concerning the amount of funds available for proposed community development and housing activities and the range of activities that may be undertaken including the amount that will benefit persons of low and moderate income;
- Regulations and other issuances governing all aspects of the program;
- Prior application and statements, grant agreements, performance reports, substantial amendments, this Citizen Participation Plan, the Consolidated Plan, and any other reports adopted which are required by the US Department of Housing and Urban Development (HUD);
- Documents regarding other important program requirements such as contracting procedures, environmental policies, fair housing and other equal opportunity requirements and relocation

provisions such as plans to minimize displacement of persons and the type of assistance any persons displaced may receive;

- Mailings and promotional materials;
- Records of meetings and hearings; and
- Any other documents the City believes are necessary to the Consolidated Plan process.

Consolidated Plan

The U.S. Department of Housing and Urban Development (HUD) requires a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year consolidated plan and annual action plan.

The consolidated plan is a program and funding implementation plan combined in one document that states the City of South Gate's goals and objectives for housing and community planning and development. In addition, a community must have a consolidated plan approved by HUD before receiving funds under the formula grant programs; Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA).

The consolidated plan is typically a five-year strategic plan to address unmet public service and housing needs of low-income persons and families within the City. For each of the five years, an annual action plan is developed in preparation for the subsequent grant year which identifies specific activities, goals, and funding allocations.

Availability of Documents and Review Periods

A summary of the proposed Consolidated Plan will be published in a newspaper of general circulation. The summary will describe the contents and purpose of the Consolidated Plan and a list of locations where copies of the entire plan may be examined.

In a timely fashion, the Plan will be made available in an alternative format for persons needing reasonable accommodations upon written request to the City. Copies of the proposed Consolidated Plan will be available on the City's website, at City Hall in the Community Development Department, the City Clerk's office and two local libraries.

Prior to submitting the Consolidated Plan to HUD, the City will provide a thirty (30) calendar day public review period to receive comments from citizens or units of general government on the Consolidated Plan as required by HUD. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

A summary of public comments and a summary of any comments not accepted and the reasons, therefore, shall be incorporated or attached to the final Consolidated Plan.

Substantial Amendment to Consolidated Plan

A substantial amendment for the purposes of the Consolidate Plan is defined as a cumulative change equal to or more than 50% of the City's CDBG or HOME entitled for a program year. Changes in allocation priorities not amounting to 50% of the entitlement will not be considered as a substantial amendment to

the Consolidated Plan, no formal amendment to the plan requiring public review and comment is required. City Council approval of the priority changes will still be required.

The City shall provide for citizen participation in any required substantial amendment to the approved Consolidated Plan, except those for disaster emergency activities as needed. Copies of the amendment will be available on the City's website, at City Hall in the Community Development Department, the City Clerk's office, and two local libraries. There will be a thirty (30) calendar day public review period to receive comments prior to the substantial amendment being considered per HUD requirements. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

The City shall consider any written or oral comments received. A summary of these comments and a summary of any comments not accepted and the reasons, therefore, shall be attached to the substantial amendment of the Consolidated Plan.

Analysis of Impediments to Fair Housing Choice

During the development of the Consolidated Plan the City will also develop the Analysis of Impediments to Fair Housing Choice (AI). The City will consult the following services/agencies including fair housing organizations, other local governments, advocacy groups for special needs households, affordable housing providers, banks and other financial institutions, and other educational institutions to solicit their input on fair housing issues in the City. The City will solicit feedback in different ways including in person, telephone, and virtual interviews, community meetings, or surveys.

The City will include actions it plans to use to address the impediments to fair housing choice as part of its Consolidated Plan. The AI will be incorporated into the Consolidated Plan (see section: [Consolidated Plan](#)), which will be made available for public review for a 30-day period. Written comments will be accepted during the 30-day public review. A summary of the comments and views, and City responses must be made attached to the AI. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

The City will conduct a public hearing/meeting as part of the Consolidated Plan to accept public input on fair housing issues during the development stage of the Draft AI and Consolidated Plan.

Annual Action Plan

The City will invite residents, City staff, and public and private agencies that provide services related to health, economic development, public housing, and social services for children, elderly, disabled, homeless, persons with AIDS, to provide input in the development of the Annual Action Plan (AAP).

Each year the City will send out a Notice of Funding Availability (NOFA) to cooperating departments and non-profit agencies advising them that the planning cycle has begun for CDBG and HOME funds and that the City is accepting project proposals, provided funds are available. The City will conduct an eligibility

analysis on all project proposals submitted and review the eligible proposals for service provider grants for funding consideration.

The Draft Action Plan incorporating the City's proposed uses of CDBG and HOME funds will be made available for public review for a 30-day period. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

Written comments will be accepted during the 30-day public review. A summary of the comments and views, and City responses will be attached to the Action Plan.

The City Council will hold one public hearing to discuss all eligible project proposals and funding recommendations for both public service grants and capital outlay project and make funding decisions. At this public hearing, the Council will accept comments and community input on the Draft Annual Action Plan.

Substantial Amendment to Annual Action Plan

The City will formally amend its approved Action Plan whenever a decision is made to propose a substantial change to the Plan, either by:

- Carrying out an activity not previously described in the Action Plan;
- Canceling an activity previously described in the Action Plan;
- Increasing or decreasing the amount to be expended on an activity from the amount stated in the Action Plan by more than 50 percent; or
- Substantially changing the purpose, scope, location, or beneficiaries of an activity.

Changes in funding for an existing activity not amounting to more than 50 percent will not be considered as a substantial change to the Annual Action Plan; no formal amendment to the Action Plan requiring public review and comment will be required. However, City Council approval of the activity funding changes will still be required.

Substantial amendments to the Action Plan will be made available for a 30-day public review. A public hearing will not be required. Written comments will be accepted during the 30-day public review. A summary of the comments and views, and City responses must be attached to the Action Plan. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

Consolidated Annual Performance and Evaluation Report (CAPER)

A reasonable notice and opportunity to comment on the Consolidated Annual Performance and Evaluation Report (CAPER) shall be given to citizens. A legal notice will be published a minimum of ten (10) calendar days prior to public hearing and copies of the Performance Reports will be made available on the City's website, at City Hall in the Community Development Department, the City Clerk's office, and two local libraries. A public review and comment period of no less than fifteen (15) calendar days shall be provided to receive comments on the Performance Report prior to its submission to HUD. A summary of the comments shall be attached to the CAPER.

Citizen Participation Plan

Amendments to the Citizen Participation Plan (CPP) will be made available for public review for a 30-day period. Written comments will be reviewed and/or accepted during the public review period. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

Anti-Displacement

The Citizen Participation Plan must, as required by 24 CFR Part 91, Section 91.105, "set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced...."

The City of South Gate will avoid the displacement of individuals from their homes whenever possible and will comply with all existing laws and regulations regarding relocation, including adherence to the Uniform Relocation Act whenever federal dollars are used to fund a project. The HOME Anti-Displacement Plan and the CDBG Relocation Plan provide further details on specific assistance and are available upon request.

Outreach

The City will attempt to increase the level of public participation of organizations in the community by soliciting participation by these groups. Invitations to attend an community input meetings on housing and non-housing community development needs will be sent to religious organizations, the South Gate Chamber of Commerce, business organizations, community service organizations including those targeting Spanish speaking residents and residents of assisted housing (Section 8 recipients).

The City shall encourage its residents, especially those residing in predominately low- and moderate-income neighborhoods, to participate in the development and subsequent adoption and implementation of the Consolidated Plan. This could be done through publications, notices, and public meetings and public hearings.

The City will also coordinate with the local Housing Authority and surrounding communities about the housing and community development plan activities related to the development of the Consolidated Plan.

Complaints

The City will make every reasonable effort to provide written responses to written complaints within fifteen (15) working days after receipt. A copy of each written citizen comment or complaint about the City's Housing and Community Development Performance Report under the Consolidated Plan, the City's assessment of the comment or complaint and a description of any action taken and written response made will be kept on file as a public record.

Citizen's Advisory Committee

The City of South Gate has established a Citizen's Advisory Committee to assist the City Council in making funding decisions relating to the CDBG and HOME programs. The functions and composition of these groups are described below.

Structure

Size and Appointment

A Citizen's Advisory Committee member shall be appointed by the City Council.

Term of Office

Each member shall serve at the pleasure of their appointing City Council member during their respective term. Term of office will automatically expire with the cessation of the service of the appointing City Council member or at which time the City Council member makes a new appointment.

Vacancies

Vacancies on the CAC shall be filled by appointment by the respective appointing City Council member. Said appointee will serve until the cessation of the service of the appointing City Council member.

Selection of Officers

The CAC shall have a Chairperson and Vice-Chairperson. Both shall be elected from and by the members of the CAC each year at the September or October meeting.

Subcommittees

The CAC may create subcommittees deemed necessary to fulfill the functions of the CAC.

Meetings

The CAC members shall receive payment for up to a total of six meetings held during the fiscal year per the following schedule:

- January: Fourth Wednesday
- February: First, Second, and Third Wednesday
- April: Fourth Wednesday
- September: Third Wednesday

The meetings shall be held at 6:00pm at the City Council Chambers in City Hall located at 8650 California Avenue, South Gate. In certain circumstances the CAC may meet virtually or in other city facilities. With proper noticing, the aforementioned CAC meetings may serve as a public hearing.

Attendance at each meeting is important. Payment is \$25.00 per meeting and a check will be mailed to the member by end of June each fiscal year if all the three following requirements have been met:

- 1) City staff must receive a completed W-9 form from the CAC member to submit to Finance Department as requested;
- 2) CAC member attends at least half of each meeting as determined by staff as Secretary according to minutes; and
- 3) CAC member is present for voting on motions as needed.

Notwithstanding, the term of office of any member will automatically expire if the member is absent from more than two meetings of the total meetings that are held (August – April) per fiscal year, without making an acceptable (typically medical) excuse to the Secretary by phone prior to the start of the meeting.

Quorums

A simple majority of the current membership, as determined by staff as Secretary and the Chairperson of the CAC, shall be in attendance at any meeting for the proceedings of the meeting to be regarded as valid.

Roles and Responsibilities

Advisory Role

The CAC is an advisory committee to the City Council. The City Council, by State law, is the responsible legislative body in matters relating to the Consolidated Plan and the Consolidated Plan process.

Review and Evaluation

The CAC may be involved in the review and evaluation of the programs carried out with Community Development Block Grant funds and HOME funds for any other program funds under the Consolidated Plan. As appropriate, progress or evaluation reports concerning the grant may be reviewed by the CAC and recommendations concerning the reports made to the City Council.

Needs and Objectives

The CAC may conduct community development needs assessments and review community objectives whenever deemed necessary by the City Council.

Citizen Participation Plan

The CAC may make recommendations concerning the Citizen Participation Plan to be adopted by the City Council.

Public Meetings and Public Hearings

The City will conduct public meetings and public hearings during various phases of the Consolidated Plan process and during each new Fiscal Program Year. All public meetings and public hearings shall be open to the public. Meetings will be held at times and at locations in the City that are convenient and accessible to potential and actual beneficiaries. Public meetings and public hearings may also be hosted virtually, upon the discretion of the City. Special accommodation shall be made for persons requesting reasonable accommodations, upon advanced notice to the City. In cases where a significant number of non-English speaking residents are reasonably expected to participate, an interpreter will be provided by the City.

Program Development

The CAC shall conduct at least one (1) public meeting prior to the submittal of the Consolidated Plan to the City Council for action. Also, separate meetings may be held for those persons and groups contacted as part of the City's outreach efforts. The goal of these meetings will be to obtain comments from citizens on housing and community development needs, including priority non-housing community development needs.

Additional Meetings

The CAC may hold additional meetings before or after the annual federal program development as it determines appropriate.

Minutes

Minutes of all six paid CAC meetings will be made available to the public by the City upon request.

Agenda

An agenda for any CAC public meeting will be submitted to the City Clerk's office.

Public Hearings

Program Development

Pursuant to HUD regulations, at least two public hearings/meetings per year are required for the Consolidated Plan development. City Staff will conduct the first public hearing/meeting to accept public input on community needs during the development stage of the Draft Consolidated Plan. The City Council will then conduct a second public hearing/meeting to accept comments on the Draft Consolidated Plan which will be provided for public review for a 30-day period. At times, due to extenuating circumstances (i.e. natural disasters, emergencies, pandemic), HUD allows for flexibilities for public review periods, comment periods, and noticing. In such scenarios the City may opt to follow HUD's guidance and limit the noticing and public comment periods.

