



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, June 8, 2021 at 6:30 p.m.

TELECONFERENCE

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

MEETING ID: 853 1392 1150

<https://us02web.zoom.us/j/85313921150>

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

CALL TO ORDER	Al Rios, Mayor
INVOCATION	Pastor Anthony Kidd, Community of Faith Bible Church
PLEDGE OF ALLEGIANCE	Grace Martin, Interim Community Development Director
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

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

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 June 8, 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: 853 1392 1150 and <https://us02web.zoom.us/j/85313921150>

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 **45 minutes** prior to the posted start time of the meeting if emailing subject/public comment. *All emails will be made part of the record, copies to City Council and filed.*

Subject line should read: **COMMENTS FOR ITEM _____, MEETING OF JUNE 8, 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. Public Hearings

1. Ordinance Changing The City's Municipal Election Date To The November Statewide General Election Cycle, Effective In 2022

The City Council will conduct a Public Hearing to consider waiving the reading in full and introducing an **Ordinance _____** changing the date of the City's General Municipal Election from the March Statewide Primary Election cycle to the November Statewide General Election cycle, effective in 2022, and continuing thereafter in even numbered

years. (CLERK)

Documents:

[ITEM 1 REPORT 06082021.PDF](#)

2. Ordinance Amending Section 13.100 (Solid Waste Handling And Recycling Services)

The City Council will open the Public Hearing and continue consideration of Ordinance adding certain sections to Chapter 13.100 (Solid Waste Handling and Recycling Services), of Title 13 (Franchises), of the South Gate Municipal Code, to the City Council Meeting of July 13, 2021. (PW)

Documents:

[ITEM 2 REPORT 06082021.PDF](#)

3. Ordinance Authorizing The City's Public, Educational And Governmental Programming Access Support Fee

The City Council will conduct a Public Hearing to consider waiving the reading in full and introducing the **Ordinance** _____ establishing the City's public, educational, and governmental programming access support fee on state-franchised video service providers operating within the City of South Gate. (CM)

Documents:

[ITEM 3 REPORT 06082021.PDF](#)

4. Resolution Ordering The Levy Assessments For Fiscal Year 2021/22 For The Tweedy Mile Parking And Business Improvement District

The City Council will conduct a Public Hearing to consider presuming there are not sufficient protest votes as outlined in Streets and Highways Code Section 36500 et seq., adopting a **Resolution** _____ ordering the levy and collection of assessments for Fiscal Year 2021/22 for the Parking and Business Improvement Area (known as the Tweedy Mile Business District) Business License, as permitted by the Parking and Business Improvement Area Law of 1989 (California Streets And Highways Code Section 36500 et seq.). (CM)

Documents:

[ITEM 4 REPORT 06082021.PDF](#)

V. Comments From The Audience

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

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

VI. Reports And Comments From City Officials

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

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

VII. Consent Calendar Items

Agenda Items **5, 6, 7, 8, 9, 10, 11, 12 and 13** are consent Calendar Items.

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

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

5. Amendment No. 1 To Contract No. 2020-42-CC With Bet Tzedek Extending The Term

The City Council will consider: (CD)

- a. Approving **Amendment No. 1 to Contract No. 2020-42-CC**, Community Development Block Grant Subrecipient Agreement with Bet Tzedek extending legal advocacy services to South Gate income-eligible small businesses through December 31, 2021 ; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[ITEM 5 REPORT 06082021.PDF](#)

6. Amendment No. 1 To Contract No. 3451 With Merchants Building Maintenance Extending The Term

The City Council will consider: (PW)

- a. Approving Amendment No. 2 to Contract No. 3451 with Merchants Building Maintenance extending the term one year, through June 30, 2022, to continue providing (i) Custodial and Maintenance Services for City facilities in an amount not to exceed \$236,866, and (ii) Temporary Additional Sanitation Services, required by COVID-19, on a month-to-month basis, for a not to exceed monthly amount of \$6,888, for up to 12 months; and
- b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

Documents:

[ITEM 6 REPORT 06082021.PDF](#)

7. Amendment No. 1 To Contract No. 3444 With Honeywell Extending The Term

The City Council will consider: (PW)

- a. Approving **Amendment No. 1 to Contract No. 3444** with Honeywell International, Inc., extending the term one-year, through June 30, 2022, to continue providing Heating Ventilating and Air Conditioning (HVAC) Maintenance Services for City facilities in an amount not to exceed \$146,333; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 7 REPORT 06082021.PDF](#)

8. Amendment No. 1 To Contract No. 2020-18-CC With T.Y. Lin International Group For Additional Construction Management Services For The I-710 Soundwall Project

The City Council will consider: (PW)

- a. Approving **Amendment No. 1 to Contract No. 2020-18-CC** with T.Y. Lin International Group to provide additional construction management and inspection services for the construction of the I-710

Corridor Soundwall Project, Caltrans Contract 07-298014, City Project Nos. 587-ST and 547-ST, in the amount of \$141,175; and

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

Documents:

[ITEM 8 REPORT 06082021.PDF](#)

9. Notice Of Completion For The Well 19 Pump Repair

The City Council will consider: (PW)

a. Accepting completion of construction of the Well No. 19 Pump Replacement, City Project No. 665-WTR, completed by the General Pump Company, Inc., effective April 16, 2021; and

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

Documents:

[ITEM 9 REPORT 06082021.PDF](#)

10. Notice Of Completion For The City Hall Signage Project

The City Council will consider: (PW)

a. Accepting completion of construction, effective April 23, 2021, of the City Hall Complex Exterior and Interior Wayfinding Signage Improvements Project, City Project No. 502-ARC, constructed by Tim Turner dba Turner Signs & Graphics; and

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

Documents:

[ITEM 10 REPORT 06082021.PDF](#)

11. Notice Of Completion For The South Gate Police Department Parking Lot Expansion Project

The City Council will consider: (PW)

a. Accepting completion of construction, effective April 30, 2021, of

the South Gate Police Department Parking Lot Expansion Project, City Project No. 594-GEN, constructed by EC Construction Co.; and

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

Documents:

[ITEM 11 REPORT 06082021.PDF](#)

12. Excess Workers' Compensation Insurance With Safety National Casualty Corporation

The City Council will consider: (ADMIN SVCS)

a. Approving an excess workers' compensation insurance policy with Safety National Casualty Corporation, through Alliant Insurance Services, Inc., for a one-year term of July 1, 2021 through July 1, 2022, with a premium in the amount of \$140,674:

b. Authorizing payment, in the amount of \$140,674, to Alliant Insurance Services, Inc., for the policy issued by Safety National Casualty Corporation; and

c. Authorizing the Mayor to execute the "Request to Bind Coverage" in a form acceptable to the City Attorney.

Documents:

[ITEM 12 REPORT 06082021.PDF](#)

13. Rejection Of All Bids For The Computer Aided Dispatch And Records Management Systems

The City Council will consider rejecting all bids received in the City Clerk's Office for the Computer Aided Dispatch and Records Management Systems Request For Proposals. (PD)

Documents:

[ITEM 13 REPORT 06082021.PDF](#)

VIII. Reports, Recommendations And Requests

14. Resolution Approving Administrative Regulation 109 Establishing The City's Social Media Policy

The City Council will consider adopting the **Resolution _____** approving Administrative Regulation 109 establishing the City's Social Media Policy, effective immediately. (ADMIN)

Documents:

[ITEM 14 REPORT 06082021.PDF](#)

15. Agreement With Griffin Structures, Inc., For Construction Management And Inspection Services Of The Urban Orchard Project

The City Council will consider: (PW)

- a. Approving an **Agreement (Contract No. _____)** with Griffin Structures, Inc., to provide construction management and inspection services for the Urban Orchard Project, City Project No. 539-PRK, in an amount not-to-exceed \$1,105,000; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 15 REPORT 06082021.PDF](#)

16. American Rescue Plan Act Report

The City Council will consider: (CM)

- a. Receiving and filing the American Rescue Plan Act (ARPA) of 2021 report; and
- b. Providing direction to staff on the proposed use of the City's estimated \$34.5 million allocation from the ARPA. Based on the City Council's direction, staff will prepare appropriate budgetary action for the City Council's consideration at a future meeting.

Documents:

[ITEM 16 REPORT 06082021.PDF](#)

17. Presentation On The Long Beach Boulevard Street Improvements Project

The City Council will consider receiving and filing a presentation on the Long Beach Boulevard Street Improvements Project, City Project No. 515-ST. (PW)

Documents:

[ITEM 17 REPORT 06082021.PDF](#)

18. Warrants

The City Council will consider: (ADMIN SVCS)

- a. Approving Check No. 92614 from May 25, 2021
- b. Approving the Warrant Register for June 8, 2021

Total of Checks :	\$2,665,134.89
Voids:	\$ (5,842.03)
Total of Payroll Deductions	\$ (318,515.93)
Grand Total:	\$2,340,776.93

Cancellations: 92536, 92574, 92749

Documents:

[ITEM 18A REPORT 06082021.PDF](#)
[ITEM 18B REPORT 060802021.PDF](#)

IX. Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted June 2, 2021 at 5:53 p.m. as required by law.

Carmen Avalos, CMC
City Clerk

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

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

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

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

RECEIVED

JUN 2 2021

Item No. 1

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:15pm

AGENDA BILL

For the Regular Meeting of: June 8, 2021
Originating Department: Office of the City Clerk

City Clerk: Carmen Avalos Interim City Manager: Chris Jeffers

SUBJECT: ORDINANCE CHANGING THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION FROM THE MARCH STATEWIDE PRIMARY ELECTION CYCLE TO THE NOVEMBER STATEWIDE GENERAL ELECTION CYCLE EFFECTIVE IN 2022 AND CONTINUING THEREATER IN EVEN NUMBERED YEARS

PURPOSE: To introduce an Ordinance to change our current election cycle from the Statewide Primary Election cycle to align with the Statewide General Election cycle date in November of even numbered years beginning in 2022.

RECOMMENDED ACTION: Following the conclusion of the Public Hearing, the City Council will consider waiving the reading in full and introducing an Ordinance changing the date of the City's General Municipal Election from the March Statewide Primary Election cycle to the November Statewide General Election cycle, effective in 2022, and continuing thereafter in even numbered years.

FISCAL IMPACT: Currently our elections' cost range between \$190,000 and \$215,000. The costs are dependent on the Los Angeles County's estimated costs that are based on registered voters and number of other cities and districts that are consolidated in either the primary or general statewide election cycles. There may be a slight decrease or increase based on varying factors.

ALIGNMENT WITH COUNCIL GOALS: The proposed actions meet the City Council's goal to improve communication, civic engagement and create opportunities to increase voter turnout in city elections' while maintaining fiscal responsibility.

ANALYSIS: The primary purpose is to inform the City Council of the changes that are taking place and mandating that our City align election dates with the newly adopted laws impacting when local municipalities hold City elections. Taking a look at the impact it will have on future elections for the voters of South Gate and the possible extension of terms for some or all currently holding office.

BACKGROUND: At the March 23, 2021, regularly scheduled City Council meeting, the City Council received and filed a report on Senate Bill 970 that took effect on January 1, 2021. The City Council was provided with two (2) options to consider for possible election date changes caused by the implementation of SB 970. Option 1, was to move forward with implementing SB 970, thereby having automatically staggered primary election dates that will align our General Municipal Elections with the State Primaries of March 2020, June 2022, March 2024, June 2026, March 2028, June 2030

respectively; **OR** Option 2, to move our current election cycle from the State Primary to align with the State General Election date of November of even numbered years and thereafter.

The City Council gave guidance and direction to move forward with option 2, thereby the need to hold a public hearing to introduce an ordinance to move forward in changing our election date from the Statewide Primary Election cycle of March of presidential election years or June of non-presidential election year in even numbered years to have our next City Municipal Election align with the Statewide General Election date of November of even number years beginning in 2022.

In 2018, Senate Bill 415, the "Voter Participation" bill became effective. It changed the dates of the state primaries from June to March and our City election cycle from March of odd-numbered years to March of even-numbered years to align with the California State Primaries. In 2020, the state adopted Senate Bill (SB) 970 that will now move the statewide primary back to June of even-numbered years during a non-presidential election year beginning in 2022. However, it will keep the March primary during presidential election years.

The adoption of SB 970 impacted local governments with March elections such as the City of South Gate. Hence, every two years elections will either be held in either March or June of even-numbered years in a staggered fashion dependent on a presidential year or non-presidential year election. While this action causes issues with the term ending date of two (2) City Council Members, the City Treasurer, and the City Clerk offices scheduled to end in March 2022. Section 10203.5 of Part 3 of Division 10 of the Elections Code is amended to add: (f) notwithstanding subdivision (b) of this section, any term of office set to expire in 2022 shall be extended to expire following the certification of election results and administration of oath of office to be newly elected office holder.

In changing the election date to November 2022, there is no conflict with California Elections Code 10403.5 (b), because the change in the election date is not as a result of the change created by SB 415 (effective in 2018), but as a result of the change in the new election dates created by SB 970 (effective 2021).

Staff is presenting the introduction of a proposed Ordinance to effectively change the City of South Gate's Municipal Election date from the Statewide Primary Election cycle to the Statewide General Election cycle effectively beginning with the scheduled November 2022 Statewide General Election.

ATTACHMENTS: Proposed Ordinance
Notice of Public Hearing
Senate Bill 970

ORDINANCE NO.

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, CHANGING THE DATE OF THE CITY'S GENERAL MUNICIPAL
ELECTION FROM THE MARCH STATEWIDE PRIMARY ELECTION CYCLE TO
THE NOVEMBER STATEWIDE GENERAL ELECTION CYCLE EFFECTIVE IN 2022
AND CONTINUING THEREAFTER IN EVEN NUMBERED YEARS**

WHEREAS, general law cities, such as the City of South Gate ("City") are obligated to conduct general and special municipal elections in accordance with the California Elections Code ("Election Code"), per Election Code 10101, et .seq.;

WHEREAS, the City currently conducts its general municipal election in March of even-numbered years, to elect five members of the City Council, one City Clerk, and one City Treasurer, with three City Council Members elected in one year and two City Council Members, City Clerk, and City Treasurer elected in a subsequent two year cycle pursuant to Ordinance No. 1987 and Elections Code 1301;

WHEREAS, pursuant to the provisions of Senate Bill (SB) 415, known as the Voter Participation Rights Act, a political subdivision defined by §14051(a) of the California Elections Code such as the City Council is authorized to consolidate the scheduled general municipal election in March of odd numbered years to March of even numbered years, in order to align with a statewide election cycle;

WHEREAS, on December 12, 2017, the City Council adopted Resolution No. 7793, adopting a plan to consolidate future elections with the statewide election no later than the November 8, 2022 statewide general election;

WHEREAS, the State adopted SB 970, effective January 1, 2021, which moves the statewide primary election to June of even-numbered years during a non-presidential election year beginning in 2022, but keeps the statewide primary election in March during presidential election years commencing in 2024 and continuing thereafter;

WHEREAS, SB 970 also permits the City to avoid holding its municipal elections in March and June in alternating even-numbered years, by choosing instead to hold its municipal elections in November in each even-numbered commencing November 2022 and continuing thereafter;

WHEREAS, by selecting to hold its municipal elections in November, the City would avoid voter confusion that otherwise may occur should the City alternate its municipal elections between March and June in those years when the presidential primary race is held;

WHEREAS, the City desires to establish the City's municipal election date to be conducted on the first Tuesday after the first Monday in November of each even-numbered year commencing in November 2022 and continuing thereafter, in order to maintain continuity and consistency in the City's municipal election dates, and as permitted and mandated pursuant to SB 970; and

WHEREAS, the change in the election date to November is as a result of the change in the Elections Code section 1000 created by SB 970 and not as a result of the requirements of consolidation of municipal election with a statewide election as set forth in SB 415 and codified in Elections Code section 10403.5(b).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, 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.

SECTION 2. In accordance with SB 415, the City Council does hereby consolidate its general municipal election with the statewide general election cycle no later than November 8, 2022.

SECTION 3. Pursuant to §1301(b) of the California Elections Code, the City Council does hereby acknowledge its discretion to change the date of the election cycle, by adoption of an Ordinance, if the Los Angeles County Board of Supervisors ("BOS") approves an earlier consolidation time frame.

SECTION 4. Pursuant to §1301 of the California Elections Code, effective November 2022 and from that day forward with the general municipal election to be held with the Statewide General Election cycle, the City shall hold its municipal election date on the first Tuesday after the first Monday in November of even numbered years upon approval by the BOS for the consolidation of future general municipal elections.

SECTION 5. Pursuant to §10403.5(b) of the California Elections Code, no elected term of office shall be increased or decreased by more than 12 months. Members of City Council (2), City Treasure, and City Clerk whose terms of office would otherwise expire upon declaration of election results and installation of newly elected officers in March 2022, shall continue in their offices for an additional eight months to November of 2022. Members of the City Council (3), whose term of office would otherwise expire upon declaration of result and installation of newly elected officers in March 2024, shall continue in their offices for an additional eight months to November of 2024.

SECTION 6. The City Clerk is hereby directed to forward, without delay, a certified copy of this Ordinance to the Los Angeles County Clerk/Registrar Recorder and the Clerk of the BOS.

SECTION 7. The City Clerk is hereby directed that within thirty (30) days after the BOS has approved this Ordinance, the City Clerk shall cause a notice to be mailed to all registered voters

in the City informing them of the change in the election date and thereby increasing the term of office of the currently seated elected officers caused the date change.

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

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published and shall give such notice to voters as required by law

PASSED, APPROVED and ADOPTED this day of **June 2021**.

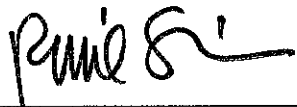
CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

MAY 24 2021

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 for the purpose of introducing an Ordinance changing its current election cycle from the Statewide Primary of June 2022 to the Statewide General of November 2022. The Ordinance would change the City's General Municipal Election to coincide with the November Statewide General elections beginning in 2022.


A copy of the Ordinance may be reviewed in the City Clerk's Office during normal business hours. The public hearing is scheduled as follows:

DATE: Tuesday, June 8, 2021
TIME: 6:30 p.m.

The Public Hearing meeting will be conducted through videoconferencing without a physical location from which members of the public may observe and offer public comment. Any comments may be made in person at the hearing or in writing to the City Clerk or the City Council prior to the hearing. You may access the hearings through Zoom or a phone call. Due to changes related to COVID-19, please visit the City's website and view the agenda prior to the meeting to confirm meeting zoom link and public comments option.

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

THIS NOTICE IS GIVEN by order of the City Clerk of said City and is dated this 27th day of May, 2021.


Carmen Avalos, City Clerk

Publication date: Thursday, May 27, 2021



SB-970 Primary election date. (2019-2020)

SHARE THIS:



Date Published: 09/21/2020 09:00 PM

Senate Bill No. 970

CHAPTER 111

An act to amend Sections 316, 340, 1000, 1001, 1201, and 1202 of the Elections Code, relating to elections.

[Approved by Governor September 18, 2020. Filed with Secretary of State September 18, 2020.]

LEGISLATIVE COUNSEL'S DIGEST

SB 970, Umberg. Primary election date.

Existing law requires that the statewide direct primary be held on the first Tuesday after the first Monday in March in each even-numbered year. Existing law requires that the presidential primary be held on that same date in any year that is evenly divisible by 4.

This bill would change the date of the statewide direct primary to the first Tuesday after the first Monday in June in even-numbered years in which there is no presidential primary.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) California voters approved the Voters FIRST Act in 2008 and the Voters FIRST Act for Congress in 2010, which together established the Citizens Redistricting Commission and made the commission responsible for adjusting the boundary lines of the congressional, State Senatorial, Assembly, and Board of Equalization districts based on the federal decennial census and in conformity with standards set forth in both the federal and state constitutions.

(b) The commission is required to conduct an open and transparent process enabling full public consideration of and comment on the drawing of district lines. That process includes holding public hearings both before and after releasing draft and final plans and providing adequate public comment periods after any plans are released.

(c) The commission cannot draw new district lines until it receives census data from the United States Census Bureau. Due to the COVID-19 pandemic, the United States Census Bureau has announced that release of census data to California will be delayed up to four months to July 31, 2021. As a result, the commission will not have sufficient time to undertake the redistricting process as required by the Voters FIRST Act and the Voters FIRST Act for Congress and to approve new district boundaries that will be in place in time for a statewide direct primary election held in March 2022. Therefore, the Legislature finds that the 2022 statewide direct primary election must be moved back to June 7, 2022.

SEC. 2. Section 316 of the Elections Code is amended to read:

316. "Direct primary" is the primary election held on the first Tuesday after the first Monday in June in each even-numbered year that is not evenly divisible by four and on the first Tuesday after the first Monday in March in each even-numbered year that is evenly divisible by four.

SEC. 3. Section 340 of the Elections Code is amended to read:

340. "Presidential primary" is the primary election that is held on the first Tuesday after the first Monday in March of any year that is evenly divisible by four.

SEC. 4. Section 1000 of the Elections Code is amended to read:

1000. The established election dates are as follows:

- (a) The first Tuesday after the first Monday in March of each even-numbered year that is evenly divisible by four.
- (b) The first Tuesday after the first Monday in March of each odd-numbered year.
- (c) The second Tuesday of April in each even-numbered year.
- (d) The first Tuesday after the first Monday in June in each even-numbered year that is not evenly divisible by four.
- (e) The first Tuesday after the first Monday in November of each year.

SEC. 5. Section 1001 of the Elections Code is amended to read:

1001. The following are statewide elections and their dates are statewide election dates:

- (a) An election held in November of an even-numbered year.
- (b) An election held in June of an even-numbered year that is not evenly divisible by four and in March of each even-numbered year that is evenly divisible by four.

SEC. 6. Section 1201 of the Elections Code is amended to read:

1201. The statewide direct primary shall be held on the first Tuesday after the first Monday in June of each even-numbered year that is not evenly divisible by four and on the first Tuesday after the first Monday in March in each even-numbered year that is evenly divisible by four.

SEC. 7. Section 1202 of the Elections Code is amended to read:

1202. The presidential primary shall be consolidated with the statewide direct primary in any year that is evenly divisible by four, and the consolidated primary shall be held on the first Tuesday after the first Monday in March.

RECEIVED

JUN 8 2021

City of South Gate
CITY COUNCIL

Item No. 2

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:50pm

AGENDA BILL

For the Regular Meeting of: **June 8, 2021**

Originating Department: **Public Works**

Department Director: _____

Arturo Cervantes

Interim City Manager: _____

Chris Jeffers

SUBJECT: ORDINANCE ADDING CERTAIN SECTIONS TO CHAPTER 13.100 (SOLID WASTE HANDLING AND RECYCLING SERVICES)

PURPOSE: Assembly Bill 341 (Solid Waste: Diversion) and Assembly Bill 1826 (Solid Waste: Organics) are State laws which require commercial solid waste and organic waste recycling. The City is codifying these laws by modifying Chapter 13.100 of the South Gate Municipal Code, to provide a mechanism for enforcement as required of the City by the State. This proposal does not impact residential properties or multi-family dwellings with four or less units.

RECOMMENDED ACTIONS: Open the Public Hearing and continue consideration of Ordinance adding certain sections to Chapter 13.100 (Solid Waste Handling and Recycling Services), of Title 13 (Franchises), of the South Gate Municipal Code, to the City Council Meeting of July 13, 2021.

NOTICING REQUIREMENTS: A public hearing notice was duly published in the *Los Angeles Wave*, a newspaper of general circulation, on Thursday, May 27, 2021.

FISCAL IMPACT: There is no impact to the General Fund. However, the proposed Ordinance has an enforcement structure that includes monetary penalties to be assessed on non-compliant commercial and industrial businesses.

ANALYSIS: Chapter 13.100 (Solid Waste Handling and Recycling Services) of the South Gate Municipal Code codifies City ordinances intended to regulate the collection of solid waste from residential, commercial and industrial premises, to encourage recycling of solid waste materials. The proposed ordinance adds Part 8. Recycling of Commercial Solid Waste and Organic Waste, pertaining to commercial solid waste and organic waste recycling required by AB 314 and AB 1826. The summary below highlights these requirements.

- Waste Generators - A business that generates four cubic yards of commercial solid waste per week, or a business that is a multifamily dwellings consisting of five or more units.
- Solid Waste Recycling Program - Pursuant to AB 341, Waste Generators shall source separate recyclable materials and subscribe to a basic level of recycling service that includes collection, self-hauling, or other arrangements for the pickup of recyclable materials.
- Solid Waste Recycling Program - Pursuant to AB 1826, Waste Generators shall source separate organic recyclable materials and arrange for organics waste recycling services by subscribing to a basic level of organic waste recycling collection, onsite recycling, self-hauling or making other arrangements for the pickup, sale or donation of organic recyclable materials. Waste

Generators that are multifamily dwellings are excluded from being required to recycle food scraps.

- Annual Reporting - Businesses that are Waste Generators must annually report to the City information regarding compliance with AB 341 and AB 1826, by March 15 of each year. That report requires information on the approach to their recycling program, and materials and tonnage being recycled.
- Enforcement – The City may issue businesses that do not comply with reporting criteria a warning or citation, based on the level of non-compliance. The amount of the fine is yet to be determined. The City may take other compliance actions such as revoking a self-hauling permit or requiring enrollment in recycling and/or organic recycling collection services.
- Fees - The City may charge and collect a fee from a Waste Generators to recover the City's costs incurred in (a) enforcing this new section of the Code, which fees may be set at a future time, and (b) creating, implementing and administering the commercial solid waste and organic waste recycling programs, which fees and programs are already in place through the Waste Management Franchise Agreement.

BACKGROUND: Several years ago, the State legislature passed laws that impacted the handling of solid waste. In 2011, the State adopted Assembly Bill (AB) 341 (Solid Waste: Diversion). This bill required commercial businesses and qualifying multi-family dwellings with five or more units meeting specific solid waste generation thresholds to arrange for recycling services, and municipalities to implement a commercial solid waste recycling services program. It established a goal of diverting 75 percent of solid waste, as compared to 2014, by 2020. In 2014, the State adopted AB 1826 (Solid Waste: Organics). This bill requires commercial businesses and multi-family dwellings with five or more units meeting specific solid waste generation thresholds to arrange for organic waste recycling services. It also requires municipalities to implement an organic waste recycling services program. Since their approval, the City as well as commercial businesses and qualifying multi-family dwellings have been required to comply with all of the requirements of AB341 and AB 1826.

In 2020, during a routine audit by CalRecycle, the City was found deficient in the implementation program required by AB 341 and AB 1826. CalRecycle indicated that the City was not meeting “good faith effort” criteria for AB 341 and AB 1826. Good faith effort means all reasonable and feasible efforts made by the jurisdiction to implement its commercial recycling and commercial organic waste recycling programs. It has been determined that there is currently a high level of non-compliance with AB 341 and AB 1826 by the business community.

As their compliance mechanism, CalRecycle approved the “2020 MCR/MORE South Gate Program Action Plan,” under which the City was required to (1) provide a letter to the business community for voluntary compliance, (2) provide public outreach of the programs, and (3) codify the requirements of AB 341 and AB 1826 to provide an enforcement mechanism for compliance. The proposed Ordinance before the City Council will meet the third requirement.

In accordance with item one from above, the City issued a letter to businesses on December 17, 2020. The letter aimed to educate businesses of the requirements of AB 341 and AB 1826, and of the City's reporting requirements.

One of the goals of the proposed Ordinance is to encourage commercial businesses and qualifying multi-family residential properties to comply with current State laws, not to develop and impose new laws and programs. Currently, the State enforces AB 341 and AB 1826, however, their enforcement actions have not resulted in encouraging compliance. The proposed Ordinance will provide the City

the ability to support the enforcement efforts.

If adopted, the proposed Ordinance could result in increasing the City's overall diversion rate on record with CalRecycle which is currently at 43.6%. State law requires the diversion rate to be at 50% or more. Citywide compliance could result in increasing the overall diversion rate.

- ATTACHMENTS:**
- A. Proposed Ordinance
 - B. Notice of Public Hearing
 - C. Current Chapter 13.100 (Solid Waste Hauling and Recycling Services)

GD:lc

ORDINANCE NO. ____

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, ADDING PART 8. RECYCLING OF COMMERCIAL SOLID
WASTE AND ORGANIC WASTE, AND SECTIONS 13.100.430
(DEFINITIONS), 13.100.440 (COMMERCIAL SOLID WASTE RECYCLING),
13.100.450 (ORGANIC WASTE RECYCLING), 13.100.460 (FEES) AND
13.100.470 (ENFORCEMENT PROVISIONS), TO CHAPTER 13.100 (SOLID
WASTE HANDLING AND RECYCLING SERVICES), OF TITLE 13
(FRANCHISES), OF THE SOUTH GATE MUNICIPAL CODE**

WHEREAS, Chapter 13.100 (Solid Waste Handling and Recycling Services), of Title 13 (Franchises), of the South Gate Municipal Code contains ordinances pertaining to solid waste handling and recycling services within the City of South Gate (“City”);

WHEREAS, in 2011 Assembly Bill 341 (Solid Waste: Diversion) was enacted, modifying the California Public Resources Code to establish new laws pertaining to solid waste recycling;

WHEREAS, in 2014 Assembly Bill 1826 (Solid Waste: Organics) was enacted, further modifying the California Public Resources Code to establish new laws pertaining to organic waste recycling;

WHEREAS, the City has created and implemented the recycling programs mandated by those Bills;

WHEREAS, to enhance the City’s ability to enforce participation in and compliance with those programs by businesses located within the City, the City Council desires to add new provisions to Chapter 13.100 of the South Gate Municipal Code addressing the requirements of those Bills; and

WHEREAS, the City Council did conduct a duly noticed public hearing on June 8, 2021, to take public testimony and consider introducing this Ordinance.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, 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.

SECTION 2. Part 8. Recycling of Commercial Solid Waste and Organic Waste, and Sections 13.100.430 (Definitions), 13.100.440 (Commercial Solid Waste Recycling), 13.100.450 (Organic Waste Recycling), 13.100.460 (Fees) and 13.100.470 (Enforcement Provisions), are hereby added

to Chapter 13.100 (Solid Waste Handling and Recycling Services), of Title 13 (Franchises), of the South Gate Municipal Code to read as follows:

Title 13 (Franchises)
Chapter 13.100 (Solid Waste Handling and Recycling Services)

Part 8. Recycling of Commercial Solid Waste and Organic Waste

Sections:

- 13.100.430 Definitions.**
- 13.100.440 Commercial Solid Waste Recycling.**
- 13.100.450 Organic Waste Recycling.**
- 13.100.460 Fees and 13.100.470 (Enforcement Provisions.**
- 13.100.470 Enforcement Provisions.**

13.100.430 Definitions.

For the purposes of this Part 8, the words, terms and phrases as defined in this section shall be construed as hereinafter set forth, unless it is apparent from the context that a different meaning is intended:

- A. Business. "business" means (i) a commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity, or (ii) a multifamily residential dwelling.
- B. Commercial Solid Waste. "commercial solid waste" means all types of solid wastes generated by stores, offices and other commercial sources, excluding residences, and excluding industrial wastes.
- C. Organic Waste. "organic waste" means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.
- D. Self-Haul. "self-haul" means to act as a self-hauler.
- E. Self-Hauler. "self-hauler" means a business that hauls its own waste rather than contracting for that service.
- F. Waste Generator. "waste generator" means (i) a business (other than a multifamily residential dwelling) operating in the City of South Gate that generates more than four (4) cubic yards of commercial solid waste per week, and (ii) a multifamily residential dwelling of five units or more.

Statutory Reference: Public Resources Code §§ 42649.1 & 42649.8

13.100.440 Commercial Solid Waste Recycling.

- A. A business that is a waste generator shall arrange for recycling services consistent with this Section 13.100.440 by taking at least one of the following actions:

1. Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that includes collection, self-hauling, or other arrangements (which must comply with the requirements of this Chapter 13.100) for the pickup of recyclable materials. A waste generator that elects to self-haul shall obtain a self-hauling permit from the City and shall otherwise comply with the requirements of Section 13.100.420 above.
 2. Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation.
- B. A property owner of a multifamily residential dwelling may require tenants to source separate their recyclable materials to aid in compliance with this Section 13.100.440.
Statutory Reference: Public Resources Code § 42649.2

13.100.450 Organic Waste Recycling.

- A. A business that is a waste generator shall arrange for recycling services specifically for organic waste consistent with this Section 13.100.450. The requirements of this Section 13.100.450 shall be in addition to, and not instead of, the requirements of Section 13.100.440.
- B. A business that is a waste generator shall take at least one of the following actions:
1. Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste.
 2. Recycle its organic waste onsite or self-haul its own organic waste for recycling. A waste generator that elects to self-haul shall obtain a self-hauling permit from the City and shall otherwise comply with the requirements of Section 13.100.420 above.
 3. Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste.
 4. Make other arrangements consistent with any of the following: (a) a franchise granted by the City; (b) a contract, license, or permit to collect solid waste previously granted by the City; or (c) the existing right of a business to sell or donate its recyclable organic waste materials.
- C. A business that is a property owner may require a lessee or tenant of that property to source separate their organic waste to aid in compliance with this Section 13.100.450.
- D. A business generating organic waste which is subject to this Section 13.100.450 shall arrange for the recycling services required by this Section in a manner that is consistent with the requirements of this Part 8.
- E. The contract or work agreement between a business subject to this Section 13.100.450 and a gardening or landscaping service shall require that the organic waste generated by those services be managed in compliance with this Part 8. The “gardener’s exclusion” set forth

in Section 13.100.180 above is not intended to, and shall not, limit the applicability of this subsection E.

- F. A business that is a multifamily dwelling is not required to arrange for the organic waste recycling services specified in subsection B of this Section 13.100.450 for food waste that is generated by the business.

Statutory Reference: Public Resources Code § 42649.81

13.100.460 Fees.

- A. The City may charge and collect a fee from a business that is a waste generator in order to recover the City's costs incurred in any or all of the following: (i) enforcing Section 13.100.440; (ii) creating, implementing, revising, replacing or administering the commercial solid waste recycling program which the City is obligated to implement pursuant to Public Resources Code section 42649.3; and (iii) otherwise complying with the requirements of Chapter 12.8 (Recycling of Commercial Solid Waste) of Part 1 (Integrated Waste Management) of Division 30 (Waste Management) of California's Public Resources Code.

- B. In addition to the fee authorized by subsection A above, the City may also charge and collect a fee from a business that is a waste generator in order to recover the City's costs incurred in any or all of the following: (i) enforcing Section 13.100.450; (ii) creating, implementing, revising, replacing or administering the organic waste recycling program which the City is obligated to implement pursuant to Public Resources Code section 42649.82 and (iii) otherwise complying with the requirements of Chapter 12.9 (Recycling of Organic Waste) of Part 1 (Integrated Waste Management) of Division 30 (Waste Management) of California's Public Resources Code.

Statutory Reference: Public Resources Code §§ 42649.6 & 42649.85

13.100.470 Enforcement Provisions.

- A. Each business that is a waste generator must, by March 15 of each year, report to the City (on forms approved by the City) information regarding that business' compliance with sections 13.100.440 and 13.100.450. That report shall include information as to (i) how commercial solid waste and organic waste are being recycled; (ii) the types of commercial solid waste and organic waste being recycled; (iii) the yearly total amount, in pounds or tons, of commercial solid waste and organic waste being recycled; and (iv) any other information reasonably requested by the City relative to the business' compliance with sections 13.100.440 and 13.100.450.
- B. Any business that has not submitted the report required under subsection A above by March 15 may be issued a warning by the City.
- C. Any business that has not submitted the report required under subsection A above by April 1 may be issued a citation by the City. The citation will require payment by the business of a fine in an amount to be determined by the City.
- D. Subsequent failures by a business to comply with the requirements of subsection A above may subject the business to additional fines and penalties, at such times and in such amounts as the City deems necessary to enforce compliance with the provisions of this Part 8.

E. In addition to the remedies set forth in subsections C and D above, the City shall have the right to take other actions which the City deems necessary to enforce a business' compliance with the provisions of this Part 8, including without limitation (i) revoking the business's self-hauling permit, if any, and/or (ii) enrolling the business in any commercial solid waste recycling program and/or any organic waste recycling program operated by the City or by a waste hauler franchised by the City.

Statutory Reference: Public Resources Code §§ 42649.3(e) & 42649.82(e)(1)

SECTION 3. If any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. This Ordinance shall take effect on the thirty-first (31st) day after its adoption.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED and ADOPTED this ____ day of June 2021.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

DRAFT

CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a Public Hearing for the purpose of introducing an Ordinance modifying Chapter 13.100 "Solid Waste Handling and Recycling" of the South Gate Municipal Code.

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

DATE: June 8, 2021
TIME: 6:30 p.m.

The Public Hearing meeting will be conducted through videoconferencing without a physical location from which members of the public may observe and offer public comment. Any comments may be made in person at the hearing or in writing to the City Clerk or the City Council prior to the hearing. You may access the hearings through Zoom or a phone call. Due to changes related to COVID-19, please visit the City's website and view the agenda prior to the meeting to confirm meeting zoom link and public comments option.

NOTICE IS HEREBY GIVEN that any and all persons interested in the matter herein above 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 order of the City Clerk of said City and is dated May 24, 2021.


Carmen Avalos, City Clerk

Publication Date: May 27, 2021

Account Number: 413-733-51-6309

Office of the
South Gate City Clerk

MAY 24 2021

FILED



2020 MCR/MORe South Gate Program Action Plan

MANDATORY COMMERCIAL RECYCLING (MCR/AB 341) and MANDATORY COMMERCIAL ORGANICS RECYCLING (MORe/AB 1826)

Program Development	Target Audience	Responsible Party	Frequency	Target Completion Date
Ordinance to regulate applicable businesses to comply in recycling/organic collection services (To include ability for City enforcement)	All regulated businesses	City	One-time	3/31/2021
Determine what, if any mechanism, is needed to provide for 3 compliance alternatives (1. Reporting/Warning, 2. Reporting/Fine and 3. Automatic service to regulated businesses).	City	City	Annually	4/30/2020
<ul style="list-style-type: none"> • Draft ordinance 	General Public	City	One-time	6/30/2020
<ul style="list-style-type: none"> • Reviewed by Hauler 	Hauler	City/Hauler	One-time	8/30/2020
<ul style="list-style-type: none"> • Approval by Council/Board 	City Council/General Public	City	One-time	9/30/2020
<ul style="list-style-type: none"> • Ordinance goes into effect 	General Public	City	One-time	12/30/2020

• Enforcement activities commence.	Regulated businesses out of compliance	City	Ongoing	3/31/2021
Maintain records of enforcement actions	City	City	Ongoing	3/31/2021
Consideration of 3 compliance alternatives for recycling (MCR) to all regulated businesses	All regulated businesses	City/Hauler	One-time	4/30/2020
Determine 3 compliance alternatives (1. Reporting/Warning, 2. Reporting/Fine and 3. Automatic service to regulated businesses). can be provided under existing authority	City	City/Hauler	One-time	4/30/2020
Coordination with hauler on what services can be provided under Franchise Agreement.	City/Hauler	City/Hauler	One-time	Completed
Identify shortfalls, challenges and deficiencies in implementing an automatic roll out program.	City/Hauler	City/Hauler	One-time	4/30/2020
Rates for Service/Changes to Service	All Regulated businesses	City/Hauler	Annually, as needed	
Jurisdiction and hauler will review approved franchise agreement to ensure rates exists for all mandatory collections- Recycling Rates were established via Franchise 1 st Amendment in 2012, Organics Rates were approved in 2016	City/Hauler	City/Hauler	Annually, as needed	Completed
	City Council	City	Annually, as needed	Completed

Jurisdiction prepares modified agreement				
Approval by City Council new rates	General Public	City	Annually, as needed	Completed
Provide plan how regulated businesses will be informed of new rates	All regulated businesses/General Public	Hauler	Annually, as needed through direct mail and during site visits	Completed
Identification of all regulated businesses self-hauling	All regulated businesses	City/Hauler	Annually	5/1/2020
Develop method to identify and record all regulated businesses that are currently self-hauling.	City	City	One-time	5/1/2020
Determine method for contacting self-haulers <ul style="list-style-type: none"> • Confirm recycling and where taking material and tonnage removed • Service needs • Implement identification and collect data 	All regulated businesses	City/Hauler	One-time	5/1/2020
Determine collection service needs	All regulated businesses	City/Hauler	Annually	12/30/2020
Letters to regulated businesses out of compliance sent by Hauler	All regulated businesses	Hauler	Annually	4/30/2020

Follow-up letters to regulated businesses out of compliance sent by Hauler	All regulated businesses	City	Annually	6/30/2020
Conduct site visits of businesses out of compliance	All regulated businesses	Hauler	Annually	On-going
Set up service with customer—communicate to customer, deliver container, provide signage and education	All regulated businesses	Hauler	On-going	On-going
Develop signage/outreach/training to ensure containers being utilized properly	All regulated businesses	Hauler	On-going	On-going
New or Revised Education and Outreach	General Public/All regulated businesses	City/Hauler	Ongoing	Ongoing
Electronic <ul style="list-style-type: none"> Regular social media posts- WM can provide geo-tagged fb posts City Website articles- Vista City newsletter articles- Vista Articles forwarded to community partners 	General Public/All regulated businesses	City/Hauler	Ongoing	Ongoing
Print Activity <ul style="list-style-type: none"> FAQs developed Ad in local paper and magazine Direct Mail piece to be included with letter to all non-compliant businesses 	General Public/All regulated businesses	City/Hauler	Ongoing	Ongoing

<p>Direct Contact</p> <ul style="list-style-type: none"> • Collaborate with City for events that have built in audiences to maximize touch-point opportunity • Meet with large generators (non-compliant) in person • Continue site visits • Hauler to provide onsite training for new recycling/ organics accounts to ensure proper practices are followed in order to increase opportunity for successful programs with longevity • Education material at City events • EXAMPLES- City's Earth Day Celebration, Family Picnic Day • Provide outreach to local community organizations such as Chamber of Commerce and Rotary Club 	General Public/All regulated businesses	City/Hauler	Ongoing	Ongoing
Establish Exemption Program	All regulated businesses	City/Hauler	Annually	
Establish Exemption process and protocol	City	City	One-time	9/30/2020
Identify all regulated businesses that may fall under exemptions under regulations	All regulated businesses	Hauler	Annually	Ongoing
Site visits to confirm eligibility	All regulated businesses	City/Hauler	Annually	Ongoing

Record all regulated businesses that are confirmed as having exemptions under regulations	All regulated businesses	City/Hauler	Annually	Ongoing
Edible Food Recovery Program	Edible food generators	City/Hauler	Annual	
Determine types of edible food generators in jurisdiction	Hauler/City	Hauler	Annual	4/30/2020
Determine foodbank or food recovery services' resources and what, if any, services are used by current generators	Hauler/City	City/Hauler	Annual	6/30/2020
Conduct outreach to generators <ul style="list-style-type: none"> • Provide information on City/Hauler website • Meet with generators to provide pamphlets for options for food rescue/ recovery organizations such as Food Finders or even local faith-based organizations that accept donations 	Edible food generators	City/Hauler	Annual	6/30/30
Business License Review				
Review current business license process to determine how and if it can support compliance under mandatory collection regulations.	All businesses	City	One-time	4/30/2020
Review business license application process to see if it can be updated requiring that businesses select if they	City	City's Business	One-time	4/30/2020

are subscribed to recycling and organic recycling under requirements by law		License Department		
Explore adding tonnage reporting in business license renewal application	City	City's Business License Department	One-time	4/30/2020
Rewards and Incentives Consideration of incentives/rewards to businesses in compliance.	General Public/All compliant businesses	City/Hauler	One-time	On-



Public Works Department

David E. Torres, Field Operations Manager
4244 Santa Ana Street, South Gate, CA 90280-3004
P: (323) 563-5785 F: (323) 582-3106
www.cityofsouthgate.org

December 17, 2020

To Whom It May Concern,

This letter is to inform you of recycling program requirements applicable to your business, and to request recycling program data required from your business.

In 2012, the State of California Assembly passed Assembly Bill 341, which states that each business generating more than 4 cubic-yards of trash per week must have an active recycling program, specifically to recycle paper, metal, glass and plastic products (Recycling Program). In 2014, the State of California enacted Assembly Bill 1826. This law requires that effective January 1, 2016, local jurisdictions across the state implement an organic waste recycling program to divert organic waste generated by businesses, including multifamily residential dwellings that consist of five or more units. Each business generating more than 4 cubic-yards of trash per week must have a focused organic waste recycling program, specifically to recycle green waste and food waste (Organics Recycling Program). More information on Assembly Bill 341 and Assembly Bill 1826 can be found on the enclosed flyer or online at Waste Management's Commercial Website, business.wm.com/south-gate.

Businesses are deemed in compliance with Assembly Bill 341 and Assembly Bill 1826 if they have an active Recycling Program and Organics Recycling Program. Business may activate their recycling programs by subscribing to service with Waste Management or by engaging in 3rd party hauling.

You are receiving this letter as the City of South Gate (City) has not received information from your business that demonstrates that you have a Recycling Program and/or Organics Recycling Program in place. It is imperative that you activate these recycling programs. It is also imperative that the City receives information from your business consisting of, (1) how material is recycled, (2) the type of material being recycled, and (3) the yearly total in materials, in pounds and/or tons, being recycled. Enclosed you will find the 3rd party/self-hauling form (Self-Reporting Form), that is required to be completed and submitted to the City. Please be aware that your business is required to verify recycling volume/tonnage using weight tickets per commodity being recycled. If your business does not have weight tickets, you may fill out the attached diversion form instead (Diversion Form). Please email both forms to me at dtorres@sogate.org, NO LATER THAN April 1, 2021. All tonnage reported from local businesses to the City will be included in the City's annual report to the State's California Department of Resources Recycling and Recovery (CalRecycle).

Here is a brief list of recyclable materials that can be reported to the City: cardboard, paper, plastics #1-7, plastic film, steel, scrap metal, aluminum, ferrous, hazardous waste (i.e. chemicals), motor oil, tires, wooden pallets, green waste, food waste, grease, or any other material that your property generates and



Public Works Department

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www.cityofsouthgate.org

does not throw away in their waste stream.

Thank you for your cooperation in updating this study. If you have any questions, feel free to reach out to me at (323) 563-5785 or via email at dtorres@sogate.org.

Sincerely,

A handwritten signature in black ink that reads 'David E. Torres'.

David Torres
Field Operations Manager
(323) 563-5785 | dtorres@sogate.org



RECEIVED

Item No. 3

MAY 26 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:30am

AGENDA BILL

For the Regular Meeting of **June 8, 2021**
Originating Department: City Manager's Office

Management Analyst: Marina Urias Interim City Manager: Chris Jeffers

SUBJECT: ORDINANCE ESTABLISHING THE CITY'S PUBLIC, EDUCATIONAL, AND GOVERNMENTAL PROGRAMMING ACCESS SUPPORT FEE

PURPOSE: To introduce an Ordinance to establish the City's public, educational, and governmental (PEG) programming access support fee.

RECOMMENDED ACTION: Following the conclusion of a Public Hearing, the City Council will consider waiving the reading in full and introducing the Ordinance establishing the City's public, educational, and governmental programming access support fee on state-franchised video service providers operating within the City of South Gate.

FISCAL IMPACT: The estimated funding amount that the City projects to collect from PEG fees is \$15,000 per quarter or \$60,000 annually.

ANALYSIS: In September 2006, the Governor signed into law the Digital Infrastructure and Video Competition Act of 2006 that allows video service providers to obtain a state-issued franchise to provide video services in a local community. This law authorized cities to adopt an ordinance imposing a fee to support PEG programming. In accordance with state law, the City would like to establish such fee by adopting the proposed Ordinance to require new or existing video service providers who have been issued state franchises to pay the City a PEG access fee of 1% of the video service provider's gross revenues.

BACKGROUND: This Ordinance is necessary for the preservation of funding for the City's PEG programming that includes the City's website and cable channel, aired locally on Spectrum Channel 3. Since December 2014, the Public Access Corporation which supports the City's cable channel and website has not received revenues. This is a result of state legislation which eliminated the City's local franchise agreements. Adopting the proposed Ordinance would allow the City to collect PEG access fees on all state franchised video service providers operating within the City and generate approximately \$60,000 on an annual basis. As permitted by state law, the City will allocate PEG fees to support its PEG programming, which is essential to providing City residents with important civic programming, including community services, resources, events and project updates. The City is currently upgrading the City's cable channel 3 equipment to improve the quality of programming that is broadcasted. As such, PEG funding is essential to support PEG programming and expand community outreach.

ATTACHMENT: A. Proposed Ordinance

ORDINANCE NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, ESTABLISHING THE CITY'S PUBLIC, EDUCATIONAL,
AND GOVERNMENTAL PROGRAMMING ACCESS SUPPORT FEE ON
STATE-FRANCHISED VIDEO SERVICE PROVIDERS OPERATING
WITHIN THE CITY OF SOUTH GATE**

WHEREAS, Section 5870(n) of the California Public Utilities Code ("Section 5870(n)") was enacted as part of the Digital Infrastructure and Video Competition Act of 2006 and authorizes the City of South Gate ("City") to adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental ("PEG") channel facilities;

WHEREAS, the City Council desires to expressly establish the PEG access support fee which will apply to all state-franchised video service providers operating within the City, including but not limited to, the AT&T and the Spectrum Franchises;

WHEREAS, the City Council desires for any state video franchise holder currently operating within the boundaries of the City, to pay a fee to the City equal to one percent (1%) of the gross revenue of that state video franchise holder, which fee shall be used by the City for PEG purposes consistent with state and federal law;

WHEREAS, the City depends on PEG fees to support its PEG programming and these fees are essential to providing City residents with important civic programming, including community services, resources, events and project updates;

WHEREAS, gross revenue shall have the definition set forth in California Public Utilities Code Section 5860; and

WHEREAS, the City Council did conduct a duly noticed Public Hearing on June 8, 2021, to take public testimony and consider introducing 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.

SECTION 2. The City Council does hereby declare that the adoption of this Ordinance is necessary for the preservation of funding for the City's PEG program that includes the City's website and cable channel, aired locally on Spectrum Channel 3.

SECTION 3. The City Council does hereby establish the PEG access support fee of one percent (1%) of the video service provider's gross revenues, pursuant to the California Public Utilities Code section 5870(n), applicable to any new or existing state-franchised video service providers operating within the City, including but not limited to those operating pursuant to the AT&T and Spectrum Franchise, shall be subject to the PEG access support fee.

SECTION 4. Adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance 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 remaining portions of this Ordinance. The City Council does hereby declare that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 6. This Ordinance shall take effect on the thirty-first (31st) day after its adoption.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED, and ADOPTED this ___ day of June, 2021.


CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

RECEIVED

JUN 1 2021

Item No. 4

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

7:40am

AGENDA BILL

For the Regular Meeting of June 8, 2021
Originating Department: City Manager's Office

Management Analyst: Marina Urias Interim City Manager: Chris Jeffers

SUBJECT: A PUBLIC HEARING TO CONSIDER A PROPOSAL TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2021/22 FOR THE PARKING AND BUSINESS IMPROVEMENT AREA (KNOWN AS THE TWEEDY MILE BUSINESS DISTRICT) BUSINESS LICENSE

PURPOSE: To consider the adoption of a Resolution ordering the levy and collection of assessments for Fiscal Year 2021/22 for the Parking and Business Improvement Area (known as the Tweedy Mile Business District) Business License.

RECOMMENDED ACTION: Following the conclusion of the Public Hearing, presuming there are not sufficient protest votes as outlined in Streets and Highways Code Section 36500 et seq., adopt Resolution ordering the levy and collection of assessments for Fiscal Year 2021/22 for the Parking and Business Improvement Area (known as the Tweedy Mile Business District) Business License, as permitted by the Parking and Business Improvement Area Law of 1989 (California Streets And Highways Code Section 36500 et seq.).

NOTICING PROCEDURE: A Public Hearing Notice was duly published in the *Los Angeles Wave*, a local newspaper of general circulation, on May 24, 2021.

FISCAL IMPACT: The assessment for a single business can range from \$14 to \$400 annually, which amount has not changed since January, 1971. The Parking and Business Improvement Area Business License funding available for Fiscal Year 2021/22 is estimated to be \$53,896.77.

ANALYSIS: On November 2, 1970, the City Council adopted Ordinance No. 1129 adding Chapter 2.64 (Parking and Business Improvement Area Business License), to Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code establishing a Parking and Business Improvement Area (Area), pursuant to the Parking and Business Improvement Act Law of 1965, Part 5 of Division 18 of the California Streets and Highway Code Section 36000 through 36081. The way the Area works is that the City levies an additional business license tax on businesses located within the designated Area. Section 2.64.040 (Uses and Purpose), states that the funds collected by the City can only be used for the following purposes:

- a. Decoration of any public place in the area;
- b. Promotion of public events which are to take place on or in public places in the area; and

- c. The general promotion of retail trade activities in the area.

The City's Municipal Code also requires that the Tweedy Mile Advisory Board (Board) submit an Annual Report to the City Council no later than June 1 each year. The Annual Report shall specify the expenses, services, activities, and programs to be funded by the assessment for the upcoming fiscal year(s), in accordance of the requirements of Sections 36530 and 36533 of the California Streets and Highways Code. Said Code also requires the City Council to approve the Annual Report, and after, it shall adopt a Resolution declaring the City's intention to levy an annual assessment for the fiscal year(s), and schedule a Public Hearing to allow public testimony regarding the proposed assessment(s).

The Tweedy Mile Advisory Board approved the attached Annual Report (Attachment B), which recommended a proposed budget for the new fiscal year and continuation of the assessment levy's for the Business Improvement District. In addition to the Annual Report, the City Council adopted a Resolution declaring the City's intention to levy and collect assessments for Fiscal Year 2021/22, and scheduled a Public Hearing for June 8, 2021. All affected businesses were notified by mail of the Public Hearing (Attachment D). In addition, all information has been placed on the City's webpage, which any interested party can access.

No tax increase or changes to the assessment methodology are proposed for assessments to be collected in Fiscal Year 2021/22. The assessment amount has not changed since the Parking and Business Improvement Area was created, 50 years ago. The proposed budget for Fiscal Year 2021/22, is included in the Annual Report (Attachment B).

BACKGROUND: Annually, the City is required by the Parking and Business Improvement Area Law of 1989 (California Streets And Highways Code Section 36500 et seq.) to undertake certain proceedings to levy and collect assessments within the Parking and Business Improvement Area Business License. On May 11, 2021, the City Council initiated the proceedings and adopted a Resolution to declare the City's intention to levy and collect said assessments. The last step in the proceedings is to conduct the Public Hearing and adopt a Resolution to levy and collect assessments for Fiscal Year 2021/22 for the Parking and Business Improvement Area Business License.

Tonight's Public Hearing is the last step, providing a final opportunity to receive public testimony regarding the proposed assessments. At the conclusion of the Public Hearing the City Council shall tabulate any written or verbal protests on the proposed assessments. Attachment E provides the written public comments the City received regarding the proposed assessments.

If the assessments of businesses submitting a protest to the proposed Fiscal Year 2021/22 assessments are 50% or greater of the total proposed assessments, assessments shall not be collected in the upcoming year. In absence of a majority receipt of protests, Council may adopt a Resolution approving the levy and collection of assessments in Fiscal Year 2021/22.

The schedule for the assessment proceedings has been/is as follows:

Dates	Action
April 12, 2021	Tweedy Advisory Board discusses and provides guidance for the BID budget(s).
April 26, 2021	Board reviews and approves the Annual Report.
May 11, 2021	City Council adopts Resolution of Intent to

	Levy Assessments for Fiscal Year 2021/22.
May 13, 2021	Letter and Resolution of Intent (indicating Public Hearing information and how to submit protests verbally or in writing) will be mailed to all affected businesses.
June 8, 2021	City Council conducts Public Hearing to receive public testimony on the proposed assessment levy.