Once the City has published the public notice and held the public hearing, the City will determine if the proposed application needs to be modified, based on comments and views received, before submitting the application to HUD.

Additional Hearings

The City may hold additional public hearings for which the City shall publish a legal notice in a newspaper of general circulation. The City will follow its noticing requirements as outlined in this document.

Public Noticing Requirements

The notice for a public hearing shall be published a minimum of ten (10) days prior to the public hearing and shall contain, at minimum, the following:

- Date of hearing
- Time of hearing
- Place of hearing
- Topic to be considered
- Basic information about the topic/program

Notices shall be provided in Spanish and English and or contain a statement asking non- English-speaking residents to contact the City if they need assistance in the translation of these notices.

Contingency Plan in the Event of an Emergency/Disaster

In the event of an emergency or disaster that presents a serious and immediate threat to the health and welfare of the citizens of the City, the noticing requirements for public hearings shall be reduced to 5 calendar days.

Reprogramming of funds in the event of such an emergency will require approval by the City Council when they are in session or ratification of the reallocation when the City Council is in recess.

Chapter 1.25

CITIZENS' ADVISORY COMMITTEE

Sections:

- 1.25.010 Established.
- 1.25.020 Membership.
- 1.25.030 Term—Appointment of successor.
- 1.25.035 Disqualifying activity.
- 1.25.040 Remuneration.
- 1.25.050 Election of chairman of commission.
- 1.25.060 Removal from office.
- 1.25.070 Organization—Meetings—Rules.

1.25.010 Established.

The citizens' advisory committee has been established pursuant the community development block grant program—citizens' participation plan; and a significant objective of the citizens' advisory committee is to provide the city council with recommendations of how best to distribute community development block grant (CDBG) funds to various non-profit organizations operating and/or providing services to residents of the city and to CDBG funded city programs.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.020 Membership.

The citizens' advisory committee shall consist of twenty members. Each city council member shall be entitled to appoint four committee members from among the qualified electors of the city. Before taking office, each committee member shall be confirmed by a majority vote of the city council.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.030 Term—Appointment of successor.

A. The term of office of a member of the citizens' advisory committee shall commence upon confirmation by the city council and shall continue for the duration of the term of office of the appointing council member. If the appointing council member does not complete his or her original term of office because of death, recall election, or resignation, the commissioner shall continue to serve until confirmation by the city council of a successor.

B. Notwithstanding the preceding, the term of office of any commissioner will automatically expire if the commissioner is absent, without an excuse to the CDBG coordinator, from three consecutive regularly scheduled meetings.

C. Vacancies on the citizens' advisory committee shall be filled by appointment by the respective appointing city council member. The appointee shall serve only for the unexpired term of the person being replaced.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.035 Disqualifying activity.

In the event that any commissioner named herein files or permits a third person to file with the city clerk a notice indicating his or her candidacy for any elective office in the city of South Gate, the term of the committee member shall automatically terminate.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.040 Remuneration.

A. For attendance at the affairs of the citizens' advisory committee, a committee member shall be reimbursed the sum of twenty-five dollars for each regular meeting, or up to six annual meetings of the citizens' advisory committee.

B. It is hereby specifically resolved that the sum shall be paid to the committee as set forth above to defray their expenses and costs of travel and investigation which they shall incur, and the sum is not paid as salary or compensation for services rendered, and the payment of the sums shall in no way or manner change the status, relationship or position of the committee members that has heretofore existed.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.050 Election of chairman of commission.

Annually, in August, the commission shall elect a chairperson and vice chairperson. Both shall be elected from and by the members of the citizens' advisory committee.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.060 Removal from office.

A commissioner may be removed at any time by a majority vote of the city council.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.070 Organization—Meetings—Rules.

The citizens' advisory committee is an advisory committee to the city council. The city council, by state law, is the responsible legislative body in matters relating to the annual action plan process. The citizens' advisory committee shall be involved in the development of the annual action plan. The citizens' advisory committee may make specific funding and program recommendations on the use of community development block grant funds to the city council.

The citizens' advisory committee shall meet as specified in the citizens' participation plan, as may be amended from time to time. The citizens' advisory committee meetings are held in the council chambers at city hall, 8650 California Avenue, South Gate, and are open to the public.

While this plan describes a specific citizens' organization—the citizens' advisory committee—it is not intended to exclude any individual citizen input. All citizens of South Gate are encouraged to participate in every public meeting and to contact the city manager's office or the community development department with any questions concerning the process and the programs pertaining to the annual action plan including the community development block grant program.

(Ord. 2166 § 1 (part), 5-25-04)

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B. Notwithstanding the preceding, the term of office of any commissioner will automatically expire if the commissioner is absent, without an excuse to the CDBG coordinator, from three consecutive regularly scheduled meetings.

C. Vacancies on the citizens' advisory committee shall be filled by appointment by the respective appointing city council member. The appointee shall serve only for the unexpired term of the person being replaced.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.035 Disqualifying activity.

In the event that any commissioner named herein files or permits a third person to file with the city clerk a notice indicating his or her candidacy for any elective office in the city of South Gate, the term of the committee member shall automatically terminate.

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1.25.040 Remuneration.

A. For attendance at the affairs of the citizens' advisory committee, a committee member shall be reimbursed the sum of twenty-five dollars for each regular meeting, or up to six annual meetings of the citizens' advisory committee.

B. It is hereby specifically resolved that the sum shall be paid to the committee as set forth above to defray their expenses and costs of travel and investigation which they shall incur, and the sum is not paid as salary or compensation for services rendered, and the payment of the sums shall in no way or manner change the status, relationship or position of the committee members that has heretofore existed.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.050 Election of chairman of commission.

Annually, in August, the commission shall elect a chairperson and vice chairperson. Both shall be elected from and by the members of the citizens' advisory committee.

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A commissioner may be removed at any time by a majority vote of the city council.

(Ord. 2166 § 1 (part), 5-25-04)

1.25.070 Organization—Meetings—Rules.

The citizens' advisory committee is an advisory committee to the city council. The city council, by state law, is the responsible legislative body in matters relating to the annual action plan process. The citizens' advisory committee shall be involved in the development of the annual action plan. The citizens' advisory committee may make specific funding and program recommendations on the use of community development block grant funds to the city council.

The citizens' advisory committee shall meet as specified in the citizens' participation plan, as may be amended from time to time. The citizens' advisory committee meetings are held in the council chambers at city hall, 8650 California Avenue, South Gate, and are open to the public.

While this plan describes a specific citizens' organization—the citizens' advisory committee—it is not intended to exclude any individual citizen input. All citizens of South Gate are encouraged to participate in every public meeting and to contact the city manager's office or the community development department with any questions concerning the process and the programs pertaining to the annual action plan including the community development block grant program.

(Ord. 2166 § 1 (part), 5-25-04)

RECEIVED

Item No. 19

JAN 20 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

1:20pm

AGENDA BILL

For the Regular Meeting of: January 26, 2021

Originating Department: Administration

Management Assistant: Giselle Mares¹³⁴ Interim City Manager: Chris Jeffers

SUBJECT: INTERIM URGENCY ORDINANCE ESTABLISHING A TEMPORARY LIMIT ON THE CHARGES IMPOSED BY THIRD-PARTY FOOD DELIVERY SERVICES DURING THE COVID-19 PANDEMIC

PURPOSE: This item was added to the Agenda at the request of Council Member Denise Diaz to provide some relief to restaurants experiencing financial hardships during the ongoing COVID-19 pandemic.

RECOMMENDED ACTION: Adopt Interim Urgency Ordinance adopting new Section 2.10.380 (COVID-19 Restrictions – Food Delivery Charges), to Chapter 2.10 (Business Regulation), to Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code establishing a temporary limit on the charges imposed by third-party food delivery services on local restaurants during the ongoing COVID-19 pandemic, effective immediately.

FISCAL IMPACT: None.

ANALYSIS: Many consumers in the City are eager to support local restaurants and use third-party food delivery services, especially during the COVID-19 pandemic, as restaurants are prohibited from offering on-premises dining. As a result, restaurants and customers have experienced financial hardships, while third-party food delivery services have experienced an increase in profitable margins. Third-party food delivery services utilize various commission models that can charge a restaurant up to thirty-percent or more per order, including delivery, marketing and promotion, subscription, and processing fees. Restaurants, and particularly small family-owned restaurants with few locations, have limited bargaining power to negotiate lower commission fees with third-party food delivery services. Given that only a few restaurants in the marketplace provide their own food delivery services, small restaurants that do not operate their own food delivery service resort to contracting with third-party food delivery service providers as a means to keep afloat during these challenging times. Many small enterprises face dire financial circumstances, and take-out and delivery are essential to maintaining their restaurant operations for the foreseeable future during the ongoing COVID-19 pandemic.

BACKGROUND: At the January 12, 2021, regularly scheduled City Council Meeting, Council Member Diaz requested this item to be considered by the City Council to consider the adoption of an ordinance temporarily limiting the fees charged by third-party food delivery services.

As a result of the declarations and ensuing Federal, State and County orders, restaurants and similar businesses have been prohibited from offering on-premises dining and are only allowed to sell food and beverages to customers for delivery and pick-up in an attempt to limit and control the spread of COVID-19.

The Los Angeles County Public Health Department has adopted a similar order that was challenged in court, but is still subject to appeal. If the court action is successfully appealed, it is likely that the order restricting restaurants would extend beyond the State order.

Takeout and delivery only options for restaurants severely strain their viability. Many restaurants rely on third party delivery services that charge fees that further jeopardize the continued operation of those restaurants. Further negative impacts of such circumstances are set forth in the recitals of the proposed Interim Urgency Ordinance attached. If adopted, the attached Interim Urgency Ordinance will impose a temporary limit on the delivery fees that can be charged by a third-party food delivery service to civil liability, enforceable via court action by any restaurant aggrieved by the failure to comply with the ordinance. The proposed Interim Urgency Ordinance will become effective immediately upon its adoption by a four-fifths (4/5) vote of the City Council and shall be of no further force or effect forty-five (45) days from the date of adoption, unless extended following a public hearing, as provided in Government Code Section 65858.

Similar ordinances have been adopted by surrounding communities, including Alhambra, South Pasadena, and Los Angeles.

ATTACHMENT: Proposed Interim Urgency Ordinance

INTERIM URGENCY ORDINANCE NO. _____

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

**INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH GATE, CALIFORNIA, ADOPTING NEW
SECTION 2.10.380 (COVID-19 RESTRICTIONS – FOOD DELIVERY
CHARGES), TO CHAPTER 2.10 (BUSINESS REGULATION), TO TITLE 2
(LICENSES – BUSINESS REGULATIONS), OF THE SOUTH GATE
MUNICIPAL CODE ESTABLISHING A TEMPORARY LIMIT ON THE
CHARGES IMPOSED BY THIRD-PARTY FOOD DELIVERY SERVICES
ON LOCAL RESTAURANTS DURING THE ONGOING COVID-19
PANDEMIC, EFFECTIVE IMMEDIATELY**

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency within the State of California ("State") due to the threat posed by the Coronavirus Disease 2019 ("COVID-19"); the Los Angeles County Health Officer issued a Declaration of Local Health Emergency due to the COVID-19 cases in Los Angeles County; and the Los Angeles County Board of Supervisors ("Board") concurred and issued a Proclamation ("Proclamation") declaring a local emergency within the County of Los Angeles regarding the imminent spread of COVID-19;

WHEREAS, pursuant to California Government Code Section 8630(c), a governing body shall declare a local emergency and shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency;

WHEREAS, on March 18, 2020, in his role as the Director of Emergency Services, the City Manager of the City of South Gate proclaimed the existence of a local emergency within the City ("Local Emergency") 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;

WHEREAS, thereafter on March 24, 2020, the City Council adopted Resolution No. 2020-07-CC ratifying the declaration of the existence of a Local Emergency by the Director of Emergency Services on March 18, 2020;

WHEREAS, on March 19, 2020, Governor Newsom issued an Executive Order requiring all persons to remain at home to the extent possible and required all non-essential businesses to be closed, and on March 21, 2020, the Los Angeles County Department of Public Health issued a clarifying Safer at Home Order, requiring all persons to remain at home to the extent possible, unless engaged in essential business;

WHEREAS, as a result of those declarations and ensuing orders, restaurants and similar businesses have been prohibited from offering on-premises dining and are only allowed to sell food and beverages to customers for delivery and pick-up;

WHEREAS, limiting restaurants to only takeout and delivery service has placed a sudden and severe financial strain on many restaurants, particularly those that are small businesses that already operate on limited resources, adds financial pressures with the increased cost of acquiring ingredients and supplies due to the ongoing COVID-19 surges;

WHEREAS, many restaurants use third-party food and beverage delivery services and persons living and working in South Gate rely on these delivery services, must experience the high fees charged by third-party delivery services (ranging between 12 and 30 percent);

WHEREAS, many restaurants and similar businesses operating in South Gate are small businesses with few locations, which have limited bargaining power to negotiate lower fees with third-party food delivery services and no ability to independently provide such delivery services, may be unable to continue operating;

WHEREAS, capping delivery fees charged by third-party food delivery service providers will accomplish the legitimate public purpose of easing the financial burden on struggling restaurants during the ongoing COVID-19 pandemic will not unduly burden the third-party food delivery services, as the cap proposed by this ordinance is reasonable and will allow the third-party food delivery services to continue to be profitable;

WHEREAS, the need to cap such fees will likely continue beyond the expiration of the State and County emergency declarations, as it is unclear how quickly thereafter restaurant patrons will return to in-restaurant dining, and restaurants may continue to see a significant loss of revenue for an ongoing period of time thereafter;

WHEREAS, California Government Code Sections 8634, 36934 and 36937 authorize the City Council to take action by ordinance to take effect immediately for the preservation of the public peace, health or safety when adopted by a four-fifths vote of the City Council; and

WHEREAS, during the ongoing COVID-19 pandemic when dining is restricted, for the reasons set forth above, it is in the interest of protecting the public health and safety to limit charges imposed by third-party food delivery services and to do so immediately, given the strains on restaurants and customers, as well as the likelihood that dining limitations are likely to extend beyond the time that many restaurants can remain in business.