- ATTACHMENTS:**
- A. Proposed Resolution
 - B. Tweedy Mile Advisory Board's Annual Report
 - C. Notice of Public Hearing
 - D. Letter Mailed to all Affected Businesses (Spanish and English)
 - E. Written Public Comments Regarding the Proposed Assessments

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR FISCAL YEAR 2021/22 FOR THE PARKING AND BUSINESS
IMPROVEMENT AREA (KNOWN AS THE TWEEDY MILE BUSINESS
DISTRICT) BUSINESS LICENSE, AS PERMITTED BY THE PARKING AND
BUSINESS IMPROVEMENT AREA LAW OF 1989 (CALIFORNIA STREETS
AND HIGHWAY CODE SECTION 36500 ET SEQ.)**

WHEREAS, pursuant to the Parking and Business Improvement Act Law of 1965, Part 5 of Division 18 of the California Streets and Highway Code Section 36000 through 36081, on November 2, 1970, the City Council (“City Council”) of the City of South Gate (“City”) adopted Ordinance No. 1129 adding Chapter 2.64 (Parking and Business Improvement Area Business License), to Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code establishing a Parking and Business Improvement Area (“Area”), specifying the initial or additional rate or levy of the license tax to be imposed on businesses, and specifying the uses to which the revenue shall be expended;

WHEREAS, the Parking and Business Improvement Area Business License levies an additional business license tax on businesses located within the designated Area and the City annually remits those funds back to the Tweedy Mile Association to be used for certain purposes in the Area;

WHEREAS, pursuant to Section 36530 of the California Streets and Highways Code, on September 27, 2011, the City Council adopted Ordinance No. 2286 adding Sections 2.64.100 through 2.64.140 establishing the Tweedy Mile Advisory Board (“TMAB”) to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments;

WHEREAS, on September 11, 2018 and September 25, 2018, the City Council made appointments to the TMAB, which held its first meeting on February 4, 2019, and have met from time to time since;

WHEREAS, the TMAB prepares an annual report specifying the expenses, services, activities, and programs to be funded by the assessment, in accordance with the requirements of Sections 36530 and 36533 of the California Streets and Highways Code, and upon TMAB’s approval of the annual report, presents it to the City Council for the conduct of a public hearing on the assessments for the fiscal year referred to in the annual report;

WHEREAS, the Area is known as the Tweedy Mile Business District which boundaries include Tweedy Boulevard between the beginning of the northeasterly line of Long Beach Boulevard and easterly along said prolongation and southerly line to the intersection with the westerly line of Hunt Avenue;

WHEREAS, the City Council and the TMAB have determined that the Area benefits the businesses located and operating within the Area by generating revenue for businesses to improve the physical and financial health, social and cultural center of the City, and thereby enhances the City's community at large;

WHEREAS, the TMAB has conducted significant outreach to member businesses to formulate the Annual Report for Fiscal Years 2020/21 and 2021/22, including the work plan, budget and fee assessment schedule that would be fair, reasonable and in compliance with the California Streets and Highway Code Section 36500 et. seq.;

WHEREAS, at its Special Meeting of April 26, 2021, the TMAB approved the Annual Report for Fiscal Years 2020/21 and 2021/22, specifying the expenses, services, activities, and programs to be funded by the assessments for Fiscal Years 2020/21 and 2021/22;

WHEREAS, the continuation of the Area and the related levy of assessments will promote the economic revitalization of the downtown area of the City, create jobs, and attract new businesses; in addition, the Area enhances and promotes the City, culturally and commercially; and

WHEREAS, following adoption, mailing and publication of a Resolution of Intent to Levy and Collect the Assessments, the City Council held a public meeting on May 11, 2021 to allow public testimony regarding the Fiscal Year 2021/22 assessments of businesses within the Area; and

WHEREAS, the City Council held a public hearing on June 8, 2021, and heard and considered all protests against the establishment of the assessment; and

WHEREAS, the written protests received from the owners of businesses in the Area totaled less than 50 percent of the assessments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, 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 declare that the Area has not changed. The territorial boundaries in the Area are identified in the Area Map attached hereto as Exhibit "A" and made a part hereof.

SECTION 3. Pursuant to the Parking and Business Improvement Area Law of 1989 (California Streets and Highway Code Section 36500 et seq.), the City Council does hereby declare its intention to continue the levy and collect assessments within the Area for the purpose of marketing and promoting activities which will benefit the businesses located and operating within the Area for Fiscal Year 2021/22.

SECTION 4. The City Council does hereby declare that the type or types of improvements and activities proposed to be funded by the levy of assessments on businesses in the Area are in line with the "Improvements" and "Activities" permitted under Sections 36510 & 36513 of Streets and Highway Code, specifically: (a) "Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including,

but not limited to parking facilities, benches, trash receptacles, street lighting, decorations, parks, and fountains; and (b) "Activities" means, but is not limited to, promotion of public events which benefit businesses in the area and which take place on or in public places within the area, furnishing of music in any public place in the area, promotion of tourism within the area and activities which benefit businesses located and operating in the area. Except where funds are otherwise available, an assessment will be levied annually to pay for all improvements and activities within the Area.

SECTION 5. The TMAB's Annual Report for Fiscal Years 2020/21 and 2021/22 is on file in the City Clerk's Office and contains a description of the improvements and activities to be provided, the boundaries of the Area, and the proposed assessments to be levied upon the businesses within the Area for the Fiscal Year 2021/22.

SECTION 6. The City Council conducted a public hearing on June 8, 2021, at 6:30 p.m., via Call-in Conference, to consider said assessments to be levied. At least 72 hours beforehand, the Dial-In Number and Conference Code was posted on the City's website at www.cityofsouthgate.org/AgendaCenter. During the public hearing, the City Council allowed public testimony regarding the proposed assessments of businesses within the Area for the proposed work plan for Fiscal Year 2021/22.

SECTION 7. At this public hearing, the City Council heard and considered all protests against the establishment of the assessment or the furnishing of specified types of improvements or activities within the Area. The protest against the assessments were made orally or in writing by any interested person. All written protests were filed with the City Clerk.

A written protest may be withdrawn from record at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and its address. If the person signing the protest is not shown on the official records of the City as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or sufficiency of the proceeding shall be in writing and clearly state the irregularity or defect to which objection is made.

[Remainder of page left blank intentionally.]

SECTION 8. The City Council does hereby order the levy and collection of the assessment for Fiscal Year 2021/22. The method and basis of levying the annual assessment for each business in the Area for the Fiscal Year 2021/22 is set forth in Exhibit B attached hereto and made a part hereof.

SECTION 9. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 8th day of **June 2021**.

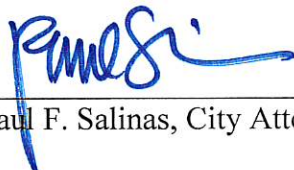
CITY OF SOUTH GATE:

BY: _____
Al Rios, Mayor

ATTESTED:

BY: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

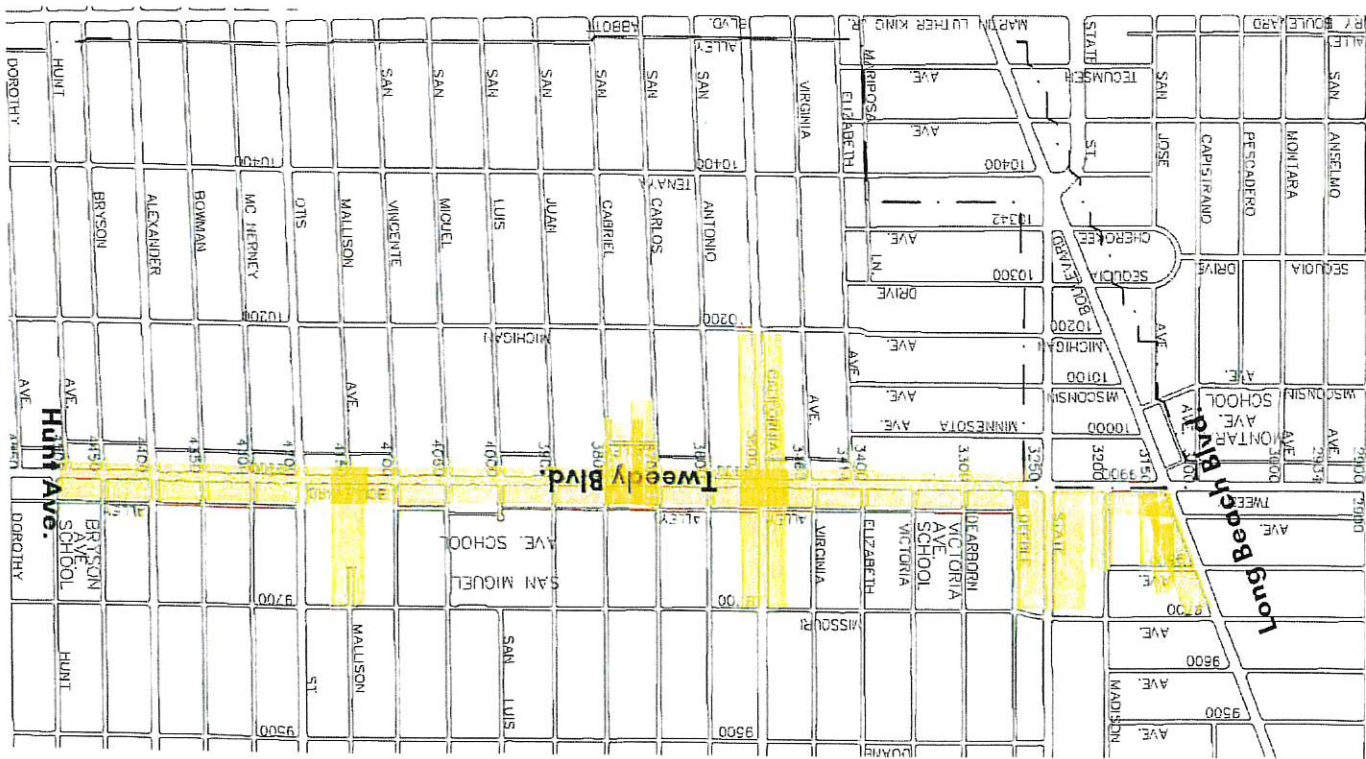
BY:  _____
Raul F. Salinas, City Attorney



PARKING AND BUSINESS IMPROVEMENT AREA MAP

Exhibit A

Below is a map delineating the boundaries of the Business Improvement Area in the City of South Gate.



Addresses located in the Business Improvement Area:

- California Ave. 9700 - 10100
- Long Beach Blvd. 9700 - 9900
- Otis St. 9700 - 10100
- San Gabriel Ave. 9900 - 10100
- San Juan Ave. 9900 - 10100
- State St. 9700 - 9900
- Tweedy Blvd. 3150 - 4499

TWEEDY MILE ADVISORY BOARD
ANNUAL REPORT FOR FISCAL YEARS 2020/21 AND 2021/22
PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE

This Annual Report of the Tweedy Mile Advisory Board includes the proposed assessment levy and program budgets for the Fiscal Years 2020/21 and 2021/22 for the Parking and Business Improvement Area (known as the Tweedy Mile Business District) Business License.

Tweedy Mile Advisory Board:

Pursuant to Chapter 2.64 (Parking and Business Improvement Area Business License), of Title 2 (License – Business Regulations), of the South Gate Municipal Code, the City Council shall appoint a Tweedy Mile Advisory Board in order to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments.

Purpose of Annual Report:

The Tweedy Mile Advisory Board shall prepare an annual report for each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements and activities described in the report. The report may propose changes, including, but not limited to, the boundaries of the parking and business improvement area, the basis and method of levying the assessments.

Boundaries and Assessments:

There are no proposed changes to the Parking and Business Improvement Area (Area) boundaries nor the assessment methodology/Schedule of Business Improvement Area Fees. The Area Map is attached hereto as Exhibit A and assessment methodology/Schedule of Business Improvement Area Fees is attached thereto as Exhibit B.

Method and Basis of Levying the Assessment:

All businesses within the Area are subject to the same assessments as in previous years. The levy of the business license tax imposed upon the businesses within the Area, is hereby fixed, levied, determined and established per the City's assessment methodology included with this report as Exhibit B.

Payment of Tax:

The additional rate or levy of the license tax levied is due and payable at the same time and in the same manner that the business license tax is imposed by the City's Municipal Code Chapter 2.08 (Business License Tax).

Budget:

A line-item budget for Fiscal Years 2020/21 and 2021/22 is included in the Parking and Business Improvement Area Budget attached hereto as Exhibit C.

Exhibit A – Parking and Business Improvement Area Map

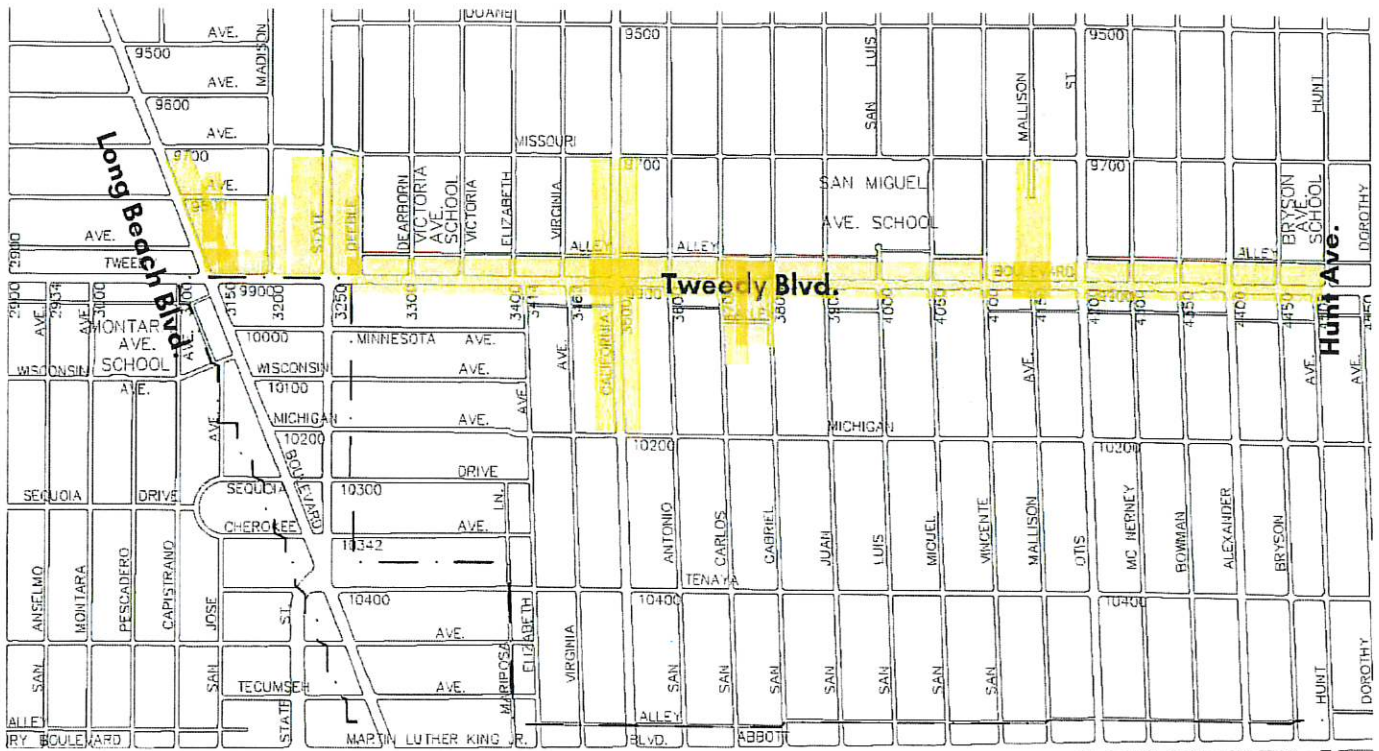
Exhibit B – Parking and Business Improvement Area Business License Fees

Exhibit C – Parking and Business Improvement Area Budgets for FY 2020/21 and 2021/22



PARKING AND BUSINESS IMPROVEMENT AREA MAP

Below is a map delineating the boundaries of the Business Improvement Area in the City of South Gate.



Addresses located in the Business Improvement Area:

- California Ave. 9700 - 10100
- Long Beach Blvd. 9700 - 9900
- Otis St. 9700 - 10100
- San Gabriel Ave. 9900 - 10100
- San Juan Ave. 9900 - 10100
- State St. 9700 - 9900
- Tweedy Blvd. 3150 - 4499

**CITY OF SOUTH GATE
PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE FEES
FISCAL YEARS 2020/21 & 2021/22**

Street Name	Address Range
Tweedy Blvd.	3150 - 4499
California Ave.	9700 - 10100
Long Beach Blvd.	9700 - 9900
Otis St.	9700 - 10100
San Gabriel Ave.	9900 - 10100
San Juan Ave.	9900 - 10100
State St.	9700 - 9900

Businesses located in the Parking and Business Improvement Area are subject to the provisions of Chapter 2.64 of the South Gate Municipal Code, "Parking and Business Improvement Area" which established a Business Improvement Area Fee based on the businesses' annual gross receipts.

The Business Improvement Area Fees are collected by the City and are deposited into the "Parking and Business Improvement Account" and can be used for the following purposes only:

1. Decoration of any public place in the area.
2. Promotion of public events which are to take place on or in public places in the area.
3. The general promotion of retail trade activities in the area.

The Business Improvement Area Fee is an additional fee to the regular City license tax shown on the enclosed renewal. The business owner shall calculate the Business Improvement Area Fee according to the schedule below and add it to total tax calculated on the Business License Renewal Form.

Schedule of Business Improvement Area Fees

Annual Gross Receipts Total:

- If less than \$10,000
- If \$10,000 or more, but less than \$25,000
- If \$25,000 or more, but less than \$50,000
- If \$50,000 or more, but less than \$75,000
- If \$75,000 or more, but less than \$100,000
- If \$100,000 or more, but less than \$200,000
- If \$200,000 or more, but less than \$300,000
- If \$300,000 or more, but less than \$400,000
- If \$400,000 or more, but less than \$500,000
- If \$500,000 or more, but less than \$600,000
- If \$600,000 or more, but less than \$700,000
- If \$700,000 or more, but less than \$800,000
- If \$800,000 or more, but less than \$900,000
- If \$900,000 or more, but less than \$1,000,000
- If \$1,000,000 or more, but less than \$1,100,000
- If \$1,100,000 or more, but less than \$1,200,000
- If \$1,200,000 or more, but less than \$1,300,000
- If \$1,300,000 or more, but less than \$1,400,000
- If \$1,400,000 or more, but less than \$1,500,000

The Fee Shall Be:

- \$15
- \$20
- \$25
- \$36
- \$48
- \$60
- \$72
- \$84
- \$96
- \$110
- \$124
- \$138
- \$152
- \$166
- \$180
- \$194
- \$208
- \$222
- \$236

If such gross receipts exceed the sum of \$1,500,000, the Fee shall be the sum of \$236.00 as specified above, plus the sum of 25 cents for each \$1,000 or major fraction thereof in excess of said \$1,500,000.

Total Not to Exceed \$400

**Parking and Business Improvement Area Budget
FY 2020/21 and FY 2021/22**

Exhibit C

Beginning BID Fund Balance - July 1, 2020	\$20,794.77
FY 2020/21 Estimated Assessment Revenue	\$21,500.00
Total Estimated BID Funds Available for Use in FY 2020/21	\$42,294.77
Actual Expenditures Proposed for Reimbursement to TMA	Amounts
Decoration of Any Public Place in the Area	
Installation of Street Christmas Lights	\$7,871.00
Promotion of Public Events which are to take place in the Area	
None	\$0.00
General Promotion of Retail Trade Activities in the Area	
Rene Graphics & Printing: 50 COVID posters & 200 letters	\$160.00
Rene Graphics & Printing: 200 notices & 100 hand sanitizers	\$140.00
Damian's Printing: 200 masks embossed with TMA logo	\$1,100.00
Ignacio Alonso Multi-Services: 200 masks, hand sanitizers & notices	\$120.00
Ignacio Alonso Multi- Services: distribution of COVID Flyers	\$120.00
Freddy's Market: 100 hand sanitizer spray bottles	\$555.00
City of South Gate: Sidewalk Sale annual permit (\$61.00 + \$46.00)	\$107.00
Rene Graphics & Printing: Printing of promotional flyers for Sidewalk Sale	\$225.00
Total Proposed Reimbursement to the Tweedy Mile Association	\$10,398.00
Ending BID Fund Balance - June 30, 2021	\$31,896.77

Beginning BID Fund Balance - July 1, 2021	\$31,896.77
FY 2021/22 Estimated Assessment Revenue	\$22,000.00
Total Estimated BID Funds Available for Use in FY 2021/22	\$53,896.77
Proposed Budget Items	Amounts
Decoration of Any Public Place in the Area	
Decoration of Any Public Place in the Area	\$26,948.39
Promotion of Public Events which are to take place in the Area	
Promotion of Public Events which are to take place in the Area	\$13,474.19
General Promotion of Retail Trade Activities in the Area	
General Promotion of Retail Trade Activities in the Area	\$13,474.19
Estimated Ending BID Fund Balance - June 30, 2022	\$0.00

SOUTH GATE PRESS

3731 WILSHIRE BLVD STE 840, LOS ANGELES, CA 90015
Telephone (323) 556-5720 / Fax (213) 834-0584

This space for filing stamp only

Office of the
South Gate City Clerk

MAY 24 2021

FILED

Carmen Avalos, City Clerk
CITY OF SOUTH GATE /CITY CLERK
8650 CALIFORNIA AVE
SOUTH GATE, CA - 90280

PRE #: 3472768

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: GPN - GOVT PUBLIC NOTICE

Ad Description:
Resolution of Intent Tweedy Mile Parking Business Improvement District

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SOUTH GATE PRESS, a newspaper published in the English language in the city of SOUTH GATE, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/19/1929, Case No. 273415. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

05/20/2021

Executed on: 05/20/2021
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



* A 0 0 0 0 0 5 7 2 8 4 7 9 *

Email

RESOLUTION
CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA
RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SOUTH GATE, CALIFORNIA,
DECLARING THE CITY'S INTENTION TO LEVY
AND COLLECT ASSESSMENTS FOR FISCAL
YEAR 2021/22 FOR THE PARKING AND
BUSINESS IMPROVEMENT AREA (KNOWN
AS THE TWEEDY MILE BUSINESS DISTRICT)
BUSINESS LICENSE, AS PERMITTED BY THE
PARKING AND BUSINESS IMPROVEMENT
AREA LAW OF 1989 (CALIFORNIA STREETS
AND HIGHWAY CODE SECTION 36500 ET
SEQ.), AND SCHEDULING A PUBLIC
HEARING FOR JUNE 8, 2021

WHEREAS, pursuant to the Parking and Business Improvement Act Law of 1965, Part 5 of Division 18 of the California Streets and Highway Code Section 36000 through 36081, on November 2, 1970, the City Council ("City Council") of the City of South Gate ("City") adopted Ordinance No. 1129 adding Chapter 2.64 (Parking and Business Improvement Area Business License), to Title 2 (Licenses - Business Regulations), of the South Gate Municipal Code establishing a Parking and Business Improvement Area ("Area"), specifying the initial or additional rate or levy of the license tax to be imposed on businesses, and specifying the uses to which the revenue shall be expended; WHEREAS, the Parking and Business Improvement Area Business License levies an additional business license tax on businesses located within the designated Area and the City annually remits those funds back to the Tweedy Mile Association to be used for certain purposes in the Area;

WHEREAS, pursuant to Section 36530 of the California Streets and Highways Code, on September 27, 2011, the City Council adopted Ordinance No. 2286 adding Sections 2.64.100 through 2.64.140 establishing the Tweedy Mile Advisory Board ("TMAB") to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments;

WHEREAS, on September 11, 2018 and September 25, 2018, the City Council made appointments to the TMAB, which held its first meeting on February 4, 2019, and have met from time to time since;

WHEREAS, the TMAB prepares an annual report specifying the expenses, services, activities, and programs to be funded by the assessment, in accordance with the requirements of Sections 36530 and 36533 of the California Streets and Highways Code, and upon TMAB's approval of the annual report, presents it to the City Council for the conduct of a public hearing on the assessments for the fiscal year referred to in the annual report;

WHEREAS, the Area is known as the Tweedy Mile Business District which boundaries include Tweedy Boulevard between the beginning of the northeasterly line of Long Beach Boulevard and easterly along said prolongation and southerly line to the intersection with the westerly line of Hunt Avenue;

WHEREAS, the City Council and the TMAB have determined that the Area benefits the businesses located and operating within the Area by generating revenue for businesses to improve the physical and financial health, social and cultural center of the City, and thereby enhances the City's community at large;

WHEREAS, the TMAB has conducted significant outreach to member businesses to formulate the Annual Report for Fiscal Years 2020/21 and

2021/22, including the work plan, budget and fee assessment schedule that would be fair, reasonable and in compliance with the California Streets and Highway Code Section 38500 et. seq.;

WHEREAS, at its Special Meeting of April 26, 2021, the TMAB approved the Annual Report for Fiscal Years 2020/21 and 2021/22, specifying the expenses, services, activities, and programs to be funded by the assessments for Fiscal Years 2020/21 and 2021/22;

WHEREAS, the continuation of the Area and the related levy of assessments will promote the economic revitalization of the downtown area of the City, create jobs, and attract new businesses; in addition, the Area enhances and promotes the City, culturally and commercially; and

WHEREAS, the City Council desires to conduct a formal Public Hearing on the Area's proposed levy assessments for Fiscal Year 2021/22.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, 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 declare that the Area has not changed. The territorial boundaries in the Area are identified in the Area Map attached hereto as Exhibit "A" and made a part hereof.

SECTION 3. Pursuant to the Parking and Business Improvement Area Law of 1989 (California Streets and Highway Code Section 38500 et seq.), the City Council does hereby declare its intention to continue the levy and collect assessments within the Area for the purpose of marketing and promoting activities which will benefit the businesses located and operating within the Area for Fiscal Year 2021/22.

SECTION 4. The City Council does hereby declare that the type or types of improvements and activities proposed to be funded by the levy of assessments on businesses in the Area are in line with the "Improvements" and "Activities" permitted under Sections 38510 & 38513 of Streets and Highway Code, specifically: (a) "Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to parking facilities, benches, trash receptacles, street lighting, decorations, parks, and fountains; and (b) "Activities" means, but is not limited to, promotion of public events which benefit businesses in the area and which take place on or in public places within the area, furnishing of music in any public place in the area, promotion of tourism within the area and activities which benefit businesses located and operating in the area. Except where funds are otherwise available, an assessment will be levied annually to pay for all improvements and activities within the Area.

SECTION 5. Except where funds are otherwise available, an assessment will be levied annually to pay for all improvements and activities within the Area.

SECTION 6. The TMAB's Annual Report for Fiscal Years 2020/21 and 2021/22 is on file in the City Clerk's Office and contains a description of the improvements and activities to be provided, the boundaries of the Area, and the proposed assessments to be levied upon the businesses within the Area for the Fiscal Year 2021/22.

SECTION 7. The City Council does hereby give notice that a public hearing is hereby scheduled for the regularly scheduled City Council Meeting of June 8, 2021, at 6:30 p.m., via Call-in Conference, to consider said assessments to be levied. At least 72 hours beforehand, the Dial-In

Number and Conference Code will be posted on the City's website at www.cityofsouthgate.org/AgendaCenter. During the public hearing, the City Council shall allow public testimony regarding the proposed assessments of businesses within the Area for the proposed work plan for Fiscal Year 2021/22.

SECTION 8. At this public hearing, the City Council shall hear and consider all protests against the establishment of the assessment or the furnishing of specified types of improvements or activities within the Area. A protest against the assessments may be made orally or in writing by any interested person. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularity or defect to which the objection is made. Every written protest shall be filed with the City Clerk no later than 6:30 p.m., on June 8, 2021. The City Council may waive any irregularity in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings.

A written protest may be withdrawn from record at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and its address. If the person signing the protest is not shown on the official records of the City as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or sufficiency of the proceeding shall be in writing and clearly state the irregularity or defect to which objection is made.

If written protests are received from business owners in the proposed area which will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than that 50 percent of business owners, no further proceedings to levy the proposed assessment, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council. If the majority protest is only against the furnishing of a specified type or types of improvement or activity within the area, those types of improvements or activities shall be eliminated.

At the conclusion of the public hearing to establish the assessment for the Fiscal Year 2021/22, the City Council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. However, proposed assessments may only be revised by reducing any or all of them.

SECTION 9. Should the proposed annual assessment for Fiscal Year 2021/22 be approved by the City Council on June 8, 2021, the City Council does hereby declare its intention that all businesses pay their annual assessment when they obtain, renew or change their businesses license with the City.

SECTION 10. The City Council does hereby direct the City Clerk to mail a certified copy of this Resolution of Intention and a cover letter, advising that the City Council has been requested to set the Fiscal Year 2021/22 annual assessment as permitted under the California Streets and Highways Code, by first-class mail to each business owner in the Area within seven days of the City Council's adoption of this Resolution of Intention. The cover letter shall further advise of the Public Hearing scheduled for the regularly scheduled City Council Meeting of June 8, 2021, at 6:30 p.m., where the City

Council shall allow oral and written public testimony from interested parties regarding the proposed assessments of businesses within the Area. At the end of that public hearing, the City Council shall determine if there are sufficient protests equaling 50 percent or more of the assessments proposed to be levied.

SECTION 11. The City Council does hereby direct the City Clerk to give notice of said public hearing by causing this Resolution of Intention to be published once in a newspaper of general circulation in the City of South Gate not less than seven days before the Public Hearing.

SECTION 12. The City Council does hereby welcome interested persons to contact Marina R. Urias, Management Analyst, in the City Manager's Office, at (323) 563-9508 or at urias@sogate.org, to receive additional information about the proposed assessments. Protests in writing against the proposed assessments shall be mailed or delivered to: Carmen Avalos, City Clerk, 8660 California Avenue, South Gate, California, 90280 or to cavalos@sogate.org, no later than 6:30 p.m., on June 8, 2021.

SECTION 13. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 14th day of May 2021.

CITY OF SOUTH GATE:

/s/Al Rios, Mayor

ATTESTED:

/s/Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

/s/Raul F. Salinas, City Attorney

5/20/21

PRE-3472768#

SOUTH GATE PRESS



Attachment D

Office of the City Manager

8650 California Avenue, South Gate, CA 90280

P: (323) 563-9501 F: (323) 569-2678

www.cityofsouthgate.org

May 12, 2021

RE: City's Intention to Levy and Collect Assessments for Fiscal Year 2021-2022 for the Tweedy Business Improvement Area, also known as the Tweedy Mile

Dear Business Owner:

Notice is hereby given that the City of South Gate will conduct a public hearing for the purpose of continuing the levy of business owners, known as a business license fee, within the Parking and Business Improvement Area, also known as the Tweedy Mile, for the Fiscal Year 2021/22. In response to this recommendation, as permitted under the California Streets and Highways Code Section 36500, the City Council adopted a Resolution on May 11, 2021, declaring the City's intentions to levy and collect the assessments/business license fee, for the Fiscal Year 2021/22, as recommended by the Tweedy Mile Advisory Board.

Enclosed with this letter is a copy of the proposed Annual Report.

NOTICE IS HEREBY GIVEN that the City Council shall conduct a public hearing in connection with the proposed Annual Report:

DATE: Tuesday, June 8, 2021

TIME: 6:30 P.M.

LOCATION: 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 June 8th City Council meeting please visit the City's website at www.cityofsouthgate.org/AgendaCenter.

The Public Hearing has been scheduled for the City Council to hear oral and written testimony from the business owners on Tweedy Mile. Each written protest shall contain the business address and name of business owner. Written protests against the proposed assessment shall be mailed or delivered to Carmen Avalos, City Clerk, 8650 California Avenue, South Gate, California, 90280 or at cavalos@sogate.org, **no later than 6:30 p.m., on June 8, 2021.**

Should you have any questions, please contact Marina Urias, Management Analyst by phone at (323) 563-9508 or by email at murias@sogate.org.

Sincerely,

Marina Urias,
Management Analyst

Enclosure: Proposed Annual Report



Attachment D

Office of the City Manager

8650 California Avenue, South Gate, CA 90280

P: (323) 563-9501 F: (323) 569-2678

www.cityofsouthgate.org

May 12, 2021

RE: Intención de la Ciudad de continuar evaluaciones para el año fiscal 2021-2022 para el área de mejora comercial Tweedy, también conocida como Tweedy Mile

Estimado/a dueño/a de Negocio:

Por la presente se notifica que la Ciudad de South Gate llevará a cabo una audiencia pública con el propósito de continuar la tarifa de licencia comercial a los dueños de negocios dentro del Área de Mejoramiento Comercial, también conocida como Tweedy Mile, para el Año fiscal 2021/22. En respuesta a esta recomendación, según lo permitido por la Sección 36500 del Código de Calles y Carreteras de California, el Concejo Municipal adoptó una Resolución el 11 de mayo de 2021, declarando las intenciones de la Ciudad de continuar las tarifas de licencia comercial, para el Año fiscal 2021/22, según lo recomendado por la Junta Asesora de Tweedy Mile.

Adjunto a esta carta se encuentra una copia del Informe Anual propuesto.

POR LA PRESENTE SE DA AVISO de que el Concejo Municipal llevará a cabo una audiencia pública en relación con el informe anual propuesto:

FECHA: Martes 8 de junio de 2021

HORA: 6:30 P.M.

UBICACIÓN: Los miembros del público que deseen observar la reunión pueden unirse a través de una conferencia telefónica. Para obtener el número de marcación y el código de conferencia actualizados para la reunión del Concejo Municipal del 8 de junio, visite el sitio web de la ciudad en www.cityofsouthgate.org/AgendaCenter.

La Audiencia Pública ha sido programada para que el Concejo Municipal escuche el testimonio oral y escrito de los dueños de negocio. Cada protesta escrita deberá contener la dirección comercial y el nombre del dueño de negocio. Las protestas por escrito contra la evaluación propuesta se enviarán por correo o se entregarán a Carmen Avalos, Secretaria Municipal, 8650 California Avenue, South Gate, California, 90280 o cavalos@sogate.org, a más tardar a las 6:30 p.m., el 8 de junio de 2021.

Si tiene alguna pregunta, comuníquese con Marina Urias, Analista por teléfono al (323) 563-9508 o por correo electrónico a murias@sogate.org.

Atentamente,
Marina Urias, Analista

Adjunto: Informe anual propuesto

Marina Urias

From: Amit Bhagat <svbhagat@aol.com>
Sent: Monday, May 17, 2021 7:27 PM
To: Marina Urias
Subject: RE: Tweedy Mile Fees

Hi,

I am a business owner of two properties located on Long Beach Blvd. - La Siesta Inn- 9706 Long Beach Blvd. & Southern Motel- 9720 Long Beach Blvd. I pay Tweedy Mile Fees each year but I don't see any improvements that reflect on Long Beach Blvd. I feel my businesses are far from the tweedy mile association and would like to see improvements or request to be removed from the fees of the tweedy mile association.

Thank you for taking the time to read this request.

Amit Bhagat
Southern Motel
9720 Long Beach Blvd.
South Gate, CA 90280

La Siesta Inn
9706 Long Beach Blvd.
South Gate, CA 90280

323-215-6040

RECEIVED

Item No. 5

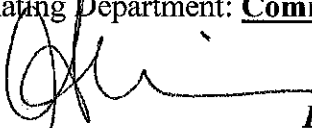

JUN 2 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER
1:40pm

AGENDA BILL

For the Regular Meeting of: June 8, 2021
Originating Department: Community Development

Interim Department Director:  Interim City Manager: 
Grace I. Martin Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV) SUBRECIPIENT AGREEMENT CONTRACT NO. 2020-42-CC WITH BET TZEDEK FOR CONTINUED SMALL BUSINESS LEGAL ADVOCACY SERVICES

PURPOSE: To amend the Community Development Block Grant Subrecipient Agreement with Bet Tzedek, to continue to provide legal advocacy services to South Gate income-eligible small businesses.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 1 to Contract No. 2020-42-CC, Community Development Block Grant Subrecipient Agreement with Bet Tzedek extending legal advocacy services to South Gate income-eligible small businesses through December 31, 2021; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact on the General Fund as a result of this Amendment No. 1. Funds in the amount of \$80,000 were previously awarded to Bet Tzedek for legal advocacy services for small businesses. This action is a no-cost contract extension for six (6) months, expiring on December 31, 2021.

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 the Title 24 of the Code of Federal Regulations (“CFR”), Part 570, concerning CDBG funds. During the Coronavirus Disease 2019 (“COVID-19”) 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 have different regulations needing to be applied than those traditionally associated with eligible expenditures allowed under the annual allocation process.

On June 23, 2020, the City Council approved Contract No. 2020-42-CC with Bet Tzedek to provide legal advocacy services to assist 140 businesses/business owners, through and including June 30, 2021, in an amount not to exceed \$80,000. The \$80,000 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 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.

Proposed Amendment No. 1 is intended to extend the program completion date of June 30, 2021, to December 31, 2021, since these are CDBG-CV funds, cities have until June 30, 2022, to expend these funds.

Bet Tzedek, is a non-profit that provides free legal advice and representation to low-income residents of the Los Angeles County. Goals and services of the program include offering educational workshops and offering COVID-19 recovery resources.

ATTACHMENTS: A. Proposed Amendment No. 1 to Contract No. 2020-42-CC
B. Contract No. 2020-42-CC

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-42-CC
COMMUNITY DEVELOPMENT BLOCK GRANT (CV) SUBRECIPIENT AGREEMENT
EXTENDING THE TERM OF THE AGREEMENT BETWEEN
THE CITY OF SOUTH GATE AND BET TZEDEK, INC.**

This Amendment No. 1 to Contract No. 2020-42-CC, Community Development Block Grant (CV) Subrecipient Agreement ("Amendment No. 1"), is made and entered into on June 8, 2021, and is effective as of that date, by and between the City of South Gate, a municipal corporation ("Grantee"), and Bet Tzedek, Inc., a 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 Grantee 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, on June 23, 2020, the City Council approved Contract No. 2020-42-CC with Subrecipient ("Agreement") to provide legal services advocacy to income-eligible small businesses including workshops, outreach and education, webinars and legal services, in an amount not to exceed Eighty Thousand Dollars (\$80,000), through and including June 30, 2021;

WHEREAS, the objectives of the 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, the Grantee has received guidance from HUD that cities have until June 30, 2022, to expend these CDBG-CV funds; and

WHEREAS, the City Council and Subrecipient desire to execute Amendment No. 1 to the Agreement extending the term of the Agreement through and including December 31, 2021, under the terms and conditions of the Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. TIME OF PERFORMANCE.** The Small Business Legal Advocacy Program to assist income-eligible small businesses in South Gate provided by Subrecipient shall extend through and including December 31, 2021.
- b. SCOPE OF WORK.** Grantee reserves the right to augment or reduce the scope of work as the Grantee deems necessary. All services provided by Subrecipient shall be approved by Grantee in advance in writing. 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 Grantee by Subrecipient along with a Request for Reimbursement, Invoice, and supporting documentation. A complete Monthly Performance Report must be received by the Grantee on 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, shall remain unchanged during the term of Amendment No. 1. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1.

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:

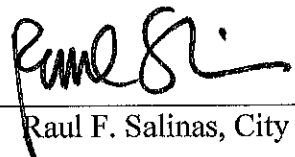
By: _____
Al Rios, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

BET TZEDEK, INC.:

By: _____
Diego Cartagena, President and CEO

Dated: _____

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is made and entered into on June 23, 2020, and retroactively effective as of June 9, 2020, by and between the City of South Gate, a municipal corporation ("Grantee") and Bet Tzedek, Inc., a domestic non-profit corporation, doing business as Bet Tzedek Legal Services ("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, 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";

WHEREAS, Subrecipient agrees to implement the Program in accordance with all the CDBG program requirements and any additional requirements imposed upon Subrecipient by Grantee; 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. Recitals

The above-referenced Recitals are incorporated into this Agreement.

B. Activities

The Subrecipient will provide services to income-eligible South Gate small businesses including outreach and education, workshops and webinars, and legal services. Legal services will include transactional services to income-eligible small business, excluding litigation. All services provided by Subrecipient shall be approved by Grantee in advance in writing.

C. 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.

D. Levels of Accomplishment

Total number of South Gate small businesses and residents to be served during Fiscal Year 2020/21: 140.

2. TIME OF PERFORMANCE

The program and/or services to be provided by Subrecipient hereunder shall commence retroactively to **June 9, 2020**, any expenditure incurred by Subrecipient prior to the date of commencement and execution of this Agreement by Grantee. Any expenditure refers to any costs incurred in providing the service described in the scope of work. 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 Thousand Dollars (\$80,000.00)** of Fiscal Year 2019-2020 and Fiscal Year 2020-2021 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. Subrecipient's compensation under this Agreement for administrative and personnel related expenses shall not exceed the sum of Sixteen Thousand Dollars (\$16,000) not including the sum of Forty Six Thousand Six Hundred and Six Dollars (\$46,606) for the purpose of providing legal services for South Gate small businesses and residents. The total of all such payments to Subrecipient for these expenses shall not exceed the sum of Sixty Two Thousand Six Hundred and Six Dollars (\$62,606) out of the total Eighty Thousand Dollars (\$80,000). For the purpose of this Agreement, Grantee shall disburse the CDBG funds as a reimbursement to Subrecipient and monitor Subrecipient's performance in satisfying the Scope of Services under the terms of 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 \$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. 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 (\$1,000) dollars; 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 (\$500) dollars 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 (\$500) dollars 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 in a way that preserves client confidentiality 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 \$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) days' 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 \$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 \$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 9, 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 \$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 (\$1,000,000) dollars.

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.

41. NOTICES

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

CITY OF SOUTH GATE:

Paul Adams, Interim Community Development Director
Community Development Department
8650 California Avenue
South Gate, CA 90280
Phone: (323) 563-9585
Fax: (323) 567-0725
E-Mail: padams@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:

Diego Cartagena, President
Bet Tzedek Legal Services
3250 Wilshire Blvd., 13th Floor
Los Angeles, CA 90010-1577
Phone: (323) 549-5812
E-Mail: dcartagena@bettzedek.org

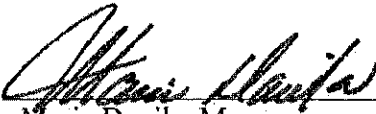
42. COUNTERPART EXECUTION

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 funds were previously approved at the duly noticed public hearing held on June 9, 2020, by the City Council of the City of South Gate. This Agreement is an acknowledgment of that selection and allocation of CDBG funds and subsequent responsibilities of the Subrecipient and Grantee.

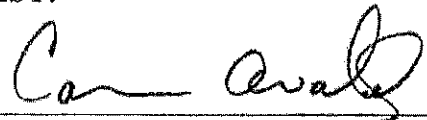
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

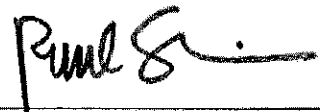
By: 
Maria Davila, Mayor

Dated: 4-7-2021


ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

BET TZEDEK LEGAL SERVICES:


By: _____
Diego Cartagena, President & CEO

Dated: March 24, 2021

RECEIVED

City of South Gate Item No. 6

CITY COUNCIL

JUN 2 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:50pm

AGENDA BILL

For the Regular Meeting of: June 8, 2021

Originating Department: Public Works

Department Director: _____

Arturo Cervantes

Interim City Manager: _____

Chris Jeffers

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 3451 WITH MERCHANTS BUILDING MAINTENANCE FOR CUSTODIAL AND MAINTENANCE SERVICES

PURPOSE: The Public Works Department provides custodial and maintenance services on certain City facilities through a contract with Merchants Building Maintenance. The contract includes additional sanitation services to comply with the City's COVID-19 safety measures. The contract term expires on June 30, 2021. The City Council is requested to approve an extension of the term of one year, through June 30, 2022, to provide for continuity in service under the current COVID-19 pandemic.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 2 to Contract No. 3451 with Merchants Building Maintenance extending the term one year, through June 30, 2022, to continue providing (i) Custodial and Maintenance Services for City facilities in an amount not to exceed \$236,866, and (ii) Temporary Additional Sanitation Services, required by COVID-19, on a month-to-month basis, for a not to exceed monthly amount of \$6,888, for up to 12 months; and
- b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: Amendment No. 2 is in the amount of \$319,522 and it is proposed to be funded as summarized below. The total revised contract amount inclusive of Contract No. 3451, Amendment No. 1 and Amendment No. 2 is \$1,095,445, as summarized below:

	General Fund	Lighting & Landscape Fund	Water Fund	Sewer Fund	COVID-19 Funds	Annual Total
Account No.	100-710-12-6702	251-714-25-6702	411-731-71-6702	412-732-52-6702		
Contract No. 3451	\$577,512	\$19,080	\$58,515	\$38,160		\$693,267
Amendment No. 1					\$82,656	\$82,656
Amendment No. 2						
Custodial and Maintenance	\$198,281	\$6,360	\$19,505	\$12,720		\$236,866
Temporary Additional Sanitation Services (COVID-19)	\$82,656					\$82,656
Total	\$858,449	\$25,440	\$78,020	\$50,880	\$82,656	\$1,095,445

ANALYSIS: Merchants Building Maintenance is under Contract No. 3451 and provides Custodial and Maintenance Services in the City Hall, Civic Center, City Corporate Yard and South Gate Police Department. The contract term is for three years, from July 1, 2018 through June 30, 2021. A Request for Proposal (RFP) for custodial and maintenance services would normally take place prior to the end of the contract term to service qualified providers to secure a new contract. However, in November 2019, the worldwide pandemic began with the spread Coronavirus Disease 2019 (COVID-19). The City has

followed guidelines by the Centers for Disease Control and Prevention (CDC), State of California, and Los Angeles County to preserve public health and safety that included additional sanitation and custodial services. The City as part of their response worked with Merchants Building Maintenance to establish and maintain essential services to abide by the established requirements and protocols. Those sanitation services included the addition of custodial personnel to clean and sanitize the touch points in the designated City facilities. Proposed Amendment No. 2 will ensure continuity of COVID-19 operational measures, in Fiscal Year 2021/22.

BACKGROUND: The City utilizes the services Merchants Building Maintenance under Contract No. 3451 for the upkeep of the City Hall, Museum/Civic Center, Police Department and Jail, and the Public Works Corporation Yard buildings. The contract includes additional sanitation services as a precautionary safety measure to the COVID-19 pandemic.

On June 26, 2018, the City Council awarded Contract No. 3451 to Merchants Building Maintenance, in the amount of \$231,089 annually, for a three-year term. On April 1, 2020, the City Manager administratively approved Amendment No. 1 to the contract to include Temporary Additional Sanitation Services, on a month-month basis, to comply with City's protocols addressing COVID-19. The monthly cost for services is \$6,888 per month, as required due to the City's COVID-19 procedures. Additional services included providing two employees, to conduct additional servicing of cleaning and sanitizing touch points at City Hall, Civic Center, Police Department and Public Works Yard, for a total of twelve additional hours of service daily.

Proposed Amendment No. 2 extends the contract 12 months, from July 1, 2021 to June 30, 2022, for a total amount of \$236,866. This provides for custodial and maintenance services for the mentioned City facilities. Amendment No. 2 also extends Temporary Additional Sanitation Services on a month-to-month basis, for up to 12 months, at a monthly rate of \$6,888, for a not to exceed annual amount of \$82,656. This provides for the additional sanitation services required during the COVID-19 pandemic. This service will be terminated upon the end of the pandemic.

The \$236,866 amount for custodial and maintenance services represents an increase of \$5,777 over the original annual service rate of \$231,089. The original annual rate was inclusive of minimum wage rates of \$11, \$12 and \$13 per hour, for Fiscal Years 2018/19, 2019/20 and 2020/21, respectively. The increase is attributed to the minimum wage increase to \$15 per hour, which will take effect on January 1, 2022. While the actual increase to the contract would be 7.1%, Merchants Building Maintenance will accommodate holding the increase to 5% from January 1, 2022 to September 30, 2022.

The \$6,888 monthly amount for Temporary Additional Sanitation Services is the original amount of the service offered under Amendment No. 1. Merchants Building Maintenance is offering the same rate despite the upcoming minimum wage increase. This service will be cancelled upon the ending of the COVID-19 pandemic.

Merchants Building Maintenance was selected for Contract No. 3451 under a competitive procurement process. An RFP was issued and four vendors were interviewed. The original service fees were negotiated and were competitive.

Merchants Building Maintenance services benefit the City. Merchants Building Maintenance has been the City's service provider since July 1, 2018, thus they are intimately familiar with the facilities they service and COVID-19 procedures. They provided services successfully within budget. Merchants Building Maintenance provides qualified staff, experienced with custodial and maintenance services.

- ATTACHMENTS:**
- A. Proposed Amendment No. 2 to Contract No. 3451
 - B. Amendment No. 1 to Contract No.3451
 - C. Contract No. 3451

OH:jm/lc

**AMENDMENT NO. 2 TO CONTRACT NO. 3451
FOR CUSTODIAL AND MAINTENANCE SERVICES BETWEEN
THE CITY OF SOUTH GATE AND MERCHANTS BUILDING MAINTENANCE COMPANY**

This Amendment No. 2 to Contract No. 3451 for Custodial and Maintenance Services ("Amendment No. 2"), is made and entered into on June 8, 2021, by and between the City of South Gate, a municipal corporation ("City"), and Merchants Building Maintenance Company, a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, June 26, 2018, the City Council approved Contract No. 3451 with Contractor ("Agreement") for Custodial and Maintenance Services for a three-year term through and including June 30, 2021, in the amount of Six Hundred Eighty Three Thousand Two Hundred Sixty Seven Dollars (\$693,267);

WHEREAS, on April 7, 2020, the City Manager, acting as the City's Director of Emergency Services, approved Amendment No. 1 to the Agreement, retroactively effective March 23, 2020, for Temporary Additional Sanitation Services ("Temporary Services") on a month-to-month basis, as a precautionary safety measure to COVID-19, in the amount of Six Thousand Eight Hundred Eighty Eight Dollars (\$6,888) per month, and Two Thousand Two Hundred Fifty Dollars (\$2,250) for services rendered in March 2020;

WHEREAS, the City and Contractor desire to execute Amendment No. 2 extending the term of the Agreement for (a) continued Custodial and Maintenance Services, for an additional twelve (12) months through and including June 30, 2022, in an amount not to exceed Two Hundred Thirty Six Thousand Eight Hundred Sixty Six Dollars (\$236,866), and (b) continued Temporary Services on a month-to-month basis, in an amount of Six Thousand Eight Hundred Eighty Eight Dollars (\$6,888) per month, for no more than twelve (12) months, for a total amount not to exceed Eighty Two Thousand Six Hundred and Fifty Six Dollars (\$82,656), which shall terminate upon thirty (30) days' notice from the City or upon the expiration of the twelve (12) month term, whichever occurs first; and

WHEREAS, no additional fees will be paid thereafter, and both services are identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement and Amendment No. 1, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to One Million Nine Hundred and Fifty Four Thousand Four Hundred and Forty Five (\$1,095,445).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. RECITALS.** The above recitals are contractual in nature and are incorporated herein by reference.
- b. TERM OF AGREEMENT.** The term of the Agreement shall be extended by twelve (12) months **through and including June 30, 2022**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

- c. **COMPENSATION.** The amount of compensation paid by City to Contractor for the work identified in Exhibit "A" shall not exceed **Three Hundred Nineteen Thousand Five Hundred Twenty Two Dollars (\$319,522).**

2. **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. 2 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:


By: _____
Al Rios, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**MERCHANTS BUILDING MAINTENANCE
COMPANY:**

By: _____
George Rodriguez, Branch Manager

Dated: _____

EXHIBIT A



Since 1961

February 18, 2021

Osie Harrell
City of South Gate
4244 Santa Ana Street
South Gate, CA 90280

Re: Extend of Agreement

Dear Mr. Harrell,

Thank you for allowing Merchants Building Maintenance the opportunity to extend the janitorial contract for an additional year. As you know, as of January 1st, 2022 the minimum wage will be increasing to \$15.00 per hour. That is a 7.1% increase. We are willing to accommodate the increase to 5%. This 5% increase will range from January 1, 2022 through June 30, 2022.

Extend for one year Contract No. 3451 – Agreement for Maintenance Services from July 1, 2021 through June 30, 2022. In addition, a month – month clause to run from July 1, 2022 through September 30, 2022.

Extend Amendment No1. To Contract 3451 – Temporary Additional Sanitation Services on a month to month from July 1, 2021 thru September 30, 2022.

Should you have any questions or require further information please feel free to give me a call at (714) 973-9272, Fax (714) 973-2124.

Sincerely,

George Rodriguez

A handwritten signature in cursive script that reads "George Rodriguez".

Branch Manager

Merchants Building Maintenance

Approved by _____ Date _____

 ORIGINAL

Amendment No. 1
Contract No. 3451

**AMENDMENT NO. 1 TO CONTRACT NO. 3451
FOR TEMPORARY ADDITIONAL SANITATION SERVICES BETWEEN
THE CITY OF SOUTH GATE AND MERCHANTS BUILDING MAINTENANCE**

This Amendment No. 1 to Contract No. 3451 for Temporary Additional Sanitation Services ("Amendment No. 1"), is made and entered into on April 1, 2020, and retroactively effective as of March 23, 2020, by and between the City of South Gate, California a municipal corporation ("City"), and Merchants Building Maintenance ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on June 26, 2018, the City Council approved Contract No. 3451 with Merchants Building Maintenance ("Agreement") for Custodial and Maintenance Services, for a three year term, in an amount not to exceed \$231,089 annually; and

WHEREAS, due to the worldwide pandemic spread of the Coronavirus 2019 ("COVID-19"), on March 18, 2020, the City Manager in his role as the Director of Emergency Services, proclaimed the existence of a local emergency within the City pursuant to Chapter 7.14.060(a) of the South Gate Municipal Code to ensure authority to take measures necessary to protect and preserve public health and safety, including seeking aid from state and federal authorities as necessary; and

WHEREAS, as a precautionary safety measure to COVID-19, City desires Contractor to perform temporary additional sanitation services that include the addition of personnel to clean and sanitize the touch points in the South Gate Police Department, City Hall-Civic Center and the City Corporate Yard; and

WHEREAS, City and Contractor desire to execute Amendment No. 1 expanding the scope of work to include temporary additional sanitation services retroactively to March 23, 2020, on a month-to-month basis, until further notice, under the terms and conditions of the Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.**
Contractor shall expand its services to the City as identified in its letter proposal dated March 19, 2020, attached hereto as Exhibit "A" and made part of this Amendment No. 1.
2. **COMPENSATION.**
The amount of compensation paid by City to Contractor for the work identified in Exhibit "A" shall not exceed the sum of Six Thousand Eight Hundred Eighty-Eight Dollars (\$6,888) per month. In addition, Contractor will be paid a sum not to exceed \$2,250 for services rendered in March 2020.

3. EFFECT OF AMENDMENTS.

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

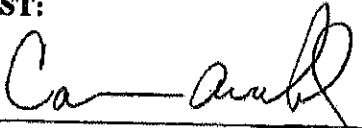
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 1 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:


By: 
Michael Flad, City Manager

Dated: 4-7-20

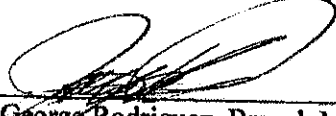
ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Paul F. Salinas, City Attorney

MERCHANTS BUILDING MAINTENANCE:

By: 
George Rodriguez, Branch Manager

Dated: 4.7.20

Exhibit A



Since 1961

March 19, 2020

Osie Harrell
City of South Gate
4244 Santa Ana Street
South Gate, CA 90280

Re: Additional Personnel

Dear Mr. Harrell,

Thank you for allowing Merchants Building Maintenance the opportunity to supply the following proposal, for additional personnel to clean sanitize the touch points in the Police Department, City Hall-Civic Center, and the Corporate Yard. The monthly price will be:

- Police Department 4 hours daily, 5 days per week - \$2,296.00
- City Hall-Civic Center 4 hours daily, 5 days per week - \$2,296.00
- Corporate Yard 4 hours daily, 5 days per week - \$2,296.00

Should you have any questions or require further information please feel free to give me a call at (714) 973-9272, Fax (714) 973-2124.

Sincerely,

George Rodriguez
George Rodriguez

Branch Manager
Merchants Building Maintenance

Approved by _____ Date _____

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES (this "Agreement") is entered into as of June 26, 2018 by and between the City of South Gate, a Municipal corporation (the "City") and Merchants Building Maintenance, a ("Contractor"), with reference to the following facts:

RECITALS

A. City is the owner of certain facilities more particularly identified in this Agreement below and in the Exhibits attached hereto.

B. Contractor has represented and does hereby represent to the City that Contractor has the requisite skills, knowledge, qualifications, manpower and expertise to maintain those facilities, and Contractor does hereby offer to perform maintenance services with respect thereto, as more particularly identified below in this Agreement and in the Exhibits attached hereto.

C. The City is willing to accept that offer, subject to the terms and conditions of this Agreement.

Now, therefore, the City and Contractor hereby agree as follows:

AGREEMENT

1. **Engagement and Scope of Work.** The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the maintenance services ("Work") identified on Exhibit "A" hereto. The locations at which such Work is to be performed ("City Facilities") are also identified on Exhibit "A" hereto. The Work shall include all the terms and conditions of Contractor's proposal dated May 21, 2018 ("Proposal"), which shall be attached as part of Exhibit "B" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

2. **Compensation Payable by City to Contractor.** The maximum amount of compensation to be paid to Contractor hereunder shall not exceed Six Hundred Ninety Three Thousand Two Hundred Sixty Seven Dollars (\$693,267), which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal attached hereto as Exhibit "B". Except as may be specifically set forth in Exhibit "B", or approved by the City on a case-by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in Exhibit "B", on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If, after review by the City, the Work is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable Work. If

Contractor fails to correct unacceptable Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work. Subject to the City's right to reject all or any part of the charges set forth in such invoice as provided herein, the City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

3. **Term of Agreement.** The term of this Agreement ("Term") shall commence on July 1, 2018, and shall terminate on June 30, 2021, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13.2 below. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.

4. **Commencement of the Work.** The execution and delivery of this Agreement by the City and Contractor does not constitute an authorization for Contractor to proceed with the Work. Contractor shall commence performance of the Work within seven (7) days after the City issues to Contractor a written notice, signed by the City's Director of Public Works ("Director"), instructing Contractor to proceed with the Work. Contractor represents and warrants to the City that Contractor will be able to commence the Work within that time in compliance with all requirements of this Agreement, including without limitation those set forth in Sections 6, 7 and 8 below.

5. **Inspection of Work.** The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor's conformance to the terms of this Agreement, pursuant to the City's established review and approval procedures as the same may be amended from time to time. Without limiting the City's rights under Section 2 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.

6. **South Gate Business License.** Without limiting the generality of Section 8 below, Contractor shall obtain a City of South Gate business license before performing any Work under this Agreement.

7. **Contractor Must Pay Prevailing Wages to its Employees.** This Agreement is a maintenance contract. As such, pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor's performance hereunder is subject to Contractor's compliance with prevailing wage rate payment requirements under California Labor Code § 1771. Contractor must pay "prevailing wages" to all personnel employed by Contractor who perform any portion of the Work. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations' web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is Contractor's responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this

Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

8. **Performance Standards and Requirements.** Contractor shall perform and complete the Work promptly, diligently, and in a manner satisfactory to the City. Contractor shall furnish all equipment, tools, materials, labor and other services necessary to fully and adequately perform the Work, and shall pay all applicable fees and expenses associated therewith. Contractor and its subcontractors shall perform all acts required to complete the Work under this Agreement (i) in a skillful and workmanlike manner, (ii) consistent with the standards generally recognized as being employed by other maintenance companies in the State of California, and (iii) in accordance with all federal state and local laws, regulations and ordinances applicable to the operation of Contractor's business and to its performance of the Work under this Agreement. Contractor warrants that (a) all of its employees and subcontractors shall have sufficient skills and experience to perform those portions of the Work assigned to them, (b) they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and (c) such licenses, permits, qualifications and approvals shall be maintained throughout the Term of this Agreement.

9. **Independent Contractor.** In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to

Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

10. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor 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. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, the City shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section 10. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.

11. **Contractor's Representations and Warranties.** In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

11.1 **Familiarity with Work.** Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how that Work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the Work under this Agreement.

11.2 **Site Inspection.** Contractor has visited each of the City Facilities where the Work is to be performed and is fully acquainted with the conditions existing at such sites.

11.3 **No Solicitation.** Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

11.4 **No Fees, Commissions, Gifts or Other Consideration.** Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

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

11.6 **No Conflict of Interest by Contractor.** Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

12. **Non-Exclusivity.** The City does not warrant to contract-exclusivity with a single contractor to perform the type of maintenance services which Contractor is performing under this Agreement. As such, Contractor may not be the only company providing maintenance services to the City. The City reserves the right to enter into similar contracts with third parties for maintenance services in areas of the City other than the City Facilities identified in Exhibit "A" which are the subject of this Agreement.

13. **No Assignment.** Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to the City in connection with any formal bid documents submitted by Contractor to the City in connection with the City's award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor's such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to the City's prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind the City and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

14. **Public Employees Retirement System.** Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to – and each hereby agrees to waive any claims to – any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits. Without limiting the generality of Section 19 below, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by

PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall indemnify, defend (using counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

15. **Insurance.** During the Term of this Agreement, Contractor shall at its expense maintain in full force and effect policies of insurance as required by Sections 15.2, 15.3 and 15.4 below and also, if required by the City, policies of insurance as required by Section 15.1 below:

15.1 **Property Damage/Casualty Insurance.** Depending on the nature of the City Facilities which are the subject of this Agreement, the City may require a policy or policies of insurance covering loss or damage thereto, in amounts deemed necessary by the City to cover the full replacement cost of those City Facilities. Said insurance shall provide protection against all perils typically included within the classifications of "all-risk", "fire legal liability", and "personal injury" insurance.

15.2 **Liability Insurance.** Liability, bodily injury, personal injury and property damage insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate, insuring against any and all liability of the insured with respect to the Contractor's performance of (or failure to perform) its obligations under this Agreement. Each such policy shall be in the form of an Insurance Services Office ("ISO") Commercial General Liability Insurance policy, an ISO Comprehensive General Liability Insurance policy with Broad Form General Liability endorsement, or in any similar, commercially reasonable form. Without limiting the scope of coverage to be provided thereby, all such insurance shall specifically insure Contractor's performance of the indemnity provisions contained in Section 19 below as to liability for injury to or death of persons and injury or damage to property.

15.3 **Worker's Compensation Insurance.** Workers' Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City.

15.4 **Automobile Liability Insurance.** Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability: (a) Primary Bodily Injury with limits of at least \$1,000,000 per person, \$2,000,000 per occurrence, and (b) Primary Property Damage of at least \$1,000,000 per occurrence.

15.5 **Qualifications of Insurers.** Each policy shall be issued by an insurance company having a "Best's Rating" of at least A and having a "Financial Size Categories" rating of at least VIII in the most current edition of "Best's Insurance Reports" issued by A.M. Best Company. In addition, each policy shall be issued by an "admitted" insurance company (*i.e.*, one that is qualified and licensed to do business in the State of California).

15.6 **City to be Named as Additional Insured Party.** All policies (other than worker's compensation insurance policies) must include an Additional Insured Endorsement

(CG 20 10 11 85) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City's and its agent's interests under this Agreement.

15.7 **Primary Insurance.** Insurance obtained pursuant to this Section 15 shall be primary insurance, and other insurance (if any) maintained by the City shall be excess of Contractor's insurance and shall not contribute with the insurance required hereunder.

15.8 **Blanket Policies.** Any or all policies to be obtained by Contractor hereunder may, at Contractor's option, be provided under a separate policy covering only the items and matters to be insured under this Agreement, or included in one or more blanket policies covering not only those items and matters but also additional property and matters owned or otherwise insured by Contractor. All such combined or blanket policies must, however, comply with each and every provision of this Section 15.

15.9 **Restrictions on Cancellation and Reduction.** Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give the City at least thirty (30) days' written notice prior to the effective date of (a) any cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.

15.10 **Waivers of Subrogation.** The parties release each other from any claims for damage to any person or property, and to the fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Contractor and in force at the time of any such damage. Furthermore, each insurance policy obtained hereunder shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

15.11 **Verification of Coverage.** Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf, and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work relative to the Improvements until all evidences of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.

15.12 **Form of Policies.** All insurance policies required hereunder shall be in a form acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.

15.13 **Policy Limits Do Not Limit Contractor's Liability.** The minimum limits of policies of insurance required of Contractor under this Agreement shall in no event limit Contractor's liability under this Agreement.

16. **Termination for Convenience.** The City may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor (the "Termination Notice") that specifies a termination date (the "Early Termination Date") at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to the City in writing and take all steps necessary to cease all Work in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any Work performed after the Early Termination Date that is reasonably necessary to terminate the Work in an orderly manner must be specifically authorized in writing by the Director prior to its performance and prior to the Early Termination Date. Upon termination by the City, Contractor shall be paid or reimbursed for all Work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City's early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation Specified in Section 2 above.

17. **Notice of Default and Termination for Cause.** If the City delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default ("Default Notice"), and if such default remains uncured within ten (10) days following the City's delivery of the Default Notice, then the City may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, the City shall pay Contractor an amount equal to the value of the Work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that the City retains all rights to recover damages incurred by the City as a result of Contractor's default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in Section 18 below. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, the City may procure, upon such terms and in such manner as the City deems appropriate, maintenance services similar to those terminated hereunder. If, after notice of termination of this Agreement under the provisions of this Section 17, the City determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to Section 16 above.

18. **City's Remedies for Contractor's Failure to Perform.** Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:

18.1 **Forfeiture of Bond/Negotiation of Security.** The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor's obligations, and may further cause to be negotiated any instrument of credit

deposited with and assigned to the City in such amount as may be required to complete the Improvement work.

18.2 **Performance by City at Contractor's Expense.** Upon Contractor's default, the City may make written demand upon Contractor, or Contractor's surety (if any), or both, to immediately remedy the default and complete the Work. If the required Work is not substantially commenced within ten (10) days after the City's delivery of that written demand, or if it is not thereafter diligently prosecuted to a completion acceptable to the City within the timeframe set forth in the City's written demand, then without limiting any other remedy available to the City, the City may complete (or arrange for the completion of) all remaining Work and/or conduct such other remedial activity as in its sole and absolute discretion it believes is necessary or advisable. All such Work or remedial activity shall be at the sole and absolute expense and obligation of Contractor (and its surety, if any) without the necessity of giving any further notice to Contractor or its surety. The City's right to take such actions shall in no way be limited by the fact that the Contractor or its surety may have commenced or completed any of the required Work at the time of the City's demand for performance. If the City elects to complete (or arrange for completion of) the remaining Work, then the City may require all Work by the Contractor and/or its surety to cease in order to permit adequate coordination and completion by the City or its designee of the remaining Work.

18.3 **Issuance of Cease and Desist Order.** The City may issue a cease and desist order by delivering written notice to Contractor demanding that Contractor immediately discontinue any actions specified in that written notice. Contractor agrees to immediately comply with any such cease and desist order.

18.4 **Injunctive Relief.** The City shall have the right to apply for and obtain temporary and/or permanent injunctive relief or other equitable relief from a court of competent jurisdiction to enforce its rights and Contractor's obligations created by this Agreement, including without limitation relief in the form of a temporary restraining order and/or permanent injunction restraining Contractor from committing or continuing to commit any breach or threatened breach of this Agreement. The City shall have the right to seek such relief without showing or proving any actual damage sustained by the City, and without posting bond or other security. In connection with the City's right to apply for the injunctive relief which is the subject of this Section 18.4, Contractor hereby acknowledges that Contractor's breach of its obligations hereunder will cause irreparable harm and injury to the City if such breach continues unabated following the City's request for injunctive relief.

18.5 **Other Relief.** The City may seek any other remedies or relief, and take any other actions, available to the City under this Agreement, at law, or in equity.

19. **Indemnification and Defense.** Contractor and its sureties (if any) shall indemnify, hold harmless and defend (using counsel acceptable to the City) the City and its officers, managers, directors, agents and employees from and against all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including without limitation reasonable attorney's fees, arising out of or attributable to Contractor's performance or failure to perform its obligations under this Agreement.

20. **Miscellaneous.**

20.1 **Notices.** All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To the City:
City of South Gate
8650 California Avenue
South Gate, California 90280
Attention: Arturo Cervantes,
Director of Public Works
Telephone No.: (323) 563-9512
Fax No.: (323) 563-9572
E-mail: acervantes@sogate.org

City of South Gate
8650 California Avenue
South Gate, California 90280
Attention: Carmen Avalos
City Clerk
Telephone No.: (323) 563-9511
Fax No.: (323) 563-5411
E-mail: cavalos@sogate.org

To Contractor:

Merchants Building Maintenance
1639 E. Edinger Avenue, Bldg. C
Santa Ana, California 92705
Attn: George Rodriguez
Branch Manager
Telephone No.: (714) 973 9272
Fax No.: (714) 973 2124
E-mail: georger@mbmonline.com

With a copy (which shall not constitute notice)
to:
Raul Salinas, Esq.
Craig D. Hardwick, Esq.
Alvarado Smith
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Fax No.: (714) 852-6899
E-mail: CHardwick@AlvaradoSmith.com

20.2 **Time.** Time is of the essence of every provision contained in this Agreement.

20.3 **Incorporation of Recitals and Exhibits.** All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

20.4 **Successors and Assigns.** Without limiting the generality of Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

20.5 **Force Majeure.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.

20.6 **Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

20.7 **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

20.8 **Consent to Jurisdiction and Service of Process.** All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

20.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

20.10 **Entire Agreement.** This Agreement, the Plans and Specifications, and the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties and supersede any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

20.11 **Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

20.12 **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

20.13 **Further Assurances.** Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

20.14 **No Waiver.** Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

20.15 **Rights and Remedies.** No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

20.16 **Joint and Several Liability.** If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

20.17 **No Third-Party Beneficiaries.** The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.

20.18 **Patriot Act Compliance.** Contractor represents, warrants and covenants that neither Contractor nor any of its shareholders, officers, directors, members, managers or partners (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is

listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18.U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

[Remainder of page left blank intentionally]

Contract No. _____

20.19 City Council Approval Required for Effectiveness of Agreement.

Notwithstanding any earlier execution of this Agreement by any officer, employee or representative of the City, this Agreement shall not be binding upon or enforceable against the City unless and until it has been approved or ratified by the City Council of the City at a public meeting noticed and conducted in accordance with applicable provisions of the California Government Code.

"City"

**The City of South Gate,
a California public body**

By: _____




María Belén Bernal, Mayor

Dated: _____, 201__

"Contractor"

**Merchants Building Maintenance
a California Corporation**

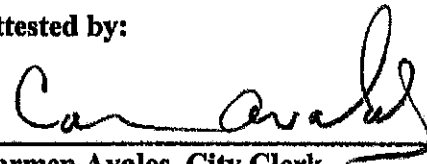
By: _____



**Name: George Rodriguez
Title: Branch Manager**

Dated: 7.6, 2018


Attested by:



Carmen Avalos, City Clerk

Dated: _____, 201__

Approved as to Form:



Raul F. Salinas, City Attorney

Contract No. _____

Exhibit "A"

Scope of Work

The types and frequencies of the maintenance work to be performed by Contractor, and the locations of the City-owned facilities at which such work is to be performed, are set forth in detail on the pages which are attached following this Exhibit "A" cover page.

Contract No. _____

Exhibit "B"
Cost Proposal

A detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal which is attached following this Exhibit "B" cover page.

EXHIBIT A

SCOPE OF WORK

CUSTODIAL AND MAINTENANCE SERVICES CONTRACT

SCOPE OF WORK

The City of South Gate is requesting proposals from qualified Contractors to provide complete professional janitorial services at various city facilities. The intent and purpose of this RFP is to define the janitorial services requirements for various facilities owned and operated by the City of South Gate that are included in the RFP. The objectives of the City are to secure a timely, consistent, and cost effective janitorial contract from one Service Provider, to ensure clean and safe office facilities for employees and customers doing business with the City.

Section - 1 Facilities to be Serviced - Locations, Approximate Square Footage, Frequency

FACILITY	LOCATION	APPROX SQ FOOTAGE	FREQUENCY
City Hall	8650 California Avenue	26,576	5 days/week Mon-Fri
Civic Center – Human Resources	8680 California Avenue	8,123	5 days/week Mon-Fri
Police Department	8620 California Avenue	54,340	7 days/week Sun-Sat
Police Department (Jail)	8620 California Avenue	-	7 days/week Sun-Sat
Police Department	4244 Santa Ana Street	10,000	7 days/week Sun-Sat
Public Works Corporation Yard	4244 Santa Ana Street	37,750	6 days/week Sun-Fri

Section - 2 Scope of Services

The Contractor shall be responsible for maintaining South Gate’s owned facilities to the highest standards suitable for public use. Services shall include, but are not limited to the following:

Facilities Tasks	Daily	Weekly	Monthly	Semi-annually
Buff sealed concrete floors coated with floor finish or floor wax			X	
Clean doorknobs, push-plates, and kick -plates	X			
Clean sinks, counters, and replenish paper towels	X			

Completely vacuum carpeted areas, moving furniture and rearranging as needed		X		
Frequency	Daily	Weekly	Monthly	Semi-annually
Dust Blinds			X	
Dust horizontal furniture surfaces,	X			
Dust Vertical furniture surfaces, wall vents, and vertical wall trim		X		
Dust window ledges, sills, displays, and decorations		X		
Dust-mop smooth floors	X			
Empty waste receptacles. Damp-wipe soiled receptacles. Replace plastic liners when soiled	X			
High dusting, corners, and ledges			X	
Remove Cobwebs			X	
Shampoo carpeted areas				X
Spray-buff hard floor surfaces using a floor machine with brush or pad, and dust mop floor			X	
Spot-clean carpets	X			
Spot-clean glass in doors and partitions and on the inside of windows to remove smudges	X			
Spot-clean walls, doors, and ledges	X			
Sweep rough wood or concrete floors	X			
Thoroughly mop smooth flooring surfaces with a mild sanitizing solution	X			
Vacuum the traffic patterns on any carpets and check for spot-cleaning	X			
Vacuum the whole carpet, moving small chairs/furniture		X		

Note: Vendor will be requested to move furniture for special events.

Special cleaning projects will be required during City closures or special events. Tasks will include:

- Floor care - strip and wax all tile floors
- Polish furniture
- Wash blinds

- Wash interior and exterior windows
- Deep clean all carpet and walk-off mats
- Wash walls, and waste receptacles
- Vacuum and shampoo upholstered furniture
- Clean and wash lighting and mechanical diffusers
- Clean and sanitize work stations

Rest Room Tasks	Daily	Weekly	Monthly	Semi-annually
Check and refill dispensers	X			
Check ceilings for cobwebs	X			
Check to be sure plumbing is operational with no stoppages or leaks	X			
Clean and disinfect any spillage or soiled spots on floor	X			
Clean base of toilets	X			
Clean doorknobs, push plates, and kick plates		X		
Damp-wipe partitions with disinfectant		X		
Damp-wipe vertical surfaces with a mild sanitizing disinfectant	X			
De-lime urinals		X		
Dust ledges, vents, partitions, and light fixtures above sinks.		X		
Empty rest room trash receptacles	X			
Polish mirrors, bright work.	X			
Remove graffiti	X			
Spot-clean soiled basins, toilet seats, or any other fixtures or partitions	X			
Spot-clean walls	X			
Sweep and sanitize floors, disinfect plumbing fixtures including basins, bowls, urinals, inside and outside, shower nozzles, and lavatory and shower faucets.	X			
Thoroughly sanitize rest rooms		X		

Offices, lounges, and conference rooms.	Daily	Weekly	Monthly	Semi-annually
Check ceilings for cobwebs	X			
Clean doorknobs, push-plates, and kick-plates	X			
Clean telephones with a mild sanitizing disinfectant	X			
Completely vacuum carpeted areas,		X		

Exhibit A 4

walk-off mats				
Dust clear areas of furniture tops, shelves, sills and ledges	X			
Dust vertical furniture surfaces, wall vents, and vertical wall trim		X		
Dust-mop smooth floors, sweep wooden or concrete floors	X			
Empty waste receptacles and damp-wipe them, replace liners	X			
Spot-clean glass in doors and partitions, wipe-dry	X			
Spot-mop uncarpeted floors to remove heavy soil	X			
Vacuum traffic patterns on carpeted floors	X			
Wipe baseboards		X		

Clean any sinks or other rest room fixtures in the offices (see rest room schedule above)

Note: Contractor will be asked to rearrange furniture to meet conference/meeting needs.

Entrances, lobbies, and hallways (common areas)	Daily	Weekly	Monthly	Semi-annually
Buffing with floor machine brush or pad, spay-buff resilient tile and terrazzo floors.		X		
Check ceiling for cobwebs	X			
Clean and sanitize water fountains	X			
Clean brass doorknobs, rails, push-plates, kick-plates and other pieces of brass trim	X			
Clean entrance-way glass	X			
Clean smudges and soil from glass partitions and doors	X			
Clean telephones with a mild sanitizing disinfectant		X		
Completely damp-mop ceramic, concrete, terrazzo and resilient tile floors.	X			
Completely vacuum carpeted areas, walk-off mats	X			
Damp-wipe soiled waste receptacles	X			
Dust vertical furniture surfaces, wall vents, and vertical wall trim		X		
Dust windowsills, ledges, and furniture tops		X		
Dust-mop floors	X			
Empty waste from receptacles	X			

Replace Plastic liners	X			
Shampoo carpeted areas				X
Spot-mop floors	X			
Spot-clean smudges on walls, door facings and doors	X			
Spray-buff smooth floor surfaces using a floor machine with brush or pad, and dust-mop floor as necessary			X	
Vacuum any carpets or mats and check carpets for spot-cleaning	X			
Wipe Baseboards clean and safe.			X	

Matting runners are to be kept clean and dry at entrances and all items that have been dropped on floors removed immediately.

Lunchrooms	Daily	Weekly	Monthly	Semi-annually
Clean tables and chairs during times of operation	DP			
Clean and sanitize drinking fountains	X			
Clean doorknobs, push-plates, and kick - plates	X			
Clean glass partitions and doors.	X			
Damp-wipe baseboards			X	
Damp-wipe tabletops and chairs with mild germicidal disinfectant		X		
Damp-wipe vertical surfaces within 6 feet of ground level with mild sanitizing disinfectant		X		
Empty waste receptacles.	X			
Machine scrub floors with germicidal disinfectant	X			
Scrub spots where soil is heavy	X			
Spot-clean walls and ceilings, and arrange furniture	X			
Spray-buff resilient flooring surfaces coated with floor finish wax		X		
Sweep and damp-mop floors	X			
Sweep & spot-mop spills & remove major pieces of litter from the floor.	X			
Vacuum carpeted areas thoroughly	X			
Wash and sanitize metal partitions		X		
Gyms, locker rooms, dressing areas	Daily	Weekly	Monthly	Semi-annually

Clean shower heads, handles, and other washroom hardware using a mild germicidal disinfectant	X			
Damp-clean benches and furniture	X			
Dust and spot mop floor	X			
Empty and clean waste receptacles, replace can liners	X			
High dust horizontal surfaces			X	
Showers- Remove pieces of soap and clean drain		X		
Showers- Wet-mop floors with germicidal solution	X			
Showers- Wipe down walls with germicidal solution		X		
Spot-clean walls, furniture and lockers	X			
Clean baseboards			X	
Thoroughly mop under moveable gym seats		X		
Thoroughly vacuum floor areas	X			
Stairways				
	Daily	Weekly	Monthly	Semi-annually
Completely damp-mop treads		X		
Dust-mop, dust handrails and any windowsills or ledges	X			
Spot-Clean walls	X			
Spot-mop treads that are heavily soiled	X			
Vacuum carpets and spot-clean as necessary	X			
Wash handrails and sanitize		X		
Wipe railings with mild germicidal disinfectant		X		
Outside Areas				
	Daily	Weekly	Monthly	Semi-annually
Check walkways and clear of debris	X			
Empty waste receptacles and replace plastic liners	X			
Remove cobwebs and debris from overhangs and walls			X	
Remove obvious debris from entrance areas	X			
Custodial closets				
	Daily	Weekly	Monthly	Semi-annually
Damp-mop tile floors		X		
Remove trash and debris	X			

Exhibit A 7

Sweep hard surface floor areas	X			
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Section - 3 Description of Supplementary Work

On a regular basis, to be agreed upon and between the General Maintenance Superintendent and the Contractor, may be required to do the following:

- Scrub and rinse wood and vinyl floors
- Spot clean all carpets to remove stains
- Wash windows
- Clean vents and screens
- Wax furniture
- Vacuum upholstery
- Clean window treatments (i.e., mini blinds)
- Detail kitchens and appliances
- Strip and resurface tile, wood and linoleum floors
- Shampoo or steam clean carpets
- Shampoo upholstery
- Wipe down or wash walls
- Miscellaneous custodial services

These activities will be scheduled into the Contractor's daily schedule as needed.

Section - 4 Janitorial and Building Maintenance Services for South Gate Jail

The following cleaning instructions are designed for the purpose of managing maintenance and cleaning duties providing by the cleaning service in order to maintain a safe and clean environment for South Gate personnel exposed to the jail environment and inmates while in the custody of South Gate jail.

Cleaning service personnel must be trained and equipped to handle and clean any bio-hazard material such as blood, urine, saliva, vomit, mad or feces, and properly dispose of such waste upon removal from the jail facility.

There are the required cleaning and maintenance that must be provided and maintained by the cleaning service seven days of the week since South Gate jail is 24 hr custody facility. The following cleaning details must be provided by the cleaning service during anytime of the day with the coordination of the on duty jailer, watch commander, jail manager, or administration representative. It is preferred cleaning is conducted during the early morning (9am on forward) due to the limited lighting in the jail and lighter occupancy of inmates.

Daily Duties:

1. Sweep and mop the jail floors transited by jail personnel and inmates. This includes the jail intake rooms, jail hallways, and jail cells that have been used. The mopping of

common areas listed above will be done with one particular color of mop and bucket in order to distinguish and separate mops and water used that are used for common areas and personnel areas such as the jail office and kitchen.

2. Sweep and mop the jail office and kitchen area with a separate color mop and bucket than the one used in jail cells and common areas.
2. Clean and empty out all trash from jail cells and jail trash cans.
3. Clean and disinfect (with a spray) each mattress in jail cell that has been used by inmates and place the mattresses on their side in order to allow the mattress to dry. This also allows staff to observe the jail cell has been clean and is ready to be used.
4. Clean and disinfect (company's choice) toilets and drinking faucets which have been used in each jail cell.
5. Wipe down and remove all food items or particles from bunk beds and jail cell floors.
6. Clean and disinfect (company's choice) jail office toilet, sink, with mopping of the floor and emptying the trash from the jail office restroom with a different color mop and bucket.

Monthly Duties:

1. Provide a dedicated maintenance schedule of detail cleaning which includes the following duties.
2. Detail cleaning of jail cell bunks, toilets, sinks, walls, floors, and doors in order to clean all of the crevices which hold dirt, grime, and other bacteria. This can be done in sections and with the supervision of the on duty watch commander/ jailer in order to manage movement of the inmates in order to accommodate such cleaning. Toilets and sinks must be serviced with some type of solvent or cleaner to help manage water line deposits and corrosion.
3. Detail cleaning of men's and female jail showers in order to clean and manage soap scum build up and mold.
4. Detail cleaning of the jail kitchen sink, oven, and refrigerator.
5. Detail cleaning of the jail office counters and work stations.

Yearly Duties:

Twice a year, all of the jail cells, including female cells, must be pressured washed which includes the interior of the cells, bars, doors, floors, and walls of the jail. Jail fans must be cleaned and jail phones must be covered with plastic in order to protect them from water damage. After pressure washing the jail, proper ventilation and drying must be managed in order to return the jail cells back to fully operational level. This duty must be coordinated and planned through the on duty watch commander/ jailer or designated jail manager.

Cleaning Equipment and Safety Gear:

Cleaning service personnel must be properly equipped with 2 different color coordinated cleaning equipment (for jail/common areas and for jail kitchen/office area). Cleaning service personnel must provide their own cleaning supplies and equipment in order to achieve the above listed cleaning duties. This includes longer poles for hard to reach areas, effective scrub brushes, and cleaning solvents in order to complete the task. Cleaning service personnel must also have 2 sets of different color gloves (one color while cleaning jail

cells and common areas, and one color while cleaning jail kitchen and jail office area). This is mandated by the State of California in order to prevent the spreading of germs and bacteria from jail cells and inmates, to the jail kitchen or jail personnel through cleaning supplies. If only one color is used for cleaning gloves then they must change gloves when transitioning cleaning duties from jail cell areas to kitchen or office area. Cleaning solvents and labeling must be provided by cleaning service for jail inspections.

Section - 5 Janitorial and Building Maintenance Services for South Gate Police Department Narcotic Division

Clean once every other week and preferably to schedule it early mornings perhaps on a Tuesday or Wednesday. City will provide cleaning personnel access to the building.

1. Dust desks, chairs and office furniture with specially treated dust cloths.
2. Empty all waste and recyclable containers.
3. Vacuum
4. Clean restrooms
5. Wipe down desks, counters and table in the conference room, dust all reachable areas.

Section - 6 Work Hours

Work hours for the day porter are anticipated to be eight-hours days – roughly 6:00 a.m. through 3:00 p.m. Monday through Thursday (Police Department, City Hall, Civic Center) and roughly 6:00 a.m. through 3:00 p.m. Friday through Sunday (Police Department). Work hours for night crews are anticipated to be between 6:00 p.m. and 6:00 a.m. Monday through Friday. Cleaning at the Police Department will be performed during a special timeline delineated by the Department. The start times for each of the above custodial activities will vary by scheduled building use. At times when the Contractor is not performing building custodial duties, time will be spent as directed by the Maintenance Supervisor or his/her designee. The Contractor shall adjust the work schedule to accommodate evening meetings or late work. If an emergency arises, the Contractor may be called to furnish services at hours and days outside the normal working schedule. Such work shall be agreed upon as an extra work item. Appendix C shows a sample typical weekly schedule for the activities required.

The Contractor is responsible for providing these services five days a week, 52 weeks per year, with the exception of the City holidays, as listed in this RFP.

Section - 7 Workmanship and Quality Level

All work shall be performed by experienced custodial technicians directly employed and supervised by the Contractor. The Contractor shall be responsible for the skills, methods and actions of his/her employees.

On a monthly basis, the Maintenance Supervisor or his/her designee shall arrange a walk

through to check all facilities with the Contractor. Any discrepancies observed shall be corrected by the Contractor within an eight (8) hour period.

The Contractor shall cooperate with the representative authorized by the City to enable him/her to determine the Contractor's conformity with these specifications and the adequacy of the work being performed. The Contractor shall give his/her personal supervision to the work and be available for consultation with the Maintenance Supervisor or his/her designee.

Keys, and security fobs, and security codes issued from the CITY OF SOUTH GATE shall not be shared, reproduced or loaned to other parties. At termination of this contract, all keys and fobs issued by the City will be returned immediately before final payment of this contract is approved.

Section - 8 Quality of Employees

The City requires employees of the highest customer service and moral standards. The Contractor must be able to communicate effectively in English both orally and in writing. The City reserves the right to prohibit individuals not meeting these standards from performing services under the contract.

The Contractor is to perform services described in this proposal to no less than the standards set forth by the City. The Contractor must have excellent interpersonal skills, as the work will require them to work without City staff oversight, and will require dealing with the public at all times. The user's impression of the CITY OF SOUTH GATE will be based on the Contractor's attitude and ability. Some of the user groups can be extremely challenging and will require extra care and handling.

Exhibit A-1

CUSTODIAL AND MAINTENANCE SERVICES CONTRACT

Sample Weekly Schedule for Day Porter

Daily Services

- 0600 **Open City Hall**
- Disarm main facility
 - Turn on lights in main lobby area, east wing area and restrooms
 - Unlock pedestrian doors in underground parking area and top of stairs leading into main City Hall lobby
 - Setup flags
 - Check restrooms
- 0700 **Day Porter to check the following areas and clean as needed:**
- Lobby, entrances, front counter window area
 - Administration Conference Room and Hallway
 - Detective Bureau Conference Room
 - All restrooms make sure they are stocked and clean.
 - Report Writing Room
 - Break Rooms
 - Basement including but not limited to briefing room, wipe down tables if needed and locker rooms.
 - Maintain all carpeted areas free of spots and litter.
 - Sweep all hard surface floors with specifically treated dust mops.
- 1000-1200 **Jail Cleaning – Refer to Scope of Work Section 4**
- 1200-1230 **City Hall and Civic Center/Museum**
- Check restrooms to make areas are stocked and clean
 - Check and fill dispensers as needed
 - Clean any spillage or soiled spots on floor as needed
 - Inspect and clean vertical surfaces as needed
 - Inspect and clean partitions as needed
 - Inspect and clean toilets and urinals as needed
 - Empty rest room trash receptacles as needed
- Lunch**
- 1330-1400 **City Hall and Civic Center/Museum**
- Check restrooms to make areas are stocked and clean
 - Check and fill dispensers as needed
 - Clean any spillage or soiled spots on floor as needed
 - Inspect and clean vertical surfaces as needed

- Inspect and clean partitions as needed
- Inspect and clean toilets and urinals as needed
- Empty rest room trash receptacles as needed

1400-1500 Police Department

- Empty all waste and recyclable containers throughout the building.
- Dust all reachable areas.
- Check and clean all restrooms as needed

Due to safety concerns, we ask that no mopping be done during the daytime however, evening/night porter should be able to mop, using caution in high traffic areas.

Weekly Services

Administration Hallway offices and Conference Room will be opened and available for cleaning on Fridays. Should staff not be available Friday, the offices may be cleaned Monday morning and should include:

1. Dust desks, chairs and office furniture with specially treated dust cloths.
2. Empty all waste and recyclable containers.
3. Vacuum
4. Clean restroom in the Office of the Chief of Police
5. Wipe down counters and table in the conference room, dust all reachable areas.
6. Dust all picture frames in hallway.

Detective Bureau

1. Dust desks, chairs and office furniture with specially treated dust cloths.
2. Empty all waste and recyclable containers.
3. Vacuum
4. Clean restrooms
5. Wipe down desks, counters and table in the conference room, dust all reachable areas.

Record Bureau/Front Counter Area

1. Dust desks, chairs and office furniture with specially treated dust cloths.
2. Empty all waste and recyclable containers.
3. Vacuum
4. Wipe down all desks, counters and dust all reachable areas.
5. Dust all picture frames.

Sergeant, FTO, Traffic, Watch Commander, Dispatch

1. Dust desks, chairs and office furniture with specially treated dust cloths.
2. Empty all waste and recyclable containers.
3. Vacuum (Dispatch may not always be available)
4. Wipe down desks and counters, dust all reachable areas.
5. Dust all picture frames in hallway.

Property Room – By request.

Locker Rooms

1. Cleaning of the restrooms and showers in both men's and women's locker rooms.

Refrigerators

2. Cleaning of refrigerators throughout facility on a weekly basis

CUSTODIAL AND MAINTENANCE SERVICES CONTRACT

Name of Contractor: Merchants Building Maintenance

In accordance with the Request for Proposal (RFP) for the Custodial and Maintenance Services Contract, the undersigned declares that he/she has carefully examined and read the RFP requirements and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the terms of the maintenance contract at the following prices:

TASK A: ANNUAL CUSTODIAL AND MAINTENANCE SERVICES

Item #	Description	Unit	Qty.	Unit Cost	Total Amount
1.	South Gate City Hall, 8650 California Avenue, South Gate, CA 90280	Mo	12	\$ 3,461.83	\$ 41,541.97
2.	South Gate Civic Center - Human Resources, 8680 California Avenue, South Gate, CA 90280	Mo	12	\$ 1,723.93	\$ 20,687.10
3.	South Gate Police Department, 8620 California Avenue, South Gate, CA 90280	Mo	12	\$ 7,320.26	\$ 87,843.15
4.	South Gate Jail Facility, 8620 California Avenue, South Gate, CA 90280	Mo	12	\$ 2,417.96	\$ 29,015.55
5.	South Gate Police Department, 4244 Santa Ana Street, South Gate, CA 90280	Mo	12	\$ 347.16	\$ 4,165.97
6.	South Gate Public Works Corporate Yard, 4244 Santa Ana Street, South Gate, CA 90280	Mo	12	\$ 2,848.79	\$ 34,185.51
SUB-TOTAL TASK A - ANNUAL CUSTODIAL AND MAINTENANCE SERVICE (ITEMS 1 THR. 6)					\$217,439.25

OPTIONAL TASK B: AS NEEDED SERVICES

Item #	Description	Unit	Qty.	Unit Cost	Total Amount
1.	Man-hour Crew - as needed (M-F, normal business hours) [1]	Hrs.	200	\$ 19.50	\$ 3,900.00
2.	Man-hour Crew - as needed (nights) [1]	Hrs.	200	\$ 19.50	\$ 3,900.00
3.	Man-hour Crew - as needed (weekends and/or holidays) [1]	Hrs.	200	\$ 29.25	\$ 5,850.00
SUB-TOTAL TASK B - AS NEEDED SERVICES (ITEMS 1 THR. 3)					\$ 13,650.00

[1] Unit Price shall include mark-ups, overhead, and profit.

[2] Payments will be made based on time and material.

[3] City reserves the rights to include or exclude any or all Optional Items in the contract.

ATTACH A LABOR AND EQUIPMENT RATE SCHEDULE

The rates shown on the firm's standard rate schedule shall include mark-ups, overhead, and profit. If in case the standard rate schedule does not include mark-ups, overhead, and profit, append an attachment showing the necessary allowances for mark-ups, overhead, and profit.

ANNUAL COST OF CUSTODIAL AND MAINTENANCE SERVICES CONTRACT - GRAND TOTAL (TASKS A THR. B), (written in numbers):

\$ 231,089.25

ANNUAL COST OF CUSTODIAL AND MAINTENANCE SERVICES CONTRACT - GRAND TOTAL (TASKS A THR. B), (written in words):

Two-hundred thirty one thousand, eighty-nine dollars ad twenty-five cents

The Extended Prices shall be calculated by each and tallied for each service. The Contractor

RECEIVED

City of South Gate Item No. 7
CITY COUNCIL

JUN 2 2021

AGENDA BILL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER
3:50pm

For the Regular Meeting of: June 8, 2021

Originating Department: Public Works

Department Director: _____

Arturo Cervantes

Interim City Manager: _____

Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 3444 WITH HONEYWELL INTERNATIONAL INC. FOR HVAC EQUIPMENT MAINTENANCE, MONITORING, AND REPAIR SERVICES

PURPOSE: The Public Works Department maintains HVAC systems on City facilities through a contract with Honeywell International Inc. The contracts term ends on June 30, 2021. The City Council is requested to approve an extension of the term of one year, through June 30, 2022.

City Council is recommended to appropriate funding to provide for Heating Ventilating and Air Conditioning (HVAC) Maintenance Services in City facilities.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 1 to Contract No. 3444 with Honeywell International, Inc., extending the term one-year, through June 30, 2022, to continue providing Heating Ventilating and Air Conditioning (HVAC) Maintenance Services for City facilities in an amount not to exceed \$146,333; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: Amendment No. 1 is in the amount of \$172,917, and it will be budgeted in the Fiscal Year 2021/22 Municipal Budget as summarized below. The total revised contract amount inclusive of Contract No. 3444 and Amendment No. 1 is \$606,204.

Fund	General Fund	Lighting & Landscape Fund	Water Fund	Sewer Fund	Annual Total
Account No.	100-710-12-6702	251-714-25-6702	411-731-71-6702	412-732-52-6702	
Contract No. 3444	283,138	44,733	90,000	42,000	\$459,871
Amendment No. 1	\$87,422	\$14,911	\$30,000	\$14,000	\$146,333
Total	370,560	59,644	120,000	56,000	\$606,204

ANALYSIS: Under Contract No. 3444 Honeywell International, Inc., (Honeywell) provides HVAC Maintenance Services. The contract term is for three years, from July 1, 2018 through June 30, 2021. Staff is recommending extending the term one year, through June 30, 2022 as a measure to provide continuity in service during the Coronavirus 2019 pandemic (COVID-19). A Request for Proposal (RFP) for HVAC Maintenance Services would normally take place prior to end of the contract term to service qualified providers to secure a new contract. However, February 2020 began a worldwide pandemic with the spread COVID-19. The City following CDC, State of California, and Los Angeles County guidelines worked to preserve public health and safety that included HVAC services. The City as part of their response worked with Honeywell to establish and maintain essential services that were in keeping with established requirements and protocols. Those procedures included operational measures, maintenance

regimes, air filtration and cleaning options in the designated City facilities. Amendment No. 1 will ensure continuity of COVID-19 operational measures, in Fiscal Year 2021/22.

BACKGROUND: The City maintains the HVAC systems of its buildings facilities under Contract No. 3444 with Honeywell. Honeywell maintains systems at the following facilities: 1) Public Works Corporate Yard; 2) Police Department; 3) City Hall; 4) Municipal Auditorium; 5) Girls Club House; and 6) South Gate Sports Center; 7) Civic Center; 8) Hollydale Resource Center; 9) Senior Center; 10) Westside Resource Center; 11) Well No. 28 Booster Pump Station; Well No. 29; and 12) Westside Reservoir.

Contract No. 3444 provides for maintenance services and as-needed repairs/improvements not covered in the contract. Maintenance services include routine and on-call maintenance, equipment inspections and repairs, remote monitoring of equipment performance, filter changes, preventive maintenance and other miscellaneous services. As-needed repairs and improvements include those necessary to modify the HVAC system for purpose of addressing failing and deteriorated system components not covered by the contract.

On May 22, 2018, the City Council awarded Contract No. 3444 to Honeywell, in the amount of \$459,871, for a three-year term. This included an annual budget of \$102,048 for maintenance services and \$50,000 as-needed repairs/improvements. Amendment No. 1 includes a budget of \$106,333.20 for maintenance services and \$40,000 for as-needed repairs/improvements. This represents an increase of \$3,853 due to increased maintenance, supplies and materials costs.

Honeywell was selected for Contract No. 3444 under a competitive procurement process. An RFP was issued and three vendors were interviewed. The original service fees were negotiated and were competitive.

Honeywell services benefit the City. Honeywell has been the City's service provider since July of 1994, thus they are intimately familiar with the City's HVAC system. They provide services successfully within budget. Honeywell provides qualified staff, experienced in maintenance applications, construction, technology and automation.

ATTACHMENTS: A. Proposed Amendment No. 1
B. Contract No. 3444

OH:jm/lc

**AMENDMENT NO. 1 TO CONTRACT NO. 3444
EXTENDING HVAC EQUIPMENT MAINTENANCE, MONITORING,
AND REPAIR SERVICES BETWEEN
THE CITY OF SOUTH GATE AND HONEYWELL INTERNATIONAL INC.**

This Amendment No. 1 to Contract No. 3444 extending HVAC Equipment Maintenance Services ("Amendment No. 1"), is made and entered into on June 8, 2021, by and between the City of South Gate, a municipal corporation ("City"), and Honeywell International Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on May 22, 2018, the City Council approved Contract No. 3444 with Contractor ("Agreement") for Heating and Air Conditioning System Maintenance Services of all City facilities for a three year term through and including June 30, 2021, in the amount of Four Hundred Fifty Nine Thousand, Eight Hundred Seventy One Dollars (\$459,871); and

WHEREAS, the City and Contractor desire to execute Amendment No. 1 extending the term of the Agreement for an additional twelve month-term through and including June 30, 2022, in an amount not to exceed One Hundred Forty Six Thousand, Three Hundred Thirty Three Dollars and Twenty Cents (\$146,333.20), 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 Five Hundred Sixty-Six Thousand, Two Hundred Four Dollars and Twenty-Cents (\$566,204.20).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT.

The term of the Agreement shall be extended by twelve (12) additional months **through and including June 30, 2022** unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

2. COMPENSATION.

The amount of compensation paid by City to Contractor for the work identified in Exhibit "A" shall not exceed **One Hundred Forty Six Thousand, Three Hundred Thirty Three Dollars and Twenty Cents (\$146,333.20)**.

3. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, the 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: _____
Al Rios, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

HONEYWELL INTERNATIONAL INC.:

By: _____
Serge Cardinal, Fields Service Manager

Date: _____

Automation and Control Solutions
Honeywell 22
22 Centerpointe Drive, Suite 100
La Palma, CA 90623
714-562-3000
714-562-3125 (fax)

ADDENDUM

Contract/Agreement No(s) 40266717

Customer: City of South Gate

Address: 4244 Santa Ana Street
South Gate, CA 90280

Attn: Osie Harrell
Phone: (323) 563-5786

This Addendum No. 1 is attached to and incorporated into the Contract/Agreement by and between **City of Southgate** and **Honeywell International Inc.** Both parties have hereby agreed to modify the Contract/Agreement as follows:

Honeywell will extend the existing agreement for a period of one-year starting July 1st 2021 ending in June 30th 2022. The pricing will be at the annual price of \$ 106,333.20 which will be billed in monthly installments of \$ 8,861.10. In addition, the contract shall include a \$40,000 budgetary item for as-needed HVAC system repairs above and beyond those offered in the monthly service. The total contract amount shall be \$146,333.20. Services shall be offered in accordance with the original contract.

No further Modifications.

Except as expressly amended and supplemented hereby, the Contract/Agreement remains in full force and effect. In the event of any conflict between the terms of the Addendum and the terms of the Contract/Agreement, the terms of the Addendum prevail.

In Witness Whereof, the parties hereto have caused this Addendum No.1 to be effective as of the 1st of July, 2021

City of South Gate

Honeywell International Inc

By: _____

By: _____

Title: _____

Title: _____

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES (this "Agreement") is entered into as of May 22, 2018 by and between the City of South Gate, a Municipal corporation (the "City") and Honeywell International Inc., a California Corporation ("Contractor"), with reference to the following facts:

RECITALS

A. City is the owner of certain facilities more particularly identified in this Agreement below and in the Exhibits attached hereto.

B. Contractor has represented and does hereby represent to the City that Contractor has the requisite skills, knowledge, qualifications, manpower and expertise to maintain those facilities, and Contractor does hereby offer to perform maintenance services with respect thereto, as more particularly identified below in this Agreement and in the Exhibits attached hereto.

C. The City is willing to accept that offer, subject to the terms and conditions of this Agreement.

Now, therefore, the City and Contractor hereby agree as follows:

AGREEMENT

1. **Engagement and Scope of Work.** The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the maintenance services ("Work") identified on Exhibit "A" hereto. The locations at which such Work is to be performed ("City Facilities") are also identified on Exhibit "A" hereto. The Work shall include all the terms and conditions of Contractor's proposal dated February 12, 2018 ("Proposal"), which shall be attached as part of Exhibit "B" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

2. **Compensation Payable by City to Contractor.** The maximum amount of compensation to be paid to Contractor hereunder shall not exceed Four Hundred Fifty Nine Thousand, Eight Hundred Seventy One Dollars (\$459,871), which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal attached hereto as Exhibit "B". Except as may be specifically set forth in Exhibit "B", or approved by the City on a case-by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in Exhibit "B", on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If, after review by the City, the Work is found to be

unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable Work. If Contractor fails to correct unacceptable Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work. Subject to the City's right to reject all or any part of the charges set forth in such invoice as provided herein, the City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

3. **Term of Agreement.** The term of this Agreement ("Term") shall commence on July 1, 2018, and shall terminate on June 30, 2021, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13.2 below. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.

4. **Commencement of the Work.** The execution and delivery of this Agreement by the City and Contractor does not constitute an authorization for Contractor to proceed with the Work. Contractor shall commence performance of the Work within seven (7) days after the City issues to Contractor a written notice, signed by the City's Director of Public Works ("Director"), instructing Contractor to proceed with the Work. Contractor represents and warrants to the City that Contractor will be able to commence the Work within that time in compliance with all requirements of this Agreement, including without limitation those set forth in Sections 6, 7 and 8 below.

5. **Inspection of Work.** The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor's conformance to the terms of this Agreement, pursuant to the City's established review and approval procedures as the same may be amended from time to time. Without limiting the City's rights under Section 2 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.

6. **South Gate Business License.** Without limiting the generality of Section 8 below, Contractor shall obtain a City of South Gate business license before performing any Work under this Agreement.

7. **Contractor Must Pay Prevailing Wages to its Employees.** This Agreement is a public works contract. As such, pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor's performance hereunder is subject to Contractor's compliance with prevailing wage rate payment requirements under California Labor Code § 1771. Contractor must pay "prevailing wages" to all personnel employed by Contractor who perform any portion of the Work. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations' web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is Contractor's responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty

or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

8. **Performance Standards and Requirements.** Contractor shall perform and complete the Work promptly, diligently, and in a manner satisfactory to the City. Contractor shall furnish all equipment, tools, materials, labor and other services necessary to fully and adequately perform the Work, and shall pay all applicable fees and expenses associated therewith. Contractor and its subcontractors shall perform all acts required to complete the Work under this Agreement (i) in a skillful and workmanlike manner, (ii) consistent with the standards generally recognized as being employed by other maintenance companies in the State of California, and (iii) in accordance with all federal state and local laws, regulations and ordinances applicable to the operation of Contractor's business and to its performance of the Work under this Agreement. Contractor warrants that (a) all of its employees and subcontractors shall have sufficient skills and experience to perform those portions of the Work assigned to them, (b) they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and (c) such licenses, permits, qualifications and approvals shall be maintained throughout the Term of this Agreement.

9. **Independent Contractor.** In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of

Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

10. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor 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. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, the City shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section 10. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.

11. **Contractor's Representations and Warranties.** In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

11.1 **Familiarity with Work.** Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how that Work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the Work under this Agreement.

11.2 **Site Inspection.** Contractor has visited each of the City Facilities where the Work is to be performed and is fully acquainted with the conditions existing at such sites.

11.3 **No Solicitation.** Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

11.4 **No Fees, Commissions, Gifts or Other Consideration.** Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

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

11.6 **No Conflict of Interest by Contractor.** Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

12. **Non-Exclusivity.** The City does not warrant to contract-exclusivity with a single contractor to perform the type of maintenance services which Contractor is performing under this Agreement. As such, Contractor may not be the only company providing maintenance services to the City. The City reserves the right to enter into similar contracts with third parties for maintenance services in areas of the City other than the City Facilities identified in Exhibit "A" which are the subject of this Agreement.

13. **No Assignment.** Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to the City in connection with any formal bid documents submitted by Contractor to the City in connection with the City's award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor's such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to the City's prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind the City and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

14. **Public Employees Retirement System.** Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to -- and each hereby agrees to waive any claims to -- any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits. Without limiting the generality of Section 19 below, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by

PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall indemnify, defend (using counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

15. **Insurance.** During the Term of this Agreement, Contractor shall at its expense maintain in full force and effect policies of insurance as required by Sections 15.2, 15.3 and 15.4 below and also, if required by the City, policies of insurance as required by Section 15.1 below:

15.1 **Property Damage/Casualty Insurance.** Depending on the nature of the City Facilities which are the subject of this Agreement, the City may require a policy or policies of insurance covering loss or damage thereto, in amounts deemed necessary by the City to cover the full replacement cost of those City Facilities. Said insurance shall provide protection against all perils typically included within the classifications of "all-risk", "fire legal liability", and "personal injury" insurance.

15.2 **Liability Insurance.** Liability, bodily injury, personal injury and property damage insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate, insuring against any and all liability of the insured with respect to the Contractor's performance of (or failure to perform) its obligations under this Agreement. Each such policy shall be in the form of an Insurance Services Office ("ISO") Commercial General Liability Insurance policy, an ISO Comprehensive General Liability Insurance policy with Broad Form General Liability endorsement, or in any similar, commercially reasonable form. Without limiting the scope of coverage to be provided thereby, all such insurance shall specifically insure Contractor's performance of the indemnity provisions contained in Section 19 below as to liability for injury to or death of persons and injury or damage to property.

15.3 **Worker's Compensation Insurance.** Workers' Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City.

15.4 **Automobile Liability Insurance.** Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability: (a) Primary Bodily Injury with limits of at least \$1,000,000 per person, \$2,000,000 per occurrence, and (b) Primary Property Damage of at least \$1,000,000 per occurrence.

15.5 **Qualifications of Insurers.** Each policy shall be issued by an insurance company having a "Best's Rating" of at least A and having a "Financial Size Categories" rating of at least VIII in the most current edition of "Best's Insurance Reports" issued by A.M. Best Company. In addition, each policy shall be issued by an "admitted" insurance company (*i.e.*, one that is qualified and licensed to do business in the State of California).

15.6 **City to be Named as Additional Insured Party.** All policies (other than worker's compensation insurance policies) must include an Additional Insured Endorsement

(CG 20 10 11 85) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City's and its agent's interests under this Agreement.

15.7 **Primary Insurance.** Insurance obtained pursuant to this Section 15 shall be primary insurance, and other insurance (if any) maintained by the City shall be excess of Contractor's insurance and shall not contribute with the insurance required hereunder.

15.8 **Blanket Policies.** Any or all policies to be obtained by Contractor hereunder may, at Contractor's option, be provided under a separate policy covering only the items and matters to be insured under this Agreement, or included in one or more blanket policies covering not only those items and matters but also additional property and matters owned or otherwise insured by Contractor. All such combined or blanket policies must, however, comply with each and every provision of this Section 15.

15.9 **Restrictions on Cancellation and Reduction.** Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give the City at least thirty (30) days' written notice prior to the effective date of (a) any cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.

15.10 **Waivers of Subrogation.** The parties release each other from any claims for damage to any person or property, and to the fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Contractor and in force at the time of any such damage. Furthermore, each insurance policy obtained hereunder shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

15.11 **Verification of Coverage.** Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf, and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work relative to the Improvements until all evidences of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.

15.12 **Form of Policies.** All insurance policies required hereunder shall be in a form acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.

15.13 **Policy Limits Do Not Limit Contractor's Liability.** The minimum limits of policies of insurance required of Contractor under this Agreement shall in no event limit Contractor's liability under this Agreement.

16. **Termination for Convenience.** The City may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor (the "Termination Notice") that specifies a termination date (the "Early Termination Date") at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to the City in writing and take all steps necessary to cease all Work in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any Work performed after the Early Termination Date that is reasonably necessary to terminate the Work in an orderly manner must be specifically authorized in writing by the Director prior to its performance and prior to the Early Termination Date. Upon termination by the City, Contractor shall be paid or reimbursed for all Work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City's early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation Specified in Section 2 above.

17. **Notice of Default and Termination for Cause.** If the City delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default ("Default Notice"), and if such default remains uncured within ten (10) days following the City's delivery of the Default Notice, then the City may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, the City shall pay Contractor an amount equal to the value of the Work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that the City retains all rights to recover damages incurred by the City as a result of Contractor's default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in Section 18 below. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, the City may procure, upon such terms and in such manner as the City deems appropriate, maintenance services similar to those terminated hereunder. If, after notice of termination of this Agreement under the provisions of this Section 17, the City determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to Section 16 above.

18. **City's Remedies for Contractor's Failure to Perform.** Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:

18.1 **Forfeiture of Bond/Negotiation of Security.** The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor's obligations, and may further cause to be negotiated any instrument of credit

deposited with and assigned to the City in such amount as may be required to complete the Improvement work.

18.2 **Performance by City at Contractor's Expense.** Upon Contractor's default, the City may make written demand upon Contractor, or Contractor's surety (if any), or both, to immediately remedy the default and complete the Work. If the required Work is not substantially commenced within ten (10) days after the City's delivery of that written demand, or if it is not thereafter diligently prosecuted to a completion acceptable to the City within the timeframe set forth in the City's written demand, then without limiting any other remedy available to the City, the City may complete (or arrange for the completion of) all remaining Work and/or conduct such other remedial activity as in its sole and absolute discretion it believes is necessary or advisable. All such Work or remedial activity shall be at the sole and absolute expense and obligation of Contractor (and its surety, if any) without the necessity of giving any further notice to Contractor or its surety. The City's right to take such actions shall in no way be limited by the fact that the Contractor or its surety may have commenced or completed any of the required Work at the time of the City's demand for performance. If the City elects to complete (or arrange for completion of) the remaining Work, then the City may require all Work by the Contractor and/or its surety to cease in order to permit adequate coordination and completion by the City or its designee of the remaining Work.