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

SECTION 1. The City Council does hereby declare that the above recitals are true and correct and incorporated herein by reference. Based on these findings, the City Council determines the public health, safety and general welfare of the City, its residents and businesses, to limit third-party food delivery services effective immediately.

SECTION 2. The City Council does hereby adopt new Section 2.10.380 (COVID-19 Restrictions – Food Delivery Charges), to Chapter 2.10 (Business Regulation), to Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code in its entirety to read as follows:

TITLE 2 (LICENSES – BUSINESS REGULATIONS)
Chapter 2.10 (BUSINESS REGULATION)
SECTION 2.10.380 (COVID-19 RESTRICTIONS – FOOD DELIVERY CHARGES)

Sections: 2.10.380

- A. Purpose and intent.**
- B. Definitions.**
- C. Fee Limits.**
- D. Protection of Gratuities.**
- E. Identification of Fees.**
- F. Grace Period.**
- G. Penalties and Enforcement.**

A. Purpose and intent.

This Section of the South Gate Municipal Code (“Section”) is in the interest of protecting the public health and safety by limiting charges imposed by third-party food delivery services, given the strains on restaurants and customers, as well as the likelihood that dining limitations are likely to extend beyond the time that many restaurants can remain in business as a result of the ongoing Coronavirus Disease 2019 (COVID-19) pandemic.

B. Definitions.

For purposes of this chapter the following terms shall have the meanings indicated:

1. “Covered establishment” means a retail food establishment that offers, in a single commercial transaction over the internet, whether directly or through third-party food delivery services, the sale and same-day delivery of food to customers from one or more retail locations within the City
2. "Customer" means any person, firm, or association who makes use of a third-party food delivery service for the purpose of obtaining food from a retail food establishment.
3. "Delivery fee" means a fee charged by a third-party food delivery service for providing a retail food establishment with a service that delivers food from such establishment to customers. The term does not include any other fee that may be charged by a third-party food delivery service to a food service establishment, such as fees for listing or advertising the food service establishment on the third-party food delivery service platform or fees related to processing the online order, including but not limited to, service fees, fees for facilitating customer pick-up, and credit card processing fees.
4. “Delivery person” means any person delivering food or beverages on behalf of the third-party food delivery services, whether as an employee, independent contractor or otherwise.

5. "Food" means all articles and substances used for food and drink, confectionary or condiment whether simple or compound, and all ingredients and components used in the preparation thereof.
6. "Online order" means any order placed by a customer through or with the assistance of a platform provided by a third-party food delivery service, including a telephone order.
7. "Purchase price" means the total price of the items contained in an online order that are listed on the menu of the retail food establishment where such order is placed. Such term does not include taxes, gratuities and any other fees that may make up the total cost to the customer of an online order.
8. "Retail food establishment" means and includes any restaurant, delicatessen, bakery, coffee shop, or other eat-in or carry-out service of processed or prepared raw and ready-to-eat food or beverages.
9. "Third-party food delivery service" means any website, mobile application or other internet service that offers or arranges for the sale of food and beverages prepared by, and the same-day delivery or same day pickup of food and beverages from, no fewer than 20 food service establishments located in the city that are owned and operated by different persons.
10. "Worker" means any person working for a third-party food delivery service.

C. Fee Limits.

It shall be unlawful for a third-party food delivery service to charge a covered establishment:

1. Any combination of fees, commissions or costs which, together with the delivery fee, totals more than twenty percent (20%) of the purchase price of the online order;
2. A delivery fee that totals more than fifteen percent (15%) of the purchase price of an online order;
3. Any amount designated as a delivery fee for an online order that does not involve the delivery of food or beverages;
4. Any purchase price for a food or beverage item that is higher than the price listed on the retail food establishment's own menu; or
5. Any fee, commission, or cost other than as permitted in subdivisions (1), (2), (3) and (4) above.

D. Protection of Gratuities.

It shall be unlawful for a third-party food delivery service to reduce the compensation, including any tip or gratuity, paid to any workers as a result of the prohibitions in this

Ordinance. Any tip or gratuity shall be paid by the third-party food delivery service, in its entirety, to the person delivering the food or beverages.

E. Identification of Fees.

The third-party delivery service must deliver to the customer and the retail food establishment a receipt which clearly and accurately itemizes the cost components of the online order, which at a minimum shall show the following:

1. The purchase price of the food and beverages at the cost listed on the retail food establishment's menu;
2. Each delivery fee, as well as each and every other fee, commission, or cost, charged by the third-party food delivery service to the retail food establishment;
3. Each delivery fee, as well as each and every other fee, commission, or cost, charged by the third-party food delivery service to the customer;
4. Any tip or gratuity that will be paid to the delivery person; and
5. Any tip or gratuity that will be paid to the retail food establishment.

None of the prices, fees, commissions, costs or gratuities in subsections (1) through (5) above shall be combined on the receipt, except that a total of the foregoing amounts may be shown separately in addition to, and not instead of, the itemized amounts.

F. Grace Period.

A third-party food delivery service shall not be found in violation of this Ordinance for the first seven (7) days after its effective date, if it imposes a fee in excess of the fee limit in Section C., provided it refunds the excess fee to the covered establishment no later than fourteen (14) days after the effective date of this Ordinance.

G. Penalties and Enforcement.

1. Any customer or retail food establishment who is charged a fee by a third-party food delivery service in excess of that permitted by this Ordinance, and any delivery person or retail food establishment who's gratuities are withheld or diminished in violation of this Ordinance, may enforce this Ordinance by means of a civil action against the third-party food delivery service seeking damages and injunctive relief, subject to the provisions of this Section H.
2. Prior to filing any such action, the customer, delivery person or retail food establishment shall first provide written notice to the third-party food delivery service requesting that the excess fee and/or unpaid gratuity be refunded or paid within seven (7) days of the notice. If the third-party food delivery service fails to deliver the refund or make the payment within that period – or if the third-party food delivery service continues after that initial seven-day notice and cure period to charge fees or withhold gratuities in violation of this Ordinance – then the customer, delivery person or retail food establishment may thereafter file the action.
3. The prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees.

4. Violations of this Ordinance shall accrue on a daily basis for each day and for each customer, delivery person or retail food establishment charged a fee or denied a gratuity in violation of this Ordinance.
5. No criminal penalties shall attach for violation of this Ordinance.
6. Nothing in this Section H. shall prevent the City from enforcing compliance with this Ordinance by whatever means available to the City.
7. Notwithstanding subsection (6) above, this Ordinance is not intended to, and shall not, create a mandatory duty on the part of the City to protect persons or property from a violation of the provisions of this Ordinance. This Ordinance is not intended to, and shall not, create any rights or benefits (substantive or procedural, enforceable at law or equity) against the City.

SECTION 3. This Interim Urgency Ordinance shall become effective immediately upon its adoption by a four-fifths (4/5) vote of the City Council due to the immediate need to protect the public health, safety and welfare. It shall be of no further force or effect forty-five (45) days from the date of adoption unless extended following a public hearing, as provided in Government Code Section 65858.

SECTION 4. The City Manager/Interim City Manager and the City Attorney shall undertake all actions legally necessary to extend this Interim Urgency Ordinance in the event: (1) the studies and reports desired by this City Council will not be concluded, to allow restaurants to offer dine-in service, without limitation, or (2) upon the termination of the COVID-19 Local Emergency, whichever comes first, on or before the forty-fifth (45th) day subsequent to the adoption of this Interim Urgency Ordinance.

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SECTION 5. If any provision of this Ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this Ordinance which can be implemented without the invalid provisions, and to this end, the provisions of this Ordinance are declared to be severable. This Ordinance would have been adopted and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

SECTION 6. 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 26th day of **January, 2021**.


CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**PARTIAL WARRANT REGISTER FOR COUNCIL MEETING OF 1/26/2021
(CHECK NOT APPROVED ON 1/12/2021)**

PART I

apChkLst
01/19/2021 6:20:13PM

Final Check List
CITY OF SOUTH GATE

RECEIVED
8:45p
Page: 1
JAN 19 2021

Bank : botw BANK OF THE WEST

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check	Total
91260	1/12/2021	00004874	SO GATE CHAMBER OF COMM 1117	11/9/2020	FY 2020/2021 - 1ST QTR INSTALL	20,000.00		20,000.00
		Voucher:						
							Sub total for BANK OF THE WEST:	20,000.00

1 check in this report.

Grand Total All Checks: 20,000.00

PARTIAL WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 1/26/2021
(CHECK NOT APPROVED ON 1/12/2021)

TOTAL PART I - ACCOUNTS PAYABLE CHECK

20,000.00

GRAND TOTAL

20,000.00

WARRANT REGISTER FOR COUNCIL MEETING OF 1/26/2021

RECEIVED PART I

apChkLst
01/07/2021 8:01:23AM

Final Check List
CITY OF SOUTH GATE

Page: 1

JAN 19 2021
8:45pm

Bank : botw BANK OF THE WEST

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91284	1/7/2021	00000437 AFLAC	Ben280087	1/7/2021	AMERICAN FAMILY LIFE INS.: PA	635.82	635.82
		Voucher:					
91285	1/7/2021	00002417 AMERICAN FIDELITY ASSURANC	Ben280079	1/7/2021	AMERICAN FIDELITY (ABT): PAYI	300.16	300.16
		Voucher:					
91286	1/7/2021	0011469 CALIFORNIA DENTAL NETWORK,	Ben280075	1/7/2021	CALIFORNIA DENTAL NETWORK	2,956.50	
		Voucher:	Ben280121	1/7/2021	CA DENTAL HMO (SWORN): PAYI	37.78	2,994.28
91287	1/7/2021	0012107 CALIFORNIA STATE DISBURSEM	Ben280093	1/7/2021	CA STATE DISB. UNIT: PAYMENT	224.76	224.76
		Voucher:					
91288	1/7/2021	0011535 CDTFA	Ben280089	1/7/2021	CA DEPT OF TAX & FEE ADMIN: F	386.68	386.68
		Voucher:					
91289	1/7/2021	00000438 COLONIAL INSURANCE CO.	Ben280073	1/7/2021	COLONIAL INSURANCE CO: PAYI	2,772.74	
		Voucher:	Ben280111	1/7/2021	COLONIAL INSURANCE CO: PAYI	99.99	2,872.73
91290	1/7/2021	00002138 FRANCHISE TAX BOARD	Ben280083	1/7/2021	GARNISHMENT - FRANCHISE TA	396.14	396.14
		Voucher:					
91291	1/7/2021	0009920 OCSE CLEARINGHOUSE SDU	Ben280091	1/7/2021	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher:					
91292	1/7/2021	00002421 POLICE MANAGEMENT ASSOCIA	Ben280081	1/7/2021	POLICE MANAGEMENT ASSOC. I	2,250.00	2,250.00
		Voucher:					
91293	1/7/2021	00000335 POLICE OFFICERS ASSOCIATION	Ben280085	1/7/2021	POLICE ASSOCIATION DUES: PA	5,000.00	
		Voucher:	Ben280115	1/7/2021	POLICE ASSOCIATION DUES: PA	100.00	5,100.00
91294	1/7/2021	0011466 PRINCIPAL LIFE INSURANCE CO.	Ben280067	1/7/2021	PRINCIPAL DENTAL PPO (MISC):	31,529.21	
		Voucher:	Ben280113	1/7/2021	PRINCIPAL DENTAL PPO (SWOR)	219.09	31,748.30
91295	1/7/2021	0011467 RELIANCE STANDARD	Ben280069	1/7/2021	LONG TERM DISABILITY: PAYME	3,926.55	
		Voucher:	Ben280117	1/7/2021	LONG TERM DISABILITY: PAYME	29.93	3,956.48
91296	1/7/2021	0011468 SUPERIOR VISION SERVICES, IN	Ben280071	1/7/2021	SUPERIOR VISION MISC.: PAYME	3,992.84	
		Voucher:	Ben280119	1/7/2021	SUPERIOR VISION SWORN: PAYI	36.06	4,028.90
91297	1/7/2021	00000334 UNITED WAY OF GREATER LOS A	Ben280077	1/7/2021	UNITED WAY: PAYMENT	34.33	34.33
		Voucher:					

Sub total for BANK OF THE WEST: 55,252.58

14 checks in this report.