18.3 **Issuance of Cease and Desist Order.** The City may issue a cease and desist order by delivering written notice to Contractor demanding that Contractor immediately discontinue any actions specified in that written notice. Contractor agrees to immediately comply with any such cease and desist order.

18.4 **Injunctive Relief.** The City shall have the right to apply for and obtain temporary and/or permanent injunctive relief or other equitable relief from a court of competent jurisdiction to enforce its rights and Contractor's obligations created by this Agreement, including without limitation relief in the form of a temporary restraining order and/or permanent injunction restraining Contractor from committing or continuing to commit any breach or threatened breach of this Agreement. The City shall have the right to seek such relief without showing or proving any actual damage sustained by the City, and without posting bond or other security. In connection with the City's right to apply for the injunctive relief which is the subject of this Section 18.4, Contractor hereby acknowledges that Contractor's breach of its obligations hereunder will cause irreparable harm and injury to the City if such breach continues unabated following the City's request for injunctive relief.

18.5 **Other Relief.** The City may seek any other remedies or relief, and take any other actions, available to the City under this Agreement, at law, or in equity.

19. **Indemnification and Defense.** Contractor and its sureties (if any) shall indemnify, hold harmless and defend (using counsel acceptable to the City) the City and its officers, managers, directors, agents and employees from and against all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including without limitation reasonable attorney's fees, arising out of or attributable to Contractor's performance or failure to perform its obligations under this Agreement.

20. **Miscellaneous.**

20.1 **Notices.** All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To the City:
City of South Gate
8650 California Avenue
South Gate, California 90280
Attention: Arturo Cervantes,
Director of Public Works
Telephone No.: (323) 563-9512
Fax No.: (323) 563-9572
E-mail: acervantes@sogate.org

With a copy (which shall not constitute notice)
to:
Raul Salinas, Esq.
Craig D. Hardwick, Esq.
Alvarado Smith
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Fax No.: (714) 852-6899
E-mail: CHardwick@AlvaradoSmith.com

City of South Gate
8650 California Avenue
South Gate, California 90280
Attention: Carmen Avalos
City Clerk
Telephone No.: (323) 563-9511
Fax No.: (323) 563-5411
E-mail: cavalos@sogate.org

To Contractor:

Honeywell International Inc.
22 Centerpointe Drive
La Palma, California 90623
Attn: Eugenio Burnier,
District General Manager
Telephone No.: (714) 562 3044
Fax No.: (714) 562 3125
E-mail: eugenio.burnier@honeywell.com

20.2 **Time.** Time is of the essence of every provision contained in this Agreement.

20.3 **Incorporation of Recitals and Exhibits.** All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

20.4 **Successors and Assigns.** Without limiting the generality of Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

20.5 **Force Majeure.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.

20.6 **Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

20.7 **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

20.8 **Consent to Jurisdiction and Service of Process.** All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

20.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

20.10 Entire Agreement. This Agreement, the Plans and Specifications, and the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties and supersede any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

20.11 Captions. Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

20.12 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

20.13 Further Assurances. Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

20.14 No Waiver. Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

20.15 Rights and Remedies. No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

20.16 Joint and Several Liability. If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

20.17 No Third-Party Beneficiaries. The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.

20.18 Patriot Act Compliance. Contractor represents, warrants and covenants that neither Contractor nor any of its shareholders, officers, directors, members, managers or partners (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is

listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unpealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18.U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

[Remainder of page left blank intentionally]

20.19 City Council Approval Required for Effectiveness of Agreement.

Notwithstanding any earlier execution of this Agreement by any officer, employee or representative of the City, this Agreement shall not be binding upon or enforceable against the City unless and until it has been approved or ratified by the City Council of the City at a public meeting noticed and conducted in accordance with applicable provisions of the California Government Code.

"City"

**The City of South Gate,
a California public body**

By: 

María Belén Bernal, Mayor

Dated: May 23, 2018

"Contractor"

**Honeywell International, Inc.
a California Corporation**

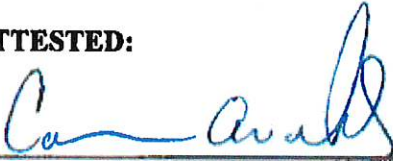
By: 

Eugenio Burnier

Title: District General Manager

Dated: June 18, 2018

ATTESTED:



Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

Exhibit "A"

Scope of Work

The types and frequencies of the maintenance work to be performed by Contractor, and the locations of the City-owned facilities at which such work is to be performed, are set forth in detail on the pages which are attached following this Exhibit "A" cover page.

**HVAC EQUIPMENT MAINTENANCE, MONITORING, AND REPAIR SERVICE
CONTRACT**

SCOPE OF WORK

FACILITY LOCATIONS

1. Public Works Corporate Yard, 4244 Santa Ana Street, South Gate, CA 90280
2. Police Department, 8620 California Avenue, South Gate, CA 90280
3. City Hall, 8650 California Avenue, South Gate, CA 90280
4. South Gate Municipal Auditorium, 4900 Southern Avenue, South Gate, CA 90280
5. South Gate Girls Club House, 4940 Southern Avenue, South Gate, CA 90280
6. Well 28 - 3414 Ardmore Avenue, South Gate, CA 90280
7. Well 29 - 2700 Ardmore Avenue, South Gate, CA 90280
8. Westside Reservoir Site - 2751 Tweedy Boulevard, South Gate, CA 90280
9. Hollydale Resource Center, 12221 Industrial Avenue, South Gate, CA 90280
10. South Gate Senior Center, 4855 Tweedy Boulevard, South Gate, CA 90280
11. Civic Center, 8680 California Avenue, South Gate, CA 90280
12. Westside Resource Center, 9200 State Street, South Gate, CA 90280
13. South Gate Sports Center, 9520 Hildreth Avenue, South Gate, CA 90280

SERVICE:

Should the City request the contractor to troubleshoot and correct HVAC equipment between scheduled maintenance examinations, the City shall not be responsible for any or all labor and travel costs associated therewith. Rates shall be firm for the term of the contract.

Contractor shall provide 24 hour emergency service as needed in all aspects of HVAC emergency repair for the City facilities included in this specification. Emergency call-out hours shall be Monday through Thursday 5:00 p.m. to 6:00 a.m. and 24 hours each day on Fridays, weekends and holidays. Contractor shall have working personnel on-site within one (1) hour of the call-out for emergency repairs and within four (4) hours of the call-out for non-emergency repairs.

SERVICE AVAILABILITY: The contractor shall have trouble-call service available on a twenty-four (24) hours a day, seven (7) days a week basis with a following response time, not to exceed the following:

Time to respond shall start when the City calls the problem into contractor's designated emergency phone number.

EMERGENCIES.....one (1) hour response time
NON-EMERGENCIES.....four (4) hour response time

The City reserves the right to contract with others for trouble calls and repairs if the Contractor is not available within the response time and charge any such cost to the contractor.

TECHNICAL SPECIFICATIONS

1. Contractor shall furnish complete maintenance service for all HVAC equipment listed herein including:
 - a) Preventive maintenance.
 - b) Emergency call-out service (trouble-call).
 - c) Changing of all disposable filters with each scheduled maintenance visit. All filters shall be Camfil Farr 30/30 or approved equal. All filters shall be the maximum size to fit each unit.

NOTE: Filters not fitting a unit shall not be accepted.

2. All necessary chemical treatment for cooling tower(s), air conditioning and heating systems shall be provided as part of this agreement and any cost associated therewith shall be the responsibility of the contractor. Said treatment shall be supplied and administered by a recognized company in the water chemical treatment business or the contractor, all as approved by the City. Any necessary feed equipment shall be provided by the contractor and included in this agreement.

Appropriate testing as related to the equipment shall be performed every three (3) months and the test results are to be forwarded to the Electrical & General Maintenance Superintendent, 4244 Santa Ana Street, South Gate, CA 90280.

All necessary action shall be taken to assure minimum sealing of system.

3. All scheduled maintenance visits of the HVAC equipment shall be performed during the City's normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Thursday, excluding regular scheduled City holidays. Contractor shall submit a schedule of regular inspections for each building, showing the week and month of each scheduled service. Contractor shall fill out work tickets for each site on each visit denoting work performed and additional work recommended. The completed work tickets shall be returned to the Electrical and General Maintenance Superintendent of the City.
4. This agreement shall include calibration of all HVAC equipment controls, including thermostats, VAV box controllers, and economizers, by the contractor. Calibration shall be completed on the first scheduled maintenance visit. See Temperature Control Systems section of maintenance tasks for a complete list of control work required.
5. Contractor shall submit with proposal resumes of training and experience for technicians who would perform work under this contract. Journeyman Technicians may perform work under the controls portion of the contract if certified to work on pneumatic systems. The City may require dismissal from the work those employees who are deemed by the City as incompetent, careless or otherwise objectionable to the public interest. Security checks may

be made by the City at no cost to the contractor. When, in the opinion of the City, an employee does not constitute a satisfactory security risk, then employment on the contract will be denied.

6. **APPURTENANT DEVICES AND SYSTEMS:** The contractor's responsibility to provide preventative and predictive maintenance shall not be limited to only the major components as referenced on "Covered Equipment" at Exhibit "B", but shall also include all appurtenant devices and systems as listed below that are related to the heating, ventilating, and air conditioning system.

- a) **HEATING SYSTEM:** Boilers, burners, furnaces, pumps, cleaning of heating coils, water strainers, unit heaters, duct heaters, heat exchangers, humidifiers, etc.
- b) **COOLING SYSTEM:** Air conditioning compressor(s), evaporative condensers, air cooled condensers, pumps, water chillers, cleaning of cooling coils, etc.
- c) **AIR HANDLING SYSTEM:** Fans, motors, air grills (cleaning), registers (cleaning), air filters, dampers, induction units, mixing boxes, fan coil units, electric heat elements, etc.
- d) **MISCELLANEOUS EQUIPMENT:** Exhaust fans, manual valves, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor drives, belts, electrical wiring from motor starter to their respective motor, check valves, and refrigerant.
- e) **MISCELLANEOUS EQUIPMENT** includes all parts, labor and materials necessary to make the repairs or the necessary replacement of any units, including:
 - Water circulating pumps pertaining to heating and cooling systems;
 - Water Regulating Valves;
 - Float Valves;
 - Hand Valves;
 - Supply and Exhaust Fans;
 - Electric Motors;
 - Belts;
 - Electric Starters (all);
 - Heating Coils; (cleaning only)
 - Cooling Coils; (cleaning only)
 - Belt Drives;
 - All water Strainers;
 - Capacity and Safety Devices with controls
 - Unit Heaters;
 - Fan Cabinets, Air Handling Units;
 - Boilers and Controls;
 - Compressors; and
 - Air Cooled Condensers.

7. PARTS AND COMPONENT REPLACEMENT: Contractor will repair or replace any worn, defective, or doubtful components on parts that are part of the maintained systems covered as part of this agreement. There will be no additional cost to the City for these replacements.

- (a) In order to maintain the standardization and integrity of the existing equipment and control system, all components must be repaired, and/or replaced with new parts, components, or devices as may be recommended or approved by the original equipment manufacturer(s).
- (b) When equipment or parts are replaced in their entirety, and a newer design of this device is available and is functionally equivalent, compatible, and approved for use by the original equipment manufacturer, the device of the newer design may be used as the replacement.
- (c) The contractor may not make any modification to the existing system that will violate the Underwriter's Laboratory listing and approval requirements as a system.
- (d) All miscellaneous parts and supplies necessary to maintain the HVAC system and equipment shall be supplied by the contractor and shall be included in the cost of the service program.
- (e) The contractor shall not be responsible for repair or replacement due to misuse of the equipment by others, or by reason of any other cause beyond the control of the contractor, except ordinary wear and tear of the equipment.
- (f) The contractor shall provide and maintain a parts supply located in a secure, designated area at the City jobsite. Access to this storage area will be restricted to the contractor, and City Facilities Supervisor. Critical, unique, or frequently used parts and supplies shall be stocked therein. This equipment shall remain the property of the contractor until used and/or installed in the environmental systems.

8. PREVENTIVE AND PREDICTIVE MAINTENANCE:

- (a) System analysis will be performed on the equipment covered under this agreement to detect early signs of deteriorating performance and to predict potential equipment failures. Upon identifying potential problem areas, contractor shall complete corrective action as required and outlined in this specification. All preventive maintenance services shall be completed in accordance with the service schedule included in this contract specification.
- (b) The specific general maintenance services described below apply to the covered equipment, and shall be completed a minimum of four (4) times per year, including startup and shutdown, unless otherwise determined by either equipment run time or a frequency determined from consideration of manufacturer's recommendations, equipment operation, application, location, or criticality of end use.
- (c) The contractor shall control and adjust the scheduling intervals for required preventive maintenance and task functions to be performed by either / both calendar periods and operating hours (runtime) as pertinent to each piece of

equipment. Any changes to the initial service schedule shall be approved in writing by the City.

- (d) After each preventive maintenance service call is completed, a service report shall be furnished to City's designated representative for signature.
- (e) Minimum services to be provided at each scheduled service interval (To be performed quarterly except as noted) for the HVAC mechanical systems and equipment shall include:

(i) THERMOSTATS AND TEMPERATURE CONTROLLERS

- (1) Remove cover and remove foreign particles
- (2) Clean the cover
- (3) Check set point of control
- (4) Check throttling range and reset
- (5) Calibrate as necessary
- (6) Check all pilot bleed ports
- (7) Check general condition

(ii) ELECTRICAL COMPONENTS

- (1) Energize relay to ensure operation, replace if needed
- (2) Inspect contactors and clean if required
- (3) Check pressure switches
- (4) Check overloads

(iii) DAMPERS

- (1) Lubricate dampers
- (2) Check for proper travel and close off, adjust as required
- (3) Tighten linkage and ball joints
- (4) Check operations bellows

(iv) ELECTRIC MOTORS

- (1) Check motor mounting and tighten if necessary
- (2) Check motor pulley for security, alignment, and tighten if necessary
- (3) Check bearing wear
- (4) Check belt wear, replace if needed
- (5) Check wiring and conduit (motor to starter) for condition
- (6) Check electrical connections and tighten
- (7) Check rotation of motor
- (8) Check motor for excessive heat and noise
- (9) Check air passages and windings
- (10) Check starter and clean/tighten contacts
- (11) Oil or grease motor bearings as required
- (12) Measure voltage and current draw and record

(v) AIR COMPRESSORS

- (1) Change the crankcase oil
- (2) Oil the compressor motors

- (3) Lubricate packing as required, replace as required
- (4) Check for moisture, oil or dirt in the lines
- (5) Clean the intake air filter, felt, and screen types
- (6) Clean the compressor belt
- (7) Clean the pressure relief valve
- (8) Replace cartridge-type, intake air-filter

(vi) REFRIGERATION COMPRESSORS

- (1) Check oil condition and level
- (2) Check for oil leaks
- (3) Check refrigerant charge and condition
- (4) Check condition and alignment of compressor drive
- (5) Check for unusual noises and vibration
- (6) Check refrigeration compressor and refrigeration piping for leaks
- (7) Check operation of safety and capacity controls for proper operation, including high and low pressure cut-outs
- (8) Check compressor mounting, and tighten if needed
- (9) Check condition of refrigerant insulation
- (10) Lubricate per manufacturer's instruction
- (11) Perform start-up procedure per manufacturer's recommendation
- (12) Perform efficiency test(s) (suction and head pressure and records results)

(vii) EVAPORATORS

- (1) Check and clean tubes and fins as required
- (2) Inspect and wash coils
- (3) Check for rust and scale
- (4) Check and paint if required

(viii) CONDENSATE DRAINS

- (1) Inspect/clean drain pan
- (2) Inspect/clean drain line

(ix) AIR COOLED CONDENSERS

- (1) Check fan for corrosion and wear
- (2) Check fan blade and clean dirt accumulation
- (3) Lubricate fan bearings and check for end play, excessive bearing temperature and unusual bearing wear
- (4) Clean finned coil surfaces
- (5) Check coil for damage or leaks
- (6) Straighten bent fins
- (7) Check pipe clamps for security and vibration
- (8) Lubricate motor bearings
- (9) Examine motor mount resiliency
- (10) Tighten all electrical connections
- (11) Inspect motor starter coils and contact

(12) Note general condition of enclosure, inspect for corrosion, deterioration, and damage. Tighten bolts and screws

(x) HOT WATER PUMPS

- (1) Check pump head for operation, wear, and capacity
- (2) Check mechanical seal or stuffing box for leaks
- (3) Check motor and pump mounting – tighten
- (4) Check attached piping insulation and repair if necessary
- (5) Check wiring and conduit for condition from motor to starter
- (6) Inspect all hand valves for proper operation and leaks
- (7) Check and lubricate motor and pump head bearings
- (8) Check motor pump coupling for alignment, condition, and security to shaft

(xi) AIR HANDLERS

- (1) Check blower mounting and tighten if necessary
- (2) Check shaft alignment to motor
- (3) Check blower pulley for security to shaft
- (4) Check blower belt for condition and tension – adjust or replace
- (5) Check blower rotation
- (6) Oil or grease blower bearing
- (7) Check blower scroll for dirt and clean
- (8) Check housing for rust and repair as necessary
- (9) Check coil faces
- (10) Note general condition of enclosure, inspect for corrosion, deterioration and damage, tighten bolts and screws

(xii) HOT WATER BOILERS

- (1) Record and report abnormal conditions, measurements taken
- (2) Drain boiler as required to perform tests and inspections
- (3) Verify operation of makeup water system
- (4) Inspect condition of flues and report
- (5) Inspect refractory and firebrick for defects and report
- (6) Visually inspect boiler exterior for possible leaks and report
- (7) Clean or replace sight glass
- (8) Inspect all electrical connections for tightness
- (9) Verify accuracy of temperature gauges
- (10) Inspect air lines for obvious problems
- (11) Inspect wire insulation for signs of overheating, burns
- (12) Verify accuracy of pressure gauges
- (13) Report boiler condition and repair requirements (if any)

(f) ADDITIONAL CONTRACTOR RESPONSIBILITIES SHALL INCLUDE:

- (i) Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.

- (ii) Clean all components of built-up dust, old lubricants, etc. to allow the equipment to function as designed.
 - (iii) Paint all equipment as needed to prevent and protect against corrosion and deterioration.
 - (iv) Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
 - (v) Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
 - (vi) Calibrate all sensing, monitoring, output, safety, and readout devices for proper ranges, settings, and optimum efficiencies.
 - (vii) Repair or replace the device by the addition of replacement parts (at no additional cost to the City), should the above maintenance not be adequate.
 - (viii) Overhaul and tear down major pieces of equipment such as refrigeration compressors, water chillers, boilers, etc. periodically based on accumulated operating hours, to prevent breakdowns and to improve operational conditions.
 - (ix) Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to assure that it operates to original design specifications.
- (g) **AIR FILTER SERVICE AND AIR FILTRATION EQUIPMENT:** Pre-filters, frame filters, pouch filters, fan coil filters, automatic roll-type filters and bag filters. Minimum services to be provided include:
- (i) The contractor shall provide, install and regularly change all air filters as a frequency dictated by dirt conditions, but no less than six (6) times per year for frame media, and as often as necessary for roll-type media.
 - (ii) Filter media (frame or roll type systems) shall be with an average AFI gravimetric rating of not less than 70% efficiency.
 - (iii) Filter media shall be standard polyester fiber and shall be bonded together preventing fiber shedding and blow through for maximum efficiency and shall be of the fire retardant type of at least Class 2 rating. Efficiency of 40 percent on pleated filters and 90 percent on bag filters.
 - (iv) Filter frames shall be sized to fill the entire cross section of the units to prevent blow-by and eliminate filter spacers in the system.
- (h) **WATER TREATMENT SYSTEM** equipment includes: Hot water system, steam system, chilled water system (open or closed), evaporative condensers, cooling towers, and chilled and hot water circulating pumps.
- (i) The contractor shall provide the necessary labor and chemicals to properly maintain all water within the heating and cooling circulating system to control metal corrosion, scale formation, biological fouling, or contaminated discharge.
 - (ii) The chemicals provided must meet OSHA, Environmental Protection Agency and OEQC requirements for safety to personnel and the

environment. All chemicals supplied must be biodegradable, and all discharged effluents must be non-polluting. Contractor to provide City with most recent MSDS for all chemicals used for each service location.

- (iii) Contractor shall maintain all necessary control panels, bleed valves, injection pumps, associated piping and fittings, and all labor to maintain this monitoring equipment shall be supplied by the contractor and shall be included in the cost of the service program.
- (iv) The contractor shall provide all labor to take test samples, adjust feed rates, change settings, drain and flush systems, service automatic monitoring equipment, manually inject chemicals (for closed systems), and provide a detailed water analysis and service report after performing those services as outlined above.
- (v) For hot water heating systems and chilled water systems, the contractor shall:
 - (vi) Drain system of existing water and chromate compound;
 - (vii) Refill system with clean water and add the required dosage of chemical treatment. Chemical shall be a non-chromate corrosion inhibitor such as the borate nitrite type. It shall be acceptable to the pollution agencies to be a non-pollutant.

(i) **PERIODIC TESTS:**

- (i) Perform quarterly vibration analysis of the equipment to be maintained. This analysis shall be made on all equipment above one (1) HP. The analysis shall be provided as a written report showing the vibration measured.
- (ii) An infrared scanner shall be used for a site inspection at least semiannually to evaluate the condition of all portions of mechanical system to include, but not limited to, all motors, pumps, chillers, boilers, motor starters, and electrical panels for proper predictive/preventive maintenance.
- (iii) Contractor shall perform spectrochemical analysis of refrigeration compressor oil to determine the concentration levels of each of the following chemicals: aluminum, antimony, barium, boron, cadmium, calcium, chromium, copper, iron, lead, magnesium, molybdenum, nickel, phosphorous, silicon, silver, sodium, tin, titanium, and zinc.
- (iv) This analysis will consist on a minimum of the following four (4) tests:
 - (1) Total Acid (ASTMD 664)
 - (2) Viscosity (ASTMD 445)
 - (3) Water Content (ASTMD 1744)
 - (4) Total Solids (ASTMD 91)
- (v) Oil analysis shall be performed by contractor at the start of each Spring season by a qualified laboratory. Contractor shall provide City with a detailed report of said analysis.
- (vi) Boiler flue-gas analysis shall be performed by contractor at the start of each Fall season with an Electric Flue Gas Analyzer to determine the proper energy efficiency of boiler burner system to maximize burner

efficiency and contractor shall provide City with a detailed report of said analysis.

- (j) **ZONE TEMPERATURE CONTROL SYSTEMS:** Covered zone temperature control equipment shall also include: thermostats, pressure controls, relays, limits, valves, valve operators, damper motors, humidity controls, step switches, time clocks, contactors, controllers, capacity controls, safety controls, recorders, control panels, gauges, and air compressors.
- (k) **EMERGENCY SERVICES**
 - (i) Upon award of contract, contractor shall supply a minimum of two (2) emergency contact phone numbers. All emergency service requests must be answered by a person directly employed by contractor who is fully trained in the proper operation of the covered HVAC systems and equipment. Contractor shall maintain and provide to the City phone numbers that are answered on a 24-hour basis; pagers are not acceptable. If the contractor uses an answering service, the contractor shall make contact with the City within fifteen (15) minutes of a call placed to the answering service.
 - (ii) If City determines that an emergency site visit is required, contractor's personnel shall arrive at the designated service location within a minimum of one (1) hour from the time of City's request. Emergency services shall be provided on a 24-hour, 365-days per year basis.
 - (iii) All costs for labor, overtime, travel, parts, supplies, and any other expenses incurred for emergency service requests shall be included in the emergency call-out rate as indicated on the Compensation Schedule.
 - (iv) If the resolution of the emergency service call requires contractor to provide service for equipment which is not listed on "Covered Equipment," including all appurtenant devices and systems that are related to the heating, ventilating, and air conditioning system, the City will be responsible for payment of all charges associated with the completion of such emergency service requests payable at the agreed rates as indicated for Additional Work.

9. HVAC Monitoring System Installation and Monitoring Services

(a) SCOPE OF WORK

The proposed Project incorporates replacement of existing Honeywell HVAC Monitoring systems in the City Hall (Maximum 40 points controlled and monitored) and Sports (Maximum 94 points controlled and monitored) Complexes. The contractor shall be responsible for installing all new equipment to the highest standard and for removing and disposing of all old fixtures and debris generated by the installation. The scope of work for this Project requires a complete "turnkey" product, including planning, design, installation, start up, and equipment monitoring. Proposers must not be limited to the use of any specific product line, but should have the ability to provide the City with the highest quality and most efficient products at the best possible price.

Description of Existing Monitoring Point

City Hall – 8650 California Avenue			
1	Hot Water Temperature	10	Air Handler Unit #1 Start/Stop
2	Outside Air Temperature	11	Air Handler Unit #1 Status
3	Hot Water Pump Start/Stop	12	Air Handler Unit #1 Room Temperature
4	Chiller Start/Stop	13	Air Handler Unit #2 Start/Stop
5	Chilled Water Supply Temperature	14	Air Handler Unit #2 Status
6	Chilled Water Return Temperature	15	Air Handler Unit #2 Room Temperature
7	Condenser Water Supply Temperature	16	Air Handler Unit #3 Start/Stop
8	Condenser Water Return Temperature	17	Air Handler Unit #3 Status
9	Cooling Tower Start/Stop	18	Air Handler Unit #3 Room Temperature
Sport Center - 9520 Hildreth Avenue South Gate, CA 90280			
1	Chiller Start/Stop	19	Air Handler Unit #5 Start/Stop
2	Chilled Water Supply Temperature	20	Air Handler Unit #5 Status
3	Chilled Water Return Temperature	21	Air Handler Unit #5 Room Temperature
4	Outside Air Temperature	22	Air Handler Unit #6 Start/Stop
5	Hot Water Pump Start/Stop	23	Air Handler Unit #6 Status
6	Hot Water Return Temperature	24	Air Handler Unit #6 Room Temperature
7	Air Handler Unit #1 Start/Stop	25	Air Handler Unit #7 Start/Stop
8	Air Handler Unit #1 Status	26	Air Handler Unit #7 Status
9	Air Handler Unit #1 Room Temperature	27	Air Handler Unit #7 Room Temperature
10	Air Handler Unit #2 Start/Stop	28	Air Handler Unit #8 Start/Stop
11	Air Handler Unit #2 Status	29	Air Handler Unit #8 Status
12	Air Handler Unit #2 Room Temperature	30	Air Handler Unit #8 Room Temperature

13	Air Handler Unit #3 Start/Stop	31	Air Handler Unit #9 Start/Stop
14	Air Handler Unit #3 Status	32	Air Handler Unit #9 Status
15	Air Handler Unit #3 Room Temperature	33	Air Handler Unit #9 Room Temperature
16	Air Handler Unit #4 Start/Stop	34	Pool Cogen Unit Start/Stop
17	Air Handler Unit #4 Status	35	
18	Air Handler Unit #4 Room Temperature	36	

(b) Design and Equipment

- (i) All proposers shall include with their proposal sufficient information regarding the proposed monitoring system for use on this project which the City will evaluate as part of the RFP submittal.
- (ii) The contractor shall submit shop drawings and an equipment list of the proposed installation, equipment, and software to be utilized as part of this project to the City for review and approval.
- (iii) The monitoring system shall be designed, installed, commissioned and serviced by factory trained or authorized personnel. The installer shall provide an experienced project manager for this work, responsible for direct supervision of the design, installation, start up and commissioning of the system. Control system shall be engineered, programmed and supported completely by installer's local office.
- (iv) Materials and equipment shall be the catalogued products of manufacturers regularly engaged in production and installation of automatic temperature control systems and shall be manufacturer's latest standard design that complies with the specification requirements.
- (v) All Monitoring System peer-to-peer network controllers, central system controllers and local user displays shall be UL Listed under Standard UL 916, category PAZX.
- (vi) All electronic equipment shall conform to the requirements of FCC Regulation, Part 15 governing Radio Frequency Electromagnetic Interference and be so labeled.
- (vii) Contractor shall provide all sensors, actuators, relays, DDC hardware, electronic equipment, enclosures, conduit, wire, installation, startup, commissioning, graphics, software, licensing, and all other appurtenant items required for a fully operational monitoring system.
- (viii) All hardware shall be installed such that individual control equipment can be replaced by similar control equipment from other equipment manufacturers with no loss of system functionality. Third party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or

hardware required to maintain the present and/or newly installed applications and/or implement functional enhancements.

- (ix) All necessary documentation, configuration information, configuration tools, programs, drivers, and other software shall be licensed to and otherwise remain with the City such that the City or their agents are able to perform repair, replacement, upgrades, and expansions of the system without subsequent or future dependence on the contractor.
- (x) Contractor will provide maintenance and support of the monitoring system for a period of two (2) years after expiration of one year warranty on installed equipment.
- (xi) Up to two (2) hours of training at each site for staff control, troubleshooting, analysis and device replacement.

(c) **Monitoring Service**

- (i) Dedicated monitoring and control of all HVAC equipment at the City Hall and Sports Complexes that shall monitor and detect any anomalies in the HVAC system with notifications to the contractor for evaluation and implementation of corrective action as required.
- (ii) One (1) hour response to phone or email report of critical failure of software, hardware, or HVAC equipment, four (4) hour response to noncritical email question or request.

10. **HVAC Equipment Condition Assessment Report**

(a) **SCOPE OF WORK**

- (i) After award of contract and issuance of notice to proceed, it shall be the responsibility of the contractor to make a thorough survey of the HVAC equipment designated herein. This survey should be completed within the first 90 days of the contract. Should it be found that any equipment requires extensive or major repairs, the contractor shall submit to the City a complete description of the repairs needed and an estimated cost for said repairs including labor and materials.
- (ii) As part of this survey the contractor shall perform a condition assessment of the covered HVAC equipment and appurtenant devices to develop a multi-year plan for major component replacement for the City's review and approval.
- (iii) The proposed assessment report shall describe the condition, age, and adequacy of the installed equipment included in this document. This assessment is based upon current HVAC codes and standards, and recommends what modifications and/or replacements to the system that should be planned for in estimated timeframes, and with associated estimated costs.

There are three general timeframes for categorization of the work;

- 1) work that should be planned for in less than five years,
- 2) work that should be planned for in five to ten years, and
- 3) work that should be planned after 10 years.

The estimated costs are very approximate at this time since the actual details of the work has not been determined, and also the time of performing the work, and the effects of inflation, cannot be specifically identified. They are to be considered order of magnitude costs for planning purposes.

EXHIBIT "B"

LIST OF EQUIPMENT (NOT INCLUDING WELL SITES)

Note: Air Conditioning Equipment at the three well sites are not listed in the Table and is in the Scope of Work. Contractor to field verify.

Equipment Type	Equip. #	Equipment Tag	Equipment Description	Equip. Location	Site Name
FAN EXHAUST/EXTRACT	11215923	EXFANI	EXHAUST FAN	ROOF	SG AUDITORIUM
EVAP COOLER WITH MEDIA BELT	11270958	SWAMP1	SWAMP COOLER	ROOF	SG AUDITORIUM
PKG UNIT ROOFTOP HEATPUMP	11358661	PKG0002	ROOF TOP PACKAGE UNIT	ROOF	SG AUDITORIUM
PKG UNIT ROOFTOP HEATPUMP	11358662	PKG0003	ROOF TOP PACKAGE UNIT	ROOF	SG AUDITORIUM
PKG UNIT ROOFTOP HEATPUMP	11358663	PKG0004	ROOF TOP PACKAGE UNIT	ROOF	SG AUDITORIUM
PKG UNIT ROOFTOP HEATPUMP	11358664	PKG0005	ROOF TOP PACKAGE UNIT	ROOF	SG AUDITORIUM
PKG UNIT ROOFTOP HEATPUMP	11358665	PKG0006	ROOF TOP PACKAGE UNIT	ROOF	SG AUDITORIUM
PKG UNIT ROOFTOP HEATPUMP	11358678	PKGI	ROOF TOP PACKAGE UNIT	ROOF	SG AUDITORIUM
AIR DRYER REFRIGERATED	11183038	AIRDRY0001	CTL AIRDRY AIRCLD	BASEMENT	SG CITY HALL
AIR DRYER DESICCANT	11183296	AIRDRY0002	CTL AIRDRY DESICCANT	BASEMENT	SG CITY HALL
BOILER FIRE TUBE HOT WATER	11189182	BLR0001	BLR HTWTR FIRE TUBE 0-25HP	BASEMENT	SG CITY HALL
PNEU PRESSURE REDUCING VALVE	11252677	PRVFN0001	CTL PRV FN	BASEMENT	SG CITY HALL
PUMP IN/LINE BASE MOUNTED	11300035	PMP0001	HTACL PMP NONPOS BASEMT 6-10HP	BASEMENT	SG CITY HALL
PUMP IN/LINE BASE MOUNTED	11300806	PUMP0001	HTACL PMP NONPOS IN/LINE 1-5HP	BASEMENT	SG CITY HALL
PUMP IN/LINE BASE MOUNTED	11318217	PUMP 0002	HTACL PMP NONPOS IN/LINE 1-5HP	BASEMENT	SG CITY HALL
FAN VENT SUPPLY W/COOLING COIL	11319372	SPLYFN0001	VENT SPLYFN DIRCT VNT&AC 2-5HP	BASEMENT	SG CITY HALL
FAN VENT SUPPLY W/COOLING COIL	11319403	SPLYFN0003	VENT SPLYFN DIRCT VNT&AC 2-5HP	BASEMENT	SG CITY HALL
FAN VENT SUPPLY W/COOLING COIL	11319386	SPLYFN0002	VENT SPLYFN DIRCT VNT&AC 2-5HP	CEILING	SG CITY HALL
PNEUMATIC DAMPERS & ACTUATORS	11548061	DAMPER0001	CTL RMCTL PN DAMPER	CEILING	SG CITY HALL
CLG TOWER ACID	11283345	WTRT0001	CLG WTRT CLGTWR ACID	CITY HALL	SG CITY HALL

Equipment Type	Equip. #	Equipment Tag	Equipment Description	Equip. Location	Site Name
CONDUCTIVITY			CONDUCT		
CLO TOWER ACID CONDUCTIVITY	11283568	WTRT002	CLO WTRT CLGTWR ACID CONDUCT	CITY HALL	SG CITY HALL
PUMP INLINE BASE MOUNTED	11300061	PMP002	HTCL PMP NONPOS BASEMT 6-10HP	CITY HALL	SG CITY HALL
CHILLER SCREW COMPRESSOR	11176229	ACCMP001	SCREW CHILLER	CH BASEMENT	SG CITY HALL
PKG UNIT ROOFTOP HEATPUMP	TBD	PKO2		CITY HALL	SG CITY HALL
AIR HANDLER EVAPORATOR	TBD	AIRHANEVAP01	AIR HANDLER EVAPORATOR	CITY HALL	SG CITY HALL
PKG UNIT ROOFTOP HEATPUMP	TBD	PKG3		CITY HALL	SG CITY HALL
SPLIT EVAPORATOR CONDENSER	TBD	SPLITEVAP01	SPLIT EVAPORATOR	CITY HALL	SG CITY HALL
AIR HANDLER EVAPORATOR	TBD	COND01	CONDENSER	CITY HALL	SG CITY HALL
AIR HANDLER EVAPORATOR	TBD	AIRHANEVAP02	AIR HANDLER EVAPORATOR	CITY HALL	SG CITY HALL
FAN EXHAUST/EXTRACT	11217237	EXHSTF001	1/2 HP EXHAUST FAN		SG CORPORATE YARD
FAN EXHAUST/EXTRACT	11217239	EXHTFN001	1/2 HP EXHAUST FAN		SG CORPORATE YARD
PKG UNIT ROOFTOP HEATPUMP	11249671	PKGUNT001	3 TON PACKAGE UNIT		SG CORPORATE YARD
PKG UNIT ROOFTOP HEATPUMP	11249738	PKGUNT002	4 TON PACKAGE UNIT		SG CORPORATE YARD
PKG UNIT ROOFTOP HEATPUMP	11249759	PKGUNT003	5 TON PACKAGE UNIT		SG CORPORATE YARD
PKG UNIT ROOFTOP HEATPUMP	11249769	PKGUNT004	4 TON PACKAGE UNIT		SG CORPORATE YARD
FAN EXHAUST/EXTRACT	11345219	EXHAUS0003	3/4 HP EXHAUST FAN		SG CORPORATE YARD
FAN EXHAUST/EXTRACT	11345220	EXHAUS0003	3/4 HP EXHAUST FAN		SG CORPORATE YARD
FAN EXHAUST/EXTRACT	11345221	EXHAUS0004	3/4 HP EXHAUST FAN		SG CORPORATE YARD
FAN EXHAUST/EXTRACT	11345222	EXHAUS0005	3/4 HP EXHAUST FAN		SG CORPORATE YARD
FAN EXHAUST/EXTRACT	11345223	EXHAUST001	3/4 HP EXHAUST FAN		SG CORPORATE YARD
FAN EXHAUST/EXTRACT	11345228	EXHFAN0001	3/4 HP EXHAUST FAN		SG CORPORATE YARD
FAN EXHAUST/EXTRACT	11345247	EXHFAN0002	3/4 HP EXHAUST FAN		SG CORPORATE YARD
FAN EXHAUST/EXTRACT	11345257	EXHFAN0003	3/4 HP EXHAUST FAN		SG CORPORATE YARD

Equipment Type	Equip. #	Equipment Tag	Equipment Description	Equipment Location	Site Name
FAN EXHAUST/EXTRACT	11345277	EXFAN0005	1/4 HP EXHAUST FAN		WARD
FAN EXHAUST/EXTRACT	11345267	EXFAN0004	1/4 HP EXHAUST FAN		WARD
PKG UNIT ROOFTOP	TBD	PKGUNT005	ROOFTOP PACKAGE UNIT	WATER OFFICE	SG CORPORATE YARD
PKG UNIT ROOFTOP	TBD	PKGUNT006	ROOFTOP PACKAGE UNIT	OFFICE	SG CORPORATE YARD
PKG UNIT ROOFTOP	TBD	PKGUNT007	ROOFTOP PACKAGE UNIT	OFFICE	SG CORPORATE YARD
PKG UNIT ROOFTOP	TBD	PKGUNT008	ROOFTOP PACKAGE UNIT	SCADA #2	SG CORPORATE YARD
HEATPUMP					SG CORPORATE YARD
SPLIT EVAPORATOR	TBD	SPLTEVAP01	SPLIT EVAPORATOR	SCADA #1	SG CORPORATE YARD
SPLIT EVAPORATOR	TBD	SPLTEVAP02	SPLIT EVAPORATOR	SCADA #2	SG CORPORATE YARD
PKG UNIT ROOFTOP	TBD	PKGUNT009	ROOFTOP PACKAGE UNIT	STORAGE	SG CORPORATE YARD
AIR HANDLER EVAPORATOR	TBD	AIRHANDLEVAP01	AIR HANDLER EVAPORATOR	STORAGE	SG CORPORATE YARD
DAMPER CONTROLS	TBD	DAMPCONT01	DAMPER CONTROLS	STORAGE	SG CORPORATE YARD
DAMPER	TBD	DAMP01	DAMPER	STORAGE	SG CORPORATE YARD
DAMPER	TBD	DAMP02	DAMPER	STORAGE	SG CORPORATE YARD
DAMPER	TBD	DAMP03	DAMPER	STORAGE	SG CORPORATE YARD
PKG UNIT ROOFTOP	TBD	PKGUNT010	ROOFTOP PACKAGE UNIT	TMC	SG CORPORATE YARD
HEATPUMP					SG CORPORATE YARD
SPLIT EVAPORATOR	TBD	SPLTEVAP03	SPLIT EVAPORATOR	TMC	SG CORPORATE YARD
PKG UNIT ROOFTOP	TBD	PKGUNT011	ROOFTOP PACKAGE UNIT	FRONT OFFICE	SG CORPORATE YARD
PKG UNIT ROOFTOP	TBD	PKGUNT012	ROOFTOP PACKAGE UNIT	FRONT OFFICE	SG CORPORATE YARD
PKG UNIT ROOFTOP	TBD	PKGUNT013	ROOFTOP PACKAGE UNIT	FRONT OFFICE	SG CORPORATE YARD
PKG UNIT HP SPLIT INDOOR	11217721	FAN1	SPLIT A/C INDOOR SECT	FAN ROOM	SG GIRLS CLUB
PKG UNIT HP SPLIT INDOOR	11217744	FAN2	SPLIT A/C INDOOR SECT	FAN ROOM	SG GIRLS CLUB
PKG UNIT HP SPLIT OUTDOOR	1120116	COND1	SPLIT A/C UNIT OUTDOOR	OUTDOORS	SG GIRLS CLUB
PKG UNIT HP SPLIT OUTDOOR	1120119	COND2	SPLIT A/C UNIT OUTDOOR	OUTDOORS	SG GIRLS CLUB
PKG UNIT ROOFTOP	1124625	PKG1	ROOF TOP PACKAGE UNIT	ROOF	SG GIRLS CLUB
HEATPUMP					HOUSE
PKG UNIT ROOFTOP	1124640	PKG2	ROOF TOP PACKAGE UNIT	ROOF	SG GIRLS CLUB
HEATPUMP					HOUSE
AIR DRIVER REFRIGERANT	11183017	AIRDRY0001	CTL AIRDRY AIRCLD	BOILER ROOM	SG POLICE
PNEU PRESSURE REDUCING VALVE	11232676	PRVPM0001	CTL PRV PN	BOILER ROOM	SG POLICE
PUMP IN/LINE BASE	11300660	PM0002	HT/CL PMP NONPOS	BOILER ROOM	SG POLICE

Equipment Type	Equip. #	Equipment Tag	Equipment Description	Equip. Location	Site Name
MOUNTED			BASEMT 6-10HP		DEPT
PNEUMATIC VALVE CONTROLS	11309661	VLVFN0011	CTL VLV FN	CEILING	SG POLICE DEPT
FAN VENT SUPPLY W/COOLING COIL	11319366	SPLYFN0001	SPLYFN DIRCT INDUCTION 2-5HP	CEILING	SG POLICE DEPT
FAN VENT SUPPLY W/COOLING COIL	11319378	SPLYFN0002	SPLYFN DIRCT INDUCTION 2-5HP	CEILING	SG POLICE DEPT
FAN VENT SUPPLY W/COOLING COIL	11319393	SPLYFN0003	SPLYFN DIRCT INDUCTION 2-5HP	CEILING	SG POLICE DEPT
PNEUMATIC DAMPERS & ACTUATORS	11393958	DAMPER0003	CTL RMCTL FN DAMPER	CEILING	SG POLICE DEPT
PNEUMATIC DAMPERS & ACTUATORS	11402459	DAMPER0001	CTL RMCTL FN DAMPER	CEILING	SG POLICE DEPT
PNEUMATIC DAMPERS & ACTUATORS	11402473	DAMPER0001	CTL RMCTL FN DAMPER	CEILING	SG POLICE DEPT
PNEUMATIC VALVE CONTROLS	11404138	VLVFN0001	CTL VLV FN	CEILING	SG POLICE DEPT
PKG UNIT 2HERM COMPRESS & COND	11176245	ACCMF0001	CHILLER	EQUIP AREA	SG POLICE DEPT
PUMP IN/LINE BASE MOUNTED	11300034	PMP0001	HT/CL PMP NONPOS BASEMT 6-10HP	EQUIP AREA	SG POLICE DEPT
BOILER WATER TUBE STM/HOTWTR	11189263	BLR0001	BLR STEAM WTR TUBE 26-100HP	POLICE DEPT	SG POLICE DEPT
PKG CONDENSER AIR/CLD SGLFAN	11196231	CNDSR0001	CLG CNDSR AIRCL DRTDR	POLICE DEPT ROOF	SG POLICE DEPT
PKG UNIT ROOFTOP HEATPUMP	TBD	PKGUNT001	ROOFTOP PACKAGE UNIT	POLICE DEPT	SG POLICE DEPT
SPLIT EVAPORATOR	TBD	SPLITEVAP01	SPLIT EVAPORATOR	POLICE DEPT	SG POLICE DEPT
PKG UNIT ROOFTOP HEATPUMP	TBD	PKGUNT002	ROOFTOP PACKAGE UNIT	POLICE DEPT	SG POLICE DEPT
SPLIT EVAPORATOR	TBD	SPLITEVAP02	SPLIT EVAPORATOR	POLICE DEPT	SG POLICE DEPT
AIR COMPRESSOR SINGLE PUMP	11182276	AIRCOMP0001	AIR COMP FMOTIVE SGL 1 HP	EQUIP ROOM	SG SPORTS CENTER
AIR DRYER REFRIGERATED	11183039	AIRDRY0001	CTL AIRDRY AIRCLD	EQUIP ROOM	SG SPORTS CENTER
BOILER FIRE TUBE HOT WATER	11189183	BLR0001	BLR HTWTR FIRE TUBE 6-25HP	EQUIP ROOM	SG SPORTS CENTER
PNEU PRESSURE REDUCING VALVE	11252678	PRVFN0001	CTL PRV FN	EQUIP ROOM	SG SPORTS CENTER
CHILLER SCREW COMPRESSOR	11176230	ACCMF0001	SCREW CHILLER	ROOF	SG SPORTS CENTER
AIR DRYER DESICCANT	11183297	AIRDRY0002	CTL AIRDRY DESICCANT	SPORTS CENTER	SG SPORTS CENTER
PUMP IN/LINE BASE	11250150	PMP0001	HT/CL PMP NONPOS	SPORTS CENTER	SG SPORTS

Equipment Type	Equip. #	Equipment Tag	Equipment Description	Equip. Location	Site Name
MOUNTED			BASEMT 6-10HP		CENTER
PUMP IN/LINE BASE MOUNTED	11253425	PUMP0001	HT/CL PUMP NONPOS IN/LINE 1-5HP	SPORTS CENTER	SG SPORTS CENTER
PNEUMATIC VALVE CONTROLS	11282113	VLVPN0009	CTL VLV PN	SPORTS CENTER	SG SPORTS CENTER
PNEUMATIC DAMPERS & ACTUATORS	11382842	DAMPER0001	CTL RMCTL PN DAMPER	SPORTS CENTER	SG SPORTS CENTER
PNEUMATIC VALVE CONTROLS	11384061	VLVPN0001	CTL VLV PN	SPORTS CENTER	SG SPORTS CENTER
AIR HANDLING UNIT	13650613	AH-1	15HP AIR HANDLER	SPORT COMPLEX	SG SPORTS CENTER
AIR HANDLING UNIT	13650614	AH-2	20 TON AIR HANDLER	SPORT COMPLEX	SG SPORTS CENTER
AIR HANDLING UNIT	13650615	AH-3	10 TON AIR HANDLER	SPORT COMPLEX	SG SPORTS CENTER
AIR HANDLING UNIT	13650616	AH-4	4 TON AIR HANDLER	SPORT COMPLEX	SG SPORTS CENTER
AIR HANDLING UNIT	13650617	AH-5	5 TON AIR HANDLER	SPORT COMPLEX	SG SPORTS CENTER
AIR HANDLING UNIT	13650618	AH-6	10 TON AIR HANDLER	SPORT COMPLEX	SG SPORTS CENTER
AIR HANDLING UNIT	13650619	AH-7	5 TON AIR HANDLER	SPORT COMPLEX	SG SPORTS CENTER
AIR HANDLING UNIT	13650620	AH-7B	5 TON AIR HANDLER	SPORT COMPLEX	SG SPORTS CENTER
AIR HANDLING UNIT	13650621	AH-8	5 TON AIR HANDLER	SPORT COMPLEX	SG SPORTS CENTER
AIR HANDLING UNIT	13650622	AH-9	15 TON AIR HANDLER	SPORT COMPLEX	SG SPORTS CENTER

Equipment Type	Equip. #	Equipment Tag	Equipment Description	Equip. Location	Site Name
HEAT PUMP/CONDENSER	TBD	HPCOND01	HEAT PUMP/CONDENSER	HOLLYDALE E/S	HOLLYDALE E/S
AIR HANDLER EVAPORATOR	TBD	AIRHANEVAP01	AIR HANDLER EVAPORATOR	HOLLYDALE E/S	HOLLYDALE E/S
SMOKE SENSOR	TBD	SMOKSEN01	SMOKE SENSOR	HOLLYDALE E/S	HOLLYDALE E/S
HEAT PUMP/CONDENSER	TBD	HPCOND02	HEAT PUMP/CONDENSER	HOLLYDALE E/S	HOLLYDALE E/S
AIR HANDLER EVAPORATOR	TBD	AIRHANEVAP02	AIR HANDLER EVAPORATOR	HOLLYDALE E/S	HOLLYDALE E/S
SMOKE SENSOR	TBD	SMOKSEN02	SMOKE SENSOR	HOLLYDALE E/S	HOLLYDALE E/S
HEAT PUMP/CONDENSER	TBD	HPCOND03	HEAT PUMP/CONDENSER	HOLLYDALE E/S	HOLLYDALE E/S
AIR HANDLER EVAPORATOR	TBD	AIRHANEVAP03	AIR HANDLER EVAPORATOR	HOLLYDALE E/S	HOLLYDALE E/S
SMOKE SENSOR	TBD	SMOKSEN03	SMOKE SENSOR	HOLLYDALE E/S	HOLLYDALE E/S
HEAT PUMP/CONDENSER	TBD	HPCOND04	HEAT PUMP/CONDENSER	HOLLYDALE E/S	HOLLYDALE E/S
AIR HANDLER EVAPORATOR	TBD	AIRHANEVAP04	AIR HANDLER EVAPORATOR	HOLLYDALE E/S	HOLLYDALE E/S
SMOKE SENSOR	TBD	SMOKSEN04	SMOKE SENSOR	HOLLYDALE E/S	HOLLYDALE E/S
PKG UNIT ROOFTOP	TBD	PKG01	PKG UNIT ROOFTOP	SENIOR CENTER	SG SENIOR CENTER
PKG UNIT ROOFTOP	TBD	PKG02	PKG UNIT ROOFTOP	SENIOR CENTER	SG SENIOR CENTER
KITCHEN EXHAUST SYSTEM	TBD	KEF01	KITCHEN EXHAUST SYSTEM	SENIOR CENTER	SG SENIOR CENTER
FAN EXHAUST	TBD	EXGFAN01	FAN EXHAUST	SENIOR CENTER	SG SENIOR CENTER
PKG UNIT ROOFTOP	TBD	PKG01	PKG UNIT ROOFTOP	CIVIC CENTER	SG CIVIC CENTER
PKG UNIT ROOFTOP	TBD	PKG02	PKG UNIT ROOFTOP	CIVIC CENTER	SG CIVIC CENTER
PKG UNIT ROOFTOP	TBD	PKG03	PKG UNIT ROOFTOP	CIVIC CENTER	SG CIVIC CENTER
PKG UNIT ROOFTOP	TBD	PKG04	PKG UNIT ROOFTOP	CIVIC CENTER	SG CIVIC CENTER
PKG UNIT ROOFTOP	TBD	PKG05	PKG UNIT ROOFTOP	CIVIC CENTER	SG CIVIC CENTER
HEAT PUMP SPLIT CONDENSER	TBD	PKGUNT01	HEAT PUMP SPLIT CONDENSER	WEST SIDE	WEST SIDE
SPLIT EVAPORATOR	TBD	SPLITEVAP01	SPLIT EVAPORATOR	WEST SIDE	WEST SIDE
HEAT PUMP SPLIT CONDENSER	TBD	PKGUNT02	HEAT PUMP SPLIT CONDENSER	WEST SIDE	WEST SIDE
SPLIT EVAPORATOR	TBD	SPLITEVAP02	SPLIT EVAPORATOR	WEST SIDE	WEST SIDE
HEAT PUMP SPLIT CONDENSER	TBD	PKGUNT03	HEAT PUMP SPLIT CONDENSER	WEST SIDE	WEST SIDE

Equipment Type	Equip. #	Equipment Tag	Equipment Description	Equip. Location	Site Name
SPLIT EVAPORATOR	TBD	SPLITEVAP03	SPLIT EVAPORATOR	WEST SIDE	WEST SIDE
CONDENSER	TBD	COND01	CONDENSER	WEST SIDE	WEST SIDE
AIR HANDLER EVAPORATOR	TBD	AIRHANDNEVAP01	AIR HANDLER EVAPORATOR	WEST SIDE	WEST SIDE
HEATER BOX	TBD	HEATBOX01	HEATER BOX	WEST SIDE	WEST SIDE
EVAPORATOR	TBD	EVAP01	EVAPORATOR	WEST SIDE	WEST SIDE
AUXILIARY BLOWER	TBD	AUXBLOW01	AUXILIARY BLOWER	WEST SIDE	WEST SIDE
DRIVE AND CONTROLS	TBD	DRIVCONT01	DRIVE AND CONTROLS	WEST SIDE	WEST SIDE
SMOKE SENSOR	TBD	SMOKSEN01	SMOKE SENSOR	WEST SIDE	WEST SIDE
DAMPER	TBD	DAMP01	DAMPER	WEST SIDE	WEST SIDE
CONDENSER	TBD	COND01	CONDENSER	WEST SIDE	WEST SIDE
CONDENSER	TBD	COND02	CONDENSER	WEST SIDE	WEST SIDE
HEATER BOX	TBD	HEATBOX02	HEATER BOX	WEST SIDE	WEST SIDE
EVAPORATOR	TBD	EVAP02	EVAPORATOR	WEST SIDE	WEST SIDE
AUXILIARY BLOWER	TBD	AUXBLOW02	AUXILIARY BLOWER	WEST SIDE	WEST SIDE
DRIVE AND CONTROLS	TBD	DRIVCONT02	DRIVE AND CONTROLS	WEST SIDE	WEST SIDE
SMOKE SENSOR	TBD	SMOKSEN02	SMOKE SENSOR	WEST SIDE	WEST SIDE
CONDENSER	TBD	COND03	CONDENSER	WEST SIDE	WEST SIDE
CONDENSER	TBD	COND04	CONDENSER	WEST SIDE	WEST SIDE

EQUIPMENT TO BE MONITORED ONLY

Equipment Type	Equip. #	Equipment Tag	Equipment Description	Equip. Location	Site Name
COGENERATION UNIT	TBD	CGUNIT	COGENERATION UNIT	SPORT COMPLEX	SG SPORTS CENTER

Exhibit "B"
Cost Proposal

A detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal which is attached following this Exhibit "B" cover page.

EXHIBIT B

HVAC EQUIPMENT MAINTENANCE, MONITORING, AND REPAIR SERVICE CONTRACT

Name of Contractor: Honeywell International Inc.

In accordance with the Request for Proposal (RFP) for the HVAC Equipment Maintenance, Monitoring, and Repair Service Contract, the undersigned declares that he/she has carefully examined and read the RFP requirements and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the terms of the maintenance contract at the following prices:

TASK A: ANNUAL MAINTENANCE, REPAIR, AND SYSTEM MONITORING

Item #	Description	Unit	Qty.	Unit Cost	Total Amount
1.	Maintain and Repair HVAC Equipment, Public Works Corporate Yard - 4244 Santa Ana Street South Gate, CA 90280	Mo	12	<u>\$ 1,146.00</u>	<u>\$ 13,752.00</u>
2.	Maintain and Repair HVAC Equipment, Police Department - 8620 California Avenue, South Gate, CA 90280	Mo	12	<u>\$ 1,826.00</u>	<u>\$ 21,912.00</u>
3.	Maintain, Repair, and Monitor HVAC Equipment, City Hall - 8650 California Avenue South Gate, CA 90280	Mo	12	<u>\$ 1,720.00</u>	<u>\$ 20,640.00</u>
4.	Maintain and Repair HVAC Equipment, South Gate Municipal Auditorium - 4900 Southern Avenue South Gate, CA 90280	Mo	12	<u>\$ 441.00</u>	<u>\$ 5,592.00</u>
5.	Maintain and Repair HVAC Equipment, South Gate Girls Club House - 4940 Southern Avenue, South Gate, CA 90280	Mo	12	<u>\$ 263.00</u>	<u>\$ 3,156.00</u>
6.	Maintain and Repair Air Conditioning Equipment, Well 28 - 3414 Ardmore Avenue, South Gate, CA 90280	Mo	12	<u>\$ 132.00</u>	<u>\$ 1,584.00</u>
7.	Maintain and Repair Air Conditioning Equipment, Well 29 - 2700 Ardmore Avenue, South Gate, CA 90280	Mo	12	<u>\$ 132.00</u>	<u>\$ 1,584.00</u>

Item #	Description	Unit	Qty.	Unit Cost	Total Amount
8.	Maintain and Repair Air Conditioning Equipment, Westside Reservoir Site - 2751 Tweedy Boulevard, South Gate, CA 90280	Mo	12	<u>\$ 115.00</u>	<u>\$ 1,380.00</u>
9.	Maintain and Repair HVAC Equipment, Hollydale Resource Center - 12221 Industrial Avenue, South Gate, CA 90280	Mo	12	<u>\$ 227.00</u>	<u>\$ 2,724.00</u>
10.	Maintain and Repair HVAC Equipment, South Gate Senior Center - 4855 Tweedy Boulevard, South Gate, CA 90280	Mo	12	<u>\$ 164.00</u>	<u>\$ 1,968.00</u>
11.	Maintain and Repair HVAC Equipment, Civic Center - 8680 California Avenue, South Gate, CA 90280	Mo	12	<u>\$ 281.00</u>	<u>\$ 3,372.00</u>
12.	Maintain and Repair HVAC Equipment, Westside Resource Center - 9200 State Street, South Gate, CA 90280	Mo	12	<u>\$ 346.00</u>	<u>\$ 4,152.00</u>
13.	Maintain, Repair and Monitor HVAC Equipment, South Gate Sports Center - 9520 Hildreth Avenue, South Gate, CA 90280	Mo	12	<u>\$ 1,747.00</u>	<u>\$ 20,964.00</u>
SUB-TOTAL TASK A - ANNUAL MAINTENANCE, REPAIR, AND SYSTEM MONITORING (ITEMS 1 THR. 13)					<u>\$ 102,480.00</u>

Notes:

- 1) Bid Items 3 and 13 above includes monitoring in addition to repair and maintenance services.
- 2) Air Conditioning equipment at three well sites (Bid Items 6, 7, and 8) are for cooling only.

Refer to Exhibit A for the Scope of Work as to the required maintenance, repair and monitoring. Refer to Exhibit B - List of Covered Equipment, Exhibit C - Equipment and Tasking Information, and Exhibit D - Equipment Model Nos. for the list of specific equipment at these locations. Please note that the Exhibits B, C, and D are for information and may not be complete.

TASK B: PREPARATION OF HVAC CONDITION ASSESSMENT REPORT

TASK B: PREPARATION OF HVAC CONDITION ASSESSMENT REPORT

Item #	Description	Unit	Qty.	Unit Cost	Total Amount
1.	Prepare HVAC facilities Condition Assessment Report	LS	1	\$ 2,431.00	\$ 2,431.00
SUB-TOTAL TASK B - HVAC CONDITION ASSESSMENT REPORT (ITEM 1)					\$ 2,431.00

OPTIONAL TASK C: INSTALLATION OF HVAC MONITORING SYSTEMS AT TWO CITY FACILITIES

Item #	Description	Unit	Qty.	Unit Cost	Total Amount
1.	Install HVAC Monitoring System at City Hall - 8650 California Avenue South Gate, CA 90280	LS	1	\$ 0	\$ 0
2.	Install HVAC Monitoring System at South Gate Sports Center - 9520 Hildreth Avenue, South Gate, CA 90280	LS	1	\$ 0	\$ 0
SUB-TOTAL TASK C - HVAC MONITORING SYSTEM (ITEMS 1 THR. 2)					\$ 0

OPTIONAL TASK D: AS NEEDED EMERGENCY SERVICES

Item #	Description	Unit	Qty.	Unit Cost	Total Amount
1.	Man-hour Crew - as needed (M-F, normal business hours) [1]	Hrs.	200	\$ 151.89	\$ 30,378.00
2.	Man-hour Crew - as needed (nights) [1]	Hrs.	200	\$ 227.84	\$ 45,568.00

Item #	Description	Unit	Qty.	Unit Cost	Total Amount
3.	Man-hour Crew - as needed (weekends and/or holidays) [1]	Hrs.	200	\$ 227.84	\$ 45,568.00
SUB-TOTAL TASK D - AS NEEDED EMERGENCY SERVICES (ITEMS 1 THR. 3)					\$ 121,514.00

[1] Unit Price shall include mark-ups, overhead, and profit.

[2] Payments will be made based on time and material.

[3] City reserves the rights to include or exclude any or all Optional Items in the contract.

ATTACH A LABOR AND EQUIPMENT RATE SCHEDULE

The rates shown on the firm's standard rate schedule shall include mark-ups, overhead, and profit. If in case the standard rate schedule does not include mark-ups, overhead, and profit, append an attachment showing the necessary allowances for mark-ups, overhead, and profit.

ANNUAL COST OF HVAC EQUIPMENT MAINTENANCE, MONITORING, AND REPAIR SERVICE; INSTALLATION OF MONITORING SYATEMS AND ASSESSMENT SERVICES, AND AS NEEDED SERVICES - GRAND TOTAL (TASKS A THR. D), (written in numbers):

\$ 102,480.00

ANNUAL COST OF HVAC EQUIPMENT MAINTENANCE, MONITORING, AND REPAIR SERVICE; INSTALLATION OF MONITORING SYATEMS AND ASSESSMENT SERVICES, AND AS NEEDED SERVICES - GRAND TOTAL (TASKS A THR. D), (written in words):

One Hundred Two Thousand Four Hundred Eighty and 00/100

RECEIVED

City of South Gate

Item No. 8

CITY COUNCIL

JUN 2 2021

AGENDA BILL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:50pm


For the Regular Meeting of: **June 8, 2021**

Originating Department: **Public Works**

Department Director: _____


Arturo Cervantes

Interim City Manager: _____


Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2020-18-CC WITH T.Y. LIN INTERNATIONAL GROUP, FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE I-710 CORRIDOR SOUNDWALL, CITY PROJECT NOS. 587-ST AND 547-ST

PURPOSE: T.Y. Lin International Group (T.Y. Lin), is under contract to provide construction management and inspection services for the construction of the I-710 Corridor Soundwall Project (Project), for a 300-day construction schedule, ending June 23, 2021. The construction schedule has been extended approximately 48 days. As such, Amendment No. 1 is needed to continue T.Y. Lin’s services through August 31, 2021. It is also needed to fund additional services not included in the original contract.

Council Member Hurtado should consider recusing himself from taking action on this item as he lives in close proximity to the proposed Project site, located at 9475 W. Frontage Road.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 1 to Contract No. 2020-18-CC with T.Y. Lin International Group to provide additional construction management and inspection services for the construction of the I-710 Corridor Soundwall Project, Caltrans Contract 07-298014, City Project Nos. 587-ST and 547-ST, in the amount of \$141,175; and
- b. Authorizing 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 \$141,175. The total revised contract amount inclusive of Contract No. 2020-18-CC and Amendment No. 1 is \$807,041. The Project is funded with \$8,900,000 in Metropolitan Transportation Authority (Metro) Measure R Funds, in Account No. 311-790-31-9571 (Capital Improvement Projects Fund — I-710 Corridor Soundwall Project). The Project is budgeted as summarized below:

Project Budget	Measure R Funds
Contract No. 2020-18-CC (T.Y. Lin – Construction Management and Inspection Services)	\$665,866
Amendment No. 1	\$141,175
Sub-Total	\$807,041
Construction Contract	\$6,692,129
Construction Contingency	\$750,000
Staff Oversight	\$150,000
Right-of-Way Costs	\$150,000

Miscellaneous Services	\$100,000
Project Contingency	\$250,830
Sub-Total	\$8,092,959
Total Project Costs	\$8,900,000

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

ANALYSIS: The I-710 Corridor Soundwall Project (Project) is under construction. T.Y. Lin was hired to provide construction management and inspection services to oversee the Project, under an original scope of work and construction schedule of 300 working days. Amendment No. 1 is necessary to provide additional services which include: (a) construction management and inspection services to accommodate a construction schedule extension of approximately 68 days, and (b) additional services performed that were beyond the original construction management contract.

Regarding the construction schedule extension, in May 2021, the City and the construction contractor agreed to extend the construction schedule by 48 working days. This extended the construction completion date from June 23, 2021 to August 31, 2021. The schedule extension was needed to perform additional improvements, which included landscape and irrigation improvements requested by Caltrans within their right-of-way, as well as applying Caltrans' Permanent Best Management Practices. This schedule extension impacts the construction management and inspection services contract with T.Y. Lin. It requires an additional 208 hours of inspection services and about 78 hours of construction management services for the additional improvements to be performed through August 31, 2021.

Regarding the services beyond the original construction management contract, T.Y. Lin was tasked to perform additional work which included: (a) pre-construction constructability reviews to minimize design issues during construction, (b) material testing to ensure quality of materials, and (c) preparation of a Caltrans Quality Management Plan.

Amendment No. 1 is proposed for \$141,175. It provides for \$89,000 for the construction schedule extension and \$52,175 for the additional services. It also extends the term of the contract through October 31, 2021. This provides two months from the date of the end of construction to provide services necessary to close out the project.

BACKGROUND: The Soundwall Project is a part of the Capital Improvement Program. It entails constructing two soundwalls adjacent to the Thunderbird Villa Mobile Home Park. One wall is proposed on City right-of-way, on the west side of Frontage Road. The other wall is proposed on Caltrans right-of-way, within the I-710 Freeway on the east side of the road. The soundwalls serve as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway. Additional project improvements include a pedestrian path, landscaping, irrigation and peripheral improvements.

On February 25, 2020, T.Y. Lin was awarded Contract No. 2020-18-CC in the amount of \$665,866 to provide construction management and inspection services for the construction of the I-710 Corridor Soundwall Project. These services include construction oversight and inspection, submittal reviews, ensuring construction compliance with plans and specifications, labor compliance, materials testing, utility coordination, compliance with local and state requirements and other related construction services.

Construction of the Project began on April 13, 2020, and was scheduled to be completed June 13,

2021. Due to the schedule extension, construction is scheduled to be completed on August 31, 2021.

ATTACHMENTS: A. Proposed Amendment No. 1
 B. Contract No. 2020-18-CC

ES:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-18-CC
FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR THE I-710 CORRIDOR SOUNDWALL PROJECT BETWEEN
THE CITY OF SOUTH GATE AND T.Y. LIN INTERNATIONAL GROUP**

This Amendment No. 1 to Contract No. 2020-18-CC for additional Construction Management and Inspection Services for the I-710 Corridor Soundwall Project (“Amendment No. 1”), is made and entered into on June 8, 2021, by and between the City of South Gate, a municipal corporation (“City”), and T.Y. Lin International Group, California Corporate Number C0477051 (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on February 25, 2020, the City Council approved Contract No. 2020-18-CC with Consultant (“Agreement”) for Construction Management and Inspection Services, project submittal review, ensure compliance with plans and specifications, labor compliance, materials testing, for the I-710 Corridor Soundwall Project (“Soundwall Project”), from February, 2020 through and including June 2021, in the amount of Six Hundred Sixty Five Thousand Eight Hundred Sixty Six Dollars (\$665,866);

WHEREAS, the construction of the Soundwall Project is underway and additional compensation is required to provide construction management and inspection services through and including October 31, 2021, as well as for additional pre-construction services performed beyond the original scope of work of the contract; and

WHEREAS, the City Council and Consultant therefore desire to execute Amendment No. 1 to the Agreement to increase the compensation payable to the Consultant in an amount not to exceed One Hundred Forty-One Thousand One Hundred Seventy-Four Dollars and Eighty Eight Cents (\$141,174.88), 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 Eight Hundred Seven Thousand Forty Dollars and Eighty Eight Cents (\$807,040.88).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **SCOPE OF WORK.** The Scope of Work to be performed by Consultant for the duration of the term of the Agreement shall be limited to that set forth in Exhibit “A.” The City reserves the right to augment or reduce the scope of work as City deems necessary.
- b. **COMPENSATION.** The additional compensation paid by City to Consultant for the work identified in Exhibit “A” shall not exceed **One Hundred Forty-One**

Thousand One Hundred Seventy-Four Dollars and Eighty-Eight Cents (\$141,174.88). The total sum of the Agreement and Amendment No.1 shall not exceed **Eight Hundred Seven Thousand Forty Dollars and Eighty Eight Cents (\$807,040.88).**

c. **TERM OF AGREEMENT.** This Amendment No. 1 is effective through and including October 31, 2021.

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.

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: _____
Al Rios, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

T.Y. LIN INTERNATIONAL GROUP:

By: _____
James Rucker, P.E., Vice President

Dated: _____

May 13, 2021

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

SUBJECT: Proposal for Addendum No. 1 to Contract No. 2020-18-CC for professional services for Construction Management and Inspection Services for the I-710 Corridor Soundwall Project between the City of South Gate and T.Y. Lin International

T.Y. Lin International (TYLI) would like to request an amendment in the amount of \$141,174.88 due to the performance of the following out-of-scope work not part of the original contract. A detailed hourly cost breakdown is attached.

- a. Constructability review during preconstruction
- b. Preparing a Quality Management Plan (QMP)
- c. Concrete Trial Batch Tests
- d. Concrete Masonry Unit (CMU) block Prism Tests
- e. Excess labor compliance discrepancies in the contractor's submitted certified payrolls leading to numerous certified payroll reviews per month, and numerous reports to the City in a single month, instead of one review and one report per month planned in the original budget. These extra hours are evident by the excess number of phone calls and emails exchanged with the contractor and/or the City to resolve the excess number of discrepancies related to the certified payrolls. Also, see the extra number of certified payroll reports per month to the City.
- f. Extra effort to resolve numerous design RFIs and reconcile plan issues evident by the number of emails to the designer and/or the City to resolve the plan issues. For example, see the sketch prepared for RFI 47 and excess number of recommendation/correction emails exchanged with the designer/City to arrive at an acceptable design. Also see extra efforts to resolve RFI 4, RFI 10, RFI 11, RFI 14, RFI 16, RFI 17, RFI 22, RFI 23, RFI 28, RFI 30, RFI 35, RFI 37, RFI 40, RFI 43, RFI 50, RFI 55, RFI 56. All evident by the recommendation/correction emails exchanged with the Designer/City.
- g. Extra hours for a change order to address design changes to irrigation plans evident by recommendation/correction emails exchanged with the designer and/or the City regarding RFI 51 and RFI 58, as well as administration of the change order.
- h. Extra hours for a change order to address design changes to permanent BMP/landscaping/irrigation plans for the slope in the Caltrans ROW as evident by the recommendation/correction emails exchanged with the designer/City regarding RFI 49, as well as administration of the change order.
- i. Extra inspection and construction management hours needed to cover assumed 26 working days delay until July 30, 2021 due to various design plan change orders.

TYLI performed these additional tasks to minimize further project delays and claims.


Should you have any questions, please feel free to contact Mr. Smith directly at (858) 245 - 8112 or via email at Joseph.Smith@tylin.com.

Sincerely,

T.Y. Lin International



Joseph Smith, PE, CCM
Project Manager

James Rucker  Reason: I am approving
this document
Date: 2021.05.14
10:41:53-07'00'

James Rucker, PE
Vice President (*Authorized to Bind*)

CITY OF SOUTH GATE
Addendum No. 1 FEE PROPOSAL FOR

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

05/13/2021

Task/Classification	Joseph Smith (Project Manager) (Hrs.)	Nader Naderi (Resident Engineer/ Structures Representative) (Hrs.)	Alejandro Armendariz (Construction Observer/ Inspector) (Hrs.)	ZT (Subconsultant)	Sequoia (Subconsultant)	Total Cost
(Loaded) Hourly Rate	\$258.83	\$219.42	\$140.28	LS*	LS*	
a. Pre-Construction Services		172	53			\$ 45,175.08
b. Quality Management Plan (QMP)				LS		\$ 6,000.00
c. Concrete Trail Batch Tests					LS	\$ 1,000.00
d. CMU Block Prism Tests					LS	\$ 1,017.00
e. Extra Labor Compliance Review		60				\$ 13,165.20
f. Extra Design support/Constructability Review for plan issues and RFIs		90				\$ 19,747.80
g. Extra Design support/Constructability Review for plan missing irrigation		16				\$ 3,510.72
h. Caltrans Permanent BMP (landscape, irrigation) change order Admin.		24				\$ 5,266.08
i. Assumed project completion delayed till July 30, 21 due to change orders*		78	208			\$ 46,293.00
						\$ -
Totals	\$ -	\$ 96,544.80	\$ 36,613.08	\$6,000.00	\$2,017.00	\$ 141,174.88
* Original Completion date June 23, 2021; Assumed revised completion date July 30, 2021; 26 WDs						
* LS - This work was performed per an agreed upon lump sum.						

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR THE I-710
CORRIDOR SOUNDWALL PROJECT BETWEEN
THE CITY OF SOUTH GATE AND T. Y. LIN INTERNATIONAL**

This Agreement for Professional Services for Construction Management and Inspection Services for the I-710 Corridor Soundwall Project ("Agreement") is made and entered into on February 25, 2020, by and between the City of South Gate, a municipal corporation ("City"), and T.Y. Lin International, CALIFORNIA CORPORATE NUMBER C0477051 ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain Consultant to perform Construction Management and Inspection Services, as provided herein, for the I-710 Corridor Soundwall Project, City Project Nos. 587-ST and 547-ST;

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

WHEREAS, based on such representation, City desires to contract with Consultant to perform Professional Services described in the Proposal attached hereto as Exhibit "A."

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PARTIES TO THE AGREEMENT.

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: T.Y. Lin International
707 Wilshire Boulevard,
Los Angeles, California, 90017

2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.

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

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

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

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

F.R. Clark Fernon, PE
Vice President
707 Wilshire Boulevard
Suite 4900
Los Angeles, CA 90017

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.
- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. SCOPE OF WORK.

The City hereby engages Consultant, and the Consultant accepts such engagement, to perform the Professional Services ("Work") identified on Exhibit "A" hereto. The locations at which such Work is to be performed ("City Facilities") are also identified on Exhibit "A" hereto. The Work shall include all the terms and conditions of Consultant's proposal dated January 9, 2020 ("Proposal"), which shall be attached as part of Exhibit "A" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

4. DATA PROVIDED TO CONSULTANT.

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

5. INDEPENDENT CONSULTANT.

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

- A. Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers

or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees, are in any manner employees of City, it being directly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

6. INDEMNIFICATION OF CALPERS DETERMINATION.

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

7. CONSULTANT'S PERSONNEL.

- A. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- C. Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- D. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

8. COMPENSATION.

- A. The total amount of this Agreement shall not exceed the sum of Six Hundred Sixty-Five Thousand Eight Hundred Sixty-Six Dollars (**\$665,866**). City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any

other expenses incurred unless first approved by the City Manager. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "A" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within forty-five (45) days from date of receipt by Director of Public Works.

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

9. INDEMNITY AND INSURANCE.

- A. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.
- B. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.
- (a) Workers' Compensation and Employer's Liability
 - Workers' Compensation-coverage as required by law.
 - Employer's Liability-limits of at least \$1,000,000 per occurrence.
 - (b) Comprehensive General Liability
 - Combined Single Limit-\$1,000,000.

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

reduction of coverage in the policy.

- (2) Policies providing for bodily injury and property damage coverage shall contain the following:
 - (a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
 - (b) "Severability of Interest" clause.
 - (c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 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.

10. TERMINATION FOR CONVENIENCE.

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

11. TERMINATION FOR CAUSE.

- A. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:
- (1) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
 - (2) If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 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.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

- A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances

and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

13. CONSULTANT'S WARRANTIES AND REPRESENTATIONS.

Consultant warrants and represents to the City as follows:

- A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.
- B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.
- C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.
- D. Upon execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such

interest be acquired during the Term of this Agreement.

14. SUBCONTRACTING, DELEGATION AND ASSIGNMENT.

- A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Public Works; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:
- (1) The amount involved, together with Consultant's analysis of such cost or price.
 - (2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.
- B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegee and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

15. OWNERSHIP OF DOCUMENTS.

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

16. ENTIRE AGREEMENT AND AMENDMENTS.

- A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.
- B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same

is sought to be enforced.

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

17. RESOLUTION OF DISPUTES.

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

18. SEVERABILITY.

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

19. EXHIBIT.

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

Exhibit "A" Proposal dated January 9, 2020.

20. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles.


21. EFFECTIVE DATE.

The effective date of this Agreement is February 25, 2020, and shall remain in effect through and including completion of project, unless terminated otherwise in accordance with the terms of this Agreement.

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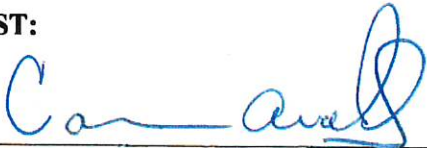
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:


By: 
M. Belén Bernal, Mayor

Dated: 2/25/2020

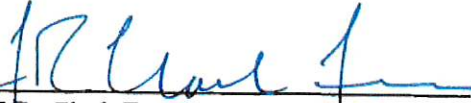
ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

T.Y. Lin International:

By: 
F.R. Clark Fernon, PE, Vice President

Dated: 2/20/20

RECEIVED

Item No. 9

JUN 2 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER
3:50PM


AGENDA BILL

For the Regular Meeting of: June 8, 2021
Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: NOTICE OF COMPLETION FOR THE CONSTRUCTION OF WELL NO. 19 PUMP REPLACEMENT, CITY PROJECT NO. 665-WTR

PURPOSE: Construction of the Well No. 19 Pump Replacement Project (Project) is complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the project and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Accepting completion of construction of the Well No. 19 Pump Replacement, City Project No. 665-WTR, completed by the General Pump Company, Inc., effective April 16, 2021; and
- b. Directing the City Clerk to file the Notice of Completion with the Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The Project budget is \$174,830 and it is funded with Water Funds, in Account No. 411-731-71-9544 (Well No. 19 Pump Replacement). The final expenditures are summarized below.

Project Component	Water Funds Account No. 411-731-71-9544
Project Budget	\$174,830
Project Costs:	
Design Costs	\$11,500
Construction Management & Inspection*	\$10,000
<i>Sub-total</i>	<i>\$21,500</i>
Construction Contract No. 2020-100-CC	
Original Contract Amount	\$117,630
Change Order No. 1	\$5,989
<i>Sub-total</i>	<i>\$123,619</i>
Total Project Costs	\$145,119

* This reflects consultant billings. Costs will continue to be incurred to process final payments and paperwork.

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

ANALYSIS: The Public Contract Code sets requirements that the City must abide to prior to making final payment on construction projects. Public Contract Code Section 7107 establishes that the City must accept the completion of construction and issue public notice of such prior to releasing final payment (known as the retention payment). This process is a mechanism to provide written notice (Notice of Completion) to concerned parties that all work on the project has been completed. The Notice of Completion initiates the period within which concerned parties may exercise their lien rights for the work they performed on the project. The City may use a part or all of the retention payment to settle any liens exercised against the City.

BACKGROUND: The City's municipal water system is equipped with eight active water wells, one of which is Well No. 19. The well is located in South Gate Park Reservoir Site, and produces an estimated 720,000 gallons per day of drinking water. On May 5, 2020 the well's pump and motor failed so it was taken out of service. The Project was necessary to repair the well. It entailed mechanical wire brushing and cleaning of the well casing; installing a new energy efficient well pump and motor; and, installing sensors to monitor groundwater levels. The repairs have been completed, thus Well No. 19 was placed back in service as of May 5, 2021.

On October 27, 2020, the City Council approved Contract No. 2020-100-CC with General Pump Company, Inc., (Contractor) for the construction of the Project in the amount of \$117,630. Construction began on December 21, 2020 and was completed on April 16, 2021. The Contractor has met all of the contract obligations. Work was performed in accordance with the approved specifications with acceptable quality and workmanship within budget and time.

One change order was needed to complete construction. Change Order No. 1 consisted of (1) \$6,589 in extra work needed to reorganize construction activities to make way for the COVID-19 testing sites at the South Gate Park and (2) a deduction of \$600, related to Bid Item 4 – Well Disinfection, was deleted from the Contract as the work was performed by the Water Division. Change Order No. 1 was in the amount of \$5,989, with a total adjusted contract amount of \$123,619.

Change Order No. 1 was approved administratively in accordance with South Gate Municipal Code Section 1.54.610 (Approval of modifications and change orders), of Chapter 1.54 (Purchasing System and Bidding Rules), of Title 1 (Administration and Personnel). This provision authorizes staff to approve change orders administratively that are equal to or less than \$50,000 or twenty percent of the original contract price, whichever is less.

The City Council may now accept the Project as complete. The Notice of Completion can now be filed with the Los Angeles County Registrar Recorder's Office.

ATTACHMENTS: A. Notice of Completion
B. Change Order No. 1
C. Location Map

AA:lc

RECORDING REQUESTED BY

AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
- 2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue	In Fee
	South Gate, CA 90280	

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)
- 4 A work of improvement on the property hereinafter described was COMPLETED ON April 16, 2021
- 5 The name of the CONTRACTOR, if any, for such work of improvement was General Pump Company, Inc., 159 North Acacia Street, San Dimas, CA 91773
- 6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

WELL NO. 19 PUMP REPLACEMENT, CITY PROJECT NO. 665-WTR

- 7 The street and address of said property is: 3414 Ardmore Avenue Dated: June 8, 2021
South Gate, CA 90280
- 8 Signature of _____ }

Owner or Owners Al Rios, Mayor, City of South Gate

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES }

SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above



City of South Gate, Public Works Department Contract Change Order

Date 4/14, 2021 Change Order No. 1

Account/Contract No. 2020-100-CC

Contractor: **GENERAP PUMP COMPANY**

Account Code: 411-731-71-9544

Contract Date: **10-27-2020**

Plan Reference : **WELL NO. 19 PUMP REPLACEMENT - 665-WTR**

Change Order Amount : **\$5989.00** Extension of Contract, 57 Calendar days

Reason for Change: **City requested extra work**

Description of Change: **Extra work due to installation of discharge piping and deduction of bid item for disinfection.**

Original Contract Amount	\$117,630.00
Total of previous authorized Change Orders	0
New Change Order Amount	\$5,989.00 = (\$589 - \$600)
New Contract Amount	\$123,619.00

The Changes described above are hereby authorized.

Approved: _____, 2021.

Project Engineer A-A / C.C.
WATER DIV. MGR.

Deputy City Engineer

Assistant City Manager/Director of Public Works

General Pump

Contractor

By [Signature]
Authorized Agent

Construction Manager

Original - Project File
CC: - Contractor
- Department



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Serving Southern California and Central Coast

Lic. #496765

April 6, 2021

Via Email

City of South Gate
8650 California Avenue
South Gate, California 90280
Attn: Public Works Department

Subject: City of South Gate – Project No. 665-WTR: Change Order Request #1

General Pump Company is requesting a change order to perform a discharge pipeline modification that was not included in the original specification. The flex coupling on the above ground discharge line is not equipped with any restraints. When the pump is flushed to waste, the pipeline will experience substantially more back pressure compared to the pump running into the reservoir. Without restraints in place, there is a risk the flex coupling could separate causing the discharge line to come apart and flood the pump building. This risk can be mitigated by installed restraints on the discharge line around the flex coupling.

The scope of work for this change order will include the labor and materials required to install restraints on the above ground discharge line to ensure the flex coupling does not separate during operation to waste. This change order also includes the labor to setup and teardown the temporary discharge line during the first attempt at startup. Below is a summary of the costs associated with this change order.

Cost

Shop Labor

- Prep service truck and fabrication tooling
- Load and unload materials, handling

Materials

- Restraint brackets and all thread
- SS bolting and hardware
- Misc. consumables: sealant, gaskets, permatex, acetylene, weld rod, etc

Outside Service

- Setup and teardown temporary 8" pipe (*Completed 3/29/21*)
- Pipeline rental extension (Includes setup and teardown)



Field Labor

Install Pipeline Restraints

- Mobilize to site
- Fabricate brackets and install restraints
- Ensure restraints are secure
- Prep pipeline for startup and demobilize

Change Order Request Total \$ 6,589.00

Should you have any questions or need additional information regarding the above summary and associated costs, please do not hesitate to contact us. Thank you for your consideration.

GENERAL PUMP COMPANY, INC.

Michael Garcia

Michael Garcia
Project Manager / Project Engineer



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Serving Southern California and Central Coast

Lic. #496765

April 14, 2021

Via Email

City of South Gate
8650 California Avenue
South Gate, California 90280
Attn: Ana Ananda

Subject: City of South Gate – Well No. 19 Pump Replacement (Project No. 665-WTR)

Per Part III Section 3 – Time of Completion of the project specification, all work is to be completed within 60 consecutive calendar days from the date of the Notice to Proceed. General Pump Company was issued the NTP on December 21, 2020, with an expected completion date on or before February 18, 2021. As of the date of this letter, GPC is currently on track to complete this project by April 16, 2021. Due to some circumstances out of General Pump Company's control, we are requesting an extension of 57 calendar days to complete the project. Our backup documentation and reasoning for this request is listed below:

Upon receiving submittal approval from the City, GPC began material procurement. The initial lead time estimate given by Hydroflo for the bowl assembly was 2/8/21, which would have kept us on track for project completion by 2/18/21. Approximately 3 weeks into procurement, Hydroflo notified GPC that they were experiencing substantial manufacturing delays due to COVID-19 limiting manpower and raw material deliveries. Because the specification called for an NSF approved manufacturer and 201SS impellers, there were no other manufacturer options at this time. The pump was ultimately delivered to our shop on 3/22/21. This resulted in an unforeseen delay of 42 calendar days.

Another unforeseen delay was incurred due to some site constraints involving the adjacent park and parking lot. Temporary pipe was installed from the well to the discharge point on 3/29/21. This pipeline crossed a parking lot area that was thought to be blocked off at the time. Per the Parks department, the COVID testing and vaccination facilities required full access to the parking lot due to upcoming activities. The pipeline had to be removed and rescheduled for delivery on 4/5/21 after the layout was approved by the Parks department. This resulted in an unforeseen delay of 10 calendar days.

Lastly, on the day of startup 4/6/21, it was noted that the discharge line was not properly restrained and there was a risk of separating the discharge line while pumping to waste. These restraints were not included in the original scope of work, so it took 3 working days to gather materials and install the restraints. There was also an electrical setting issue that caused the pump to trip off multiple times. This issue was eventually resolved but resulted in a 2 day delay.



Mr. Ana Ananda
City of South Gate
April 14, 2021
Page -2-

Because of the delays experienced by extended lead times due to COVID-19, coordination issues with the Parks department, and the need for pipeline restraint installation, General Pump Company is requesting a *57-calender day extension* for this project. GPC will continue to expedite wherever possible and finish this project in a timely manner. It is our hope that the City will understand the delays that have been incurred during this project and grant the extra days for completion. There are no costs associated with this time extension request.

Should you have any questions or need additional information regarding the above summary, please do not hesitate to contact us. Thank you for your consideration.

GENERAL PUMP COMPANY, INC.

Michael Garcia

Michael Garcia
Project Manager / Project Engineer

WELL NO. 19 PUMP REPLACEMENT

CITY PROJECT NO. 665-WTR

BID SCHEDULE

Contractor's Name: General Pump Company, Inc.

Honorable Mayor and City Council
South Gate, California:

October 5, 2020

The undersigned declares that he/she has carefully examined Plans and Specification for this project, read notice to bidders, is familiar with the requirements therein contained, and proposes to furnish all labor, material supplies necessary to accomplish the work outlined therein at the following prices. The undersigned also guarantees that the following prices outlined herein shall remain valid for one year following the opening of the bid opening date:

BID SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1	Mobilization, Demobilization and Cleanup: Work related to piping, and appurtenance construction.	LS	1	7,500.00	7,500.00
2.	Pumping Equipment; furnish and install vertical turbine pump, electric motor, column pipes, line shafts and airline with gauge, sounding tube, pump discharge header, water level sensor, and prelube valves. Recoat discharge header and install electric motor in place including reconnecting cables and conduit, and startup.	LS	1	107,000.00	107,000.00
3.	Pumping to Waste; conduct development pumping to clear brown water, and dispose of pumped water.	Hours	16	130.00/Hr.	2,080.00
4.	Well Disinfection: disinfect the well after equipment is installed.	LS	1	600.00	600.00
5.	Site Security, Safety, and Noise Compliance: Provide site security, safety, and noise abatement measures.	LS	1	450.00	450.00
TOTAL BID AMOUNT (Bid Items 1 thr. 5)					\$ 117,630.00

Ana Ananda

From: Michael Garcia <MGarcia@genpump.com>
Sent: Wednesday, April 14, 2021 1:23 PM
To: Ana Ananda
Subject: RE: Well 19 - Time Extension Request Letter
Attachments: COR1 - GPC Signed 041421.pdf

Tamrat,

Please see the attached, signed document.

Thanks

Michael R. Garcia

Project Manager / Engineer

GENERAL PUMP COMPANY, INC.

O: 909-599-9606 ext 140

C: 909-721-5534

E: mgarcia@genpump.com



From: Ana Ananda <aananda@sogate.org>
Sent: Wednesday, April 14, 2021 11:56 AM
To: Michael Garcia <MGarcia@genpump.com>
Cc: Chris Castillo <ccastillo@sogate.org>; Umesh Shah <UShah@safna.com>
Subject: FW: Well 19 - Time Extension Request Letter

Please sign and return. (\$6589-\$600)

From: Michael Garcia [MGarcia@genpump.com]
Sent: Wednesday, April 14, 2021 9:47 AM
To: Ana Ananda
Subject: Well 19 - Time Extension Request Letter

Good Morning Ana,

Please see the attached time extension request letter for review. Let me know if you have any questions or need any additional information.

Thanks

Take Care,

Michael R. Garcia

Project Manager / Engineer

GENERAL PUMP COMPANY, INC.

Main Office, and Pump Manufacturing and Engineering Facility

159 North Acacia Street

**CITY OF SOUH GATE
WELL NO. 19 PUMP REPLACEMENT - 665-WTR**

DATE: 4/14/2021

LOG OF ISSUES & POTENTIAL CHANGE ORDERS

TYPE	
A	Added Scope
C	Change in Scope
RD	Rain Day
TBD	To Be Determined
RCW	Req. Contract Work
UFC	Unforeseen Cond
E&O	Errors & Ommis

STATUS:	
C.O. Request Approved	A
C.O. Request Denied/ Deleted	D
C.O. Request In Process	I
Under Review	U
Issue Resolved	R
Clarification Issued	CI
Withdrawal	W
C.O. Forthcoming for Approval	F
Potential Credits to be Issued	C

Issue No.	TYPE	REF	DATE	DESCRIPTION	Requested Cost	Approved Cost	Actual Cost	C.O. #	Days #	REMARKS	STATUS	BIC	Closed Date
1	A	N/A	04/14/21	Temporary Discharge Piping	\$6,589.00	\$6,589.00	\$6,589.00	1		Discharge piping to Catch Basin not in contract	A		04/14/21
2	C	N/A	04/14/21	Deduct for Disinfection	(\$600.00)	(\$600.00)	(\$600.00)	1		Disinfection by Field Staff	A		4/14/2021
3	A	N/A	04/14/21	Time Extension	\$0.00	\$0.00	\$0.00	1	57	Miscellaneous delays	A		4/14/2021
Totals					\$5,989.00	\$5,989.00	\$5,989.00		\$57.00				

EXHIBIT 1 – Location Map

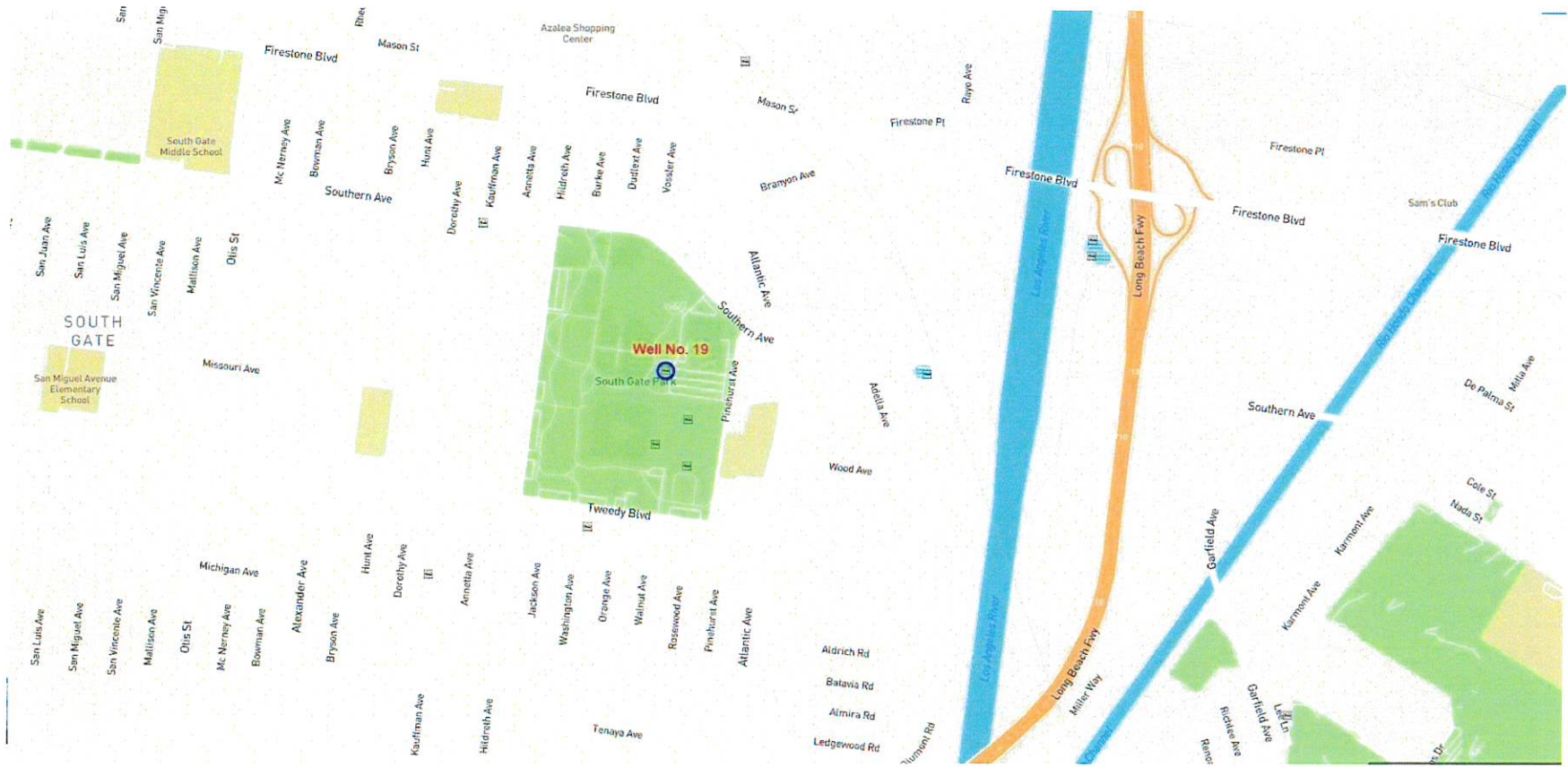
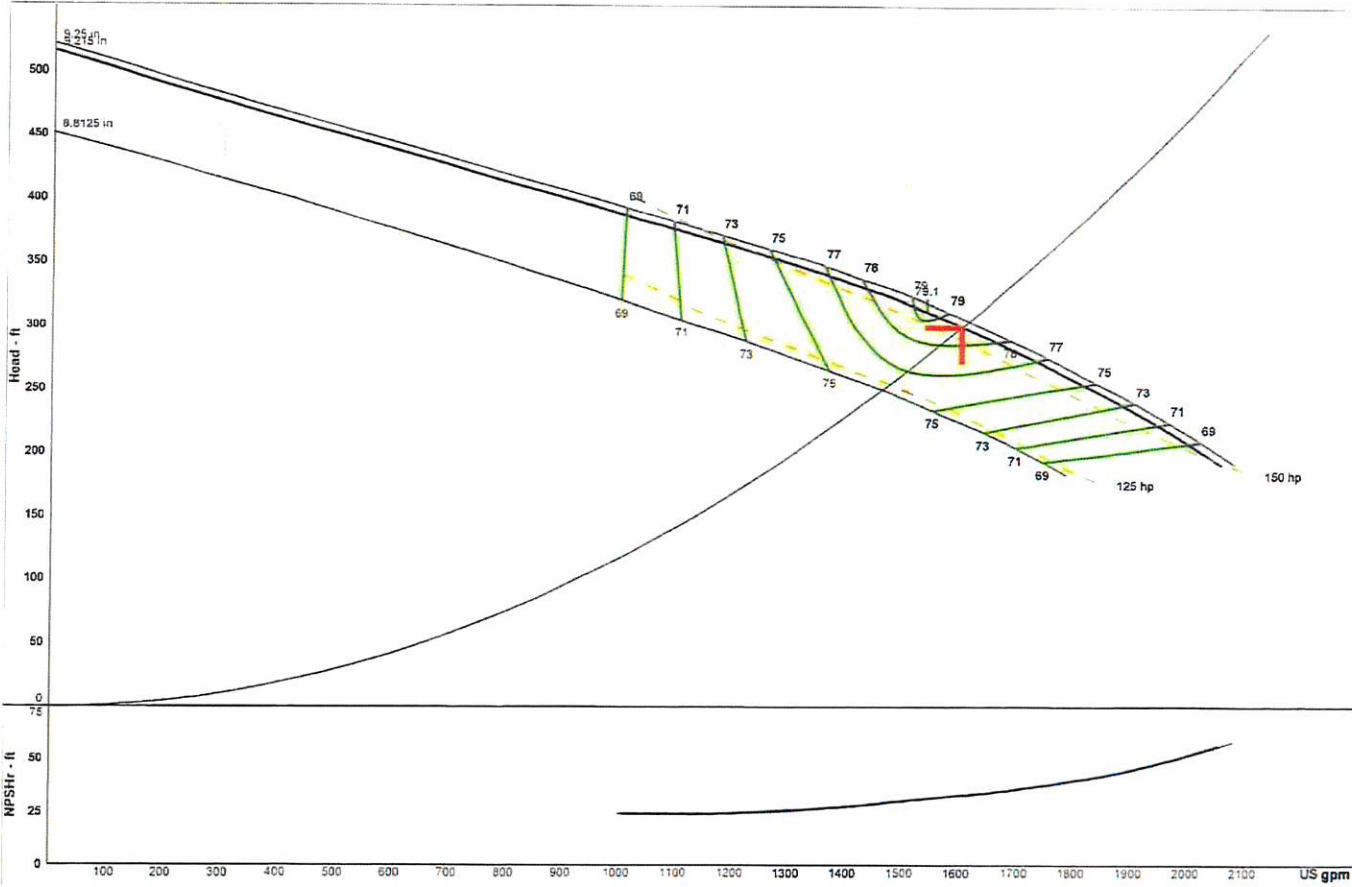


EXHIBIT 3 – Pump Data



Company:
Name:
8/22/2019

Hydroflo Pumps USA, Inc.
Catalog: Hydroflo VS Pumps.60, Vers 18.3
Vertical - 1800 rpm
Design Point: 1600 US gpm, 300 ft

Size: 12MC (7 stage)
Speed: 1770 rpm
Dia: 9.215 in
Curve: 111611
Impeller: 12MC SS ENCL.



RECEIVED

City of South Gate

Item No. 10

CITY COUNCIL

JUN 2 2021

AGENDA BILL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:50pm

For the Regular Meeting of: **June 8, 2021**

Originating Department: **Public Works**

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: NOTICE OF COMPLETION FOR THE CITY HALL COMPLEX EXTERIOR AND INTERIOR WAYFINDING SIGNAGE IMPROVEMENTS PROJECT, CITY PROJECT NO. 502-ARC

PURPOSE: Construction of the City Hall Complex Exterior and Interior Wayfinding Signage Improvements Project (Project) is complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the project and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Accepting completion of construction, effective April 23, 2021, of the City Hall Complex Exterior and Interior Wayfinding Signage Improvements Project, City Project No. 502-ARC, constructed by Tim Turner dba Turner Signs & Graphics; and
- b. Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: The Project is part of the larger City Hall Complex and Facilities Improvements Project. The Project budget is \$111,664 and it is funded with General Funds, in Account No. 311-790-49-9904 (Capital Improvements – City Hall Complex Exterior and Interior Wayfinding Signage Improvements Project). The final expenditures are summarized below:

Project Components	Account No. 311-790-49-9904
Design	\$9,000
Construction Contract Cost	\$87,262
Const. Contract Change Order No. 1	\$4,113
Project Management (Staff Augmentation Services)	\$9,750
Project Management (City Staff)	\$510
Project Bid Advertisement and Elect. Supplies	\$1,029
Total Project Cost	\$111,664

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

ANALYSIS: The Public Contract Code establishes requirements that the City must abide to prior to releasing the final payment on construction projects. The Notice of Completion provides written notice to concerned parties that all work on the project has been completed. The Notice of Completion initiates the 35 day period within which concerned parties may exercise their lien rights for the work they performed on the Project. The City may use a part or all of the 5% retention payment to settle any

liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release the retention and any remaining amount due to Contractor.

BACKGROUND: The Project was implemented to improve the public's ability to navigate the buildings of the City Hall Complex and to make it easy to locate City Departments. The work included fabricating and installing, (a) three monument signs in front of City Hall, the South Gate Police Department and the Civic Center Building, (b) seven wall mounted directional signs and Department signs, in the hallways of the City Hall, and (c) public counter signs for the Community Development Department, Building & Safety Division, Housing Division and the Public Works, Engineering Division.

On February 26, 2019, the City Council awarded Contract No. 3509 to Tim Turner dba Turner Signs & Graphics for the construction of the Project. Construction began on June 24, 2019 and was completed on April 23, 2021. The Contractor has met all of the contract obligations. Work was performed in accordance with the approved specifications with acceptable quality and workmanship within budget and time. The City Council may now accept the Project as complete.

The original contract amount was \$88,163. One City-initiated change order was necessary to complete construction. Change Order No. 1 was in the amount of \$3,213. It provided for additional signs, sign modifications and reduction of two hallway signs. The final contract amount inclusive of Contract No. 3509 and Change Order No. 1 was \$91,375.

Change Order No. 1 was approved administratively in accordance with South Gate Municipal Code Section 1.54.610 (Approval of Modifications and Change Orders), Chapter 1.54 (Purchasing System and Bidding Rules, Title 1 (Administration and Personnel)). This provision authorizes staff to approve change orders administratively that are equal to or less than \$50,000 or twenty percent of the original contract price, whichever is less.

The City Council may now accept the Project as complete. The Notice of Completion can now be filed with the Los Angeles County Registrar Recorder's Office.

ATTACHMENTS: A. Notice of Completion
B. Change Order No. 1

EM:lc

RECORDING REQUESTED BY

AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
- 2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue South Gate, CA 90280	In Fee

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)
- 4 A work of improvement on the property hereinafter described was COMPLETED ON 4/23/21
- 5 The name of the CONTRACTOR, if any, for such work of improvement was Ted Turner dba Turner Signs & Graphics, 4518 Snake River Road, Riverside, CA 92501.
- 6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

CITY HALL COMPLEX EXTERIOR AND INTERIOR WAYFINDING SIGNAGE IMPROVEMENTS PROJECT, CITY PROJECT NO. 502-ARC,

- 7 The street and address of said property is: 8620 California Ave, South Gate, CA 90280 Dated: June 8, 2021

8 Signature of _____

Owner or Owners Al Rios, Mayor
City of South Gate

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER

CHANGE ORDER	1	CITY PROJECT #:	502-ARC
PROJECT TITLE:	City Hall Complex Exterior and Interior Wayfinding Signage Improvements.	PURCHASE ORDER #:	5186
CONTRACT #:	3509	CHANGE REQUESTED BY:	City of South Gate
CONTRACTOR:	Turner Signs & Graphics	DATE:	2/23/2021
ADDRESS:	4518 Snake River Road Riverside, CA 92501	ACCOUNT NO.:	311-790-39-9470

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

CHANGE ORDER SUMMARY	Cost	Working Days
Original Contract Amount:	\$ 88,162.50	0
Previous Change Order No. 0 amounts to date:	\$ -	0
Current Change Order No. 1 amounts to date:	\$ 3,212.51	0
Total increase (or decrease) to contract (all change orders) to date:	\$ 3,212.51	0
Revised Total Contract Amount:	\$ 91,375.01	0
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	3.64%	

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change in Bid Item Quantities										
BID ITEMS	DETAILED DESCRIPTION	UNIT	CONTRACT QUANTITY	CHANGE ORDER QUANTITY	PREVIOUS ESTIMATE	ADJUSTED CONTRACT QUANTITY TO DATE	CONTRACT UNIT PRICE	ADJUSTED UNIT PRICE	CONTRACT CHANGE ORDER AMOUNT	Time Extension Working Days
	Move City Hall hallway wall mounted sign to new location.	Ea.	0	1	0	1	\$0	\$375.00	\$ 375.00	0
	Provide/install new over the door sign (Planning, Zoning, etc.).	Ea.	0	1	0	1	\$0	\$800.00	\$ 800.00	0
	Provide free standing pedestal signs - Finance Dept.	Ea.	0	3	0	3	\$0	\$487.50	\$ 1,482.50	0
	Move SGPD outside wall mounted directory sign to new location.	Ea.	0	1	0	1	\$0	\$375.00	\$ 375.00	0
	Remove North, South and West board signs and reinstall over entry doors, install new boards to read City Clerk with arrows per artwork.	Ea.	0	3	0	3	\$0	\$368.67	\$ 1,100.01	
8	Credit for 2 signs dropped from project (signs not necessary).	Ea.	25	23	0	2	\$450.00	\$450.00	\$ (900.00)	0
									Total Cost: \$ 3,212.51	0

THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS: \$ -

Approval Recommended by: *Emilio Murga* Date: 3-12-21
 Emilio M. Murga, P.E, Project Manager

Approval Recommended by: *Gladis Deras* Date: 3/16/21
 Gladis Deras, Senior Engineer

Approval Recommended by: *Jose Loera* Date: 3-15-2021
 Jose Loera, Interim Assistant City Engineer

Accepted by: *Arturo Cervantes* Date: 3/17/21
 Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works

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 filling a written protest within the time therein specified.

Accepted by: *Tim Turner* Date: 3/18/21
 Tim Turner,
 Title: Sole Proprietor

RECEIVED

City of South Gate
CITY COUNCIL

Item No. 11

JUN 8 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

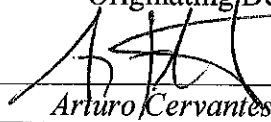
3:50pm

AGENDA BILL

For the Regular Meeting of: June 8, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: NOTICE OF COMPLETION FOR THE SOUTH GATE POLICE DEPARTMENT PARKING LOT EXPANSION PROJECT, CITY PROJECT NO. 594-GEN

PURPOSE: Construction of the South Gate Police Department Parking Lot Expansion Project (Project) is complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the project and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Accepting completion of construction, effective April 30, 2021, of the South Gate Police Department Parking Lot Expansion Project, City Project No. 594-GEN, constructed by EC Construction Co.; and
- b. Directing the City Clerk to file a Notice of Completion with Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: The Project budget is \$240,000 and it is funded with General Funds, in Account No. 311-790-39-9113 (Capital Improvements – South Gate Police Department Parking Lot Expansion Project). The final expenditures are summarized below:

Project Components	Account No. 311-790-39-9470
Design Phase	
Design	\$25,244
Consultant Time	\$15,142
Subsurface investigation (Potholing)	\$1,673
LID Report	\$5,000
Publication & Printing of Plans	\$592
<i>Design Costs Total</i>	\$47,651
Construction Phase	
Original Construction Contract Cost	\$154,674
Change Order No. 1	\$1,515
Change Order No. 2	\$12,741
Change Order No. 3 (Balancing Change Order)	\$572
<i>Construction Contract Total</i>	\$169,502
Consultant Time	\$4,833
Soil Compaction Testing	\$1,595
Notice of Exemption Fees	\$75
<i>Construction Total</i>	\$6,503
Total Project Cost	\$223,656

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

ANALYSIS: The Public Contract Code establishes requirements that the City must abide to prior to releasing the final payment on construction projects. The Notice of Completion provides written notice to concerned parties that all work on the project has been completed. The Notice of Completion initiates the 35-day period within which concerned parties may exercise their lien rights for the work they performed on the Project. The City may use a part or all of the 5% retention payment to settle any liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release the retention and any remaining amount due to Contractor.

BACKGROUND: The South Gate Police Department (SGPD) Parking Lot Expansion Project (Project) was constructed to increase parking capacity in the SGPD parking lot, by adding eight new parking stalls. The work included extending the perimeter block wall to make way for the new parking stalls; constructing new asphalt concrete pavement and parking lot lighting; re-constructing landscape and irrigation improvements; and installing a storm water infiltration unit.

On January 26, 2021, the City Council awarded Contract No. 2021-07-CC to EC Construction Co. Construction began on February 22, 2021 and was field accepted by City staff on April 30, 2021. The Contractor has met all of the contract obligations. Work was performed in accordance with the approved specifications with acceptable quality and workmanship within budget and time.

The final construction contract amount is \$169,502. This includes the original contract amount of \$154,674 and three change orders.

- Change Order No. 1, in the amount of \$1,515, provided for special masonry wall inspection and installation of a new electrical pull box at the southeast corner of California Avenue and Ardmore Avenue.
- Change Order No. 2, in the amount of \$12,741, was needed to install an additional course of masonry block wall, caulking of expansion joint fillers, and cementing of angular rocks in place. The South Gate Police Department requested the angular rocks on the landscape area adjacent to the newly built wall to be cemented in place. This is due to the security risks that it can impose to the parking lot. This work was not included on the construction contract.
- Change Order No. 3, in the amount of \$572, covers the balancing change order that shows the additional quantities on the contract bid items.

Change Order No. 1, 2 and 3 were approved administratively in accordance with South Gate Municipal Code Section 1.54.610 (Approval of Modifications and Change Orders), Chapter 1.54 (Purchasing System and Bidding Rules, Title 1 (Administration and Personnel)). This provision authorizes staff to approve change orders administratively that are equal to or less than \$50,000 or twenty percent of the original contract price, whichever is less.

The City Council may now accept the Project as complete. The Notice of Completion can now be filed with the Los Angeles County Registrar Recorder's Office.

ATTACHMENTS: A. Notice of Completion
B. Change Order No. 1
C. Change Order No. 2
D. Change Order No. 3

JR:lc

RECORDING REQUESTED BY

AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
- 2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue	In Fee
	South Gate, CA 90280	

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)
- 4 A work of improvement on the property hereinafter described was COMPLETED ON 4/30/21
- 5 The name of the CONTRACTOR, if any, for such work of improvement was EC Construction Co., 2213 Chico Ave., South El Monte, CA 91733.
- 6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

SOUTH GATE POLICE DEPARTMENT PARKING LOT EXPANSION PROJECT, CITY PROJECT NO. 594-GEN ,

- 7 The street and address of said property is: 8620 California Ave, South Gate, CA 90280 Dated: May 25, 2021

8 Signature of } _____

Owner or Owners Al Rios, Mayor
City of South Gate

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above



City of
South
Gate

City of South Gate, Public Works Department
Contract Change Order

Date 4/1/2021 Change Order No. 1

Account/Contract No. 311-790-39-9113 / 2021-07-CC

Contractor: EC CONSTRUCTION

Account Code _____

Contract Date: 1/26/21

Account Code _____

Plan Reference : SGPD PARKING LOT EXPANSION PROJECT, CITY PROJECT NO. 594-GEN

Change Order Amount : \$1,514.89 Extension of Contract, if warranted 0 working days: 0

Reason for Change: 1. Special Masonry Wall Inspection

2. Provide a new Caltrans #6 Pull Box

Description of Change: See Attachment for Change Order Details.