Grand Total All Checks: 55,252.58

Item No. 206

WARRANT REGISTER FOR COUNCIL MEETING OF 1/26/2021

PART II

apChkLst
01/12/2021 12:11:25PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
91298	1/12/2021	0012868	COMPATIOR, INC	2	1/11/2021	JULY 1 2020-JAN 4, 2021 FREE M	38,671.82	38,671.82
Voucher:								
91299	1/12/2021	0012836	ETRAK RECREATION SOFTWA	1	9/1/2020	SOFTWARE FEE FOR JULY 1 THI	2,500.00	
Voucher:								
				#2	12/31/2020	SOFTWARE FEE FOR OCTOBER	2,500.00	5,000.00
91300	1/12/2021	0012883	SHUSTER ADVISORY GROUP	379	5/11/2020	1ST QUARTER 2020 ADVISORY F	7,500.00	
Voucher:								
				400	7/1/2020	2ND QUARTER 2020 ADVISORY I	7,500.00	
				458	10/1/2020	3RD QUARTER 2020 ADVISORY I	7,500.00	
				510	1/4/2021	4TH QUARTER 2020 ADVISORY	7,500.00	30,000.00
91301	1/12/2021	00004865	SO CALIF EDISON	12/21/2020	12/21/2020	BILLING PRD DEC 2020	19,720.47	19,720.47
Voucher:								

Sub total for BANK OF THE WEST: 93,392.29

4 checks in this report.

Grand Total All Checks: 93,392.29

WARRANT REGISTER FOR COUNCIL MEETING OF 1/26/2021

PART III

apChkLst
01/19/2021 11:55:28AM

Final Check List
CITY OF SOUTH GATE

Page: 6

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91302	1/26/2021	0012818	ABC PLAYGROUND SAFETY 20-2406	12/17/2020	PLAYGROUND SAFETY AUDIT &	1,656.50	1,656.50
		Voucher:					
91303	1/26/2021	00001467	ADMINISTRATIVE SERV. CO-OP 10290	11/30/2020	NOV 2020: SERVICES FOR DIAL-	39,262.25	39,262.25
		Voucher:					
91304	1/26/2021	00004372	AIRGAS USA, LLC 9107885873	12/9/2020	CARBON DIOXIDE FOR POOL	147.85	
		Voucher:	9107700406	12/3/2020	CARBON DIOXIDE	217.26	365.11
91305	1/26/2021	0007802	AIS SPECIALTY PRODUCTS, INC PSI374357	12/2/2020	HAND SANITIZER, SANITIZING G	1,135.65	1,135.65
		Voucher:					
91306	1/26/2021	0011059	ALESHIRE & WYNDER, LLP, SUIT160098	1/6/2021	THRU 12/31/20 - PERSONNEL-LA	2,253.50	2,253.50
		Voucher:					
91307	1/26/2021	0011577	ALL PHASE ELECTRIC SUPPLY C 0946-1002505	10/5/2020	EMERGENCY EXIT SIGNS	216.64	
		Voucher:	0946-1003979	10/26/2020	INVENTORY PO/ LAMPS	1,340.09	
			0946-1004587	11/2/2020	INVENTORY PO/ BATTERIES	1,391.97	
			0946-1003596	10/19/2020	TRAFFIC SIGNALS-INTERNALLY	537.47	
			0946-1004003	10/23/2020	MATERIALS NEEDED FOR STREI	6,948.21	10,434.38

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91308	1/26/2021	00003399 ALVARADOSMITH	352116	12/31/2020	THRU 12/31/2020 RE: COSG ET A	425.50	
	Voucher:		352098	12/31/2020	THRU 12/31/20 - GENERAL PROJ	962.50	
			352099	12/31/2020	THRU 12/31/20 - ATTEND SPECIA	1,372.50	
			352117	12/31/2020	THRU 12/31/2020 RE: COSG, ET /	5,280.00	
			352118	12/31/2020	THUR 12/31/20 COMMUNITY DEV	8,965.00	
			352119	12/31/2020	THUR12/31/2020 RE: COSG REGA	4,070.00	
			352120	12/31/2020	THRU 12/31/20 - EMPLOYMENT M	385.00	
			352100	12/31/2020	THRU 12/31/20 - TUESDAYS, AGE	13,050.00	
			352102	12/31/2020	THRU 12/31/20 RE: COSG ADV AI	5,000.00	
			352103	12/31/2020	THRU 12/31/20 RE: COSG ADV J/	16,231.15	
			352104	12/31/2020	THRU:12/31/20 RE: COSG ADV AF	1,150.00	
			352105	12/31/2020	THRU:12/31/20 RE: COSG ADV LL	425.00	
			352106	12/31/2020	THRU 12/31/20 RE: COSG - LUCIL	900.00	
			352107	12/31/2020	THRU 12/31/20 - COSG ADV ALBE	675.00	
			352108	12/31/2020	THRU 12/31/2020 RE: COSG ADV	385.00	
			352121	12/31/2020	THRU 12/31/2020 RE: COSG ADV	7,100.00	
			352110	12/31/2020	THRU 12/31/2020 RE: COSG ADV	759.60	
			352111	12/31/2020	THRU 12/31/2020 RE: COSG ADV	5,207.15	
			352112	12/31/2020	THRU 12/31/20 RE: COSG ADV SI	275.00	
			352113	12/31/2020	THRU 12/31/20 COSG ET AL ADV	725.00	
			352114	12/31/2020	THRU 12/31/2020 RE: COSG ADV	1,250.00	
			352115	12/31/2020	THRU 12/31/2020 RE: COSG ADV	709.60	75,303.00
91309	1/26/2021	0007290 APW KNOX-SEEMAN	15985012	12/19/2020	CONTROL ARM	50.39	
	Voucher:		15982751	12/18/2020	LAMP FOR UNIT 660	8.06	58.45
91310	1/26/2021	00004126 A-THRONE CO INC.	0000669071	11/20/2020	11/20/20-12/17/2: PORTABLE RES	190.37	
	Voucher:		0000671394	12/4/2020	12/15/20-1/11/21: PARKS FENCE I	54.46	
			0000667651	11/12/2020	11/12/20-12/19-20: PORTABLE RE	380.74	625.57
91311	1/26/2021	00000201 ATLANTIC LOCK & KEY	00149	12/17/2020	COPIES OF KEYS FOR PARK FAC	55.00	55.00
	Voucher:						
91312	1/26/2021	0010585 AUTOZONE STORES, INC.	5488229143	12/18/2020	ENGINE MOUNT - UNIT 660	93.40	
	Voucher:		5488229182	12/18/2020	HEATER HOSE CONN FOR UNIT	19.79	
			5488226690	12/15/2020	OIL FILTER, BUG REMOVER WAS	47.15	160.34

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
91313	1/26/2021	0010615	BEARCOM	5118830	12/1/2020	DEC 2020: BEARCOM ANNUAL S	323.48	
	Voucher:			5118837	12/1/2020	DEC 2020: BEARCOM ANNUAL S	318.81	
				5118840	12/1/2020	DEC 2020: BEARCOM ANNUAL S	2,270.06	
				5118845	12/1/2020	DEC 2020 BEARCOM ANNUAL SE	175.52	3,087.87
91314	1/26/2021	0008396	BLUE DIAMOND MATERIALS	2056037	11/9/2020	COLD MIX- SOUTH GATE BC PLA	311.72	311.72
	Voucher:							
91315	1/26/2021	00002469	BOB BARKER COMPANY	UT1000551227	12/14/2020	JAIL SUPPLIES - ALCOHOL PREF	51.71	
	Voucher:			UT1000551182	12/14/2020	JAIL SUPPLIES - UNDERGARMEI	22.35	74.06
91316	1/26/2021	00001188	BOTACH INC	6340015	11/30/2020	EOTECH XPS2 HOLAGRAPHIC S	4,961.03	4,961.03
	Voucher:							
91317	1/26/2021	0011469	CALIFORNIA DENTAL NETWORK, DEC 2020		11/20/2020	DEC 2020 ADJ FOR MISC & SWC	337.34	337.34
	Voucher:							
91318	1/26/2021	00000759	CALIFORNIA FRAME & AXLE	61880	12/15/2020	FRONT WHEEL ALIGNMENT UNI	205.00	
	Voucher:			61905	12/16/2020	FRONT WHEEL ALIGNMENT - UN	55.00	260.00
91319	1/26/2021	00004433	CARPENTER, ROTHANS & DUMO36938		12/15/2020	THRU 11/30/20 RE: CANIZALES, I	888.00	888.00
	Voucher:							
91320	1/26/2021	00003548	CDCE,INC	137895	12/4/2020	PANASONIC CF-33 TABLET FIRS	8,710.00	8,710.00
	Voucher:							
91321	1/26/2021	0006239	CENTRAL FORD	365584	12/17/2020	PARTS FOR UNIT 180	282.31	282.31
	Voucher:							
91322	1/26/2021	0005839	CHAMPION CHRYSLER JEEP DOI618150		12/9/2020	RADIATOR, LAMP SIDE AND ANT	476.87	
	Voucher:			617759	12/7/2020	PAD KIT, ROTOR, BRAKE FOR UP	723.36	1,200.23
91323	1/26/2021	00005090	CITY OF PARAMOUNT	00004479	12/1/2020	JUL - SEP 2020 SHARED MNTC C	261.97	261.97
	Voucher:							
91324	1/26/2021	0011708	CLIENTFIRST TECHNOLOGY	12200	12/31/2020	DEC 2020 IT PROJECT MANAGEI	6,655.00	
	Voucher:			12201	12/31/2020	DEC 2020 OFFICE 365 MIGRATIC	4,200.00	10,855.00
91325	1/26/2021	0011922	CONCENTRA MEDICAL CENTERS69801611		12/15/2020	12/2/20-12/8/20: DOT PHYSICAL F	522.00	
	Voucher:			69881694	12/16/2020	12/9/20-12/13/20: BLOOD DRAWS	272.00	794.00
91326	1/26/2021	0010352	COUNTY OF LOS ANGELES	IN0905504	11/16/2020	FY2020-2021 BACKFLOW ASSEM	74.00	
	Voucher:			IN0905503	11/16/2020	FY2020-2021 BACKFLOW ASSEM	296.00	
				IN0905502	11/16/2020	FY2020-2021 BACKFLOW ASSEM	37.00	
				IN0905501	11/16/2020	FY2020-2021 BACKFLOW ASSEM	37.00	
				IN0900517	11/16/2020	FY2020-2021 BACKFLOW ASSEM	74.00	
				IN0905505	11/16/2020	FY2020-2021 BACKFLOW ASSEM	74.00	592.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91327	1/26/2021	00001423	DAILY JOURNAL CORPORATION	B3425957	12/24/2020	NOTICE INVITING BIDS:URBAN C	747.60
		Voucher:		B3424921	12/31/2020	NOTICE OF HEARING: ZONE TE	231.00
				B3425399	12/31/2020	NOTICE OF HEARING:2020-2021	231.00
				B3425853	12/24/2020	NOTICE INVITING BIDS:LONG BE	588.00
91328	1/26/2021	00000314	DAPEER ROSENBLIT & LITVAK LL18118		11/30/2020	NOV 2020 - (ANINAL CONTROL/P	577.50
		Voucher:					577.50
91329	1/26/2021	00001565	DEPT OF JUSTICE-(DOJ) CENTR/478566		11/3/2020	OCT 2020 FINGERPRINT APP	202.00
		Voucher:					202.00
91330	1/26/2021	0011954	EMP: EUTSEY, ARMAND	FY 2020/21	12/14/2020	EDU REIMB: FY 2020/21 - 8/20/20	2,500.00
		Voucher:					2,500.00
91331	1/26/2021	00002026	FEDERAL EXPRESS CORPORATI	7-225-29223	12/25/2020	FEDEX STANDARD OVERNIGHT	67.71
		Voucher:					67.71
91332	1/26/2021	0005869	FERGUSON WATERWORKS	0739494	12/3/2020	INVENTORY PO/ WATER PARTS	1,918.56
		Voucher:					1,918.56
91333	1/26/2021	00003770	FLEMING ENVIRONMENTAL INC.	16672	9/30/2020	9/24/20: 30 DAY INSPECTIONS - M	540.00
		Voucher:		16824	12/3/2020	11/19/20: 30 INSPECTIONS AT CC	540.00
91334	1/26/2021	0012760	FOOTHILL COMMUNICATIONS, IN	5118	12/18/2020	REPLACEMENT OF ANTENNAS F	15,312.14
		Voucher:					15,312.14
91335	1/26/2021	0010237	FRONTIER COMMUNICATIONS	209-057-1084 01/2	1/1/2021	BILLING - 01/01/21-01/31/21	45.53
		Voucher:					45.53
91336	1/26/2021	00004934	GAS COMPANY	013 900 7300 3 12	12/15/2020	BILLING PRD- 10/09/20 -11/10/20	1,486.37
		Voucher:		045 400 7300 6 12	1/13/2021	BILLING PRD- 11/10/20 -12/11/20	111.51
				130 500 9400 5 12	12/14/2020	BILLING PRD- 11/09/20 -12/10/20	270.92
				134 700 9400 7 12	12/14/2020	BILLING PRD- 11/09/20 -12/10/20	87.11
				189 300 9500 7 12	12/18/2020	BILLING PRD- 11/16/20 -12/16/20	1,235.12
				132 600 9400 1 12	12/14/2020	BILLING PRD- 11/09/20 -12/10/20	33.56
				186 100 7200 3 12	12/15/2020	BILLING PRD- 11/10/20 -12/11/20	1,099.50
				083 407 6536 4 12	12/23/2020	BILLING PRD- 11/19/20 -12/21/20	21.91
				113 798 0362 7 12	12/16/2020	BILLING PRD- 12/01/20 -01/01/21	4,890.57
				094 300 7500 3 12	12/17/2020	BILLING PRD- 11/13/20 -12/15/20	309.09
				102 000 8100 7 12	12/14/2020	BILLING PRD- 11/09/20 -12/10/20	356.62
				126 300 9600 1 12	12/15/2020	BILLING PRD- 11/10/20 -12/11/20	18.95
				115 800 9600 3 12	12/15/2020	BILLING PRD- 11/10/20 -12/11/20	1,001.29
							10,922.52