Original Contract Amount	\$154,674.00
Total of previous authorized Change Orders	0
New Change Order Amount	\$1,514.89
New Contract Amount	\$156,188.89

The Changes described above are hereby authorized.

Approved: _____, 20____.

JOHN RICO 4/1/21
Project Engineer

Emilia 4/1/21
Deputy City Engineer

[Signature] 4/6/21
Assistant City Manager/Director of Public Works

John K. Walters 4/12/21
Contractor JOHN K. WALTERS, PRESIDENT

By Authorized Agent

Construction Manager

Original - Project File
CC: - EC Construction
- Public Works Department



City of South Gate, Public Works Department
Contract Change Order

City of
**South
 Gate**

Date 4/1/2021 Change Order No. 1

Account/Contract No. 311-790-39-9113 / 2021-07-CC

Contractor: EC CONSTRUCTION

Account Code _____

Contract Date: 1/28/21

Account Code _____

Plan Reference : SGPD PARKING LOT EXPANSION PROJECT, CITY PROJECT NO. 594-GEN

Change Order Amount : \$1,514.89 Extension of Contract, if warranted 0 working days: 0

Reason for Change: 1. Special Masonry Wall Inspection

2. Provide a new Caltrans #6 Pull Box

Description of Change: See Attachment for Change Order Details.

Original Contract Amount	\$154,874.00
Total of previous authorized Change Orders	0
New Change Order Amount	\$1,514.89
New Contract Amount	\$156,188.89

The Changes described above are hereby authorized.

Approved: _____, 20____.

JOHN RICO 4/1/21
 Project Engineer

 Contractor

[Signature] 4/1/21
 Deputy City Engineer

 By Authorized Agent

[Signature] 4/6/21
 Assistant City Manager/Director of Public Works

 Construction Manager

Original - Project File
 CC: - EC Construction
 - Public Works Department

CHANGE ORDER NO. 1
SGPD PARKING LOT EXPANSION PROJECT (594-GEN)
EC CONSTRUCTION
CHANGE ORDER DETAILS

1. SPECIAL MASONRY WALL INSPECTION

- a. Special inspector for the masonry wall.
- b. Per the Building and Safety inspector's request, special inspector should do a separate inspection for the masonry wall, as called for in project plans, Sheet No. 3 of 9, Special Inspection Note.
- c. The wall is located at the new parking area of the South Gate Police Department.
- d. As per the change order request #2, the total inspection cost is \$1,339.80.
- e. No additional working days.

2. PROVIDE A NEW CALTRANS #6 PULL BOX

- a. Furnish and install new #6 pull box.
- b. The existing pull box that needs to be adjusted to grade is already cracked and damaged.
- c. The location is at S/E corner of Ardmore Ave and California Ave, near the curb ramp.
- d. As per the change order request #4, the new pull box cost is \$175.09.
- e. No additional working days.

BID PROPOSAL AND CONTRACT



2213 CHICO AVE./SO. EL MONTE, CA 91733
Phone: (626) 444-9596 Fax: (626) 444-3077
California Contractors License #366814

DATE 3/10/2021

TO
City of South Gate
8650 California Avenue
South Gate, Ca. 90280
Attn: John Rico

JOB ADDRESS
Police Department Parking Lot Expansion
8620 California Avenue

We agree to furnish all labor, materials, equipment and supervision necessary to complete the following

Change order request #2
Deputy inspection, testing and results for masonry wall grout pours per City building department.

Julio Najarro Inspection's	\$1,200.00
10% markup	\$120.00
Bonds	\$19.80
Total	\$1,339.80

The above described work will be performed in a workman like manner and in accordance with standard practices.
TERMS Unless credit arrangements have been made, in writing, in advance, the invoice for the work described herein is due and payable on presentation
1 1/2 % per month will be charged on a daily basis on all accounts or portions thereof not paid within 10 days of the date of the invoice. Customer agrees
to pay reasonable attorney fees and collection costs incurred by E.C. Construction Co. for the collection of both principal and interest due to customer's
failure to pay per this agreement
Unless otherwise specified, if this proposal is not accepted within 20 days from bid date, we reserve the right of cancellation

APPROVE AND ACCEPTED

Date _____ 20____

Respectfully Submitted,

E.C. CONSTRUCTION CO.

By Dave Willite

Dave Willite

INVOICE


E C CONSTRUCTION
2213 CHICO AVE
EL MONTE, CALIFORNIA 91733
(626) 705-2126
(626) 444-9596

Julio Najarro Inspection's
3023 E Thompson
Long Beach, CA 90805
Phone: (323) 536-3711
Email: najarro33@gmail.com

Payment Terms Due upon receipt
Invoice # 000335
Date 03/04/2021

Description	Total
CMU WALL AT PERIMETER LINE AT 8620 CALIFORNIA AVE SOUTH GATE	\$600.00
03-04-2021 GROUT PLACEMENT	
4 hrs. \$120.00	\$480.00
1 grout sample box pick up included.	\$120.00

Subtotal \$600.00
Total \$600.00


Signed on: 03/07/2021

Julio Najarro

E C CONSTRUCTION

INVOICE

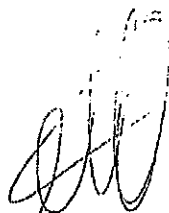
E C CONSTRUCTION
2213 CHICO AVE
EL MONTE, CALIFORNIA 91733
(626) 705-2126
(626) 444-9596

Julio Najarro Inspection's
3023 E Thompson
Long Beach, CA 90805
Phone: (323) 536-3711
Email: najarro33@gmail.com

Payment Terms Due upon receipt
Invoice # 000336
Date 03/07/2021

Description	Total
CMU WALL AT PERIMETER LINE AT 8620 CALIFORNIA AVE SOUTH GATE	\$600.00
03-08-2021 GROUT PLACEMENT	
4 hrs. \$120.00	\$480.00
1 sample box pick up included.	\$120.00

Subtotal \$600.00
Total \$600.00



Signed on: 03/07/2021

Julio Najarro

E C CONSTRUCTION

BID PROPOSAL AND CONTRACT



2213 CHICO AVE./SO. EL MONTE, CA 91733
Phone: (626) 444-9596 Fax: (626) 444-3077
California Contractors License #366814

DATE 3/31/2021

TO
City of South Gate
8650 California Avenue
South Gate, Ca. 90280
Attn: John Rico

JOB ADDRESS
Police Department Parking Lot Expansion
8620 California Avenue

We agree to furnish all labor, materials, equipment and supervision necessary to complete the following

Change order request #4
Deliver and provide a new Caltrans #6 pull box.

#6 pull box	\$150.00
15% mark up	\$22.50
1 1/2% bonds	\$2.59
Total	\$175.09

The above described work will be performed in a workman like manner and in accordance with standard practices.
TERMS Unless credit arrangements have been made, in writing, in advance, the invoice for the work described herein is due and payable on presentation.
1 1/2% per month will be charged on a daily basis on all accounts or portions thereof not paid within 10 days of the date of the invoice. Customer agrees to pay reasonable attorney fees and collection costs incurred by E.C. Construction Co. for the collection of both principal and interest due to customer's failure to pay per this agreement.
Unless otherwise specified, if this proposal is not accepted within 20 days from bid date, we reserve the right of cancellation.

APPROVE AND ACCEPTED

Date _____ 20____

Respectfully Submitted,

E.C. CONSTRUCTION CO.

By Dave Wilhite

Dave Wilhite



City of South Gate, Public Works Department
Contract Change Order

City of
South Gate

Date 4/5/2021 Change Order No. 2 - Revised

Account/Contract No. 311-790-39-9113 / 2021-07-CC

Contractor: **EC CONSTRUCTION**

Account Code _____

Contract Date: 4/20/21

Account Code _____

Plan Reference : **SGPD PARKING LOT EXPANSION PROJECT, CITY PROJECT NO. 594-GEN**

Change Order Amount : **\$12,740.33** Extension of Contract, if warranted 0 working days: 3

Reason for 1. Install an additional course of masonry block on wall including grout & steel reinforcement

Change: 2. Caulk expansion joints in new masonry wall

3. Cement angular rocks in place

Description of Change: See Attachment for Change Order Details.

Original Contract Amount	<u>\$154,674.00</u>
Total of previous authorized Change Orders	<u>\$1,514.89</u>
New Change Order Amount	<u>\$12,740.33</u>
New Contract Amount	<u>\$168,929.22</u>

The Changes described above are hereby authorized.

Approved: _____, 20____.

JOHN RICO
 Project Engineer

[Signature] 4/20/21
 Deputy City Engineer

[Signature]
 Assistant City Manager/Director of Public Works

John K. Walters 4/22/21
 Contractor JOHN K. WALTERS, PRESIDENT

By Authorized Agent

Construction Manager

Original - Project File
 CC: - EC Construction
 - Public Works Department

CHANGE ORDER NO. 2 - REVISED
SGPD PARKING LOT EXPANSION PROJECT (594-GEN)
EC CONSTRUCTION
CHANGE ORDER DETAILS

TOTAL AMOUNT CHANGE ORDER #2 (REVISED)
= \$2020.86 + \$1,935.91 + \$8,783.56 = \$12,740.33

**INSTALL AN ADDITIONAL COURSE OF MASONRY BLOCK ON WALL INCLUDING
GROUT & STEEL REINFORCEMENT**

- a. Lay additional one course of concrete block.
- b. Due to difference on terrain, one additional course of concrete block should be laid to match the height of the existing wall.
- c. The concrete block is laid all around the perimeter wall at the new parking area of the Police Department.
- d. Per change order request #3, the total cost is \$2,020.86.
- e. No additional working days.

CAULK EXPANSION JOINTS IN NEW MASONRY WALL

- a. Caulk expansion joints of the newly built concrete block wall.
- b. Fillers should be installed in between the expansion joints to eliminate the gaps between the walls.
- c. The expansion joints are located on the newly built concrete block wall.
- d. Per change order request #5, the total cost is \$1,935.91
- e. 1 additional working day needed.

CEMENT ANGULAR ROCKS IN PLACE

- a. Caulk expansion joints of the newly built concrete block wall
- b. Per the Police Department's request, the angular rocks should be cemented in place to prevent people from picking it up and throwing into the parking lot.
- c. The angular rocks to be cemented in place are on the landscape area adjacent to the newly built concrete block wall along California Avenue and Ardmore Avenue.
- d. Per change order request #6, the total cost is \$8,783.56
- e. 2 additional working days needed.

BID PROPOSAL AND CONTRACT



2213 CHICO AVE./SO. EL MONTE, CA 91733
Phone: (626) 444-9596 Fax: (626) 444-3077
California Contractors License #366814

DATE 3/31/2021

TO
City of South Gate
8650 California Avenue
South Gate, Ca. 90280
Attn: John Rico

JOB ADDRESS
Police Department Parking Lot Expansion
8620 California Avenue

We agree to furnish all labor, materials, equipment and supervision necessary to complete the following

Change order request #3

Install an additional course of masonry block on wall including grout and steel reinforcement.

Patterson Masonry	\$1,810.00
10% mark up	\$181.00
1 1/2% bonds	\$29.86
Total	\$2,020.86

The above described work will be performed in a workman like manner and in accordance with standard practices.
TERMS: Unless credit arrangements have been made, in writing, in advance, the invoice for the work described herein is due and payable on presentation. 1 1/2 % per month will be charged on a daily basis on all accounts or portions thereof not paid within 10 days of the date of the invoice. Customer agrees to pay reasonable attorney fees and collection costs incurred by E.C. Construction Co. for the collection of both principal and interest due to customer's failure to pay per this agreement.
Unless otherwise specified, if this proposal is not accepted within 20 days from bid date, we reserve the right of cancellation.

APPROVE AND ACCEPTED

Date _____ 20____

Respectfully Submitted,

E.C. CONSTRUCTION CO.

By Dave Willhite

Dave Willhite

BID PROPOSAL AND CONTRACT



2213 CHICO AVE./SO, EL MONTE, CA 91733
Phone: (626) 444-9596 Fax: (626) 444-3077
California Contractors License #366814

DATE 4-7-2021

TO
City of South Gate
8650 California Ave.
South Gate, Ca. 90280
Attn: John Rico

JOB ADDRESS
Police Department Parking Lot Expansion
8620 California Ave.

We agree to furnish all labor, materials, equipment and supervision necessary to complete the following

Change order request #5
Caulk expansion joints in new masonry wall.

Patterson: Labor	\$1,200.00
Equipment Crew Truck	\$100.00
Materials- Caulking	\$207.75
15% markup	\$226.16
10% EC markup	\$173.39
1 1/2% bonds	\$28.61
Total	\$1,935.91

The above described work will be performed in a workman like manner and in accordance with standard practices.
TERMS: Unless credit arrangements have been made, in writing, in advance, the invoice for the work described herein is due and payable on presentation. 1 1/2% per month will be charged on a daily basis on all accounts or portions thereof not paid within 10 days of the date of the invoice. Customer agrees to pay reasonable attorney fees and collection costs incurred by E.C. Construction Co. for the collection of both principal and interest due to customer's failure to pay per this agreement.
Unless otherwise specified, if this proposal is not accepted within 20 days from bid date, we reserve the right of cancellation.

APPROVE AND ACCEPTED

Date _____ 20____

Respectfully Submitted,

E.C. CONSTRUCTION CO.

By Dave Wilhite

Dave Wilhite

BID PROPOSAL AND CONTRACT



2213 CHICO AVE./SO, EL MONTE, CA 91733
Phone: (626) 444-9596 Fax: (626) 444-3077
California Contractors License #366814

DATE 4-13-2021

TO
City of South Gate
8650 California Ave.
South Gate, Ca, 90280
Attn: John Rice

JOB ADDRESS
Police Department Parking Lot Expansion
8620 California Ave.

We agree to furnish all labor, materials, equipment and supervision necessary to complete the following

Change order request #6

Option #1 Remove existing rock, grade and pour 4" concrete with reset rocks in concrete between sidewalk and new masonry wall along California Avenue and Ardmore St.

Materials	\$600.00
Labor	\$5,625.00
Equipment	\$1,300.00
15% markup	\$1,128.75
1 1/2% bonds	\$129.81
Total	\$8,783.56

The above described work will be performed in a workman like manner and in accordance with standard practices.
TERMS: Unless credit arrangements have been made, in writing, in advance, the invoice for the work described herein is due and payable on presentation. 1 1/4 % per month will be charged on a daily basis on all accounts or portions thereof not paid within 10 days of the date of the invoice. Customer agrees to pay reasonable attorney fees and collection costs incurred by E.C. Construction Co. for the collection of both principal and interest due to customer's failure to pay per this agreement.
Unless otherwise specified, if this proposal is not accepted within 20 days from bid date, we reserve the right of cancellation.

APPROVE AND ACCEPTED

Date _____ 20____

Respectfully Submitted,

E.C. CONSTRUCTION CO.

By

Dave Wilkino

CONTRACT/PO CHANGE ORDER

CHANGE ORDER #: 3 - Balancing Change Order
 PROJECT TITLE: SGPD Parking Lot Expansion Project
 CONTRACT #: 2021-07-CC
 CONTRACTOR: EC Construction

CITY PROJECT #: 594-GEN
 PURCHASE ORDER #: 6136
 CHANGE REQUESTED BY: City of South Gate
 DATE OF REPORT: 5/4/2021

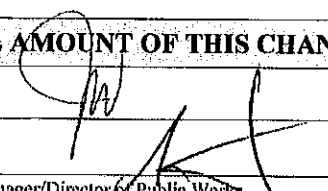

	Cost	Calendar Days
Original contract/PO amount:	\$ 154,674.00	30
Previous Change Orders amount:	\$ 14,255.22	3
This Change Order amount:	\$ 572.48	0
Total Increase to contract (all change orders) to date:	\$ 14,827.70	3
Revised total contract amount:	\$ 169,501.70	33
Percentage of total increase (or decrease) to contract amount to date:		

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change in Bid Item Quantities									
Item #	Detailed description	Contract Quantity	Previous Change Orders Quantity	THIS Change Orders Quantity	Total Adjusted Contract Quantity	Unit	Unit Cost	Change Order Cost	Time Extension Working Days
1	Balancing Change Order (See attachment for change order details.)	0	0	0	0	LS	\$0.00	\$572.48	0

Total Cost: \$572.48 0

THE TOTAL AMOUNT OF THIS CHANGE ORDER IS: \$572.48

Approval Recommended by: 
 John Rico, Project Manager
 Approved by: 
 Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works

Date: 5-12-21
 Date: 5/12/21

Approved by: _____
 Jacquelyn Acosta, Director of Administrative Services

Date: _____



City of South Gate, Public Works Department
Contract Change Order

City of
South Gate

Date 5/6/2021 Change Order No. 3

Account/Contract No. 311-790-39-9113 / 2021-07-CC

Contractor: EC CONSTRUCTION

Account Code _____

Contract Date: 1/26/21

Account Code _____

Plan Reference : SGPD PARKING LOT EXPANSION PROJECT, CITY PROJECT NO. 694-GEN

Change Order Amount : \$572.48 Extension of Contract, if warranted 0 working days: 0

Reason for Change: 1. Change in Parking Light Pole Product Model

2. Balancing Change Order

Description of Change: See Attachment for Change Order Details.

Original Contract Amount	<u>\$154,874.00</u>
Total of previous authorized Change Orders	<u>\$14,255.22</u>
New Change Order Amount	<u>\$572.48</u>
New Contract Amount	<u>\$169,501.70</u>

The Changes described above are hereby authorized.

Approved: 5/12/21 2021

[Signature]
 Project Engineer

[Signature]
 Deputy City Engineer

[Signature]
 Assistant City Manager/Director of Public Works

[Signature]
 Contractor JOHN K. WALTERS, PRESIDENT

 By Authorized Agent

 Construction Manager

Original - Project File
 CC: - EC Construction
 - Public Works Department

CHANGE ORDER NO. 3
SGPD PARKING LOT EXPANSION PROJECT (594-GEN)
EC CONSTRUCTION
CHANGE ORDER DETAILS

TOTAL AMOUNT CHANGE ORDER #3 = \$572.48

CHANGE IN PARKING LIGHT POLE PRODUCT MODEL

- a. Furnish and install parking light pole based on the new product specification proposed by the contractor.
- b. The light pole product is changed because the one specified on the plans (Pole No. VS-SSSA-20-6060-11-AB-FP) has a lead time of 5-6 weeks. The proposed new light pole (Pole No. VS-SSSA-20-4040-11-AB-FP) has a lead time of only 2-3 weeks.
- c. The location is at S/E corner of Ardmore Ave and California Ave, inside the PD parking lot.
- d. There is no change in price for the light pole because both prices are substantially the same.
- e. No additional working days.

BALANCING CHANGE ORDER

- a. Balancing change order.
- b. This shows the overage or balance for each bid item specified on the project. This quantities are based on the actual conditions and determined after the construction.
- c. The location is at 8620 California Ave, South Gate, CA 90280.
- d. See table below for the adjusted costs.

Bid Item #	Detailed description	Contract Quantity	THIS Change Orders Quantity	Total Adjusted Contract Quantity	Unit	Unit Cost	Change Order Cost
3	Unclassified Excavation	70	-12	58	CY	\$193.25	-\$2,319.00
4	Construct 3-inch Thick AC pavement	50	8	58	TON	\$192.90	\$1,535.48
5	Construct 9' High (8' Exposed) CMU Site Wall	140	-4	136	LF	\$316.00	-\$1,264.00
8	Construct 4-inch Thick PCC Walkway/Sidewalk	600	230	830	SF	\$10.00	\$2,300.00
15	Construct 4" PVC Drain Line	20	4	24	LF	\$80.00	\$320.00

Total \$572.48

- e. No additional working days.



QUOTATION

2099 S. State College Bl
Suite 200
Anaheim, CA 92806

Quotation Details

Job Name:	Elecnor Belco Electric, Inc.-	Date Created:	2/3/21
Quote #:	962057	Exp. Date:	3/20/21

Contact Information

Prepared By:	Jeff Wallace	Contact Name:	John Wong
Phone #:	(714) 712-8568	Phone #:	(909) 993-5470
E-Mail:	jeff.wallace@gexpro.com	Email:	jwong@elecnor.com
Fax:		Fax:	

Address Information

Bill To Name:	Elecnor Belco Electric, Inc. (1433412)	Ship To Name:	
Bill To:		Ship To:	91710

Standard Products

Qty	Product	Sale Price	Ext. Price
1	[PART#] VS-SSSA-20-4040-11-AB-FP (NAFCO) [DESCRIPTION] 20' Tall x 4.0" OD x 11ga Thick, Square Straight Steel, Anchor Base Light Pole, Full Base Cover, Wiring Hand Hole & Cover, Standard Fixture Mounting & Finish Color, USA Engineered & Manufactured (Includes 3/4" Anchor Bolts)	\$910.00	\$910.00
1	[PART#] VS-DB (NAFCO) [DESCRIPTION] Rugged Architectural Grade, Dark Bronze Painted Finish	\$0.00	\$0.00
1	[PART#] VS-P2 (NAFCO) [DESCRIPTION] Light Fixture Mounting, 2.38" OD x 4" Long, Tenon Top	\$0.00	\$0.00
1	[PART#] VS-S-UPS-R24-1-000-FP-48 (NAFCO) [DESCRIPTION] Single 4' Long, Steel Upsweep Bracket, Pole Top Mount, Powder Coat Finish, USA Engineered & Manufactured	\$274.00	\$274.00
1	[PART#] GL-18-ARLP-147-50-MV-5-BZ-SF (NAFCO) [DESCRIPTION] 147w LED, 17" Low Profile Area Light Fixture w/ Slipfitter Mount Arm, Type V Optics, 120-277v Input VAC, 21752 Nominal Lumens, 300-500w HID Replace, Bronze Finish	\$366.00	\$366.00

- * Pricing includes delivery within the contiguous USA unless otherwise noted and is based on an order release within 60 days.
- * Preshipped anchor bolts at CUSTOMER'S expense.
- * Sales tax calculation (if applicable) will be finalized at order entry (OE).
- * If order quantity & quote quantity are different, pricing is subject to change.
- * Quote is subject to Gexpro's terms and conditions.

Grand Total: \$1,550.00

Important Notes

- Light Poles & Brackets: [3] to [5] weeks estimated production lead time is available. Adder to expedite is \$385.00.
- Dark bronze finish
- 2.38" tenon top
- LED Fixtures: Adjustable slipfitter bracket
- Light pole base: Assumes new foundation install
- Loading Assumption: light poles rated for at [80] MPH.
- Loading Assumption: mounting quantity [1, light fixture]; [1, bracket]; per pole.
- Lightning strikes and voltage surges can cause LED fixture damage; additional surge protection available upon request.
- Non-Standard specifications may add to the production lead time.
- Customer responsible for unloading at time of delivery; line items may ship at different times during production cycle.
- Commercial shipping location with receiving dock can be provided to void limited access delivery charges.
- Quoted Lead time is an estimate and is subject to change as business conditions change.

IMPORTANT: Do you require vibration dampeners? We recommend vibration dampeners be used when (1) light poles are being installed on a parking ramp, deck, bridge, pier, airport, train or subway hub/terminal or known problem area (2) a load of 0.75 EPA or smaller is going on the light poles and (3) light poles are being used as camera supports and/or will have non-standard appendages attached to them.



QUOTATION

2099 S. State College Bl
Suite 200
Anahelm, CA 92806

Quotation Details

Job Name:	Elecnor Belco Electric, Inc.-	Date Created:	2/3/21
Quote #:	962056	Exp. Date:	3/20/21

Contact Information

Prepared By:	Jeff Wallace	Contact Name:	John Wong
Phone #:	(714) 712-8568	Phone #:	(909) 993-5470
E-Mail:	jeff.wallace@gexpro.com	Email:	jwong@elecnor.com
Fax:		Fax:	

Address Information

Bill To Name:	Elecnor Belco Electric, Inc. (1433412)	Ship To Name:	
Bill To:		Ship To:	91710

Standard Products

Qty	Product	Sale Price	Ext. Price
1	[PART#] VS-SSSA-20-6060-11-AB-FP (NAFCO) [DESCRIPTION] 20' Tall x 6.0" OD x 11ga Thick, Square Straight Steel, Anchor Base Light Pole, Full Base Cover, Wiring Hand Hole & Cover, Standard Fixture Mounting & Finish Color, USA Engineered & Manufactured (Includes 3/4" Anchor Bolts)	\$1,244.00	\$1,244.00
1	[PART#] VS-DB (NAFCO) [DESCRIPTION] Rugged Architectural Grade, Dark Bronze Painted Finish	\$0.00	\$0.00
1	[PART#] VS-P2 (NAFCO) [DESCRIPTION] Light Fixture Mounting, 2.38" OD x 4" Long, Tenon Top	\$0.00	\$0.00
1	[PART#] VS-S-UPS-R24-1-000-FP-48 (NAFCO) [DESCRIPTION] Single 4' Long, Steel Upsweep Bracket, Pole Top Mount, Powder Coat Finish, USA Engineered & Manufactured	\$274.00	\$274.00
1	[PART#] GL-18-ARLP-147-50-MV-5-BZ-SF (NAFCO) [DESCRIPTION] 147w LED, 17" Low Profile Area Light Fixture w/ Slipfilter Mount Arm, Type V Optics, 120-277v Input VAC, 21752 Nominal Lumens, 300-500w HID Replace, Bronze Finish	\$366.00	\$366.00

- * Pricing includes delivery within the contiguous USA unless otherwise noted and is based on an order release within 60 days.
- * Freshipped anchor bolts at CUSTOMER'S expense.
- * Sales tax calculation (if applicable) will be finalized at order entry (OE).
- * If order quantity & quote quantity are different, pricing is subject to change.
- * Quote is subject to Gexpro's terms and conditions.

Grand Total: \$1,884.00

Important Notes

- Light Poles & Brackets: [12] to [14] weeks estimated production lead time.
- Dark bronze finish
- 2.38" tenon top
- LED Fixtures: Adjustable slipfilter bracket
- Light pole base: Assumes new foundation install
- Loading Assumption: light poles rated for at [80] MPH.
- Loading Assumption: mounting quantity [1, light fixture]; [1, bracket]; per pole.
- Lightning strikes and voltage surges can cause LED fixture damage; additional surge protection available upon request.
- Non-Standard specifications may add to the production lead time.
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IMPORTANT: Do you require vibration dampeners? We recommend vibration dampeners be used when (1) light poles are being installed on a parking ramp, deck, bridge, pier, airport, train or subway hub/terminal or known problem area (2) a load of 0.75 EPA or smaller is going on the light poles and (3) light poles are being used as camera supports and/or will have non-standard appendages attached to them.

RECEIVED

JUN 2 2021

City of South Gate
CITY COUNCIL

Item No. 12

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:00pm

AGENDA BILL

For the Regular Meeting of: June 8, 2021
Originating Department: Administrative Services

Department Director:

Jackie Acosta
Jackie Acosta

Interim City Manager:

Chris Jeffers
Chris Jeffers

SUBJECT: EXCESS WORKERS' COMPENSATION INSURANCE POLICY WITH SAFETY NATIONAL CASUALTY CORPORATION

PURPOSE: To renew the City's excess workers' compensation insurance policy with Safety National Casualty Corporation through Alliant Insurance Services, Inc.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving an excess workers' compensation insurance policy with Safety National Casualty Corporation, through Alliant Insurance Services, Inc., for a one-year term of July 1, 2021 through July 1, 2022, with a premium in the amount of \$140,674:
- b. Authorizing payment, in the amount of \$140,674, to Alliant Insurance Services, Inc., for the policy issued by Safety National Casualty Corporation; and
- c. Authorizing the Mayor to execute the "Request to Bind Coverage" in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds, in the amount of \$162,149, are included in the Fiscal Year 2021/22 proposed budget for this item in Account Number 511-220-12-6353 (Risk Management Fund – Insurance Premiums).

ANALYSIS: None.

BACKGROUND: Each year, the City's insurance broker, Alliant Insurance Services, Inc. ("Alliant"), sends out a request for quotes on our excess workers' compensation insurance policy, reviews the quotes and assists the City with finding the best and most cost effective coverage to meet our needs. Last year, staff had recommended that the City Council renew the excess workers' compensation insurance policy with Safety National Casualty Corporation ("Safety National"), through Alliant, for one-year effective July 1, 2021, with the option to renew for Fiscal Year 2021/22, at the same rate. The City Council approved staff's recommendation. This year, Alliant reached out to the various excess workers' compensation insurers for premium quotes and none were able to beat last year's guaranteed rate from Safety National. Therefore, staff is recommending that the City Council approve the renewal of our excess workers' compensation insurance policy for Fiscal Year 2021/22 with Safety National at the same rate as last year. The self-insured retention (SIR) level for all employees remains at \$1,000,000.

ATTACHMENT: Excess Workers' Compensation Insurance Proposal 2021/22



City of South Gate

Excess Workers' Compensation Insurance Proposal 2021 – 2022

May 13, 2021

Lilian Vanvieldt
Executive Vice President

Maria Gregoris, CSRM
Vice President

Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
O 949 756 0271
F 949 756 2713

CA License No. 0C36861

www.alliant.com

Exhibit "A"

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Company Profile

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant offers a comprehensive portfolio of services to clients, including:

- Risk Solutions
- Employee Benefits
 - Strategy
 - Employee Engagement
 - Procurement
 - Analytics
 - Wellness
 - Compliance
 - Benefits Administration
 - Global Workforce
- Industry Solutions
 - Construction
 - Energy and Marine
 - Healthcare
 - Law Firms
 - Public Entity
 - Real Estate
 - Tribal Nations
 - And many other industries
- Co-Brokered Solutions
 - Automotive Specialty
 - Energy Alliance Program
 - Hospital All Risk Property Program
 - Law Firms
 - Parking/Valet
 - Public Entity Property Insurance Program
 - Restaurants/Lodging
 - Tribal Nations
 - Waste Haulers/Recycling
- Business Services
 - Risk Control Consulting
 - Human Resources Consulting
 - Property Valuation

The knowledge that Alliant has gained in its more than eight decades of working with many of the top insurance companies in the world allows us to provide our clients with the guidance and high-quality performance they deserve. Our solution-focused commitment to meeting the unique needs of our clients assures the delivery of the most innovative insurance products, services, and thinking in the industry.

Alliant ranks among the 15 largest insurance brokerage firms in the United States

Alliant Advantage

	Alliant	Competition
1. Satisfying the insurance needs of business for nearly 90 years.	✓	
2. Privately owned and operated.	✓	
3. A full-service insurance agency for all your business, life and health, and personal insurance.	✓	
4. Representing over 40 insurance companies to provide the best and most affordable coverage.	✓	
5. State-licensed support staff.	✓	
6. Dedicated Certificate of Insurance personnel.	✓	
7. Risk management services to help identify hazards and present options.	✓	
8. Workers' compensation insurance claims management at no additional charge.	✓	

Your Service Team

Lilian Vanvieldt

Executive Vice President
lvanvieldt@alliant.com

Phone: 949 660 8116

Maria Gregoris, CSRM

Vice President
mgregoris@alliant.com

Phone: 949 660 5903

Afi Alameddine

Account Manager
Afi.Alameddine@alliant.com

Phone: 949 660 5927

Named Insured / Additional Named Insureds

Named Insured(s)

City of South Gate

Additional Named Insureds

None

NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.

Line of Coverage

Excess Workers' Compensation Coverage

INSURANCE COMPANY	<u>PRESENT 2020-2021</u> Safety National Casualty Corporation	<u>PROPOSED 2021-2022</u> Safety National Casualty Corporation
A.M. BEST GUIDE RATING:	A+ (Superior); XV (\$2 Billion or greater)	A++ (Superior); XV (\$2 Billion or greater)
STANDARD & POOR'S RATING:	A+ (Strong)	A+ (Strong)
CALIFORNIA STATUS:	Admitted	Admitted
COVERAGE TERM:	July 1, 2020 – July 1, 2021	July 1, 2021 – July 1, 2022
LIMITS: Workers' Compensation Employer's Liability	Statutory \$1,000,000	Statutory \$1,000,000
ESTIMATED ANNUAL PAYROLL:	\$29,264,313	\$29,264,313
RATE PER \$100 OF PAYROLL:	0.4807	0.4807
SELF INSURED RETENTION (SIR):	\$1,000,000 Per Occurrence	\$1,000,000 Per Occurrence
ESTIMATED ANNUAL PREMIUM:	\$140,674.00	\$140,674.00
MINIMUM PREMIUM:	\$126,607.00	\$126,607.00
COVERAGE/ENDORSEMENTS & EXCLUSIONS: (Including but not limited to)	<ul style="list-style-type: none"> Employers' Liability Per Occurrence & Aggregate Maximum Limits Of Liability Employers' Liability Maximum Limit And Aggregate Maximum Limit Of Indemnity California Short Rate Cancellation Provision – Specific Excess 	<ul style="list-style-type: none"> Employers' Liability Per Occurrence & Aggregate Maximum Limits Of Liability Employers' Liability Maximum Limit And Aggregate Maximum Limit Of Indemnity California Short Rate Cancellation Provision – Specific Excess

INSURANCE COMPANY	<u>PRESENT 2020-2021</u> Safety National Casualty Corporation	<u>PROPOSED 2021-2022</u> Safety National Casualty Corporation
COVERAGE/ENDORSEMENTS & EXCLUSIONS – CONTINUED: (Including but not limited to)	<ul style="list-style-type: none"> • Policyholder Disclosure Notice Of Terrorism Insurance • California Cancellation Provision 	<ul style="list-style-type: none"> • Terrorism Risk Insurance Program Reauthorization Act Endorsement • California Mandatory Endorsement(S), If Applicable • Employers' Liability Per Occurrence & Aggregate Maximum Limits Of Liability - California
TERRORISM OPTION:	Terrorism is included in the premium above and in the options below.	Terrorism is included in the premium above and in the options below.
POLICY AUDITABLE:	Yes	Yes
QUOTE VALID UNTIL:	No Longer Applicable	July 1, 2021
ADDITIONAL SERVICES:	MAP Client Services	MAP Client Services
CONTINGENCIES:	No Longer Applicable	<ul style="list-style-type: none"> • The Excess Workers Compensation program quoted is contingent upon also binding any other lines quoted with Safety National. Safety National may consider providing revised or additional quote options for individual lines of coverage subject to further underwriting review and approval. • Commission shall be fully earned by the Broker of Record at the inception of the Payroll Reporting Period as identified on the bound Excess Workers Compensation Insurance Quotation. • This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism

INSURANCE COMPANY	<u>PRESENT 2020-2021</u> Safety National Casualty Corporation	<u>PROPOSED 2021-2022</u> Safety National Casualty Corporation
CONTINGENCIES – CONTINUED:		Risk Insurance Act of 2002 as amended, extended, and/or re-authorized (the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%
BINDING CONDITIONS:	No longer applicable	Written Request to Bind

It is imperative that Alliant and/or the carrier be notified IMMEDIATELY when a policyholder hires employees and/or begins operations in any state not listed in PART 3. A on the INFORMATION PAGE of the policy. Failure to obtain a workers' compensation policy in some states may result in substantial fines levied on the policyholder dating back to the original date of hire. Coverage for other states under PART 3. C. (OTHER STATES INSURANCE) of the workers' compensation policy may not fulfill the coverage verification requirement imposed by some states.

See Disclaimer Page for Important Notices and Acknowledgment

Premium Summary

Coverage	Carrier	Agency / Direct	Premium*	Payment Plan
<u>Proposed - Per Expiring Option</u> <u>\$1,000,000 SIR</u>	Safety National	Agency	\$140,674.00	Annual

Payment Terms

- Premium is due within 30 days of policy inception

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Other Disclosures / Disclaimers - Continued

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.

Flood Offering

Flooding is a serious threat to both personal and commercial clients. Flooding can happen anywhere, not just zone referred to as high-risk areas (Special Flood Hazard Area). Your Alliant team is ready to explain how it works and the associated costs.

■ Basic Facts

Congress created the NFIP in 1968 in response to the rising cost of taxpayer-funded disaster relief for flood victims and the increasing amount of damage caused by floods. The NFIP makes federally backed flood insurance available in communities that agree to adopt and enforce floodplain management ordinances to reduce future flood damage. The NFIP is self-supporting for the average historical loss year. This means that unless there is a widespread disaster, operating expenses and flood insurance claims are financed through premiums collected.

Commercial buildings or residential dwellings owned by commercial entities are considered commercial property. All others are residential dwellings

The [FEMA Summary for Commercial Property](#) and [FEMA Standard Summary of Coverage](#) provides information on the following:

- Types of Flood Insurance Coverage
- What is a Flood- "a General and temporary condition of partial or complete inundation of two or more acres of normally dry land area"...
- Deductibles – various options to meet your financial needs
- What is Covered and What is Not
- The valuation of the Property – Actual Cash Value or Replacement Cost

■ Additional Information

- Flood Zones
 - <https://www.fema.gov/flood-zones>
- Excess Flood Insurance (contact your Producer for additional information)
 - Increased limits over the maximum flood limit provided by NFIP

■ FEMA Glossary of Flood Terms

<https://www.fema.gov/national-flood-insurance-program/definitions>

If you do NOT wish to purchase flood insurance your signature is required below:

Signature: _____

Date: June 8, 2021

Name Printed / Typed: Al Rios

Company Name: City of South Gate

Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workplace Violence

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

Request to Bind Coverage

City of South Gate

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line		Bind Coverage for:
Excess Workers' Compensation – Safety National \$1,000,000 SIR	\$140,674.00	<input checked="" type="checkbox"/>

**Did you know that Alliant works with premium financing companies?
Are you interested in financing your annual premium?**

<input type="checkbox"/> Yes, please provide us with a financing quote.	<input checked="" type="checkbox"/> No, we do not wish to finance our premium.
---	--

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insurance Representative

Mayor

Title

Al Rios

Printed / Typed Name

June 8, 2021

Date

This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.

RECEIVED

Item No. 13

JUN 2 2021

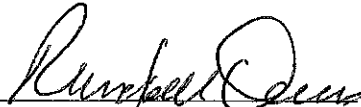

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

1:50pm

AGENDA BILL

For the Regular Meeting of: June 8, 2021
Originating Department: Police

Department Director:  Interim City Manager 
Randall Davis Chris Jeffers

SUBJECT: REJECTION OF BIDS FOR THE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM REQUEST FOR PROPOSAL

PURPOSE: To reject bids received for the Computer Aided Dispatch and Records Management Systems due to the lack of sufficient vendor bid submissions; the Municipal Code requires that the bids be formally rejected by the City Council.

RECOMMENDED ACTION: The City Council will consider rejecting all bids received in the City Clerk's Office for the Computer Aided Dispatch and Records Management Systems Request For Proposals.

FISCAL IMPACT: None.

ANALYSIS: The City Clerk's Office received four bids for the Computer Aided Dispatch and Records Management Systems (CAD/RMS) Request For Proposal (RFP). One proposal was not accepted because it was submitted after the bid closing date; another company did not meet the Minimum Mandatory Requirement specification; and a third company withdrew from the bidding process. Only one bid qualified; however, staff believes that more responsive bids should be received to be able to determine and recommend a replacement for the CAD/RMS.

Under South Gate Municipal Code Section 1.54.310 F. (Formal Bidding Procedures for City Purchases of Supplies, Equipment and Services Exceeding Fifty Thousand Dollars - Rejection of Bids), of Chapter 1.54 (Purchasing System and Bidding Rules), of Title 1 (Purchasing System and Bidding Rules), in its discretion, the City Council may reject any and all bids prior to or following the opening of bids. This right was further explained in section 6.4 and 6.6 of the Proposal Terms & Conditions section of the bid documents. (See Attachment A)

BACKGROUND: The current CAD/RMS with Pulsiam (formerly known as Hi-Tech Systems), was installed in 1997 and there have been several upgrades to the CAD/RMS along with the hardware environment. Due to its limited capabilities, staff began to research and locate CAD/RMS that would better suit the Police Department's (Department) needs. In 2018, staff began the process of interviewing various CAD/RMS vendors. Staff attended several webinars, onsite software demonstrations, and conducted site visits at police departments to observe the systems in the field, as well as speak with staff about the positives, negatives, and limitations of the various alternatives. As a

result, staff concluded that many CAD/RMS solutions have evolved to highly end-user configurable and user friendly solutions that are far more effective and efficient than the City's existing system.

The Department has decided to move forward with a plan to replace the Department's existing CAD/RMS, Mobile Computing, and Property Systems due to inadequacies with the current system and its inability to meet the Department's needs.

It is the intent to review and revise the specifications needed in an effort to better describe the project scope and needs. Once that is completed, Staff would release those revised documents and seek new proposals from qualified vendors. We anticipate the new bidding process would be completed by October 2021.

ATTACHMENT: A. Proposal Terms & Conditions

6. PROPOSAL TERMS & CONDITIONS

6.1 True and Accurate

By submitting a proposal, Vendors certify that all information provided in response to this RFP is true and accurate.

6.2 Incurred Expenses

The City will not be liable for any cost incurred by the Vendors in preparing and submitting proposals or attending oral presentations and software demonstrations.

6.3 Evaluations of Proposals

Proposals shall be evaluated on the basis of those requirements that are set forth in the Request for Proposals, the City's policies, procedures, and ordinances. This solicitation is being procured by competitive negotiation. Price will not control in the awarding of this procurement.

6.4 Qualifications of Vendors

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the services/furnish the goods and the Vendor shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the City.

6.5 Acceptance of Proposal Prices

Vendor warrants by virtue of proposing that prices, terms, and conditions quoted will be firm for a period of one hundred and eighty (90) days from the date of proposal opening, unless otherwise stated by the Vendor. There is no binding agreement, no contractual relationship, no understanding or mutual assent until a contract is signed, executed and exchanged by and between the Vendor and the City.

6.6 Award of Contract

Selection shall be made of one or more Vendor(s) deemed to be fully qualified and best suited among all the Vendors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with the Vendor(s) selected. Price shall be considered but need not be the sole determining factor. The City reserves the right to reject any and all proposals received; to take all proposals under advisement for up to 90 days after opening; to waive any informality on any proposal; and to be the sole judges of the relative merits of the material mentioned in the respective proposals received. After negotiations have been conducted, the City shall select the vendor which, in their opinion, best meets the long term needs of the City, and shall award the contract to that Vendor.

RECEIVED

Item No. 14

JUN 1 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:50pm

AGENDA BILL

For the Regular Meeting of: June 8, 2021

Originating Department: Administration

Management Assistant:  Interim City Manager: 
Giselle Mures *Chris Jeffers*

SUBJECT: RESOLUTION APPROVING ADMINISTRATIVE REGULATION 109 ESTABLISHING THE CITY'S SOCIAL MEDIA POLICY TO PROMOTE THE GOAL OF THE CITY AND EXPAND TRADITIONAL COMMUNICATION METHODS.

PURPOSE: To adopt a Resolution establishing the City's Social Media Policy to promote the goals of the City and expand traditional communication methods. This item was continued from the May 11, 2021, regularly scheduled City Council Meeting.

RECOMMENDED ACTION: The City Council will consider adopting the Resolution approving Administrative Regulation 109 establishing the City's Social Media Policy, effective immediately.

FISCAL IMPACT: None.

ANALYSIS: The proposed Social Media Policy establishes guidelines for the use of Social Media by the City as means of conveying information, while enhancing transparency through the dissemination of information, about the City, its events, activities, projects and general information to its residents and the public. It is intended to enhance transparency through the dissemination of information about the City and its events, activities, projects and general information to the public. Nothing in this proposed Social Media Policy shall be applied to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor laws or other applicable laws.

BACKGROUND: On January 1 2021, Assembly Bill 992 (AB 992) became effective, clarifying how public officials may communicate on internet-based social media platforms. Before AB 992 was signed into law, the Brown Act was silent regarding communications on social media. AB 992 prohibits a member of a legislative body from responding directly to any communication on an internet-based social media platform regarding an agency matter if the communication is made, posted, or shared by any other member of the legislative body.

To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, City departments may consider using social media tools to reach a

broader audience. The City encourages the use of social media to further the goals of the City and the missions of its departments, where appropriate. The City has an overriding interest and expectation in protecting the information posted on its social media sites and the content that is attributed to the City and its officials. City staff reviewed policies adopted by other local government agencies and discussed their relevance to the City and input from team members was taken into consideration in drafting this policy.

An effective policy will allow the City to share what we do and how we do it, and provide the public the opportunity to know, trust and engage with us.

This policy was drafted with the assistance of the City Attorney and adheres to all City policies and procedures. It will be a priority of the City to ensure staff who have access to the City's social media accounts are trained on best practices and compliance with the social media policy or standards and procedures to ensure that the risk or liability to the City with the adoption of this program is minimized.

ATTACHMENT: Proposed Resolution (including Administrative Regulation 109)

RESOLUTION NO.

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, APPROVING ADMINISTRATIVE REGULATION 109
ESTABLISHING THE CITY'S SOCIAL MEDIA POLICY,
EFFECTIVE IMMEDIATELY**

WHEREAS, the City Council ("City Council") of the City of South Gate ("City") desires to have a presence on social media websites and platforms to provide an additional method for the City to engage with citizens;

WHEREAS, the City Council recognizes that social media is a valuable tool, and an efficient method to deliver information to the public;

WHEREAS, the Mayor and City Council desire to establish a policy for communications within and by the City;

WHEREAS, the City Council desires to encourage the use of social media to further the goals of the City and the missions of its departments and affiliated boards, commissions and employees;

WHEREAS, social media is a proven way to engage the community by distributing information about city services and events, recreational opportunities, and has become the number one way to communicate alerts in the event of an emergency;

WHEREAS, social media reaches a wide range of audiences in our community including residents, visitors and businesses, much more so than traditional media;

WHEREAS, the City Council also recognizes that there are risks involved in the use of social media;

WHEREAS, to ensure that elected officials, appointed officials and employees of the City are fully informed of all relevant City activity, and to enable them to be as effective as possible in their role;

WHEREAS, social media is a useful tool to use as an informational channel to increase the City's ability to broadcast the City's messages to the widest possible audience while the City's website will remain the City's primary and predominant internet presence;

WHEREAS, due to the constant changing availability and popularity of the different social media platforms, the City Manager retains the authority to authorize the use and termination of any social media platform;

WHEREAS, a mechanism must be in place to safeguard First Amendment Constitutional considerations, to ensure that published content is in line with the defined goals and expectations for the City's social media presence;

WHEREAS, the City has an overriding interest and expectation in protecting the integrity of the information posted on its social media sites and the content that is attributed to the City, its officials and employees;

WHEREAS, policy is intended to help the members of City Council, Commissions and/or City-affiliated Boards comply with legal requirements and limitations that may arise from their use of their private individual social media sites;

WHEREAS, the purposed social media policy is intended to help guide such individuals to comply with California laws that regulate the communications of elected and appointed officials;

WHEREAS, City staff may not represent themselves as formally speaking for the City unless identified previously by the City Manager as official spokespeople;

WHEREAS, proposed Administrative Regulation 109, attached hereto as Exhibit "A" and made a part hereof, will approve the Social Media Policy for the City and is intended to enhance transparency through the dissemination of information about the City and its events, activities, projects and general information to the public; and

WHEREAS, identified City spokespeople shall conduct themselves on social media only within the scope defined in proposed Administrative Regulation 109 and in compliance with all City policies, practices, and user agreements and guidelines.

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.

[Remainder of page left blank intentionally.]

SECTION 2. The City Council does hereby approve Administrative Regulation 109, attached hereto as Exhibit "A", establishing the City's Social Media Policy, effective immediately.

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

PASSED, APPROVED and ADOPTED this 8th day of June 2021.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:
DRAFT
By: _____
Raul F. Salinas, City Attorney

Effective: June 8, 2021

Administrative Regulation 109
Resolution No. 2021- -CC

ADMINISTRATIVE REGULATION

SOCIAL MEDIA POLICY

I. INTRODUCTION.

The City of South Gate ("City") endorses the appropriate use of social media to promote the goals of the City and expand traditional communication methods.

Social media allows individuals and/or organizations to create, share and exchange information and ideas with the public. The use of social media, when used in local government, presents opportunities and limitations. Guidelines are needed to direct the appropriate use of social media. A mechanism must be in place to safeguard First Amendment Constitutional considerations, to ensure that published content is in line with the defined goals and expectations for the City's social media presence.

Establishment of a social media policy creates a positive social media presence and will assist the City in:

- Developing and observing privacy guidelines;
- Developing clearly defined usage terms and conditions;
- Maintaining brand consistency; and,
- Complying with all applicable laws including, but not limited to, the Public Records Acts and City retention policies.

II. PURPOSE.

The purpose of this Social Media Policy ("Policy") is intended to enhance transparency through the dissemination of information about the City and its events, activities, projects and general information to the public.

The City has an overriding interest and expectation in protecting the integrity of the information posted on its social media sites and the content that is attributed to the City, its officials and employees.

This policy is not intended to govern employees' general use of social media sites and does not replace the Employee Use of City Computers and Computer Network Policy (Administrative Regulation 319, Revised October 2007).

III. BACKGROUND.

On January 1 2021, Assembly Bill 992 (AB 992) became effective, clarifying how public officials may communicate on internet-based social media platforms. Before AB 992 was signed into law, the Brown Act was silent regarding communications on social media. AB 992 prohibits a member of a legislative body from responding directly to any communication on an internet-based social media platform regarding an agency matter if the communication is made, posted, or shared by any other member of the legislative body.

IV. DEFINITIONS.

“Social media” - any platform used to create publicly viewable content, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include, but are not limited to, Facebook, Twitter, Instagram, YouTube and LinkedIn.

“City social media sites” - any social media sites officially designated and managed by the City to disseminate information about the City and its events, activities, projects and general information to the public. City social media sites may supplement, but shall not replace, the City’s required notices and standard methods of communication (i.e., agenda posting requirements).

“Posts/postings” - any information, articles, pictures, videos, or any other form of communication posted on a City social media site.

“Stories”- Social media stories are mobile, full-screen, vertical videos and images that appear outside of your regular feed and only last for 24 hours before they disappear. They are temporary, with a small caveat: they can be organized into collections on some applications like Instagram for later viewing.

“Live streaming”- a live transmission over the internet

“Official Social Media Account”- Any social media account owned by any Elected Official or Appointed Official that is used to promote, discuss, carry out, or reference City related business and / or activities. Any such Official Social Media Account is considered to be a public forum, subject to First Amendment requirements. Further, content posted on Official Social Media Accounts are considered to be a public record subject to the provisions of the California Public Records Act

V. SCOPE.

This Policy applies to City Elected/Appointed officials, employees, volunteers, or contractors of the City or any of its departments and divisions to cover social media use. The Content Guidelines in Section VII apply both to internal users (e.g., City employees and any individuals subject to the Brown Act and/or Public Records Act), as well as to

external users (e.g., the general public not subject to the Brown Act and/or Public Records Act) of the City's website and social media.

VI. AUTHORIZED CITY USERS.

The City Manager shall designate employees as persons authorized to establish, monitor and publish information to social media sites. Authorized users will be trained to use social media both appropriately and effectively, in accordance with this policy, to achieve the City's goals and improve communication to the community.

VII. GENERAL POLICY FOR AUTHORIZED CITY USERS.

1. The City's official website (www.cityofsouthgate.org) will remain the primary means of internet communications. Public safety information will be provided on the City website and cityprotect.com. Official City communications on social media sites are considered an extension of the City's information networks.
2. Facebook, Twitter, Instagram, YouTube, and TikTok are the only authorized social media outlets for use by the City. Other social media platforms may be added subject to City Manager approval.
3. The City Manager will approve department requests to create new social media sites, using a City-owned email address only. The City Manager and/or his/her designee shall have access to and ultimate control over all City social media sites.
4. City social media sites may be created by each department consistent with its focus and programming (e.g., Economic Development, Park & Recreation Services, Police Department, etc.). Department-level City social media sites are to be managed by a department designee approved by the City Manager. Said sites shall be managed and moderated in accordance with this City Social Media Policy.
5. City employees in charge of managing City social media shall be trained regarding the terms of this Policy.
6. The City reserves the right to restrict or remove any content that is deemed to violate the social media policy, City policies or any applicable law.
7. Any and all information posted, or pages created, on behalf of the City must:
 - a. Pertain to City business.
 - b. Contain information that is made generally available to the public and not restricted by law.
 - c. Wherever practicable, link back to the City's official website for more information, forms, documents, online services and other information necessary to conduct business with the City.
 - d. Have appropriate departmental review and approval before publishing.
 - e. Follow general social media guidelines outlined in this Policy.
8. Prior to posting any publicly held event, the City shall first obtain written permission or rights to any content including photographs and videos, or place a disclosure notice that the event is being videotaped and may be placed on social media.
9. Violation of these standards will result in the removal of any posting from social media sites.

10. When in doubt, City employees should consult their immediate supervisor before posting content to any City social media site, and or the City Manager and/or his/her designee.

VIII. CONTENT GUIDELINES FOR ALL USERS.

This section pertains to acceptable and non-acceptable content on city managed social media sites, across all users, including external users.

1. The content of the City social media sites shall only pertain to City sponsored or City endorsed programs, services and events or other content as approved by the City Manager or designee. Content includes, but is not limited to, information, photographs, videos and hyperlinks.
2. The City reserves the right to restrict or remove any content that is deemed to be inappropriate or inconsistent with this policy. The City's social media site shall not contain:
 - a. Personal information.
 - b. Comments not topically related to City business.
 - c. Content that promotes, fosters, disparages or perpetuates discrimination on the basis of race, creed, color, age, religion, sexual orientation, gender, marital status, status with regard to public assistance, disability status, national origin, physical or mental disability or veteran status.
 - d. Content which threatens physical violence or property damage, or slanders or defames any person or organization.
 - e. Content that is hateful or incites violence.
 - f. Non-City approved solicitation of commerce including, but not limited, to advertising of any business or product for sale.
 - g. Information that may compromise the safety or security of the public or public systems.
3. Unaffiliated Advertising, Banners, and Static Content: City of South Gate social media sites may contain content including, but not limited to, advertisements or hyperlinks over which the City has no control. The City does not endorse any hyperlink or advertisement placed on City social media sites by the social media sites owners, vendors, or partners (i.e., Facebook, Twitter, etc.)
4. These guidelines shall be posted on the City's website.

IX. ELECTED OFFICIALS, COMMISSIONS AND/OR BOARDS' SOCIAL MEDIA USE.

The purpose of this section of the Policy is intended to help the members of City Council, Commissions and/or City-affiliated Boards comply with legal requirements and limitations that may arise from their use of their private individual social media sites. By adopting this Section, it is not the City's intention to unnecessarily restrict the ability of a member to have a personal online presence or mandate what they shall or shall not say. At the same time, this Section is intended to help guide such individuals to comply with California laws that regulate the communications of elected and appointed officials.

1. Elected/Appointed officials are encouraged to maintain separate social media sites that distinguish content which relates to City business from content of a purely personal nature.
2. As it relates to social media sites, Elected/Appointed officials are strongly discouraged from discussing or responding to posts on social media sites relating to a topic within the subject matter jurisdiction of the City Council, Commissions and/or Boards. Based on current Brown Act regulations and legal opinions forming as regulations meeting in connection with this evolving technology platform, Elected/Appointed officials shall follow these guidelines:
 - a. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.
 - b. Given the uncertainty relating to the use of social media sites by Elected/Appointed officials, not more than one elected or appointed official of the same body, and preferably none, shall post, comment or respond to a post on the same subject within the jurisdiction of that body, or respond with a digital icon (e.g., "like").
 - c. When matters are pending before the City Council, council members shall refrain from sharing viewpoints or facts on social media, and particularly prior to a decision to be made by the City Council.
 - d. If an Elected/Appointed official uses a personal social media account to discuss or disseminate information regarding a matter that is within the subject matter jurisdiction of the legislative body, the Elected/Appointed official may be asked by City staff to provide copies of the social media posts that relate to matters of City business.
 - e. All posts or comments by an Elected/Appointed official that relate to matters of City business shall, to the extent the official has the ability to control the retention of their posts or comments, be retained for thirty (30) days unless otherwise provided in the City's Records Retention Policy. Copies of the City's Records Retention Policy (Resolution No. 7783) may be obtained from the City Clerk's Office.
 - f. Elected/Appointed officials shall not express viewpoints on social media sites relating to quasi-judicial matters (e.g., public hearings) that are pending before the City Council.
 - g. City social media sites shall not be used by Elected/Appointed officials for campaigning for office, to advocate for or against ballot measures, or for personal purpose
 - h. Elected/Appointed Officials are prohibited from blocking anyone attempting to access the Official Social Media Account because of an individual's viewpoints or perspectives.
 - i. Elected and Appointed Officials are prohibited from deleting any comments on the Official Social Media Account because of an individual's viewpoints or perspectives.

X. CITY STAFF SOCIAL MEDIA USE.

City staff may not represent themselves as formally speaking for the City unless identified previously by the City Manager as official spokespeople. Identified City spokespeople shall conduct themselves on social media only within the scope defined herein and in compliance with all City policies, practices, and user agreements and guidelines.

While an employee's personal use and comments made at social media sites are subject to First Amendment protections, as well as permissible restrictions, any personal use made of social media sites outside of work must not be attributable to the City or the employee's job function at the City. For example: (a) do not use your work email address to register for social media and other sites unless the purpose is directly related to your job; (b) do not provide the City's or another's confidential or other proprietary information; or (c) do not state or imply that you speak for the City, for a City department, or for City officials. Employees are personally responsible for the content they publish on social media sites. The City is not responsible for the personal content of your social media sites.

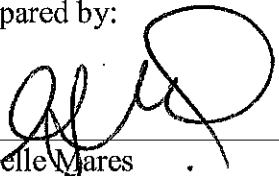
XI. RECORDS MANAGEMENT.

City social media technologies are subject to the California Public Records Act. The City Clerk's Office shall have primary record management responsibility over public records. All public records requests must be filed with the City Clerk's Office.

XII. ADOPTION.

On June 8, 2021, the City Council adopted Resolution No. 2021- -CC approving this Social Media Policy.

Prepared by:



Giselle Wares
Management Assistant

Approved by:

Chris Jeffers
Interim City Manager

Dated: 6/1/21

Dated: _____

City of South Gate Item No. 15

RECEIVED

CITY COUNCIL

JUN 2 2021

AGENDA BILL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:50pm

For the Regular Meeting of: **June 8, 2021**

Originating Department: **Public Works**

Department Director: _____

Arturo Cervantes

Interim City Manager: _____

Chris Jeffers

SUBJECT: AGREEMENT WITH GRIFFIN STRUCTURES, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES OF THE URBAN ORCHARD, CITY PROJECT NO. 539-PRK

PURPOSE: The Urban Orchard Project (Project) is a part of the Capital Improvement Program. Construction will start in July 2021 for which construction management and inspection services are necessary. It is recommended to award an agreement to Griffin Structures, Inc., (Griffin) to provide these services. Griffin was selected through a competitive, qualification-based selection process.

Council Member Hurtado should consider recusing himself from taking action on this item as he lives in close proximity to the proposed Project site, located at 9475 W. Frontage Road.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving an Agreement with Griffin Structures, Inc., to provide construction management and inspection services for the Urban Orchard Project, City Project No. 539-PRK, in an amount not-to-exceed \$1,105,000; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: The proposed Agreement is in the amount of \$1,105,000. It is proposed to be funded with \$607,331 in State Water Resources Control Board. Prop 1 Funds, \$388,156 in Land and Water Conservation Funds, and \$109,513 in Measure W Funds, in Account No. 311-790-61-9214 (CIP-Urban Orchard Project, City Project No. 539-PRK).

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

ANALYSIS: The Department of Public Works, Engineering Division, is in need of a construction management services consultant to oversee construction of the Urban Orchard Project (Project). This Project is a multi-million undertaking that will require expertise and over 5,600 hours of effort to manage.

Griffin is recommended for the contract. Griffin was selected through the competitive, qualification based selection process described on the next page. In accordance with the Request for Proposal (RFP), fee proposals were not considered during the selection process. Fee proposals were submitted in a separate and sealed envelope and were opened after the selection process was completed. Griffin submitted a \$1,810,500 cost proposal, which consisted of \$1,185,000 for Base Bid services and \$625,500 for Alternate Bid services.

As provided for in the RFP, staff negotiated the fee proposal. Fees were negotiated to \$1,105,000, which consists of \$998,000 for Base Bid services and \$107,000 for Alternate Bid services. The negotiated proposal provides for the needed services to successfully deliver the project. Griffin has extensive experience in similar projects, and in working with the Trust for Public Land (TPL) who designed the project. Griffin organized the construction management team to provide a seasoned Construction Manager with over 20 years of experience, to oversee construction from beginning to end. The team includes full-time general inspector, and as-needed inspectors with specialized expertise in flood control channels. The team has extensive experience in working in large scale park projects that include a community center and park in Santa Clarita (\$55M), Lake Forest Sport Complex and Whiting Ranch Wilderness Park (\$52M), Marina Community Center and Park in Newport Beach (\$36M) and a Sport Park in the Cypress (\$12M). The team also includes sub-consultants for Labor Compliance and Special Material and Testing.

In negotiating the fees, Griffin did not cut essential services or sacrifice quality. The most significant reduction in costs and hours of service were the result of a change in the construction approach stated in the original RFP, which resulted in eliminating 10 months of service. An explanation follows. The RFP was developed during a time when the City did not have the budget to fully fund the construction of the project. As such, the RFP was structured to assume that the City would construct the project in two phase. In the first construction phase, the City would fully fund and proceed with construction of the Base Bid Improvements on a 16-month construction schedule. In the second construction phase, the City would proceed with construction of the Alternate Bid Improvements on a separate 10-month schedule. The second phase would occur if the City received additional grants at a future time. As such, Griffin's original proposal was for a total of 29 months of construction management service including one month for project initiation and two months for project closeout services. The construction bid process resulted in reducing the construction budget requirements. The favorable bids allowed the City to proceed with fully funding the construction of both phases at the same time, on a 16-month construction schedule. This reduced the demand for construction management services by ten months. That said, the fee proposal was negotiated by eliminating construction management services 10 months (\$409,380); reducing the hourly rates of the Construction Manager by 2.7%; eliminating an as-needed inspector (\$251,100); and reducing reimbursable expenses (\$45,020).

The recommended contract amount is reasonably competitive when you compare the 12 proposals received. Below is a comparison of Griffin's fees to the proposals received. It is noted that of the 12 proposals, only two had lower fees.

	Contract	Months of Services	Average Hourly Rate
Griffin (Negotiated Fee)	\$1,105,000	19	\$195.09
Griffin (Original Fee)	\$1,810,500	29	\$217.95
Average of 12 Proposals Received	\$1,811,933		\$188.60

BACKGROUND: The Urban Orchard Project (Project) is a part of the Capital Improvement Program. In brief, the Project entails constructing a new park on a 7-acre site located at 9475 W. Frontage Road. This site is located between Firestone Boulevard to the north, the Thunderbird Villa Mobile Home Park to the south, the Los Angeles River to the west and I-710 Freeway to the east. The improvements proposed for the Urban Orchard Project are described in Attachment "D." The City Council awarded a construction contract on May 25, 2021. Construction is scheduled to begin in July of 2021. An agreement for construction management and inspection services is necessary. Griffin is recommended for the contract.

On December 17, 2020, a RFP was released to 23 qualified consulting firms and advertised in trade

journals. On January 28, 2021, proposals were submitted by 12 firms (see Attachment "B" for the complete list of proposals received). A technical panel comprised of the Deputy Director from the City of Huntington Beach, Assistant City Engineer and Senior Engineer from the City of South Gate interviewed the top six consultants. This qualification-based selection process weighed a number of factors including project manager and team qualifications, experience on similar projects, understanding of technical issues, experience with federal and state funds, cost competitiveness in delivering the project on budget and schedule, and other factors. The following tables summaries the ranking and the cost proposal from each consultant.

Based on the ranking criteria, Griffin received the highest ranking from the panel. Griffin provides the following benefits to the project:

Competitive Fees – Griffin negotiated their original fee proposal from \$1,810,500 to \$1,105,000, as described above.

- **Experienced Construction Manager** – Robert Godfrey, CCM, Construction Manager, has 20 years of experience. Most recently, he was the construction manager for Canyon Community Center and Park, Patton Street Park, Community Garden and Wishing Tree Park and the Disney Concert Hall.
- **Qualified Staff** – Griffin assembled a qualified team with experience, knowledge, and professionalism for this project. Company-wide Griffin has more than enough licensed engineers, construction and program managers, inspectors, office engineers, technicians, and administrative support to manage the City's project.
- **Qualified Team** – Griffin teamed up with Ninyo and Moore and Solis Group who provided a qualified special inspections and testing and labor compliance with more than 33 and 28 years of experience, respectively. The inspector is also an engineer which provides a unique ability to ensure the project is constructed in accordance with the plans and specifications.
- **Successful Track Record** – For the past 40 years, Griffin has built and managed over 100 park projects. Griffin has successfully delivered in excess of \$2 Billion in public sector projects, in value from \$1 Million to \$400 Million.
- **Similar Projects** – Griffin core specialties are construction management and inspection of public parks, green infrastructure (orchards and gardens) projects. Griffin has completed numerous projects similar in scope. Similar projects were successfully completed for the cities of Santa Clarita, Lake Forest, Laguna Beach, and Los Angeles.

The proposed agreement is in the amount of \$1,105,000. The scope of work consist of construction administration, construction inspection, labor compliance, materials testing services and compliance with local and state requirements.

There are three points of interest in the Griffin proposal that were reviewed with the City Attorney's Office. One, the RFP required that the inspector have a minimum of 15 years of experience. Griffin proposed two inspectors, one inspector has 40 years of experience and is a Flood Control Channel specialist and the second inspector has ten years of experience with experience in similar projects such as the Urban Orchard. Two, Interwest Consulting was originally part of the Griffin construction management team as an as-needed inspector. Interwest provided Plan Building and Safety Plan Check services on the Urban Orchard Project. Griffin decided to remove Interwest from the team to avoid a potential for a conflict of interest. Three, Griffin and the Trust for Public Land have a past working relationship. There was a concern regarding sharing of information related to the Project prior to

becoming publicly available. It was determined that no information was shared between Griffin Structures and the Trust for Public Land. As such, the City Council may award the contract to Griffin.

Construction of the Urban Orchard Project is scheduled to start in July 2021 and is scheduled to be completed in 16 months.

- ATTACHMENTS:**
- A. Proposed Agreement
 - B. Consultant Rankings
 - C. Location Map
 - D. Project Description and Rendering

GD:lc

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
OF THE URBAN ORCHARD PROJECT, CITY PROJECT NO. 539-PRK,
BETWEEN THE CITY OF SOUTH GATE AND GRIFFIN STRUCTURES, INC.**

This Agreement for Construction Management and Inspection Services of the Urban Orchard Project, City Project No. 539-PRK ("Agreement"), is made and entered into on June 8, 2021, by and between the City of South Gate, a municipal corporation ("City"), and Griffin Structures, Inc., 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 Construction Management and Inspection Services for the Urban Orchard Project, City No. Project No. 539-PRK;

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

WHEREAS, based on such representation, City desires to contract with Consultant to perform the 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 WORK OR SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the either Proposal as described in Exhibit "A". The Proposal may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation paid by the City to Consultant for this Agreement shall not exceed the sum of **One Million One Hundred Five Thousand Dollars (\$1,105,000)** as described in Exhibit "B." 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 Assistant City Engineer /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 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 June 8, 2021, and will remain in effect through and including completion of the Proposal**, attached hereto as Exhibit "A", or May 31, 2023, 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 Assistant City Manager/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 Assistant City Manager /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 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 Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid 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 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. 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 or materially changed 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 Consultant 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.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of the Consultant.

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 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, including Exhibits "A" and "B" hereto, which are incorporated herein by this reference, 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 Engineer/Director of
 Public Works
 8650 California Avenue
 South Gate, CA 90280
 E-mail: acervatnes@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 OR CONTRACTOR:

Griffin Structures, Inc.
 John Hughes
 Vice President
 2 Technology Drive, Suite 150
 Irvine, CA 92618
 E-mail: jhughes@griffinstructures.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:

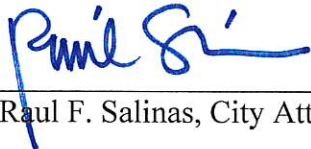
By: _____
Al Rios, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

GRIFFIN STRUCTURES, INC.:

By: _____
John Hughes, Vice President

Dated: _____



EXHIBIT A

Proposal for the Urban Orchard Project

Construction Management & Inspection Services

City of South Gate

Revised April 28, 2021



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ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum Number 2 which shall be attached to the Bid.



Signature and Title

January 28, 2021

Date

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum Number 1 which shall be attached to the Bid.



Signature and Title

January 28, 2021

Date

CONFIDENTIAL

**California Civil Code §3426.1 (d); California Evidence Code §1040 and §1060;
California Government Code §6254 (k); Freedom of Information Act 5 U.S.C. §552 (b)(4)**

Do not release without redactions.



Trust for Public Land Park & Community Garden Projects

CONTENTS

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Revised April 28, 2021

8650 California Avenue, South Gate, CA 90280-3004
City of South Gate City Hall, City Clerk's Office
Attention: Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works



RE: Request for Proposal (RFP) for Construction Management and Inspection Services for the Urban Orchard Project, City Project Number 539-PRK

Dear Mr. Cervantes and Evaluation Team,

As Griffin Structures enters our 40th year of providing award-winning, industry leading public sector construction management services, we are pleased to submit our proposal to the City of South Gate. *Our team has the technical expertise, local knowledge, public relations and communications proficiency, national experience, and financial pledge to bring the Urban Orchard Project to completion.*

First and foremost, we serve our Clients in a Fiduciary and Risk Assumptive Capacity, stressing ethics and integrity in all aspects of our service. Unlike our competitors strictly driven by fee, Griffin Structures will assume financial risk based on our performance. **We offer our PERFORMANCE GUARANTEE: the City of South Gate is offered the ability to withhold 10% of our total fee billings (excluding subconsultants) based solely on the City's discretionary satisfaction with our performance**

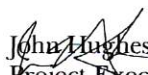
A financially stable, well-established program and construction management firm with strong government portfolio and reputation. We are a Southern California Construction Management firm, offering not only best-in-class trusted advisement, but also deep roots in project inspection, **having managed over 100 parks projects** featuring sustainability and learning, from teaching gardens and orchards, to education and community centers, plazas, sport facilities, aquatic parks, and more. We have worked with every product type, building method, and delivery method available to the municipal industry. Our project portfolio is inclusive of award-winning, nationally recognized park projects, sports complexes, public safety facilities, civic centers, community and senior centers, administrative offices, maintenance buildings, and other projects.

Considerable Trust for Public Land (TPL) and Studio-MLA experience. In recent years, Griffin Structures has provided Program and Construction Management Services for 14 projects in coordination with TPL. Our collaboration has resulted in a series of Client success stories as a result of our ability to draw on past lessons learned to achieve project success. In addition, we have worked with Studio-MLA on the Patton Street Park project with TPL and San Pedro Waterfront for the Port of Los Angeles.

We offer a uniquely qualified group of Construction Management, Inspection, and Subject Matter Experts specializing in this project. Jon Hughes, Project Executive, will be your contact throughout the evaluation process with oversight from our Owner and Principal-In-Charge, Roger Torriero. Robert Godfrey, past successful TPL partner will serve as your Construction Manager, managing the project day-to-day alongside Cody Roth, Quality Assurance Inspector. We have also included Robert Carnes, Flood Channel Specialist along with award-winning firms to provide services pertaining to Special Inspection & Testing and Labor Compliance.

Our proposed team possesses the necessary qualifications to perform the services required of this project and are ready, willing, and able to begin work immediately. We thank you for the opportunity to propose and welcome you to contact us or our references at your discretion.

We look forward to serving you.


John Hughes, CCM, DBIA
Project Executive & Executive Vice President
(C) 949-947-9000 x.208 (E) jhughes@griffinstructures.com



Strategic Considerations

Griffin Structures goes to great lengths to research and understand the challenges and opportunities in every pursuit, and a result of that effort, we have prepared the following strategic considerations as a way of demonstrating our approach to Construction Management and to illustrate the value we bring to a project. These considerations are prepared in a question-and-answer format for ease of reading.

Please note that we have taken two pages from Section 3, Scope of Work & Project Approach to provide the Strategic Considerations below for your immediate review following our Cover Letter.

Question: *How will the City be assured work in the Bandini Channel is performed properly and in compliance with regulations?*

Answer: There are two key areas of consideration in working in-and-around the Bandini Channel. The first is the Risk Level assessment under the State General Permit and impact the assigned Risk Level will have on the SWPPP BMPs and monitoring. Griffin would expect to be assigned a minimum of a Risk Level 2. We will work closely with the contractor and their QSP to insure strict adherence to the prescribed SWPPP/NPDES requirements. Working adjacent to a storm water channel creates a sensitivity other projects do not.

The second area of consideration will be around the work in the channel. Griffin will take the lead and ensure the contractor prepares the necessary plans for review and coordination with Los Angeles County Flood Control prior to starting work in the channel. The County will likely require a temporary diversion plan while the drop inlet is under construction. It can take time to prepare and review this drawing so it will be paramount to complete this in a timely manner.

Question: *How will the Construction Manager mitigate the impact this project may have on the surrounding neighborhood?*

Answer: Given that this project will be constructed immediately adjacent to the Thunder Bird Villa Mobile Home Park, there is a potential for neighborhood impact if not properly coordinated and maintained. Griffin will work with the City to create and maintain a line of communication with the property manager particularly providing notice around activities which may impact residents. We also recommend establishing a hotline for stakeholders to call and leave messages, which will be checked daily by our team. We will also work to provide schedule updates with advance notice of potential impacts (i.e., hauling, concrete pours, tree deliveries...etc.). Our goal is to convert the surrounding citizens into advocates for this project's success.

Question: *How will the project team maintain easement access for the Water Division and Southern California Edison?*

Answer: The contractor's scope of work includes the removal and replacement of the existing service road, including the construction of fire department vehicular access along the east side of the project. The roadway will need to be maintained throughout the project so easement holders and the City's Water Division maintain uninterrupted access. Griffin will encourage the contractor to consider removing the asphalt while maintaining a base-paved roadway which will require minimal rework to complete near the end of the project.

Question: *What are the implications of the artificial fill and organic materials for grading?*

Answer: Numerous borings have been conducted around the Urban Orchard site. However, over the past 40 years, we have experienced complications arisen from the exportation of organic matter and mixed loads to landfills and other sites. Griffin will work with the contractor to develop a plan for segregating the various materials to be exported. In addition, close coordination with the geotechnical engineer will be needed to make sure the site does not compact beyond what is expected simply based on equipment traversing the site. We will want to review the shrinkage factors and ensure that there is no unnecessary import.

Question: *What are the keys to site security?*

Answer: Based on the location of the project site, the project team must anticipate and mitigate vandalism to contractor equipment and City property. Griffin will emphasize to the contractor the need to secure batteries and other equipment to deter vandalism, while suggesting and encouraging proper lighting which offers nighttime visibility to deter any nefarious activity and without impacting the neighbors. Thankfully, several options exist providing the necessary site lighting and surveillance using solar power.



Esencia Sports Park, \$20M

2. Qualification & Experience

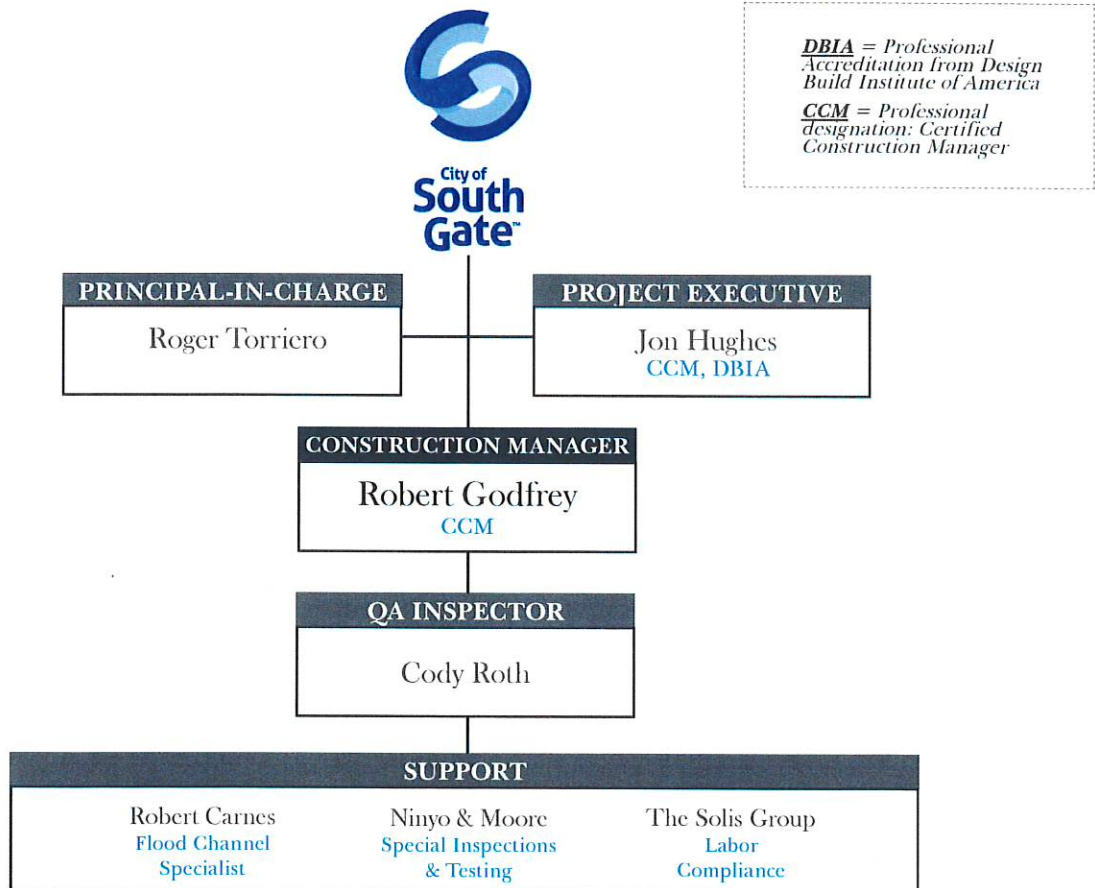
Since 1981, Griffin Structures, a California Corporation, has provided diversified Program and Construction Management services to the public and private sectors. We have built in excess of \$2B in public sector facilities, in value ranging from \$1M to over \$400M. Our technical skills include everything from successfully managing a project coming in within budget and on schedule, to providing advanced methods of project document control, to also offering cutting-edge virtual technology tools to enhance the quality of production, as well as communication amongst the project team.

Our team is specifically identified below. We are supported by the larger corporate resources of Griffin Structures if and as needed. Note that many of our Team members possess certification by the Design Build Institute of America (DBIA) and Certified Construction Managers (CCM) by the Construction Management Association of America.

All of the proposed team members have extensive experience over years of service in this industry. Due to page limitations, it prevents the presentation of full resumés, and/or a list of all their completed projects. However, this information can be made available upon request.

Please refer to the resumes of our project team members for

Team Organization





Roger Torriero
Principal-In-Charge

EDUCATION

Master of Architecture, Accademia di Belli Arti a Firenze Italia

Bachelor of Architecture, Syracuse University, New York

CERTIFICATION & AFFILIATIONS

California Contractor Licenses A&B

American Public Works Association

+ 7 Additional Affiliations

YEARS OF EXPERIENCE

42+

QUALIFICATIONS

As the Principal-in-Charge, Roger focuses on the delivery of complex projects for the private and public sectors, including **public parks, green infrastructure (orchards and gardens), education and community buildings, parking lots, and plazas, including projects on-and-around channels, rivers, and lakes.** As Principal-in-Charge, Roger is responsible for overseeing the overall life cycle of this project. *He will dedicate himself 10% to the project and is ready to offer additional advisement upon immediate request.*

REPRESENTATIVE EXPERIENCE

- Canyon Community Center & Park, Santa Clarita, CA
- Village Entrance, Laguna Beach, CA
- LA River & Aliso Creek Confluence Park, Los Angeles, CA
- Patton Street Park & Community Garden, Echo Park, CA
- Marina Community Center & Park, Newport Beach, CA
- 14+ Trust for Public Land Projects, LA County, CA
- Environmental Nature Ctr & Preschool, Newport Beach, CA
- Pine Ave. Community Ctr. & Teaching Garden, Carlsbad, CA
- Castiglione del Bosco Winery & Vineyard, Tuscany



Jon Hughes, CCM, DBIA
Project Executive

EDUCATION

Bachelor of Science, Philosophy and History, Westmont College

CERTIFICATION & AFFILIATIONS

Certified Construction Manager (CCM)

Design Build of America Institute (DBIA) Associate

NAVFAC/US Army Construction Quality Management (CQM) Program

YEARS OF EXPERIENCE

28

QUALIFICATIONS

Jon Hughes' career spans some of the region's most prestigious properties in Southern California. His experience and skills with program and construction management tools and processes have enabled him to deliver winning results every time. Jon's resume highlights include **public parks, green infrastructure (orchards and gardens), education and community buildings, parking lots, and plazas, including projects on-and-around channels, rivers, and lakes.** As the Project Executive, Jon responsibility is to provide the needed resources and support to the team for a successful completion of project. *He will dedicate himself 20% to the project, and is ready to offer additional advisement upon immediate request.*

REPRESENTATIVE EXPERIENCE

- Canyon Community Center & Park, Santa Clarita, CA
- Village Entrance, Laguna Beach, CA
- LA River & Aliso Creek Confluence Park, Los Angeles, CA
- Patton Street Park & Community Garden, Echo Park, CA
- Marina Community Center & Park, Newport Beach, CA
- 14+ Trust for Public Land Projects, LA County, CA
- Environmental Nature Ctr & Preschool, Newport Beach, CA
- Pine Ave. Community Ctr. & Teaching Garden, Carlsbad, CA



Robert Godfrey, CCM
Construction Manager

EDUCATION

Bachelor of Science, Management, The Georgia Institute of Technology

CERTIFICATION & AFFILIATIONS

Certified Construction Manager (CCM)

YEARS OF EXPERIENCE

20

QUALIFICATIONS

Robert Godfrey brings 20 years of combined experience in construction management and planning. Robert's resume highlights include **public parks, green infrastructure (orchards and gardens), education and community buildings, parking lots, and plazas, including projects on-and-around channels, rivers, and lakes.** As Construction Manager, Robert will be responsible for the day-to-day management of the project and *will dedicate two thirds of his time from inception to completion.*

REPRESENTATIVE EXPERIENCE

- Canyon Community Center & Park, Santa Clarita, CA
- TPL Patton Street Park & Community Garden, Los Ang., CA
- TPL, Bradley Plaza & Green Alley, Los Angeles, CA
- TPL, Watts Serenity Park, Los Angeles, CA
- TPL, South Victoria Park, Los Angeles
- TPL, Bradley Green Alley, Pacoima, CA
- TPL, Carlton Way Pocket Park, Hollywood, CA
- TPL, Maywood Ave. Park, Maywood, CA
- TPL, Avalon Green Alleys, Los Angeles, CA
- TPL, Rudolph Park, Lawndale, CA
- LANLT, Wishing Tree Park, Torrance, CA



Cody Roth
Quality Assurance Inspector

EDUCATION

Saddleback College, Project Inspection

Santa Ana College, Fire Science Degree

Rio Hondo College, Fire Academy

CERTIFICATION & AFFILIATIONS

International Code Council B-1 Building Inspection

International Code Council E-1 Electrical Inspection

YEARS OF EXPERIENCE

10

QUALIFICATIONS

Cody has a wealth of knowledge stemming from his experience as a public works inspector for multiple municipal agencies throughout his career. He has conducted field inspections ensuring compliance with all pertinent codes, regulations, and plans. As QA Inspector, Cody will work on-site, coordinating with the project team daily while monitoring specific details to avoid impacts to ensure project delivery. *He will be dedicated 100% from inception to completion.*

REPRESENTATIVE EXPERIENCE

- Canyon Community Center & Park, Santa Clarita, CA
- Village Entrance, Laguna Beach, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- LANT, Wishing Tree Park, Torrance, CA
- Animal Shelter, Laguna Beach, CA
- City of Tustin & City of Vista Inspector*
 - » Greenwood by Cal Atlantic & Brookfield
 - » The Village at Tustin Legacy Shopping Center
 - » Tustin Council Chambers Renovation
 - » County of Orange Library Restoration
 - » Serra by Shear Homes
 - » Avalon Apartments (12 Buildings)

**Project prior to joining Griffin Structures*



Robert Carnes, ccm
Flood Channel Specialist

EDUCATION

Civil Engineering, Pierce College,
Woodland Hills, CA

CERTIFICATION & AFFILIATIONS

Certified Construction Manager (CCM)

General Engineer, Contractor License A

Public Works, Concrete, Earthwork &
Paving Inspector

SWPPP Practitioner

YEARS OF EXPERIENCE

40



Gareth Saiki
Ninyo & Moore
Special Inspections & Testing

EDUCATION

Master of Business Administration,
University of CA, Davis

Master of Science, Geotechnical
Engineering, University of CA, Berkeley

Bachelor of Science, Civil Engineering,
University of CA, Berkeley

CERTIFICATION & AFFILIATIONS

Professional & Geotechnical Engineer

YEARS OF EXPERIENCE

33

QUALIFICATIONS

Robert Carnes offers 40 years of combined experience in construction management and planning. Robert's resume highlights several municipal projects featuring complex river and flood channel coordination. He will offer his adept expertise in this regard for this project and *will dedicate himself as-needed for work related to the canal and LA Flood Control.*

REPRESENTATIVE EXPERIENCE

- Canyon Community Center & Park, Santa Clarita, CA
- Avila Beach Reconstruction, Avila Beach, CA
- Emergency Communications Center, Visalia, CA
- Fire Station No.53, Morro Bay, CA
- 1255 Las Tablas, Templeton, CA
- SESLOC Federal Credit Union, Atascadero, CA
- 1310 Las Tablas, Templeton, CA
- Canyon Village & Housing, Cal Poly San Luis Obispo, CA
- School No.16 Modernization, San Luis Coastal Unified, CA
- Public Safety Building, Paso Robles, CA

QUALIFICATIONS

Mr. Gareth Saiki, P.E., G.E., will serve as Project Manager, Mr. Saiki provides project coordination and oversees scheduling of field activities, supervises staff-level geologists and engineers, supervises field technicians and special inspectors, reviews project plans and specifications, and reviews laboratory test results for conformance with the project documents. *Garreth will be dedicated as-needed on this project.*

REPRESENTATIVE EXPERIENCE

- Bolsa Chica Park, Westminster, CA*
- Bowling Green Park, Westminster, CA*
- Buckingham Park, Westminster, CA*
- Cascade Park, Westminster, CA*
- Cloverdale Park, Westminster, CA*
- College Park, Westminster, CA*
- Coronet Park, Westminster, CA*
- Gillespie Park, Westminster, CA*
- Golden West Park, Westminster, CA*
- Liberty Park, Westminster, CA*
- Margie L. Rice Park, Westminster, CA*

**Projects performed with Griffin Structures*

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Related Project Experience

Since its formation in the 1980s, Griffin Structures has focused on the delivery of public sector facilities in California. Our list of completed projects is formidable and would cover several pages. Within the representative group of projects showcased in our proposal, we have focused on the following key components: *public parks, green infrastructure (orchards and gardens), education and restroom buildings, parking lots, and plazas, including projects on-and-around channels, rivers, and lakes.*

References

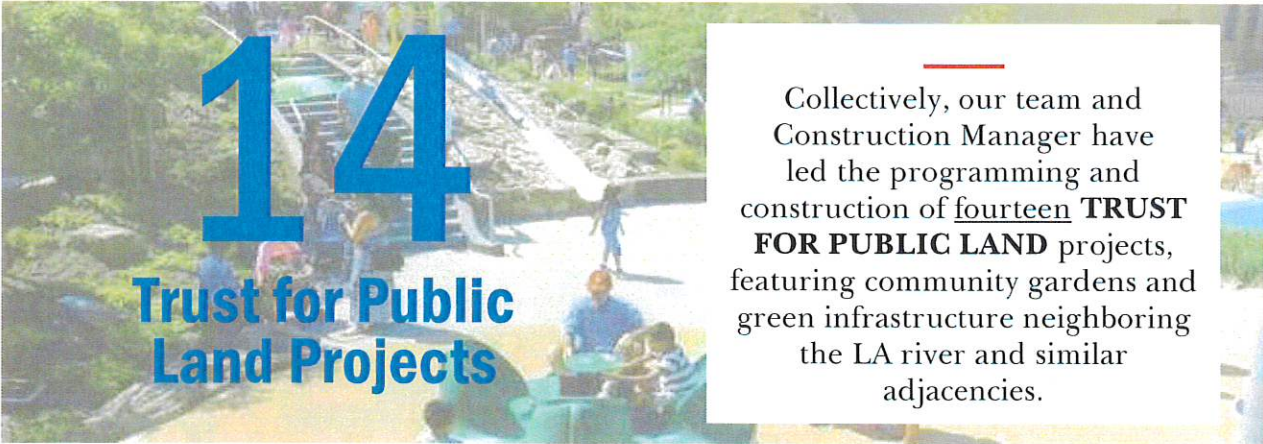
Note that references for each project are included in the following project features, and we invite the City of South Gate to contact any of the individuals to discuss their first-hand, respective experience working with Griffin Structures, and in their satisfaction with our delivery of their projects.

Local Experience

Our team possesses significant parks experience, in addition to the completing several projects on-and-around rivers, channels, and even California lakes. We understand the complex flood control requirements associated with projects of this type, along with the regulatory, easement, and permitting requirements required. Griffin Structures has a long history in the analysis, deal structuring, financing, and delivery of these projects, including the management of all construction activities and project teams from start to finish.

Representative & Relevant Projects

- Aliso Creek Park & LA River Confluence Park
- Bicentennial Park
- Brea Sports Park
- Carlsbad Pine Ave. Community Center & Garden
- Cornerstone Lake Community Park
- Cornerstone Regional Park
- County of San Bernardino, Lake Gregory Dam
- Cypress Mackay Park
- Cypress 9-Acres Park
- Delhi Park & Community Center
- East Bay Regional Park, Roberts Park
- Environmental Nature Center & Preschool
- Esencia Park
- Frisbie Park
- Fullerton Hillcrest Park
- Fullerton Lemon Park
- Glass Creek Park
- Great Park Ice & Sports Complex
- Jurupa Vernola Family Park
- Laguna Beach Village Entrance
- Lake Forest Park
- Lawndale Community Center
- Wishing Tree Park
- Marina Community Center & Park
- Orange County Great Park
- Patton Street Park & Community Garden
- Pine Ave Community Center & Teaching Garden
- Rudolph Park
- Santa Ana Park
- Santa Clarita Canyon Community Ctr & Park
- Silverlakes Park & Equestrian Center
- South Victoria Park
- Southern Nevada Trails and Parks
- Summerwind Parks
- Tustin Peppertree Park
- Westminster Parks



14
Trust for Public Land Projects

Collectively, our team and Construction Manager have led the programming and construction of fourteen **TRUST FOR PUBLIC LAND** projects, featuring community gardens and green infrastructure neighboring the LA river and similar adjacencies.

Santa Clarita Canyon Country Community Center & Park

Santa Clarita, CA



Scope of Services + Features

- Program & Const. Mgmt.
- Inspector Services
- Flood Channel/River Coordination
- Green Infrastructure

Completion Date

April 2021

Cost

\$55M

Our team is currently providing construction management services for the development of a new 27,780 SF community center and accompanying outdoor recreational facilities on a 16.5-acre project site in the City of Santa Clarita. *Phase I includes improvements to Mint Canyon Channel, from an open channel to a double reinforced concrete box with drainage improvements and an underground stormwater infiltration system.* Phase II will consist of precise grading, architecture/building, and offsite improvements.

Proposed outdoor improvements include open play areas, outdoor market, an event stage area, basketball half-court, an events garden, shade structures, outdoor restroom building, and a perimeter trail. Indoor spaces will include a multipurpose room, gymnasium, classrooms, catering and teaching kitchen, fitness room, staff offices, reception lobby, and supporting uses such as restrooms and storage areas.

Client & Contact

City of Santa Clarita
Wayne Weber
Parks Planning Manager
wweber@santa-clarita.com
(661) 255-4961

Laguna Beach Village Entrance

Laguna Beach, CA



Scope of Services + Features

- Program & Const. Mgmt.
- Inspector Services
- Flood Channel/River Coordination
- Green Infrastructure

Completion Date

2020

Cost

\$12M

Awards

APWA 2020 B.E.S.T. Project

Griffin Structures provided program management services for the beautification of the entry to the Laguna Beach downtown area, successfully delivering this award-winning project on-time and below budget by \$365,000. Combining California landscape design, water quality and control, public art, green space for gatherings, and ample parking for summer festivals, this city's entrance received a picturesque, inviting upgrade. *Due to the presence of the adjacent channel, this project required in-depth coordination with OC flood control.*

Two new pedestrian bridges and one vehicular bridge were created, including wider multi-use trails and paved access roads to improve pedestrian, bicyclist and driver safety at one of the busiest and most visible city intersection. The project called for the engagement between various public groups, including city departments, regional water agencies, state and regional traffic agencies, and others.

Client & Contact

City of Laguna Beach
Shohreh Dupuis
Assistant City Manager
sdupuis@lagunabeachcity.net
(949) 497-0351

Aliso Creek & Los Angeles River Confluence Park

Los Angeles, CA



Scope of Services + Features

- TPL Project
- Program & Const. Mgmt.
- Inspector Services
- Flood Channel/River Coordination
- Green Infrastructure

Completion Date

2016

Cost

>\$5M

Our proposed team collaborated with TPL on an endeavor to free the LA River from its surrounding concrete channel with the development of a *new two-acre nature park at the confluence of the Los Angeles River and Aliso Creek*, which conjoins the existing greenway featuring a pedestrian bridge and new bike trails. This new park and its associated greenways will absorb and filter stormwater, whereby reducing risk of flooding and improving the quality of water.

"More than 9,000 people live within a ten-minute walk of the new park. Residents of the San Fernando Valley have safer access to a green place to play, and a new connection to their river. This project is made possible through strong local partnerships and support, including LA County Dept. of Public Works, City of LA Dept. of Rec and Parks, City of LA Dept. of Water & Power, Councilmember Bob Blumenfield, LA Riverworks, the Reseda Neighborhood Council, Revitalize Reseda, and many others."

- Trust for Public Land

Client & Contact

Trust for Public Land
Robin Mark
Program Manager
robin.mark@tpl.org
(323) 223-0441 x.14

Patton Street Park & Community Garden

Echo Park, CA



Scope of Services + Features

- TPL Project
- Program & Const. Mgmt.
- Inspector Services
- Green Infrastructure

Completion Date

2015

Cost

>\$5M

Our proposed team collaborated with TPL and Studio-MLA on the 24,433 SF Patton Street Park and Community Garden Project, located adjacent to the City of Los Angeles Recreation and Parks Community Center and at the edge of Downtown LA Echo Park Community. This project is part of the 50 Parks Initiative by the City of LA, and will give families and the surrounding community a place for neighborhood visitors to bring friends and family to enjoy the open space and play areas.

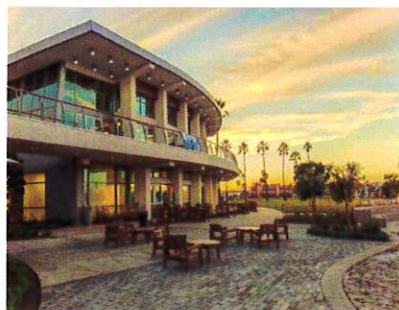
The project will also feature custom park amenities including a *community garden*, play structures, fitness equipment, water play elements, concrete seat walls, colorful mosaics, and concrete pathways.

Client & Contact

Trust for Public Land
Robin Mark
Program Manager
robin.mark@tpl.org
(323) 223-0441 x.14

Marina Community Center & Park

Newport Beach, CA



Scope of Services + Features

- Program & Const. Mgmt.
- Inspector Services
- Waterfront/Marina Coordination
- Green Infrastructure

Completion Date

2015

Cost

\$36M

Awards

2017 APWA Project of the Year
LEED® Silver

This project involved new construction of a Community and Sailing Center building with classroom, office and meeting space; a park; a 23-slip visitor marina; a reconstructed restroom building; a freestanding playground lighthouse feature; themed playground; outdoor fitness circuit; parking lots; open space and picnic areas; and street frontage improvements. *This waterfront project included similar agency coordination to that required of the Urban Orchard project.*

The scope of work involved overseeing, managing, and controlling schedules and cost during all phases of the four separate packages, which included demolition of the mobile home park; marina basin dredging and foundation soil remediation; the Community and Sailing Center buildings, restroom buildings and park; and construction and installation of new marina docks. As a result of the integrated and well-coordinated architectural, engineering, and construction efforts, the project was completed four months ahead of schedule and \$4 million under budget.

Client & Contact

City of Newport Beach
Dave Webb
Public Works Director
dawebb@newportbeachca.gov
(949) 689-1324

Trust for Public Land Projects

Los Angeles County, CA



Scope of Services + Features

- TPL Projects
- Program & Const. Mgmt.
- Inspector Services
- Green Infrastructure

Completion Date

Ongoing

Cost

Varies Per Project

We are currently serving and have served as the Project/Construction Manager for multiple Trust for Public Land projects including Madison Ave. Park and Community Gardens, South Victoria Ave. Park, Benito Juarez Park, Rudolph Park, and many more.

We have already completed eight TPL park projects calling for extensive community engagement to identify specific community recreational needs. Each project is unique in that it provides a mixture of passive and active spaces with designs influenced through community input. Community members often participate in planting and creating iconic, colorful mosaics. Parks are designed to be ecologically sensitive and minimize maintenance costs and *often feature green infrastructure, including community gardens, channel coordination, and countless additional components applicable to the Urban Orchard project.*

Client & Contact

Trust for Public Land
Robin Mark
Program Manager
robin.mark@tpl.org
(323) 223-0441 x.14

Environmental Nature Center & Preschool

Newport Beach, CA



Scope of Services + Features

- Program & Const. Mgmt.
- Inspector Services
- Green Infrastructure

Completion Date

2020

Cost

\$19.8M

Awards

LEED® Platinum

AIA COTE 2020 Top 10 Plus

Griffin Structures provided program and construction management services for the delivery of the Environmental Nature Center, Orange County's first LEED® Platinum facility. The 9,000 SF education center and pre-school located on a 3.5-acre site in Newport Beach, provides visitors with an educational experience through hands-on interactions with nature. This new preschool features three classrooms, administrative and support spaces.

Through the use of photovoltaic solar panels, the \$12M Center is a zero net energy facility and the first net energy producer in the area, calling for in-depth coordination with Southern CA Edison. *Neighboring a creek/wetland, the project's design required agency coordination and was designed to capture all runoff to recharge the water table*, while also featuring bio-swales and rain harvesting designs to eliminate all storm water runoff with water efficient fixtures.

Client & Contact

Environmental Nature Center

Bo Glover

Executive Director

bo@encenter.org

(949) 645-0618

Pine Avenue Community Center & Teaching Garden

Carlsbad, CA



Scope of Services + Features

- Program & Const. Mgmt.
- Inspector Services
- Green Infrastructure

Completion Date

2018

Cost

\$11M

The new two-story, multi-generational Community Center project was comprised of two primary components: an 18,000 SF, two-story community center with related site improvements and an ornamental and *community garden*. The entire project was designed to strengthen community connectivity, promote health and wellness, and foster sustainability.

The first floor includes a history wall featuring photos of the area and its celebrations. The multi-purpose gymnasium with a hardwood court striped for regulation high school basketball, volleyball, badminton, and pickleball also includes a scoreboard. A low climbing wall spans one side of the gym. The second floor features meeting and activity rooms, a teen center, homework room, classroom, computer lab, and covered terrace.

Client & Contact

City of Carlsbad

Steven Didier

Municipal Projects Manager

sdidier@carlsbadca.gov

(706) 602-7359

Griffin Structures Profile

Griffin Structures, Inc. (Griffin) is a diversified Program and Construction Management company serving public and private sectors. We have built in excess of \$2B in public sector facilities, the scope of these projects ranging from \$1M to greater than \$400M.

Our comprehensive experience includes a variety of projects and building types (Type I through Type V). Our projects run the gamut from: *public parks, green infrastructure (orchards and gardens), education and community buildings, parking lots, and plazas, including projects on-and-around channels, rivers, and lakes.* Our award-winning portfolio encompasses new construction, building additions, renovations, tenant improvements, ADA compliance, and upgrades to mechanical and electrical systems, etc.

Our firm has extensive experience in *large scale park projects.* Our highlighted experience includes the \$52M Lake Forest Sports Complex and Whiting Ranch Wilderness Park, \$36M Marina Community Center and Park, \$24M Santee Town Center Community Park, \$15M Rialto Frisbie Park Expansion, \$12M Cypress 9-Acres Sports Park, \$12M Vernola Family Park Expansion and countless others.

Inception: 1981
Type of Organization:
 Corporation
Size: 30 Employees
Contractor's Licenses (# 793600):
 General A
 (general building)
 General B
 (general engineering)
Office Location:
 Southern California
 2 Technology Dr., Ste. 150
 Irvine, CA 92618
 (949) 497-9000



Services

Pre-Construction

- Needs Assessment
- Program Management
- Space Planning
- Site Selection
- Project Budgeting
- Design Management
- Constructability Review
- Scheduling
- Value Engineering
- Total Project Budgeting
- Contractor Pre-Qualification and Procurement
- Bid Management

Construction

- Construction Management
- Owner's Representative
- Budget Management
- Contractor Oversight
- Document Control
- Quality Assurance/Control
- Sustainability Management
- Safety Management
- RFI & CO Management
- FF&E Procurement & Coordination
- Building Commissioning & Closeout

Delivery Method Consultation

- Design-Bid-Build
- Design-Build
- Integrated Project Delivery
- Public-Private Partnership

3. Scope of Work & Project Approach

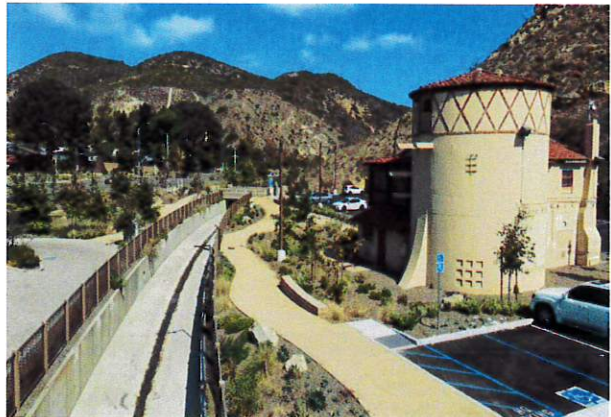
Project Understanding

We understand the City is transforming this 7 acre site as part of changing the fabric of this area - a catalyst for future projects - creating educational opportunities for local students with nature and watershed health while also satisfying water quality obligations. We also understand that the City is seeking a Construction Manager and Inspection team that can provide proactive support to the City in navigating the budgetary and technical considerations pertinent to the success of the project, while remaining vigilant in managing a diverse project team effectively to achieve great results. With this understanding, Griffin approaches each project with the perspective of an owner, and the insight of a contractor. Based on our unique blend of experience as both public agency construction managers and at-risk fee developers, we have the unique ability to provide enhanced services to our clients. Like an owner, we approach every project with the perspective that it is our money, our schedule, and our facility that is being developed.

River Channel Experience: Griffin Structures offers a comprehensive understanding of how to successfully manage River and Flood Channel work in-and-adjacent to the Bandini Canal. With this experience we have developed the skills and understanding of how to manage this complex effort and have developed the skills to ensure a productive installation. Specifically, having worked on the *Laguna Beach Village Entry* project, which involved work both in-and-around the Laguna Canyon Channel, we became very familiar with the regulations related to easements, access requirements, shop drawing evaluation, inspections, and turnover of work that is within the flood channel and/or within the governing agencies easement. Similarly, working on the *Santa Clarita Canyon Country Community Center*, our team successfully managed the demolition and reconstruction of 750 lineal feet of the Mint Canyon Channel, converting the existing culvert into a box culvert. This work involved the interaction with multiple governing agencies and provided a

deep understanding of how such projects can be successfully managed despite the challenges related to working in these complex conditions.

As was mentioned above in our strategic considerations, there are two key areas of consideration in working in-and-around the Bandini Chanel. The first is the Risk Level assessment under the State General Permit and impact the assigned Risk Level will have on the SWPPP BMPs and monitoring. Griffin would expect to be assigned a minimum of a Risk Level 2. Griffin will work closely with the contractor and their QSP to ensure strict adherence to the prescribed SWPPP/NPDES requirements, since the adjacent storm water channel present a sensitivity unlike most projects.



*Laguna Beach Village Entry,
Laguna Canyon Channel*

The second area of consideration will be around the work in the channel. Griffin will take the lead and ensure the contractor prepares the necessary plans for review and coordination with Los Angeles County Flood Control prior to starting work in the channel. The County will likely require a temporary diversion plan while the drop inlet is under construction. It can take time to prepare and review this drawing so it will be paramount to complete this in a timely manner.

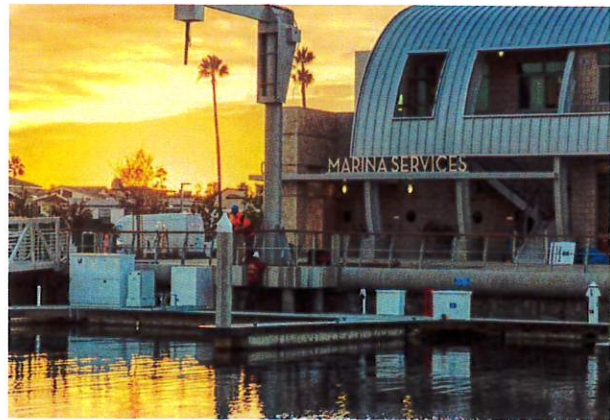
Providing Turn-Key Services with Minimal City

Direction: Griffin Structures has the unique benefit of possessing both experience working with TPL and extensive experience working for local public agencies. As such, we bring a wealth of understanding that allows our team to provide guidance and give direction without relying too heavily on the City for direction. Key to this ability is our understanding of those items that do require City approval (for example; financial decisions, change order approval, invoice payment) and those items that the City is looking to Griffin to take a leadership role (for example; LA Flood Control coordination, Utility Coordination, resolution of field issues). We also have a very extensive understanding of the design parameters required of TPL and how to manage contractors to successfully implement those parameters. With this understanding, we therefore are confident our team possesses the most comprehensive skill set and project experience to deliver this project successfully without overburdening the City and its resources.

Budget Predicament Management: Griffin Structures understands the reality of budget constraints and has worked with many Cities and extensively with TPL to implement budgetary solutions to achieve the maximum level of improvements within those constraints. One method that we have used often, which the City appears to already have implemented, is through an extensive list of Additive Alternates. We recognize the City has already put this list together and we are prepared to implement the bid process and evaluate the results to the maximum benefit to the City.

Another possible approach to savings is the schedule. Should Griffin be awarded this project we would immediately research and implement innovative ways to reduce the Add Alternate duration in hopes of bringing cost savings to the project. Based on our evaluation, we believe the City may be able to incorporate the Add Alternates without also adding 208 working days to the project. Given the base scope duration of 350 days, we believe the Add Alternates may be able to be incorporated into the existing duration. This would be achieved through a robust and aggressive long lead procurement analysis and a critical path evaluation. Though we may not

be able to cover the entirety of the Add Alternate scope within the 350 working days, we do believe we could provide a scheduling solution that could significantly reduce the anticipated 208 working day duration which would reduce both hard costs related to Contractor general conditions, as well as soft costs related to Construction Management and Construction Administration.



*Marina Community Center & Park,
Waterfront Property & Agency Coordination*

Finally, Griffin Structures is proposing a unique staffing structure which we believe will bring value added to the City. Based on the RFP, we understand the City is seeking a robust, seasoned team for construction management. This team includes Project Management, Continuous Inspections, Labor Compliance, and Special Inspections and Testing. As a way of mitigating the burden this level of service bears on the City's finances, we are proposing a staffing plan the includes a mix of both part time and full-time deployment. Specifically, based on our experience delivering successful projects for TPL and other Cities, we believe our Construction Manager can successfully manage this project with a weekly allocation of 3 days per week, while maintaining a continuous presence of our Resident Inspector. That being said, should the City wish to have the Construction Manager deployed full time, we are fully prepared to provide that level of service to the City as well.

Public Agency & Regulations Expertise

Griffin Structures has extensive knowledge related to the applicable public agencies on this project. Specifically, we have worked with So Cal Edison, LA Flood Control, Caltrans, and nearly every public agency and municipality in Southern California. Deeper still, our understanding of municipalities allows us to navigate successfully between Public Works, Building and Safety, Community Development, City Treasurer, City Manager's Office, and City Council relations. We understand the needs of the Public Works department, the challenges Cities deal with regarding limited resources. Thankfully, we are able to step in and fill the gaps as it relates to coordinating our efforts with departments within the City as well as those agencies outside the City.

Project Approach

Like a contractor, we possess extensive field experience and a true understanding of the builder



Esencia Sports Park

mindset, and often times, the hidden decision making process, bringing an in-depth understanding of the technical issues faced by a contractor. Together, we provide Construction Management services that ensure a successful project of the highest quality. Specifically, with regard to the key aspects of this contract, Griffin will employ the following approach to the project.

Initial Assessment

Griffin begins every project with a comprehensive Initial Assessment (IA). This assessment provides

the City with a fresh perspective on all aspects of the project, and allows us to strategically assess the priorities for executing expected services. The IA unfolds in two phases:

1. Phase I, Initial Investigation:

With the project already out to bid to GCs, we would identify possible risks associated with budget and/or schedule and meet with the City to establish the initial key concerns and needs of the project. At times, the design and bid schedule could be in jeopardy, or the key concern could be contractor prequalifications.

Yet other times, the primary concern could be to establish a comprehensive and succinct budget. Whatever the most pressing issue might be, Griffin will establish a short list of priorities and engage in those key tasks first.

Typically, this IA results in the immediate need for one or both of the following tasks:

- a. Establish a refined project schedule, or
- b. Establish a refined project budget. However, should the IA phase unearth other project needs or if the City has a priority list already established, we will adjust our initial task items accordingly.

2. Phase II, Identify Project Objectives: Once the IA and resolution efforts are achieved, Griffin will establish a standard protocol for the entire project team. We find that clarity and consistency in direction is the single most significant feature of establishing a successful project protocol.

To achieve this level of clarity and consistency, Griffin establishes a clear understanding of the City's policies and protocols. With our extensive experience in the public sector, we mold our approach to the Client. We effectively become an extension of the City's staff and establish protocols for all aspects of the project by:

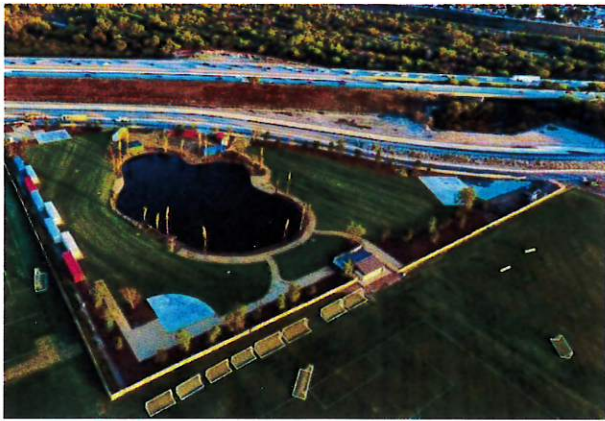
- a. Establishing communication channels & policies,
- b. Overseeing document strategies, specifically how

information will be communicated to the field,

- c. Identifying key challenges to the project,
- d. Establishing & formalizing action items for respective team members, and
- e. Identifying & reinforcing key project objectives

Together with this two phase approach, we will execute a comprehensive project assessment to serve as the guiding principles for any of the project moving forward.