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
91337	1/26/2021	00004869	GOLDEN STATE WATER COMPAN	63744100007 01/2	1/5/2021	BILLING PRD- 12/02/20 - 01/04/20	401.18	
		Voucher:		73744100006 01/2	1/5/2021	BILLING PRD- 12/02/20 - 01/04/20	229.90	
				33744100000 01/2	1/13/2021	BILLING PRD- 12/02/20 - 01/04/21	281.04	
				53744100008 01/2	1/5/2021	BILLING PRD- 12/02/20 - 01/04/20	205.89	
				3280940008 01/21	1/26/2021	BILLING PRD- 12/02/20 - 01/04/20	44.59	
				29007447310 01/2	1/6/2021	BILLING PRD- 12/03/20 - 01/05/20	62.76	1,225.36
91338	1/26/2021	0008109	GOODIE'S UNIFORM	2020-32995	12/16/2020	UNIFORM AND ACCESSORIES F	1,026.41	1,026.41
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91340	1/26/2021	00000268	HOME DEPOT CREDIT SERVICES	4340866	12/9/2020	SUPPLIES FOR FOUNTAINS	39.47
	Voucher:		3340882	12/10/2020	TOOLS TO FIX SOLAR EQUIPME	78.47	
			4372527-RI	9/30/2020	RI CK# 91082: LUMBER WAS PUF	79.13	
			9351370	12/4/2020	CELING TILES FOR PD HALLWAY	80.23	
			3340879	12/10/2020	PAINT SUPPLIES FOR GENERAL	170.65	
			4351396	12/19/2020	PURCHASED SUPPLIES TO PAIN	42.67	
			4340802-RI	11/19/2020	RI CK# 91082: MATERIALS FOR T	86.19	
			5974961-RI	6/1/2020	RI CK# 91082: LUMBER FOR BOF	3,776.52	
			4351309-RI	11/9/2020	RI CK# 91082: CANOPIES TO INS	727.65	
			10/08/2020-RI	10/8/2020	RI CK# 91082: PAINT FOR OFFICI	673.33	
			3351326-RI	11/20/2020	RI CK# 91082: DRILL REPLACEM	438.90	
			4372823-RI	12/9/2020	RI CK# 91082: FACILITY MAINT. -	384.16	
			8372784-RI	11/25/2020	RI CK# 91082: GROUNDS MAINTI	375.36	
			1351227-RI	10/13/2020	RI CK# 91082: FABRICATE TISSU	342.22	
			0360133-RI	11/3/2020	RI CK# 91082: SUPPLIES FOR ST	332.46	
			1372628-RI	10/23/2020	RI CK# 91082: INSTALL NEW CIR	330.48	
			7360138-RI	11/6/2020	RI CK# 91082: TOOLS FOR GRINI	309.24	
			9372599-RI	10/15/2020	RI CK# 91082: TRANSFER STATIC	301.29	
			351081-RI	8/5/2020	RI CK# 91082: COMPRESSOR, IN	295.85	
			8372637-RI	10/26/2020	RI CK# 91082: BLADES FOR CHC	259.84	
			8372638-RI	10/26/2020	RI CK# 91082: CHOP SAW FOR V	252.99	
			7372613-RI	10/17/2020	RI CK# 91082: PAINT FOR POOL	201.93	
			3351299-RI	10/31/2020	RI CK# 91082: PAINT SPRAYER F	190.25	
			3372624-RI	10/21/2020	RI CK# 91082: SUPPLIES FOR JC	162.14	
			7360139-RI	11/6/2020	RI CK# 91082: ANTI VIBRATION C	140.58	
			6372557-RI	10/8/2020	RI CK# 91082: PAINT FOR GOOD	130.20	
			5372652-RI	10/29/2020	RI CK# 91082: PAINT OFFICE ARE	123.32	
			0372631-RI	10/24/2020	RI CK# 91082: PAINT OFFICE AT I	116.52	
			5372737-RI	11/18/2020	RI CK# 91082: PAINT FOR GRAFF	98.97	
			9340787-RI	11/14/2020	RI CK# 91082: PAINT SUPPLIES F	86.25	
			7360136-RI	11/6/2020	RI CK# 91082: PAINT LOCKER RC	84.57	
			7360112-RI	10/17/2020	RI CK# 91082:MONITOR BRACKE	76.97	
			6360207-RI	12/7/2020	RI CK# 91082: CLEANING SUPPL	65.20	
			8360124-RI	10/26/2020	RI CK# 91082: SUPPLIES FOR FC	54.95	
			3351311-RI	11/10/2020	RI CK# 91082: MATERIALS TO IN:	21.90	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			0372666-RI	11/3/2020	RI CK# 91082: POOL TEST KIT	15.38	
			1340763-RI	10/13/2020	RI CK# 91082: INSTALL METAL AI	7.44	
			9372677-RI	11/4/2020	RI CK# 91082: EXT PAINT	76.56	11,030.23
91341	1/26/2021	0008222 JCL TRAFFIC SERVICES	105862	10/1/2020	INVENTORY PO/SAFETY CONES	1,918.35	1,918.35
		Voucher:					
91342	1/26/2021	0005586 JOE A. GONSALVES & SONS	158713	12/15/2020	JAN 2021: LEGISLATIVE ADVOC	2,590.00	2,590.00
		Voucher:					
91343	1/26/2021	0011585 JOHNSON CONTROLS FIRE	21997464	12/1/2020	1/1/21-3/31/21: ANNUAL SERVICE	867.50	
		Voucher:	21997832	12/1/2021	1/1/21-3/31/21: ANNUAL SERVICE	1,510.50	
			86861748	6/29/2020	6/25/20: JOHNSON CONTROLS- f	980.00	
			21997366	12/1/2020	1/1/21-3/31/21: ANNUAL SERVICE	651.75	
			21997447	12/1/2020	1/1/21-3/31/21: ANNUAL SERVICE	640.75	
			87136260	9/29/2020	9/26/20: JOHNSON CONTROLS- f	1,080.00	5,730.50
91344	1/26/2021	00003387 KNORR SYSTEMS, INC.	SI226801	12/15/2020	SWIM STADIUM POOL CHEMICAL	1,510.43	1,510.43
		Voucher:					
91345	1/26/2021	00003540 LA COUNTY DEPT. OF PUBLIC W	WIN210000180	9/8/2020	3/1/20-7/31/20: T.S. 0329/ALMEDA	441.23	441.23
		Voucher:					
91346	1/26/2021	0006905 LA COUNTY SHERIFF'S DEPARTM	210950BL	12/11/2020	NOVEMBER 2020 FOOD FOR THI	311.25	311.25
		Voucher:					
91347	1/26/2021	00002870 LAW OFFICES OF JONES & MAYE	101183	12/31/2020	THRU 12/31/20- PITCHESS MOTI	800.00	800.00
		Voucher:					
91348	1/26/2021	0012870 MARIELENA BIBRIESCA DE AREL	11/12/21-12/1/21	1/7/2021	11/12/21-12/1/21: STEP AEROBIC:	150.00	150.00
		Voucher:					
91349	1/26/2021	0011575 MERCHANTS BUILDING	607672	11/30/2020	11/23/20: CLEANED/DISINFECTEI	195.00	195.00
		Voucher:					
91350	1/26/2021	0012876 MURGUIA GARCIA, PEDRO	FEE	1/14/2021	REIMBURSE BANK FEES	12.00	12.00
		Voucher:					
91351	1/26/2021	0009426 MV CHENG & ASSOCIATES, INC.	11/30/2020	12/9/2020	NOV 2020 ACCOUNTING SERVIC	4,492.74	
		Voucher:	10/31/2020 -2	11/6/2020	OCT 2020 ACCOUNTING SERVIC	3,137.26	7,630.00
91352	1/26/2021	00003962 NICKEY PETROLEUM CO., INC.	353239	11/10/2020	INVENTORY PO/ BARE BRICK	2,132.52	2,132.52
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91353	1/26/2021	0007984 O'REILLY AUTO PARTS	3063-382828	12/17/2020	CAPSULE FOR UNIT 190	29.46	
	Voucher:		3063-383062	12/19/2020	HDLT RESTORE ON UNIT 170	33.06	
			3063-382766	12/17/2020	CAR WASH - GALLONS	11.00	
			3063-383167	12/19/2020	STRUT MOUNT FOR UNIT 183	76.25	
			3063-382540	12/15/2020	CONNECTORS FOR UNIT 412	24.23	174.00
91354	1/26/2021	00004582 PARKHOUSE TIRE INC	1010777901	1/7/2021	INVENTORY PO/ TIRES	1,711.93	1,711.93
	Voucher:						
91355	1/26/2021	00003781 PD: BOLAR, EDWARD	1-2875	12/16/2020	10/19/20-10/30/20: MEAL REIMB 8	263.26	263.26
	Voucher:						
91356	1/26/2021	00000326 PD: CHAVEZ, CELESTE	1-2893	12/17/2020	12/14/20: MEAL REIMB & MILAGE	51.12	51.12
	Voucher:						
91357	1/26/2021	0010738 PD: GUTIERREZ, LORENA	1-2846	12/17/2020	10/26/20: PER DIEM & MILAGE - 1	79.53	79.53
	Voucher:						
91358	1/26/2021	0008712 PD: MARIN, DERRICK	1-2878	12/8/2020	10/26/20-10/30/20: PER DIEM & M	282.86	282.86
	Voucher:						
91359	1/26/2021	0008095 PD: PADILLA, BRIAN	1-2878	12/8/2020	10/26/20-10/30/20: MILAGE & PEF	282.86	282.86
	Voucher:						
91360	1/26/2021	00004074 PD: TAN, HELENDIA	1-2846	12/17/2020	10/26/20: PER DIEM & MILAGE - 1	79.53	79.53
	Voucher:						
91361	1/26/2021	00004714 PETTY CASH- POLICE DEPT. -	JM-9/30/20-12/3/20	9/30/2020	9/30/2020-12/3/2020 - JM - PETTY	425.96	425.96
	Voucher:						
91362	1/26/2021	0011257 PK: GUILMETTE, ROBERT	12/14/20-1/6/21	1/7/2021	12/14/20-1/6/21: YOGA	270.00	270.00
	Voucher:						
91363	1/26/2021	00000488 PRAXAIR DISTRIBUTION, INC.	60254247	11/22/2020	CYLINDER RENTAL	101.75	101.75
	Voucher:						
91364	1/26/2021	00000416 RAPID-O-PRINT	21958	12/29/2020	BLUE PRESENTATION FOLDERS	769.55	769.55
	Voucher:						
91365	1/26/2021	00004773 RET: ALMANZA, JOSEPH A	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
	Voucher:						
91366	1/26/2021	0009815 RET: AMEY, ISAAC D	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
	Voucher:						
91367	1/26/2021	0008275 RET: AROCHA, FRANCIS X.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
	Voucher:						
91368	1/26/2021	00001840 RET: BLASKA, WILLIAM MIKE	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
	Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
91369	1/26/2021	00004776	RET: CARTER, LLOYD B	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
		Voucher:						
91370	1/26/2021	00000495	RET: CHAVEZ, ANTHONY A	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
91371	1/26/2021	0006505	RET: CORBET, RONALD	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
		Voucher:						
91372	1/26/2021	00004777	RET: DAY, ROBERT A	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
		Voucher:						
91373	1/26/2021	0008746	RET: DELEON, RUBEN	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
91374	1/26/2021	0006507	RET: FIGUEROA, GLORIA A.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
91375	1/26/2021	0011326	RET: GALVAN, RAY A.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
91376	1/26/2021	0006508	RET: GOMEZ, JOSEPH C.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
91377	1/26/2021	0006509	RET: HAMMOND, DONNA	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
91378	1/26/2021	0010881	RET: KOOPMANS, WILLIAM O.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
91379	1/26/2021	0010410	RET: LEO, FRANK	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
91380	1/26/2021	00003833	RET: MOOMEY, STEVEN	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	518.00	518.00
		Voucher:						
91381	1/26/2021	00003798	RET: RANGEL, ARMANDO	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
91382	1/26/2021	0012837	RET: RODRIGUEZ, ANNA	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
91383	1/26/2021	00000458	RET: SEWELL, ELAINE	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
91384	1/26/2021	00000459	RET: SEWELL, KENNETH R	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
91385	1/26/2021	00002735	ROADLINE PRODUCTS, INC.	16016	9/18/2020	TRAFFIC PAINT MATERIAL	30,462.08	30,462.08
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91386	1/26/2021	0009447 RWC GROUP	XA301004030:01	12/7/2020	RUBBER MUDFLAP	21.98	21.98
		Voucher:					
91387	1/26/2021	00004834 SECURITY SIGNAL DEVICES SYSS-01037887	S-01035116	12/11/2020	10 - SSD KEYFOB 37 BIT PROXKI	93.74	
		Voucher:		10/19/2020	UPDATE KEYPAD CODE AT SPOF	253.50	347.24
91388	1/26/2021	0007073 SERGIO'S AUTO UPHOLSTERY	2144	12/17/2020	REPAIR SEAT UNIT 144	180.00	180.00
		Voucher:					
91389	1/26/2021	00004857 SMITH FASTENER COMPANY	0030324	12/8/2020	PIPE PLUGS	6.62	6.62
		Voucher:					
91390	1/26/2021	00004868 SO CALIF REHABILITATION SVC	3402091756194	3/9/2020	OMRON 5 SERIES BLOOD PRES:	329.28	
		Voucher:	111-1686850-2426	3/9/2020	SULTAN'S LINES FOLDABLE BAT	28.58	
			2469216EPXHOW	3/9/2020	WRISTECH BLOOD PRESSURE M	75.68	
			111-0767395-5871	3/10/2020	KARMAN HEALTHCARE S-15 MAI	625.90	
			1583870726	3/10/2020	MEDLINE EMPOWER ROLLATOR	238.56	1,298.00
91391	1/26/2021	0012750 SOUTHERN CALIFORNIA NEWS	C0000498420	11/30/2020	NOV 2020: PUBLIC NOTICES - PL	2,674.25	2,674.25
		Voucher:					
91392	1/26/2021	00002639 STRADLING YOCCA CARLSON &	369319-0018	11/13/2020	THRU 10/31/20-SUCCESSOR AGI	283.50	
		Voucher:	369320-0026	11/13/2020	THRU 10/31/20 RE: 9001 LONG B	162.00	
			370431-0018	12/21/2020	THRU 1130/20-SUCCESSOR AGE	2,106.00	
			370433-0024	12/21/2020	SRVS THRU 11/30/20- RE: OVER:	2,997.00	
			370433-0024-a	12/21/2020	THRU 11/30/20 - MOU WITH LAUS	810.00	
			370434-0026	12/21/2020	SRVS THRU 11/30/20 RE: 9001 LC	162.00	
			363176-0026-A	3/30/2020	SRVS THRU 02/29/2020 RE: 9001	688.50	
			363177-0029	3/30/2020	THUR 2/29/20 RE: JAH HEALING	324.00	
			363175-0024	3/30/2020	THRU 02/29/20 - MOU WITH LAUS	1,701.00	
			366971-0000	8/23/2020	PROF. SRVS THRU 07/31/20 - RE	202.50	9,436.50
91393	1/26/2021	0011468 SUPERIOR VISION SERVICES, IN	462172	11/23/2020	DEC 2020 - ADJ FOR ACTIVE SA	78.79	78.79
		Voucher:					
91394	1/26/2021	0008153 TIME WARNER CABLE-	0490384112720	11/27/2020	11/27/20-12/26/20: ACCT# 8448 3C	146.37	146.37
		Voucher:					
91395	1/26/2021	00000379 VERIZON BUSINESS	9308257	12/25/2020	BILLING -11/15/2020 -12/14/2020	40.00	40.00
		Voucher:					
91396	1/26/2021	00001848 VERIZON WIRELESS	870804337-00001	12/21/2020	11/22/20-1/21/2020 BILLING PRD-	3,146.14	3,146.14
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
91397	1/26/2021	00002634	VULCAN MATERIALS COMPANY	72785531	11/30/2020	ENVIROMENTAL FEE -AGG & ASI	478.80	
	Voucher:		72782773	11/24/2020	ASPHALT, BASE, EMULSION PRC	250.21		
			72781297	11/23/2020	ENVIROMENTAL FEE-AGG & ASF	246.94		
			72781298	11/23/2020	ENVIROMENTAL FEE & AGG ASP	227.26		
			72792850	12/7/2020	ASPHALT, BASE, EMULSION PRC	185.60	1,388.81	
91398	1/26/2021	0012248	WENGER CORPORATION	790179	12/31/2020	SHOWMOBILE	174,363.68	174,363.68
	Voucher:							
91399	1/26/2021	00000561	WESTERN EXTERMINATOR COM	8287257	7/9/2020	JUL 2020 ANNUAL PEST CONTR	206.50	
	Voucher:		8499761	9/30/2020	SEP 2020 ANNUAL PEST CONTR	42.00		
			8579082	10/31/2020	OCT 2020 ANNUAL PEST CONTR	211.00		
			8287256	7/9/2020	JULY 2020 ANNUAL PEST CONF	69.50		
			8441588	8/31/2020	AUG 2020 ANNUAL PEST CONTR	42.50		
			8350069	7/31/2020	JULY 2020 ANNUAL PEST CONF	42.50		
			8287253	7/31/2020	JULY 2020 ANNUAL PEST CONF	295.50		
			8624851	10/31/2020	OCT 2020 ANNUAL PEST CONTR	206.00		
			8579081	10/31/2020	OCT 2020 ANNUAL PEST CONTR	56.00		
			8499763	9/30/2020	SEP 2020 ANNUAL PEST CONTR	56.00		
			8287254	7/31/2020	JULY 2020 ANNUAL PEST CONF	46.50		
			8287251	7/9/2020	JUL 2020 ANNUAL PEST CONTR	275.00		
			8579080	10/31/2020	OCT 2020 ANNUAL PEST CONTR	82.50		
			6923023	11/30/2020	NOV 2020: ANNUAL PEST CONF	375.00		
			6911266	11/30/2020	NOV 2020: ANNUAL PEST CONF	56.00		
			8287252	7/31/2020	JULY 2020 ANNUAL PEST CONF	149.00		
			8287255	7/31/2020	JULY 2020 ANNUAL PEST CONF	121.00		
			8478674	1/11/2021	SEP 2020 ANNUAL PEST CONTR	121.00		
			8499762	9/30/2020	SEP 2020 ANNUAL PEST CONTR	151.50		
			8579084	10/31/2020	OCT 2020 ANNUAL PEST CONTR	151.50		
			8579083	10/31/2020	OCT 2020 ANNUAL PEST CONTR	42.00		
			8624595	10/31/2020	ANNUAL PEST CONTROL AND E	375.00	3,173.50	
91400	1/26/2021	0011968	WEX BANK	69504969	1/6/2021	1/6/21 CLOSING DATE: SHELL G/	405.19	
	Voucher:		68974973	12/6/2020	12/6/20 CLOSING DATE: SHELL C	337.95	743.14	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
91402	1/26/2021	00000058 XEROX CORP	11806734	11/11/2020	OCT-2020 COPIER LEASE AGRM	223.04	
	Voucher:		11531952	10/12/2020	SEP-2020 COPIER LEASE AGRM	283.01	
			11531955	10/12/2020	SEP-2020 COPIER LEASE AGRM	399.17	
			12047721	12/11/2020	NOV-2020 COPIER LEASE AGRM	283.01	
			12047713	12/11/2020	NOV-2020 COPIER LEASE AGRM	223.11	
			12047716	12/11/2020	NOV-2020 COPIER LEASE AGRM	223.04	
			12047717	12/11/2020	NOV-2020 COPIER LEASE AGRM	212.39	
			12047711	12/11/2020	NOV-2020 COPIER LEASE AGRM	212.45	
			12047726	12/11/2020	NOV-2020 COPIER LEASE AGRM	212.45	
			12047724	12/11/2020	NOV-2020 COPIER LEASE AGRM	225.15	
			12047714	12/11/2020	NOV-2020 COPIER LEASE AGRM	283.01	
			12047725	12/11/2020	NOV-2020 COPIER LEASE AGRM	154.07	
			12047712	12/11/2020	NOV-2020 COPIER LEASE AGRM	311.31	
			12047728	12/11/2020	NOV-2020 COPIER LEASE AGRM	263.69	
			12047720	12/11/2020	NOV-2020 COPIER LEASE AGRM	263.54	
			12047715	12/11/2020	NOV-2020 COPIER LEASE AGRM	263.69	
			12047718	12/11/2020	NOV-2020 COPIER LEASE AGRM	399.17	
			12047722	12/11/2020	NOV-2020 COPIER LEASE AGRM	376.59	
			11806735	11/11/2020	OCT-2020 COPIER LEASE AGRM	212.39	
			11806744	11/11/2020	OCT-2020 COPIER LEASE AGRM	212.44	
			11806739	11/11/2020	OCT-2020 COPIER LEASE AGRM	283.01	
			12047710	12/11/2020	NOV-2020 COPIER LEASE AGRM	547.61	
			12047719	12/11/2020	NOV-2020 COPIER LEASE AGRM	222.97	
			12047727	12/11/2020	NOV-2020 COPIER LEASE AGRM	311.31	
			11806745	11/11/2020	OCT-2020 COPIER LEASE AGRM	311.31	
			11806740	11/11/2020	OCT-2020 COPIER LEASE AGRM	376.59	
			11806730	11/11/2020	OCT-2020 COPIER LEASE AGRM	223.04	
			11806743	11/11/2020	OCT-2020 COPIER LEASE AGRM	154.07	
			11806728	11/11/2020	OCT-2020 COPIER LEASE AGRM	547.61	
			11806746	11/11/2020	OCT-2020 COPIER LEASE AGRM	263.69	
			11806729	11/11/2020	OCT-2020 COPIER LEASE AGRM	212.45	
			11806736	11/11/2020	OCT-2020 COPIER LEASE AGRM	399.17	
			11806742	11/11/2020	OCT-2020 COPIER LEASE AGRM	225.15	
			11806737	11/11/2020	OCT-2020 COPIER LEASE AGRM	222.98	
			11531958	10/12/2020	SEP-2020 COPIER LEASE AGRM	311.31	

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			11577401	10/12/2020	SEP-2020 COPIER LEASE AGRM	376.59	
			11531950	10/12/2020	SEP-2020 COPIER LEASE AGRM	223.04	
			11531957	10/12/2020	SEP-2020 COPIER LEASE AGRM	154.07	
			11531959	10/12/2020	SEP-2020 COPIER LEASE AGRM	263.69	
			11531954	10/12/2020	SEP-2020 COPIER LEASE AGRM	223.04	
			11531953	10/12/2020	SEP-2020 COPIER LEASE AGRM	263.69	
			11531951	10/12/2020	SEP-2020 COPIER LEASE AGRM	223.11	
			11531956	10/12/2020	SEP-2020 COPIER LEASE AGRM	283.01	
			11806738	11/11/2020	OCT-2020 COPIER LEASE AGRM	263.54	
			11806732	11/11/2020	OCT-2020 COPIER LEASE AGRM	283.01	
			11806731	11/11/2020	OCT-2020 COPIER LEASE AGRM	223.11	
			11806733	11/11/2020	OCT-2020 COPIER LEASE AGRM	263.69	12,892.58
91403	1/26/2021	00003442	YOUNGBLOOD & ASSOCIATES, INC 1256A	9/30/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	
	Voucher:		1271A	10/19/2020	PRE-EMPLOYMENT POLYGRAPH	300.00	
			1318A	11/16/2020	PRE-EMPLOYMENT POLYGRAPH	375.00	975.00
91404	1/26/2021	00000062	ZIEGLER'S HARDWARE& SUPPLY 10201	11/20/2021	LAMP SOCKET AND TIMER FOR	23.68	
	Voucher:		10219-2020	11/25/2020	MATERIALS TO UNCLOG URINAL	23.12	
			10235	12/1/2020	WRENCH AND SUPPLIES TO REI	29.73	
			10256	12/21/2020	BLADES FOR WATER DIVISION	22.04	
			10245	12/5/2020	SHOWERS FOR YARD & TERMIT	66.11	
			10257	12/21/2020	MATERIAL TO INSTALL WATER H	24.20	
			10332	12/16/2020	MATERIAL FOR POOL OFFICE CI	56.19	
			10323	12/14/2020	STONE TO CLEAN FOUNTAIN TIL	54.64	
			10310	12/10/2020	KEYS FOR PERSONNEL FILE CA	13.15	
			10221	11/25/2020	HOSE BIBBS FOR AUDITORIUM.	22.03	
			10207	11/21/2020	PLUMBING HARDWARE OFR SEI	122.23	457.12

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1522020	12/10/2020	00004266	U.S. BANK CORPORATE PAYMEN				
		00003963	RESOURCE BUILDING MATERIAL	2978867	11/4/2020	DG LIQUID STABILIZER 5 GALLO	186.89
		0008222	JCL TRAFFIC SERVICES	106664	11/18/2020	WATER BARRICADES-FOR PARK	1,074.94
		0005292	TARGET	1067449181259	11/19/2020	VISA PREPAID-FAMILY VIOLENCI	412.00
		0005347	AMAZON.COM	111-7333676-4125	11/16/2020	SPECIAL EVENT SUPPLIES	468.56
		0005347	AMAZON.COM	111-7846006	11/16/2020	SPECIAL EVENT SUPPLIES	468.56
		0007857	MF ATHLETIC	330-SO351499	1/14/2021	FITNESS CENTER EQUIPMENT	300.23
		0005368	PRINTCO DIRECT	83127	11/9/2020	COVID-19 FITNESS MARKETING	1,622.33
		0012615	COSTCO	045517	11/10/2020	TABLES FOR SPECIAL EVENTS	264.53
		0008222	JCL TRAFFIC SERVICES	106665	11/18/2020	WATER BARRICADES FOR PARK	1,074.94
		0012477	CARSON TRAILER INC	270619	10/20/2020	REPAIRS TO TRAILER UNIT # 44C	585.38
		0005293	MICHAELS	096418	10/28/2020	FAMILY VIOLENCE PROGRAM-SI	63.79
		00002337	ALBERTSONS	00093504	10/28/2020	FLOWERS-FAMILY VIOLENCE EV	49.23
		0005347	AMAZON.COM	113-7030649	10/30/2020	PROJECTOR/SCREEN-FAMILY VI	268.29
		0011953	BUENA MESA	027035	1/14/2021	FOOD FOR FAMIY VIOLENCE PR	103.86
		0005626	THE RIBBON LADY	20 090901	9/9/2020	RIBBONS/PINS FOR FAMILY VIOI	452.00
		00002063	CACEO	200014352	11/3/2020	CEO LESLIE MEDINA WEBINAR 1	25.00
		00003529	AT&T	6S87MYW9C03Gf	11/5/2020	MONTHLY STATEMENT SOUTH C	274.43
		00002063	CACEO	200014376	11/10/2020	CEO CARDENAS FRANK WEBIN/	25.00
		00002063	CACEO	300012938	11/1/2020	CEO CARDENAS FRANK MEMBE	95.00
		00002063	CACEO	300012941	11/1/2020	CEO ARTEAGA MEMBERSHIP RE	95.00
		00002063	CACEO	200014381	11/11/2020	CEO ARTEAGA WEBINAR 12/09/2	25.00
		00002063	CACEO	300013003	11/1/2020	MEMBERSHIP RENEWAL D. BER	95.00
		00002063	CACEO	300013001	11/1/2020	CEO BENNETT MEMBERSHIP RE	95.00
		0010098	PROPERTYRADAR	5120C0AA-0002	11/13/2020	2021 ANNUAL SUBSCRIPTION FC	758.40
		0012858	VICTOR TECHNOLOGY	5391054	10/27/2020	EL 1197 PIII PAPER TEAR-CALCU	12.95
		0008155	DROPBOX.COM	0008155	10/30/2020	DROPBOX BUSINESS STANDARI	45.00
		0009649	AT&T	11/2020	11/1/2020	INTERNET SERVICES AT AZALEA	124.14
		0005291	PARTY CITY	262365214-B	10/29/2020	FAMILY VIOLENCE PROGRAM-DI	34.42
		0005347	AMAZON.COM	111-5759548-7433	11/18/2020	SPANISH/ENGLISH DICTIONARY	32.00
		0005347	AMAZON.COM	114-2623350-2342	11/22/2020	MAGNETS FOR MAGNETIC MES:	20.92
		0005291	PARTY CITY	262365214-B-2	10/29/2020	FAMILY VIOLENCE PROGRAM-SI	54.94
		0012859	EASY BADGES	16387	10/29/2020	ID CARD PRINTER SYSTEM	2,438.95
		0009420	SPARKLETTS	16963364 111220	11/12/2020	DS SERVICES STANDARD COFFI	20.70
		0005293	MICHAELS	MIK30087911	11/4/2020	SPECIAL EVENT SUPPLIES	749.25

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0005293	MICHAELS	MIK30060748	11/3/2020	SPECIAL EVENT SUPPLIES	749.25
		0005293	MICHAELS	11/6/2020	11/6/2020	SPECIAL EVENT SUPPLIES	749.25
		0005293	MICHAELS	MIK30319866	11/9/2020	SPECIAL EVENT SUPPLIES	249.75
		0005347	AMAZON.COM	113-3016182-0003	11/5/2020	MICRO USB CABLE 5-PK	19.83
		00003531	HEARTLAND SERVICES,INC.	INV1127910	11/9/2020	PANASONIC TOUGHBOOK REPA	598.91
		0005347	AMAZON.COM	113-4888279-6825	11/12/2020	APX 8000 RADIO CAR CHARGER	220.50
		0009725	BOB JOHNSON'S COMPUTER ST	19729	11/12/2020	PANASONIC TOUGHBOOK CF31	209.97
		0005347	AMAZON.COM	112-7783952-054C	11/19/2020	CAT6 CABLE 6 IN	15.42
		0005347	AMAZON.COM	111-7846006-8787	11/16/2020	SPECIAL EVENT SUPPLIES	28.67
		0005368	PRINTCO DIRECT	11105	10/14/2020	COVID-19 PLAYGROUND BANNE	595.43
		0005296	BEST BUY	BBY01-806358897	10/27/2020	RECREATION DIVISION CAMERA	922.88
		00000268	HOME DEPOT CREDIT SERVICES	6093236	10/28/2020	SPECIAL EVENT SUPPLIES	57.76
		0012790	SWANK MOTION PICTURES	RG 2943259	11/2/2020	MOVIE RENTALS	645.00
		0005623	ORIENTAL TRADING	706082830	11/2/2020	SPECIAL EVENT SUPPLIES	148.78
		0005347	AMAZON.COM	113-1087574	11/10/2020	BATTERY BACKUP FOR JACKIE /	106.78
		0008153	TIME WARNER CABLE-	0426271101420	10/14/2020	SPECTRUM SUBSCRIPTION FOF	15.76
		0008153	TIME WARNER CABLE-	0495151100720	10/7/2020	10/7/20-11/6/20: ACCT#8448 30 01	131.93
		0008153	TIME WARNER CABLE-	0500034102720	10/27/2020	10/27/20-11/25/20 FOR SG PARK /	233.67
		0008153	TIME WARNER CABLE-	0586090102620	10/26/2020	SPECTRUM SUBSCRIPTION FOF	242.10
		0006934	INSIGHT PUBLIC SECTOR,INC	1100780494	10/23/2020	AUTOCAD LT, SINGLE USER ANN	449.99
		0012893	BULKSMS.COM	CHAC34722	11/12/2020	BULKSMS TEXT MESSAGING ALI	7.60
		00000862	CA-NV SECTION AWWA	11-20-20	10/29/2020	REGISTRATION FOR WEBINAR:C	170.00
		0010098	PROPERTYRADAR	991D1336-0002	11/5/2020	SUBSCRIPTION NOV 5, 2020 TO	374.40
		0012891	DELUXE.COM	02048389608	11/13/2020	WINDSHIELD LABLES"NEXT SER	356.12
		0005958	AWWA	7001869974	11/11/2020	LET' STALK SAFETY BOOK	80.50
		0005347	AMAZON.COM	113-1898857-9717	10/14/2020	INSIGINIA 55-IN 4K TV	319.71
		0005347	AMAZON.COM	113-279942-4621C	11/3/2020	SPRAY CLEANER FOR COMPUTI	0.12
		0005347	AMAZON.COM	113-5162560-697E	11/3/2020	MICRO USB CABLE 3-PK	12.12
		0012596	ZOOM.US	INV53008836	11/20/2020	ZOOM STANDARD PRO MONTHL	104.93
		0006537	EXPEDIA	72003271059798	10/25/2020	TRAINING-TRAFFIC COLLISION I	548.45
		0009995	HAMPTON INN & SUITES	10-25-2020	10/25/2020	TRAINING-OFFICER INVOLVED S	135.83
		0009995	HAMPTON INN & SUITES	10/26/2020	10/26/2020	TRAINING-OFFICER INVOLVED S	543.32
		0010827	CARD INTEGRATORS CORPORA	100001433	11/2/2020	RIBBON, PVC CARDS AND ADHE	570.85
		0005347	AMAZON.COM	114-8505025	11/3/2020	BASIC ACADEMY REQUIRED EQ	33.00
		0005347	AMAZON.COM	114-8505025-	11/3/2020	BASIC ACADEMY REQUIRED EQ	27.54

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0005305	PAYPAL	1F0587063H8564	11/5/2020	TRAINING-LGBT FOR LAW ENFO	29.00
		0012892	NTLREST SERVS SAFE	6688004	12/17/2020	TRAINING-FOOD SAFETY (TUITK	15.00
		0005347	AMAZON.COM	112-3753251-4045	11/7/2020	2021 MONTHLY PADFOLIO REFI	33.06
		0005295	WALMART	11-16-2020	11/16/2020	SUPPLIES FOR ADMINISTRATIO	14.52
		00002063	CACEO	200014393	11/12/2020	CEO BENNETT WEBINAR 12/09/2	25.00
		00002063	CACEO	300012953	11/1/2020	CEO MEDINA MEMBERSHIP CAL	95.00
		0011928	ARCHDIOCESE OF LOS ANGELES	10	10/21/2020	DINNER FOR COUNCIL-SPECIAL	88.60
		0008684	CAPIO	11176	10/20/2020	REGISTRATION FOR MEMBERSH	20.00
		0008153	TIME WARNER CABLE-	0426628100120	10/1/2020	SPECTRUM SUBSCRIPTION FOF	126.90
		0008153	TIME WARNER CABLE-	0600966102220	10/22/2020	SPECTRUM SUBSCRIPTION FOF	119.99
		0008153	TIME WARNER CABLE-	0435603101420	10/14/2020	SPECTRUM SUBSCRIPTION FOF	130.49
		0008153	TIME WARNER CABLE-	0490491102720	10/27/2020	SPECTRUM SUBSCRIPTION FOF	233.67
		0008153	TIME WARNER CABLE-	0426263101420	10/14/2020	SPECTRUM SUBSCRIPTION FOF	5.25
		0008153	TIME WARNER CABLE-	0586017101820	10/18/2020	SPECTRUM SUBSCRIPTION FOF	597.44
		0008153	TIME WARNER CABLE-	0426602102520	10/25/2020	SPECTRUM SUBSCRIPTION FOF	233.67
36603808	1/26/2021	00001186	EMPLOYMENT DEVELOPMENT	DL0312329184	12/15/2020	6/30/20 UI INSURANCE	3,387.22

Voucher:

Sub total for BANK OF THE WEST: 514,576.53

101 checks and 2 wire transfer in this report.

Grand Total All Checks and Wire Transfers: 514,576.53

Void Checks

Bank code: botw

Bank code: efbotw

Check #	Date
91339	1/26/2021
91401	1/26/2021

(none)

WARRANT REGISTER FOR COUNCIL MEETING OF 1/26/2021

PART IV

apChkLst
01/14/2021 7:08:21AM

Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2000	12/10/2020	00004708	PERS HEALTH PLAN	Ben279202	12/10/2020	JAN 2021 MEDICAL HMO ANTHEI	403,841.98	403,841.98
		Voucher:						
2014	1/7/2021	00000004	NATIONWIDE RETIREMENT SOLL	Ben280095	1/7/2021	DEF COMP NATIONWIDE: PAYME	84,361.36	84,361.36
		Voucher:						
2015	1/7/2021	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben280097	1/7/2021	SEIU DUES: PAYMENT	3,210.90	3,210.90
		Voucher:						
2016	1/7/2021	00002370	INTERNAL REVENUE SERVICE	Ben280099	1/7/2021	MEDICARE: PAYMENT	139,901.22	139,901.22
		Voucher:						
2018	1/7/2021	00000343	PUBLIC EMPLOYEES RETIREMENT	Ben280103	1/7/2021	PERS RETIREMENT: PAYMENT	237,050.03	237,050.03
		Voucher:						
2019	1/7/2021	00001186	EMPLOYMENT DEVELOPMENT D	Ben280105	1/7/2021	SDI: PAYMENT	49,075.14	49,075.14
		Voucher:						
2020	1/7/2021	00004996	SEIU-COPE LOCAL 721, LA/OC C	Ben280107	1/7/2021	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
		Voucher:						
2021	1/7/2021	00004988	CHILD SUPPORT ON-LINE, STATE	Ben280109	1/7/2021	CHILD SUPPORT-ONLINE: PAYMI	2,195.54	2,195.54
		Voucher:						

Sub total for BANK OF THE WEST: 919,675.17

8 wire tansfers in this report.

Grand Total All Wire Transfers: 919,675.17

WARRANT REGISTER FOR COUNCIL MEETING OF 1/26/2021

PART V

apChkLst
01/19/2021 11:55:28AM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
414	1/26/2021	0012466	RET: ADAMS, PAUL L.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,299.14	1,299.14
			Voucher:					
415	1/26/2021	0005570	RET: ALONZO, ANTHONY	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
			Voucher:					
416	1/26/2021	0012843	RET: AUSTIN A., BYRON	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	776.88	776.88
			Voucher:					
417	1/26/2021	0005813	RET: AVILA, VINCENT	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,196.68	1,196.68
			Voucher:					
418	1/26/2021	00001265	RET: BRASSFIELD, CHARLES R	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
			Voucher:					
419	1/26/2021	0006324	RET: BURBACH, MAUREEN	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
			Voucher:					
420	1/26/2021	0012844	RET: CAMACHO, EDUARDO	DECEMBER 2020	1/14/2021	DECEMBER 2020- RETIREE MED	1,148.20	
			Voucher:	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	2,390.55
421	1/26/2021	00000817	RET: CHRIST, DOUGLAS F	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
			Voucher:					
422	1/26/2021	00003408	RET: DAMRON, ROGER V	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
			Voucher:					
423	1/26/2021	00001776	RET: EADE, JOANN	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	181.48	181.48
			Voucher:					
424	1/26/2021	00003973	RET: EADS, KENNETH P.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	990.16	990.16
			Voucher:					
425	1/26/2021	00003853	RET: FANNIN, ZONA	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
			Voucher:					
426	1/26/2021	0008820	RET: FERNANDEZ, CARLOS	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
			Voucher:					
427	1/26/2021	00004403	RET: FIELD, GARY	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
			Voucher:					
428	1/26/2021	00000605	RET: FORRESTER, BOB L	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
			Voucher:					
429	1/26/2021	0005355	RET: GALBREATH, RUSSELL	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	968.20	968.20
			Voucher:					
430	1/26/2021	0011186	RET: GAMBOA, OSCAR	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
			Voucher:					

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
431	1/26/2021	00000496	RET: GEORGE, RONALD P	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
			Voucher:					
432	1/26/2021	00003940	RET: GONZALEZ, HIRAM	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
			Voucher:					
433	1/26/2021	0006328	RET: GUTIERREZ, MANUEL	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
			Voucher:					
434	1/26/2021	0006510	RET: HERNANDEZ, MARIA	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
			Voucher:					
435	1/26/2021	0008059	RET: HILL, GARY	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
			Voucher:					
436	1/26/2021	0006329	RET: HOMSHER, HUGH	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
			Voucher:					
437	1/26/2021	0012845	RET: HUGAR L., JAMES	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
			Voucher:					
438	1/26/2021	00004784	RET: HUNTRODS, RICHARD F	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	239.00	239.00
			Voucher:					
439	1/26/2021	0009521	RET: HUPP, KEITH	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
			Voucher:					
440	1/26/2021	0008058	RET: INMAN, RONALD	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
			Voucher:					
441	1/26/2021	00004785	RET: IRISH, TERRY F	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
			Voucher:					
442	1/26/2021	0011110	RET: JOHNSON, GERALD	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
			Voucher:					
443	1/26/2021	00004787	RET: KENNEDY, GARY E	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
			Voucher:					
444	1/26/2021	0005356	RET: KEY, ANDREW	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
			Voucher:					
445	1/26/2021	0011111	RET: KOOMEN, SHERI L.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
			Voucher:					
446	1/26/2021	00004788	RET: LANE JR, EDWARD W	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
			Voucher:					
447	1/26/2021	0009946	RET: LEFEVER, STEVEN A.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	200.00	200.00
			Voucher:					

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
448	1/26/2021	00004789	RET: LILLEY, RAYMOND E	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
		Voucher:						
449	1/26/2021	0012707	RET: LLOYD, BRUCE W.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
450	1/26/2021	0005633	RET: LOPEZ, ALFONSO	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	590.37	590.37
		Voucher:						
451	1/26/2021	0006511	RET: LOPEZ, RAMON A.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
452	1/26/2021	0009453	RET: LOPEZ, VERONICA	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
453	1/26/2021	0007656	RET: MATSUKIYO, DAVID	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,135.20	1,135.20
		Voucher:						
454	1/26/2021	00003328	RET: MOSBY, DOROTHEA S	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	200.00	200.00
		Voucher:						
455	1/26/2021	0011895	RET: MUNOZ, ALFREDO	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
		Voucher:						
456	1/26/2021	00003239	RET: NASSAR, SAMI R	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	200.00	200.00
		Voucher:						
457	1/26/2021	0012468	RET: ORTIZ, JULIAN	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	526.84	526.84
		Voucher:						
458	1/26/2021	0012467	RET: PATINO, IGNACIO M.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
		Voucher:						
459	1/26/2021	0011522	RET: PELLERIN, ROBERT	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
		Voucher:						
460	1/26/2021	00005237	RET: PEREZ, SUSAN	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
461	1/26/2021	0010733	RET: PIXLER, DAVID	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
		Voucher:						
462	1/26/2021	00004794	RET: POWELL, ROBERT K.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
		Voucher:						
463	1/26/2021	0006327	RET: RASCO, ANGELA	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
464	1/26/2021	00003630	RET: REGALADO, MARY	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
465	1/26/2021	0011967	RET: RIVERA, FRANK J.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	526.77	526.77
			Voucher:					
466	1/26/2021	0011978	RET: RIVERA, HANNAH TELLEZ-C	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	526.77	526.77
			Voucher:					
467	1/26/2021	0012682	RET: RUIZ, NELLIE	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
			Voucher:					
468	1/26/2021	0011112	RET: SALDIVAR, MARIO M.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
			Voucher:					
469	1/26/2021	00001867	RET: SCHMID, BEATRICE J	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
			Voucher:					
470	1/26/2021	0009865	RET: SCHRADER, GEORGE R.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,131.00	1,131.00
			Voucher:					
471	1/26/2021	0011521	RET: SCOTT, DAVID	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
			Voucher:					
472	1/26/2021	0006513	RET: SHETTER, RANDOLPH M.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
			Voucher:					
473	1/26/2021	00000869	RET: SMITH, CHARLES R	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
			Voucher:					
474	1/26/2021	00004796	RET: SPEELMAN, PATRICIA L	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
			Voucher:					
475	1/26/2021	00002147	RET: SPROWLS, KENNETH C	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
			Voucher:					
476	1/26/2021	0008313	RET: SULLIVAN, DARREN	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,242.35	1,242.35
			Voucher:					
477	1/26/2021	0006512	RET: TATTI, WILLIAM P.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
			Voucher:					
478	1/26/2021	0005357	RET: TODD, ROBERT M.	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,196.68	1,196.68
			Voucher:					
479	1/26/2021	00003573	RET: VAN LIEROP, MARTIN G	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	206.97	206.97
			Voucher:					
480	1/26/2021	00003959	RET: WADE, RICHARD	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	238.25	238.25
			Voucher:					
481	1/26/2021	0007655	RET: WELLS, GREGORY	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	526.84	526.84
			Voucher:					

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
482	1/26/2021	00004379	RET: WHALEN, HARVEY	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	150.00	150.00
		Voucher:						
483	1/26/2021	00000498	RET: WILLIAMS, GALE M	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	250.00	250.00
		Voucher:						
484	1/26/2021	0008821	RET: WILLIAMS, TIMOTHY	JANUARY 2021	1/14/2021	JANUARY 2021- RETIREE MEDIC	1,196.54	1,196.54
		Voucher:						
Sub total for BANK OF THE WEST EFT:							41,579.57	
71 EFTs in this report.							Grand Total All EFTs:	41,579.57

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 1/26/2021**

TOTAL PART I - PAYROLL-RELATED CHECKS	55,252.58
TOTAL PART II - PREPAID CHECKS (1/12/2021)	93,392.29
TOTAL PART III - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS	514,576.53
TOTAL PART IV - PAYROLL-RELATED WIRE TRANSFERS	919,675.17
TOTAL PART V - ACCOUNTS PAYABLE EFTs	41,579.57
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SUB - TOTAL	1,624,476.14
LESS: VOIDS	(14,518.74)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(347,480.89)
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GRAND TOTAL	1,262,476.51