Communication & Document Control



Silverlakes Park & Sports Complex

Building on the project objectives identified in the IA, we will begin to establish standardized communication protocols.

1. Communication Protocols: These protocols are critical and are particularly key to a successful project. We will establish a clear line of communication between the team members who will be utilized during the construction process. Working closely with the City, Griffin will identify the proper channels for all communication between the field (contractors and inspectors) and the support staff (design, engineering, and City) to establish seamless communication for the duration of any project.

2. Document Control: For a project to run smoothly, there must be rigorous project documentation protocols in place. Key to this effort is our approach

to document controls. Griffin Structures employs the use of Submittal Exchange for all project document controls. This system is comprehensive, adaptable, and is straightforward and easy to use. Essentially, the system works as follows:

- a. Once the project is initiated, the Submittal Exchange team will review the entire specification and upload all submittal requirements.
- b. The construction manager will then upload all team members.
- c. If used for design, the system can be easily adapted to carry all necessary documents, and document flow.
- d. Once under contract the General Contractor will be integrated into the system. Specifications for inclusion in the bid documents will be provided requiring Contractor compliance.
- e. All RFIs, submittals, ASIs, CCDs, Delta's, Daily Reports, Project Photos, SWPPP reports, schedules, and Closeout documents will have a unique tab for cloud storage.
- f. All documents that require a review flow will have associated links that clearly identify who is on task.
- g. Upon final closeout, all documents will be consolidated into a single digital file that is easily searchable for future need. All As-Builts, O&Ms and Warranties will be included as well as progress documentation.

By utilizing this cloud based format, Griffin Structures is able to establish a single document portal that saves and manages all project documents. Utilizing this cloud based system as a single source of document control provides clear and consistent communication to the field, ensures comprehensive document coordination, protects against claims, accelerates the construction schedule by streamlining communications, and ultimately saves the entire project significant costs by eliminating printing and shipping, and improves efficiency. For further

information on Submittal Exchange see:
<http://www2.submittalexchange.com/public>

Quality Control & Assurance

Griffin Structures Construction Managers are inherently Construction Inspectors. By utilizing our keen understanding of all aspects of construction, our Owner Representative will perform regular inspections of all aspects of the project on a daily basis. We will review material deliveries, material types, installation methods, finished installations in comparison to contract documents, and construction code adherence.

Additionally, we will coordinate the timely execution of all specialty inspections including but limited to: geotechnical, building dept., special inspections, and materials testing, to ensure the City receives the highest level of quality and consistency with the plans and specifications as well as all standards and practices.

On a weekly basis, we will employ the use of our Field Observation Report. Typically updated and presented at the weekly meeting, we will track all issues, and observations, identified by the project team as a whole (design team, City, operations staff etc.) and track them on this log. The log will identify the issue, the date it was observed, a photograph of the issue, and a resolution description once the item has been closed. In effect this log serves as a running punch list of all issues identified, and thereby addresses these issues in a timely manner.

Key to the success of any ambitious project is the combination of a shared vision among the development team and the expertise to execute that vision. Ensuring each park project's success requires a development team that understands the unique challenges involved in the design and construction of facilities, parks, and associated facilities, along with the nuances of doing so on behalf of a public organization. With our extensive history of providing CM and Inspection services on projects of this very kind, Griffin Structures shares in the vision of this project and has the expertise to deliver a facility that will allow your team to construct the South Gate Urban Orchard project on schedule and budget.

Financial Controls

1. Change Management: Construction projects are inherently iterative operations. Since they require multiple efforts and the coordination of tasks concurrently, managing the discovery and correctly identifying changes is particularly challenging. Accordingly, we will review and address all possible changes in the following manner:

- a. The first component in correctly addressing possible changes in scope and cost is to know what is and is not a real change. Based upon our significant experience in public projects, we will perform a comprehensive analysis of the issue at hand and determine if a change has in fact occurred. Key to this effort is a detailed understanding of the Design Documents that was provided to the Contractor. We will go to great lengths to provide insight in the final development of the Design Documents, as well as a firm interpretation of those documents to preserve the City's interests and comply with prudent budgetary constraints. Key to this analysis is our enhanced understanding of contracts and scope to determine whether the issue is already covered under the existing scope.
- a. If a change is in fact necessary, we will seek to execute this change in a manner that results in a no-cost solution to the City. This may involve proposing materials and/or methods that are comparable in scope to the original intent, thus allowing for solutions that do not compromise quality, schedule, or cost.
- a. If such an option is not possible, or if unforeseen conditions materialize that result in a true change to the cost of the project, Griffin will perform a detailed analysis of the best form of execution. This may take the form of a hard estimate for the proposed change, or in fact a T&M execution is in the best interests of the project. Yet another option is to utilize a T&M/Not To Exceed method which allows for execution of a proposed change while putting a ceiling on the final costs of the change.
- a. Finally, any change that is officially recognized

will undergo a detailed examination of costs including but not limited to: materials back up, labor analysis, labor rate analysis, detailed subcontractor back-up, time impacts, and a unit cost comparison based on industry trends.

2. Invoicing: Griffin is keenly aware of the importance of maintaining financial controls over the invoicing process. Accordingly, we will establish a methodical approach to reviewing invoices by executing the following:

- a. Establishing a very detailed Schedule of Values that breaks out both labor and materials for each trade and spec section.
- a. Reviewing all invoices for consistency with improvements installed in the field.
- a. Investigating the Contractors payment policies to subcontractors to avoid issues of non-payment.
- a. Evaluating subcontractor performance to anticipate potential bankruptcies of subcontractors who are not adequately solvent to perform on the job

Together, with these tools, we will provide financial protection of the client to avoid production challenges, protect the City's resources against overpayment, and ensure a proper accounting of the health of the project.



Patton Street Park, TPL Project

We will provide contractual oversight and financial protection to the City to avoid production challenges, protect the City's resources against overpayment, and ensure a proper accounting of the health of the project.

The most effective way to mitigate claims is to avoid them altogether. This seems obvious but is in fact the most challenging aspect of managing a successful project. To avoid claims, we follow a few key principles:

Clarity Equals Enforceability. If the direction is clear, the drawings and specifications consistent, and the direction to the field in line with these documents, then there is little to no chance of a future claim.

When Everyone Succeeds, The City Succeeds. This is a critical concept that many professionals do not grasp or pursue. Claims arise out of a need to mitigate against risk or loss. Avoiding risk for all parties lowers the likelihood of claims.

Commitment to Value. Despite the efforts above, sometimes mishaps occur. A submittal may get submitted and approved incorrectly. A material specification may be discontinued, and its replacement is three times the cost. Drawings may not clearly identify the total scope of work. In instances like these, clear commitment to value rules the process. In each of the instances, Griffin navigates and resolves the issues in a manner that provides value to the City (i.e. little or no cost increase), continued progress (timely decisions that do not delay

the schedule), and creative architectural solutions (maintaining the overall quality of the finished product). By having a balanced understanding of all the aspects of value to the project Griffin mitigates the conditions that often result in claims.

Clear Documentation and Legal Understanding.

Despite all of the above, sometimes claims do arise. The key defense against these occurrences is clear documentation, and a comprehensive understanding of the contract and contract code. Griffin Structures employs elite construction management professionals who have extensive understanding in contracts and contract code and employs a sophisticated and comprehensive document management system that ensures claims can be mitigated when unavoidable. A more detailed description of our document management system is provided below.

Schedule Management

Schedule management and efficient construction production relies on multiple factors, all of which Griffin has an established protocol Griffin will require that General Contractor produce a comprehensive construction schedule that incorporates all the elements above that occur during construction, as well as demonstrate a clear and logical critical path.

Our extensive construction experience will be able to determine if the contractor has a good understanding of the project that is both realistic and achievable.

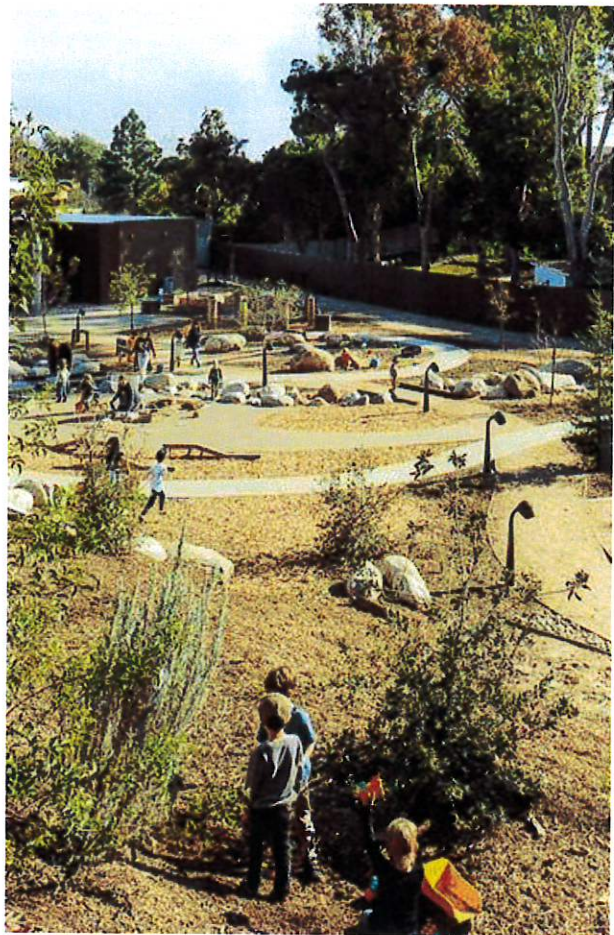
Phasing Analysis is also critical to a successful project schedule. Understanding the key components of the project, the City's concerns, neighborhood sentiment, traffic concerns, protection of existing facilities; all these aspects need to be considered and reviewed with regard to the schedule to ensure that the project can achieve the overall objectives.

Griffin will then provide strict communication protocols to insure answers to questions, reviews of submittals, submissions for deferred permits, and

requests for inspections are all process timely and effectively.

Corrective measures may need to be implemented, should the contractor fall behind. As described above, the Client and project as a whole suffers when the contractor fails. Therefore, Griffin will employ extensive field experience and construction understanding to provide solutions to schedule failures to maintain the overall objectives of the project and protect the City's investment.

By these methods, Griffin will be able to maintain the project schedule and expedite the productivity as needed.



*Environmental Nature Center & Preschool,
Green Infrastructure / Teaching Garden
LEED Platinum, AIA Top 10 COTE*

Schedule

BASE SCOPE

PROJECT PHASE	2021												2022												TOTALS
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
PRECONSTRUCTION																									
Project Initiation																									
CONSTRUCTION																									
Base Scope of Work																									
PROJECT CLOSEOUT																									
Punch List and Commissioning																									
MONTHLY STAFFING HOURS																									
Principal In Charge			10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	190	
Project Executive			12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	228	
Construction Manager			60	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	60			1,888	
Resident Inspector			40	172	172	172	172	172	172	172	160	172	172	172	172	172	172	172	120					2,900	
Flood Channel Specialist			10		20	20	20	20	10															100	

BASE SCOPE WITH ADD ALTERNATE CONCURRENT

PROJECT PHASE	2021												2022												TOTALS
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
PRECONSTRUCTION																									
Project Initiation																									
CONSTRUCTION																									
Base Scope of Work																									
Add Alternate 01 Concurrent with Base Scope																									
PROJECT CLOSEOUT																									
Punch List and Commissioning																									
MONTHLY STAFFING HOURS																									
Principal In Charge			10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	190	
Project Executive			12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	228	
Construction Manager			60	125	125	125	125	125	125	125	125	125	125	125	125	125	125	125	125	125	60			2,245	
Resident Inspector			40	172	172	172	172	172	172	172	160	172	172	172	172	172	172	172	120					2,900	
Flood Channel Specialist			10		20	20	20	20	10															100	

4. Appendix

Disclosure

Per page 14 of the RFP, Griffin Structures has not been subject of any legal investigation by County, State, and/or Federal agencies within the past 5 years.

Proposed Contract Revisions

We have reviewed the Agreement for Professional Services for the South Gate Urban Orchard Project and have detailed the following proposed exceptions and deviations. We are ready, willing, and able to discuss the items below in order to execute an agreement with the City of South Gate as soon as possible.

- **6.5.2 d.:**
 - » Delete the phrase “or material change”.
- **6.6:**
 - » Delete the word “defend” on the first line.
 - » Delete the phrase “sole or active” on the seventh line.
 - » Add the following sentence at the end of the paragraph: “Consultant has no obligation to pay for any of the indemnities’ defense related costs prior to a final determination of liability or to pay any amount that exceeds Consultant’s finally determined percentage of liability based upon the comparative fault of Consultant.”
- **6.7:**
 - » Add the words “endeavor to” between “shall” and “comply” on the first line.



Southern California Office
2 Technology Drive, Suite 150
Irvine, CA 92618
(949) 497-9000

Northern California Office
1850 Warburton Avenue, Suite 120
Santa Clara, CA 95050
(408) 955-0431

**Urban Orchard
Consultant Evaluations**

Final Ranking after Interview Evaluation			
Firm Name	Rank	Base Bid Fee	Base Bid Plus Additive Alternate Fee
Griffin Structures	1	\$ 998,000	\$ 1,105,000
CannonDesign Builders	2	\$ 644,006	\$ 1,028,608
Anser Advisory	3	\$ 1,924,204	\$ 2,866,221
T.Y. Lin International	4	\$ 1,597,369	\$ 1,981,562
Wallace & Associates Consulting, Inc.	5	\$ 1,438,311	\$ 2,310,234
FCG Consultants	6	\$ 1,453,720	\$ 2,330,149

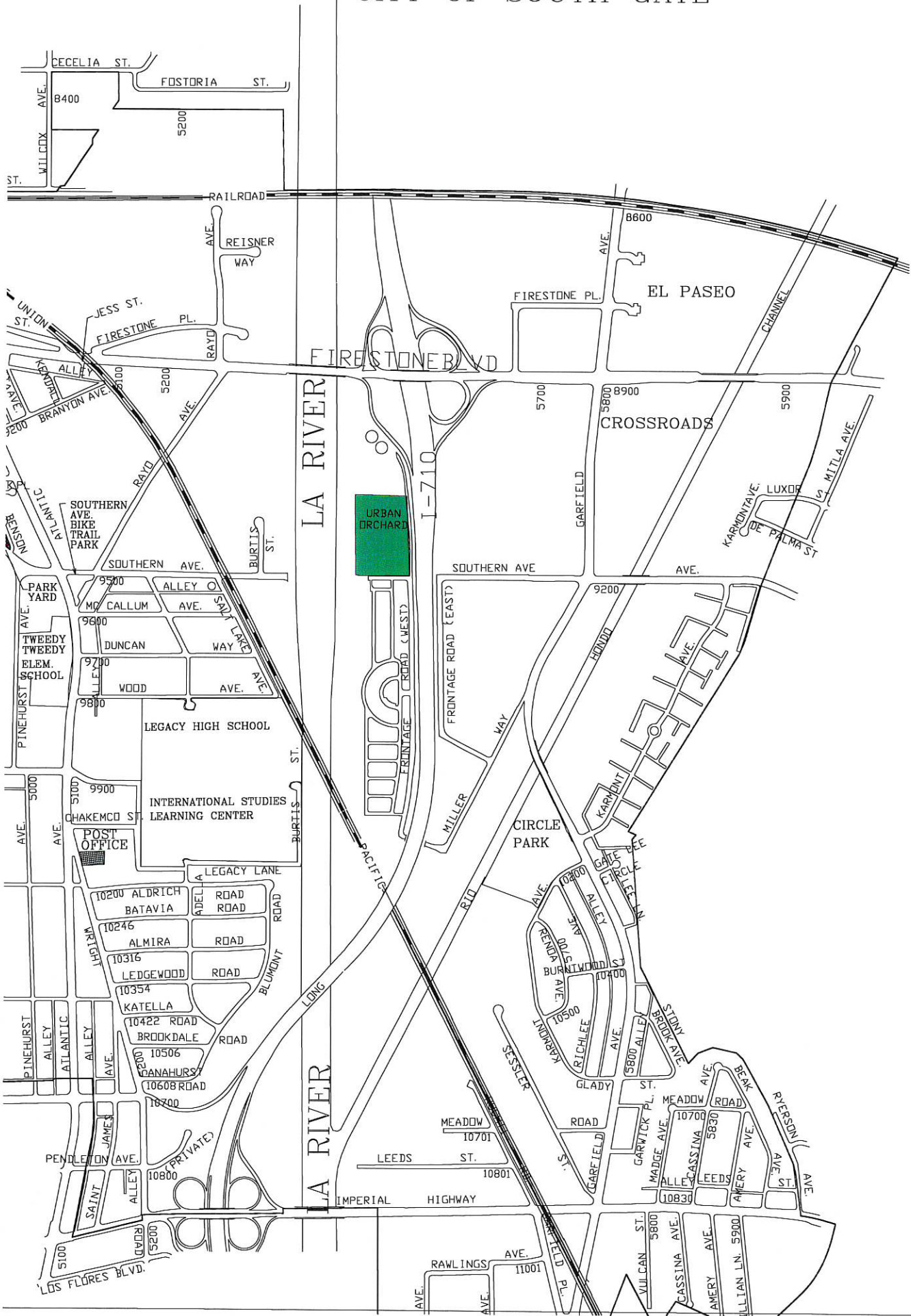
Proposal Evaluation			
Firm Name	Rank	Base Bid Fee	Base Bid Plus Additive Alternate Fee
Griffin Structures (negotiated fee)	1	\$ 998,000	\$ 1,105,000
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FCG Consultants	6	\$ 1,453,720	\$ 2,330,149
Dudek	7	\$ 886,750	\$ 1,311,250
KOA Corporation	8	\$ 972,047	\$ 1,414,867
Southstar Engineering	9	\$ 1,853,870	\$ 3,230,680
PdM Consulting, Inc.	10	\$ 1,346,679	\$ 2,007,791
Quantum Consulting Inc.	11	\$ 611,152	\$ 921,022
Knowland Construction Services	12	\$ 757,080	\$ 1,190,424

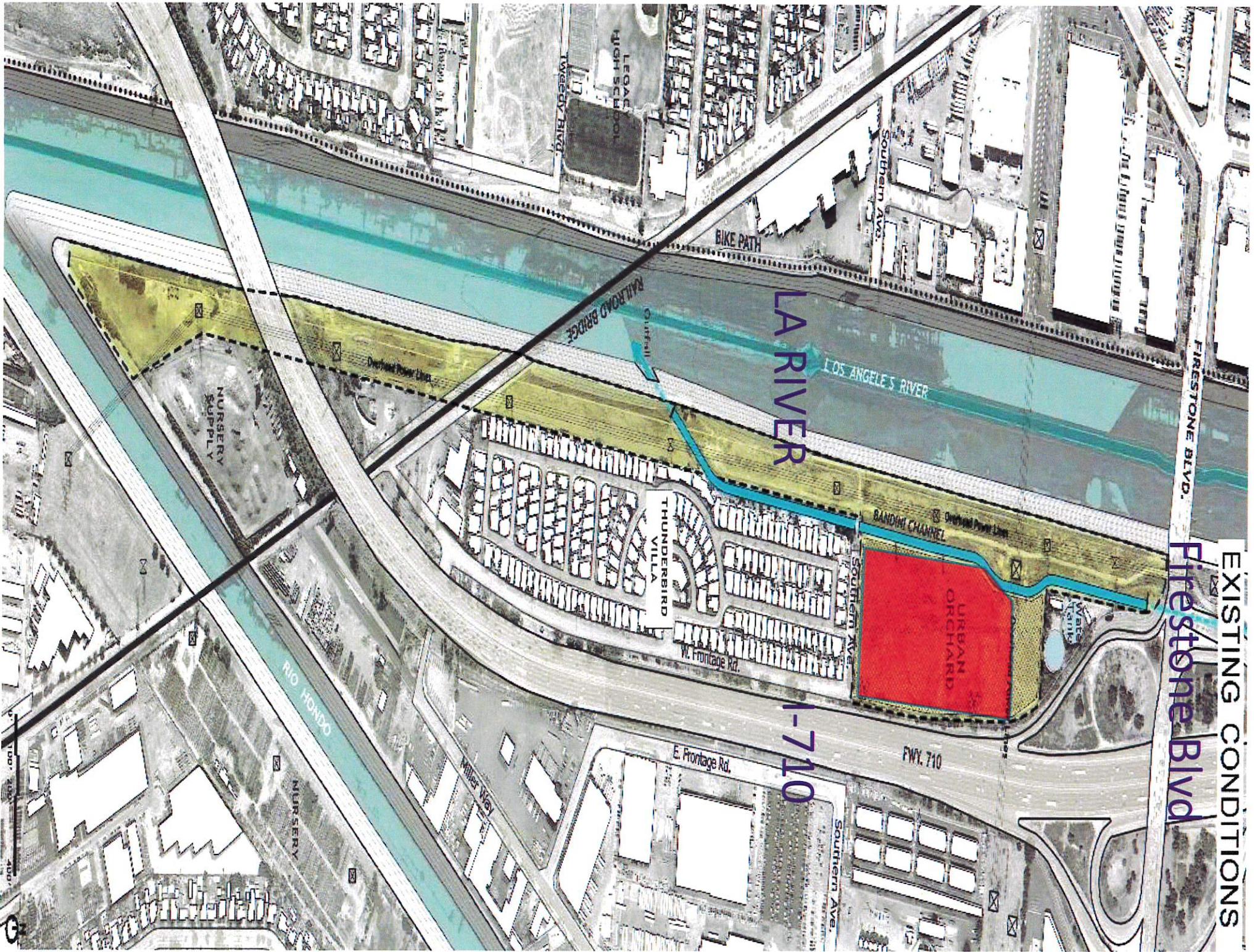
**Urban Orchard
Consultant Evaluations**

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LOCATION MAP
CITY OF SOUTH GATE





EXISTING CONDITIONS

Firestone Blvd

LA RIVER

I-710

FIRESTONE BLVD.

LOS ANGELES RIVER

RAILROAD BRIDGE

BIKE PATH

SOUTHERN AVE.

LEGAC HIGH SCHOOL

LYGESSY BLVD.

NURSERY SUPPLY

THUNDERBIRD VILLA

BANDINI CHANNEL

URBAN ORCHARD

RIO HONDO

NURSERY

MILLER WAY

E. PRONTAGE RD.

FWY. 710

SOUTHERN AVE.

W. PRONTAGE RD.

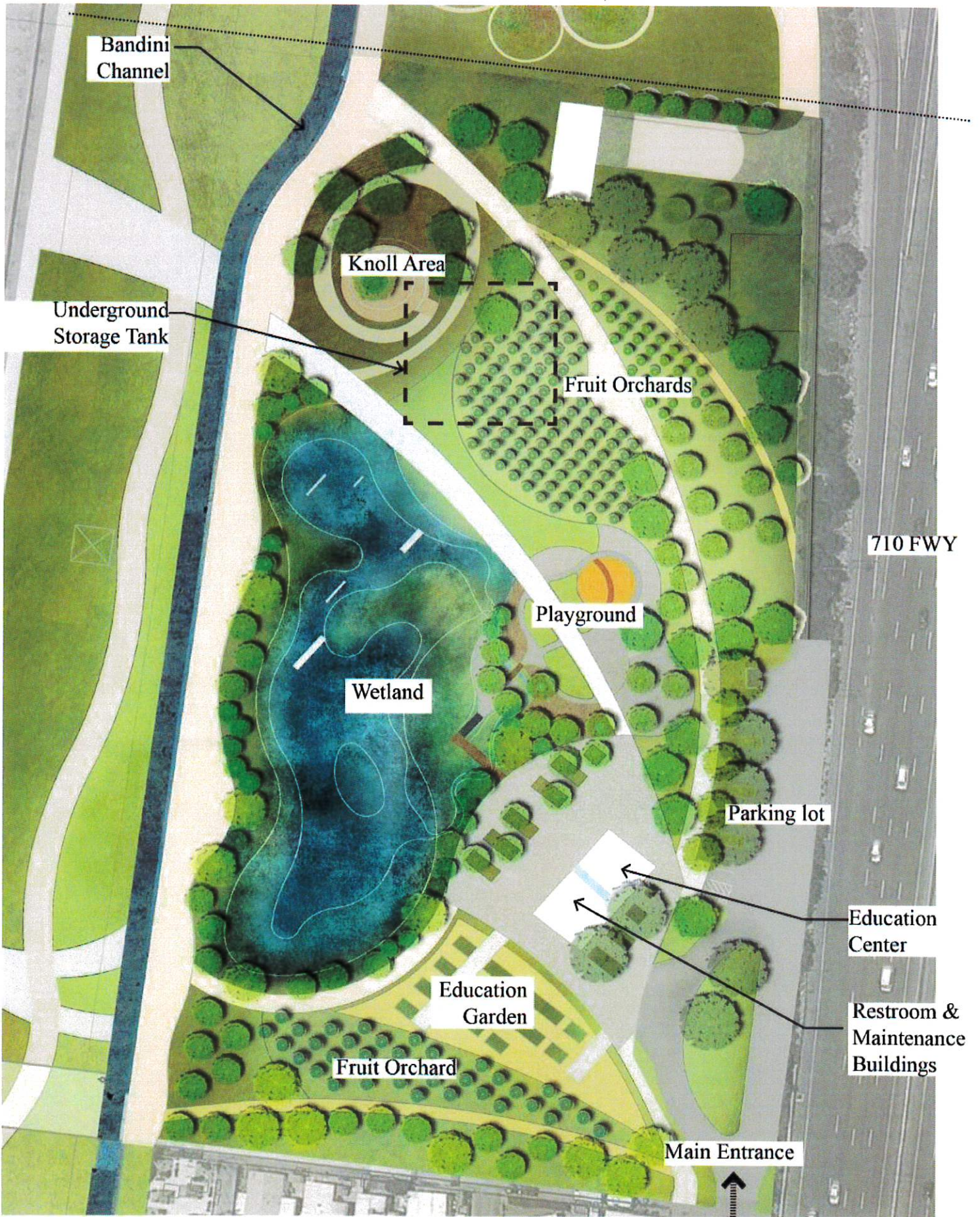
100' 200' 400'

G

The Project will construct a new passive park along the Los Angeles River. A primary purpose of the Project is to divert and treat storm water run-off from the Los Angeles River. The 7-acre site is located at 9475 W. Frontage Road is located between Firestone Boulevard to the north, the Thunderbird Villa Mobile Home Park to the south, the Los Angeles River to the west and I-710 Long Beach Freeway to the east.

The project improvements will include:

- a storm water diversion structures from the Bandini Channel to an underground reservoir and wetland with emergent vegetation
- a wetland overlook area with educational signage and appropriate cultural representations (i.e., trees, plants and other symbols) selected by the community
- a flowing stream adjacent to the education/flexible space building and wetland
- a knoll overlooking the wetland
- bio swales
- an education garden with 18 raised be planters
- an orchard of 232 fruit trees selected by the community
- an education building/flexible space to promote environmental education
- shade structures to promote prolonged hours and use of the park
- a nature-based playground with a water element
- multi-use walking and bicycle pathways
- exercise equipment located at various stages along the walking and bicycle paths
- benches, picnic tables, drinking fountains, trash cans, public art
- native shade trees, drought tolerant landscape
- irrigation system
- pathway lighting
- a maintenance garage and a restroom building

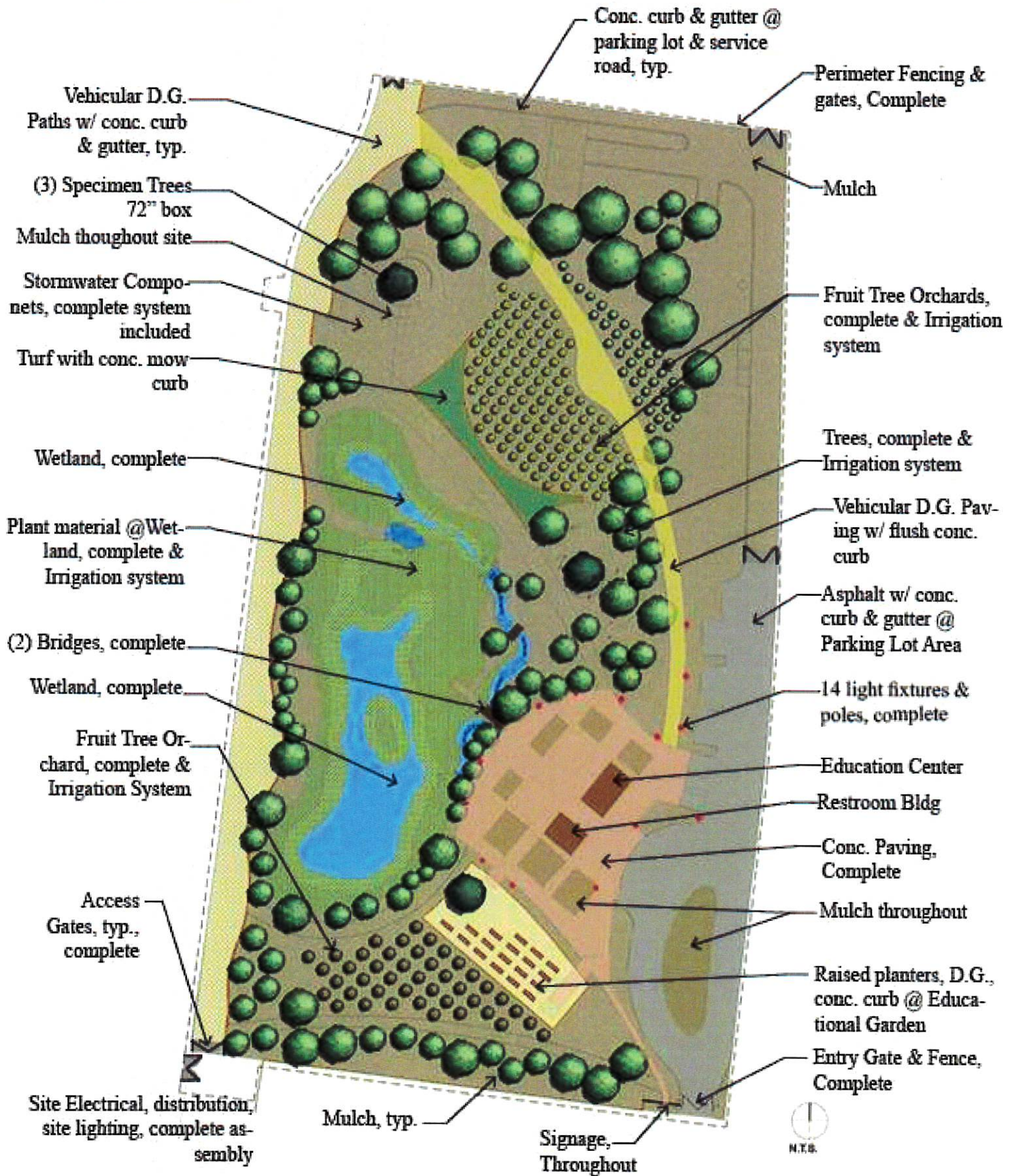


ADD ALTERNATE 1 EXHIBIT



Conceptual Site Plan

BASE BID EXHIBIT



Conceptual Site Plan

RECEIVED

Item No. 16

JUN 1 2021

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:35pm

AGENDA BILL

For the Regular Meeting of: June 8, 2021
Originating Department: City Manager's Office

Interim City Manager: Chris Jeffers Interim City Manager: Chris Jeffers

SUBJECT: AMERICAN RESCUE PLAN ACT OF 2021

PURPOSE: To begin developing a framework for the use of the American Rescue Plan Act of 2021 funding in accordance with the guidelines developed by the U.S. Treasury Department. This item was continued from the regularly scheduled City Council Meeting of May 25, 2021.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Receiving and filing the American Rescue Plan Act (ARPA) of 2021 report; and
- b. Providing direction to staff on the proposed use of the City's estimated \$34.5 million allocation from the ARPA. Based on the City Council's direction, staff will prepare appropriate budgetary action for the City Council's consideration at a future meeting.

FISCAL IMPACT: The City of South Gate has been allocated an estimated \$34.5 million from the ARPA. Fifty percent (50%) of the amount will be eligible for draw down by the City in late May or early June of the current Fiscal Year 2020/21. The balance of the funds is anticipated to be released 12 months later or approximately in June 2022. All ARPA funds must be expended by December 31, 2024.

It is important to note that all revenue and expenditure elements caused or impacted by the Coronavirus Disease 2019 (COVID-19) pandemic since January 2020 through December 2024 are generally covered by the ARPA.

ANALYSIS: The American Rescue Plan Act (ARPA) includes economic relief to local, state and tribal governments that have experienced a significant revenue loss and/or increased expenditures resulting from the COVID-19 pandemic. The City of South Gate is estimated to receive \$34.5 million from the U.S. Treasury Department over the next two fiscal years. It is anticipated that the first half, approximately \$17.25, million, will be available in May 2021. The remaining balance will be available approximately in June 2022.

The use of these ARPA funds are more flexible than the previous CARES Act funding which covered expenditures related to the COVID-19 pandemic. All expenditure reductions due to revenue losses incurred due to the pandemic fiscal adjustments are eligible expenses, as long as they do not cover pension costs.

In general, the ARPA funds can be used for the following categories:

1. To respond to the public health emergency with respect to COVID-19 pandemic, or its negative economic impacts, including assistance to households, small businesses, and nonprofits or aid impacted industries.
2. To respond to workers performing essential work during the COVID-19 pandemic public health emergency.
3. For the provision of government services, to the extent of the reduction in revenue of such local government due to the COVID-19 pandemic.
4. To make necessary investments in water, sewer, or broadband infrastructure.

The ARPA does have direct funding allocations for other items such as renter and homeowner assistance, homeless intervention and infrastructure projects that will be distributed by either the state and/or federal governments.

Expenses

Both the League of California Cities and National League of Cities are suggesting that local government prioritize revenue losses and expenditures incurred to be reimbursed from the ARPA funds. In addition, they strongly suggest that the funds be treated as the one-time sources they are and that ARPA funds not be used for programs that would need on-going financial support to function. Finally, they believe capital projects should be strongly considered as a way of improving the community's infrastructure which will not only benefit residents today, but future generations as well.

As of this writing, the City has spent nearly \$2.4 million in response costs due to the COVID-19 pandemic. This includes safety equipment, staffing coverages, reduction in budgets including capital items and project deferrals. We believe that all these items will be eligible for reimbursement at this time.

Revenue

The ARPA is the first piece of legislation that allows for federal funding to backfill the loss of revenues due to the COVID-19 pandemic. The revenue loss calculation accepted is the difference of the revenues received in the fiscal year prior to the pandemic versus the fiscal years impacted by the pandemic. For South Gate, Fiscal Year 2018/19 will be compared against the subsequent fiscal years for 2019/20; 2020/21; 2021/22; 2022/23; and 2023/24. Based on this methodology, the City of South Gate experienced significant revenue losses in specific General Fund categories and other Special Revenue sources. These losses will likely continue for the next few years in terms of actual and historic growth patterns.

Summary

Staff is recommending the following parameters for consideration:

1. Reimbursement of General Fund and Special Revenue Funds lost during any fiscal year from generally January 2020 through December 2024. These amounts will be refined as specific guidelines are released by the U.S. Treasury Department and the final accounting is determined as stated in the Annual Financial Report or some other document acceptable to the U.S. Treasury Department guidelines. The initial estimate is \$7 million.
2. Reimbursement of any General and Special Revenue Funds expenditures generally from January 2020 through December 2024 responding to the COVID-19 pandemic that were not

already reimbursed by the CARES Act funding or CDBG funds. This amount will be refined as specific guidelines are released by the U.S. Treasury Department and the final accounting is determined in the appropriate Annual Financial Report or other documents approved by the guidelines up through December 31, 2024. The initial estimate is \$2 million.

3. Designate an estimated \$2 million in funding of deferred capital projects and items from the Fiscal Year 2020/21 Municipal Budget Fall Revise as outlined in the December 8, 2020 Agenda Bill.
4. Designate \$12 million in funding projects from the Master Plans for water, sewer and information technology that meet guidelines under the ARPA.
5. Set aside \$1 million for Fiscal Year 2021/22 for continued small business assistance programs using current CDBG eligibility guidelines unless otherwise provided for by the U.S. Treasury Department.
6. Set aside \$1 million for rental assistance using current CDBG guidelines unless otherwise provided for by the U.S. Treasury Department.
7. Set aside \$2.5 million for homelessness programs and resources, including enhanced MET Team assistance for the South Gate Police Department.
8. Set aside \$1.5 million for implementation of a Broadband project either locally or through a regional approach with other Gateway Cities.
9. Set aside \$5.5 million, the remaining funds to be determined at a later date as projects are presented or are awarded to ensure sufficient funds for the programs. This estimated amount is factored based on elements above.

On May 10, 2021, the U.S. Treasury Department released the proposed guidelines (151 pages) and will take public comment regarding the proposed guidelines until July 10, 2021. Several local government groups such as the U.S. Conference of Mayors and the League of California Cities are reviewing and preparing potential comments. While the proposed guidelines certainly shed additional light relating to uses, time frames and documentation process, there are comments that we should provide in hopes of better educating the U.S. Treasury Department on municipal operations and COVID-19 pandemic impacts.

The proposed guidelines do confirm our early interpretations that funds have to be spent or legally encumbered by December 31, 2024. If legally encumbered, then funds need to be spent by the end of 2026.

BACKGROUND: The worldwide Coronavirus Disease 2019 pandemic (COVID-19) is unprecedented in its size, scope and impact. With over 32.8 million people infected and nearly 582,000 deaths in the United States as of May 12, 2021, the impact of this infectious and potentially deadly disease is unmatched. Locally, the COVID-19 pandemic impact has certainly been devastating with nearly 18,600 infections and 225 deaths in South Gate during this same period of time.

To deal with this unprecedented COVID-19 pandemic, the state and Los Angeles County have issued several health orders that included “Stay at Home” Orders (Orders) and other steps to stem the outbreak and several surges over the last year. These Orders, while developed in the interest of stemming the infections and deaths have had a tremendous impact upon residents and businesses. Unemployment in the City of South Gate stands at about 18%, with several sub-groups within the data seeing numbers at about 25%. In addition, the City has seen many small businesses close, with the possibility that many may never open their doors again.

As of May 1, 2021, Los Angeles County is in the Yellow Tier for safety protocol allowing for the reopening of most businesses to as much as 75% occupancy depending on the type of business. This, of course, will have a tremendous impact upon lowering the unemployment as businesses bring workers back. The pace of this reopening will depend on the vaccination process of communities and the speed in which both national and global economies return to normal.

Last year, on March 27, 2020, the U.S. Congress passed the CARES Act which allotted \$2.2 trillion to provide fast and direct economic aid across the county; however, the funding was restricted to certain emergency expenditures, and only provided direct allocations to governments with populations over 500,000. As a result, municipalities under the 500,000 threshold had to coordinate with and lobby state and county governments to receive a share of the CARES Act funding. The City of South Gate ultimately filed for about \$1.2 million in reimbursement for response and protective items.

Approximately a year later, on March 11, 2021, the American Rescue Plan Act, signed by President Biden, included a \$1.9 trillion Economic Relief Plan that contains of \$350 billion in direct aid to state, local, territorial, and tribal governments. Of this amount, local governments, including both counties and municipalities, were provided \$130.2 billion in emergency funding. The state and local fiscal recovery fund was designed to assist with the budget gaps created by the crisis and its economic shutdowns.

In the recently approved ARPA, the allocation formula for entities over 50,000 in population is generally based on the federal CDBG (Community Development Block Grant) allocation methodology. Based on the CDBG methodology, the City of South Gate is estimated to receive \$37.7 million; half of that amount within 60 days of the Bill’s passage and the balance in 12 months, in Fiscal Year 2021/22. As of the writing of this report, the U.S. Treasury Department is still finalizing the procedures and processes to claim the funding and the reporting requirements. It is expected that by the time this report is made to the City Council, many of those procedures will have been promulgated. Although the Bill specifically allows for the recovery of revenue losses and the reduction of expenditures governments incurred to address the pandemic, the Bill is very clear that pension costs are not eligible.

As the City Council is aware, during the last quarter of Fiscal Year 2019/20 and the first half of the current fiscal year, the City put holds on hiring, expenditures and capital projects as a cost containment effort to deal with the unknown fiscal impacts when the COVID-19 pandemic first arose. In December, the City Council reduced the current fiscal year budget by nearly \$3 million and deleted many capital projects. While the City did not fully experience some of the initial fiscal fallout projected, it did see many sources of funding reduced and certainly undertook expenses to deal with the pandemic that drew down from the reserves.

Many economic experts have indicated that it may take 3-5 years before the national and global economies return to their normal cycles. This, of course, means the local economies will be slow to fully recover. Finally, as a result of the numerous health orders that limited businesses in their operations, we have seen the basic economy change. This change has been especially evident in the retail sector and office sector. On-line retail has grown to about 19% of all retail sales with a 36% increase last calendar year, while in-store sales fell by 3.2% over the same period a year ago nationally. It is expected the online sales will grow about 8% annually, while in-store sales will only grow about 5% for 2021 over last year 2020.

Office space has also seen a sharp decline as businesses have adapted to telecommuting and other technology applications that have allowed individuals to work off-site. This decline is expected to continue into the future thus creating a very soft market in terms of rents and a surge in vacancies for this space. Will this change create a need to repurpose office space into other uses like housing or something else? And, if so what impact might there be on local zoning standards?

The bottom line is that the COVID-19 pandemic has changed many parts of traditional economic model assumptions. Some of these changes may be forever, while some may just take time for a return to normal. At this time, we do not know given the unprecedented nature of the pandemic.

Yet, the ARPA provides a truly unique opportunity to make a significant investment that cannot only benefit the community today, but certainly many years to come; if strategically applied. There will most likely never be another funding level like the one before the City Council for generations to come.

ATTACHMENT: American Rescue Plan Act of 2021 - PowerPoint Summary



The American Rescue
Plan Act 2021- City of
South Gate

The American Rescue Plan Act

- ▶ The American Rescue Plan Act became law on March 11, 2021
- ▶ Provides for \$2.2 Trillion in financial assistance to various segments of our economy, including government
- ▶ \$360 Billion in direct funding to State & Local Funding
 - ▶ State Government - \$195.3 Billion
 - ▶ Tribal Government - \$20 Billion
 - ▶ Local Government - \$130.2 Billion
 - ▶ \$65.1 Billion directly to 19,000 municipal governments
 - ▶ \$65.1 Billion for 3,000+ County governments

The American Rescue Plan Act

- ▶ Municipal Government (\$65.1 Billion)
 - ▶ \$45.5 Billion to cities with 50,000 or more residents (Modified CDBG)
 - ▶ \$19.5 Billion to cities less than 50,000 distributed through the State
- ▶ Funding will be released in two phases
 - ▶ May 11, 2021
 - ▶ May 11, 2022
- ▶ Spending Deadline - December 31, 2024*

The American Rescue Plan Act

▶ Eligible Expenditures

- ▶ Responding to the health emergency or its negative economic impacts
 - ▶ Assistance to households; small businesses; nonprofits or aid to impacted industries
- ▶ Respond to workers performing essential work during the COVID-19 emergency
- ▶ Revenue replacement for local government (based on the 2018-19 fiscal year)
- ▶ Make necessary investments in water, sewer and broadband infrastructure
- ▶ * Must meet U.S. Treasury Department guidelines and are subject to audit

The American Rescue Plan Act

- ▶ ARPA does provide other funding categories to administered by the State
 - ▶ Broadband Development
 - ▶ \$ 7 Billion for Emergency Connectivity Fund (Schools and Libraries)
 - ▶ \$10 Billion for Capital projects, including remote options work, learning and health monitoring
 - ▶ Homeless Intervention
 - ▶ \$5 Billion for Emergency Housing vouchers
 - ▶ \$5 Billion for HUD Homeless Assistance Programs
 - ▶ \$400 Million for FEMA Emergency Food/Shelter Program
 - ▶ Renter/Homeowner Assistance
 - ▶ \$21 Billion for Emergency Rent Relief
 - ▶ \$10 Billion for Homeowner Assistance Fund

The American Rescue Plan Act

- ▶ League of CA Cities/National League of Cites Recommendation
 - ▶ Save Local Fiscal Recovery Funds for gaps and priorities not eligible for other federal/State assistance programs
 - ▶ Assess government operations AND community needs
 - ▶ Prioritize fiscal stability and returning to work
 - ▶ Take advantage of the infrastructure opportunities under the ARPA
 - ▶ Treat as one-time funding as opposed to projects needing continual funding
 - ▶ Maintain records and document success

The American Rescue Plan Act

- ▶ Based on the Modified CDBG Approach
 - ▶ South Gate - \$34.55 million
 - ▶ Downey - \$25.43 million
 - ▶ Huntington Park - \$27.95 million
 - ▶ Lynwood - \$24.44 million
 - ▶ Paramount - \$18.89 million
 - ▶ Pico Rivera - \$14.77 million
- ▶ U.S. Treasury Department issued proposed guidelines on May 10, 2021
 - ▶ Comments due by July 10th

The American Rescue Plan Act

- ▶ Staff Suggested Consideration
- ▶ Reimburse Revenue (GF/Special) lost - Estimated \$7 million
- ▶ Reimburse Expenses (GF/Special) incurred - Estimated \$ 2 million
- ▶ Designate Fund for Deferred Projects/reduced FY 21 - Estimated \$2 million
- ▶ Designate for Water/Sewer/Information Tech Projects - Estimated \$12 million
- ▶ Designate for Small Business Assistance - Estimated \$1 million
- ▶ Designate for Rental Assistance - \$1 million
- ▶ Designate for Homelessness Programs - \$2.5 million
- ▶ Designate for Broadband Project - \$1.5 million
- ▶ Designate a Set-A-Side for later determination - \$5.5 million

The American Rescue Plan Act

- ▶ Summary
- ▶ ARPA parameters
 - ▶ Respond to COVID Healthcare Emergency
 - ▶ Assist With Economic Impacts
 - ▶ Revenue Replacement
 - ▶ Investments in water/sewer/broadband
 - ▶ Respond to workers performing essential work
- ▶ One-time versus On-Going (League and National League recommendations)
- ▶ General time period (1/1/2020 thru 12/31/2024)
- ▶ All funds must be spent/encumbered by 12/31/2040 or returned
- ▶ Devil is in the details - U.S. Treasury Dept. issued proposed guidelines

City of South Gate

Item No. 17

RECEIVED

CITY COUNCIL

JUN 2 2021

AGENDA BILL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:50pm

For the Regular Meeting of: **June 8, 2021**

Originating Department: **Public Works**

Department Director: _____

Arturo Cervantes

Interim City Manager: _____

Chris Jeffers

SUBJECT: PRESENTATION ON THE LONG BEACH BOULEVARD STREET IMPROVEMENTS PROJECT, CITY PROJECT NO. 515-ST, FEDERAL PROJECT NOS. ATPL-5257(033) AND HSIP-5257(037)

PURPOSE: The Long Beach Boulevard Street Improvements Project (Project) is a part of the Capital Improvement Program. The Project is in the design phase and is undergoing a public outreach process to take public input into consideration. The last step in the outreach process is to present the Project to the City Council.

RECOMMENDED ACTION: The City Council will consider receiving and filing a presentation on the Long Beach Boulevard Street Improvements Project, City Project No. 515-ST.

FISCAL IMPACT: There is no fiscal impact as a result of this presentation. The total Project budget requirements is estimated to be \$8,816,100. It is planned to be funded with \$2,000,000 in Proposition C Funds, \$1,301,090 in Measure M Funds, \$1,485,810 in Highway Safety Improvement Program (HSIP) Funds, and \$2,250,000 in Active Transportation Program (ATP) Funds.

ALIGNMENT WITH COUNCIL GOALS: This Project meets the City Council's goal to "Continue Infrastructure Improvements."

ANALYSIS: The Long Beach Boulevard Street Improvements Project (Project) is currently in the final design phase and is anticipated to be completed in June 2021. As part of the Project design development process, the Department of Public Works implemented a public outreach process to give recognition to the design of the Project in a manner that addresses the public's interest and concerns.

On April 28, April 29, and May 13, 2021, staff conducted virtual public outreach meetings and presented an overview of the complete streets plans to the general public. There was no one in attendance at the business outreach meeting, seven people attended the April 29th meeting, and 16 people attended the May 13th meeting. There was general support for the Project, with no opposition to any elements of the proposed improvements. There was interest in placing security cameras on the corridor; reviewing existing parking prohibitions to see if they can be changed at one location; and interest to accelerate the construction start date.

The public outreach plan for this Project includes one virtual meetings for the general public, one virtual meeting for businesses, one virtual meeting for businesses and the general public and a presentation to the City Council. The outreach plan also includes promoting the Project outreach meeting via social media, the City's website, mailings and email blasts. Outreach material is available in English and Spanish and was also promoted on the virtual Public Works Week webpage.

BACKGROUND: Long Beach Boulevard is a primary arterial street serving diverse transportation needs. The corridor extends a distance of 1.5 miles, from Tweedy Boulevard to Santa Ana Street. The corridor is heavily traveled by vehicles and carries over 25,000 vehicles per day. Long Beach Boulevard is also a pedestrian oriented corridor that provides access to businesses, schools and other activity centers.

The vision for Long Beach Boulevard is to transform the corridor into an attractive urban environment with a diverse mix use. This will require a significant complete streets improvement program that includes greening the corridor with energy efficient systems, storm water infiltration planters, improved traffic circulation and safety, promoting alternative modes of transportation with enhanced pedestrian mobility and bike amenities, enhanced streetscape environment and other pedestrian environment enhancements. More specifically, project amenities include raised landscaped median islands with drought tolerant vegetation and up-lighting; vegetated bio-filtration swales; storm water capture, treatment and infiltration; roadway pavement rehabilitation and restriping; upgraded pedestrian lighting, high visibility enhanced crosswalks and rectangular rapid flashing beacons; sidewalk repairs and ADA compliant curb ramps; enhanced bus stops; bike racks and striping for class III bicycle facilities. These elements have safety, transportation, beautification and quality of life benefits.

On November 26, 2019, the City Council approved a contract with Mark Thomas & Company, Inc., to provide engineering plans, specifications and estimates for the Project, in the amount of \$664,592. The design began in January 2020 and is planned to be completed in June 2021. The Project is anticipated to go out to bid after Caltrans construction approval in February 2022. The construction is planned to begin in the Summer of 2022.

ATTACHMENT: A. Project Power Point Presentation
B. Project Fact Sheet

KT:lc



LONG BEACH BOULEVARD STREET IMPROVEMENTS PROJECT

**Public Outreach Meeting
May 25, 2021**

City of South Gate
**GATEWAY
TO THE
FUTURE**



Today's Agenda

- **Introductions**
 - **City of South Gate**
 - Arturo Cervantes, Assistant City Manager/Director of Public Works
 - Ken Tang, Senior Civil Engineer
 - **Mark Thomas**
 - Marty Armstrong, Senior Project Manager, Landscape Architect
- **Meeting Purpose**
 - Long Beach Boulevard Issues
 - Long Beach Blvd Street Improvements Project
 - Public Input

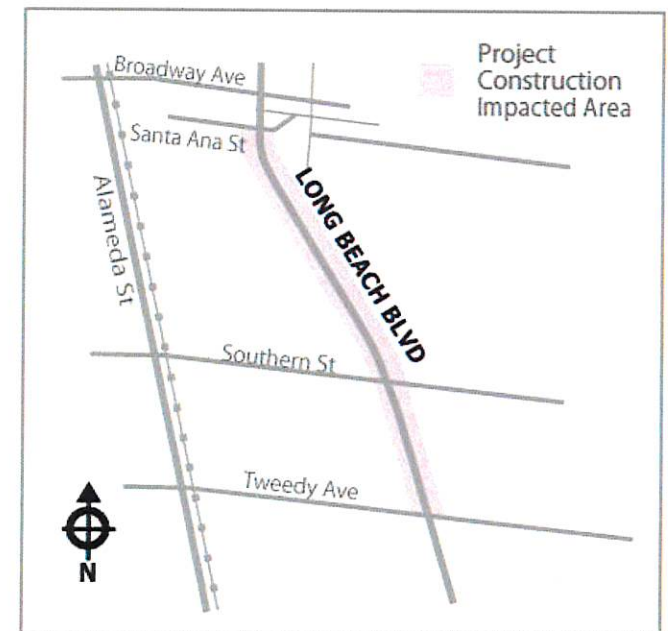
Long Beach Boulevard

- **Description**

- Major Arterial Corridor with Regional Significance
- Over 25,000 cars travel on Long Beach Boulevard per day
- Serves businesses and schools

- **Challenges**

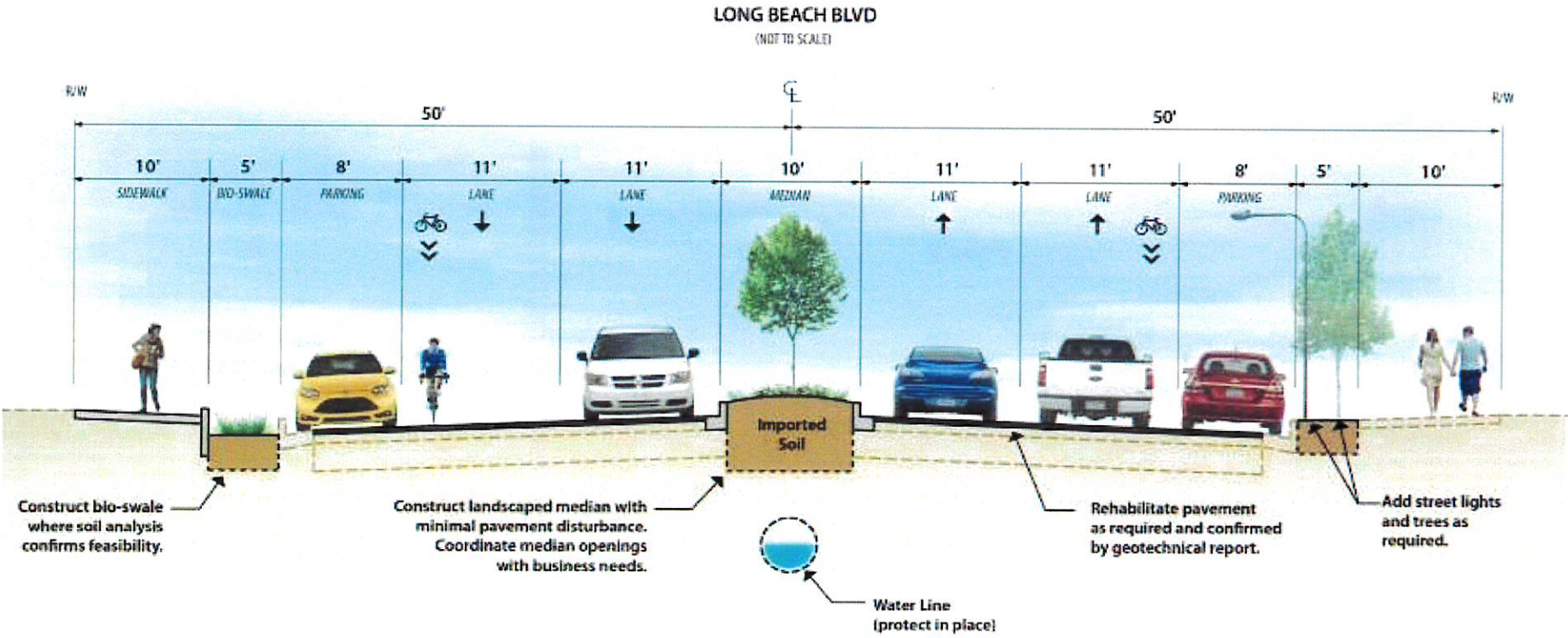
- Aging Infrastructure
- Safety
- Congestion and Delay
- Pedestrian, Bike and ADA Accessibility



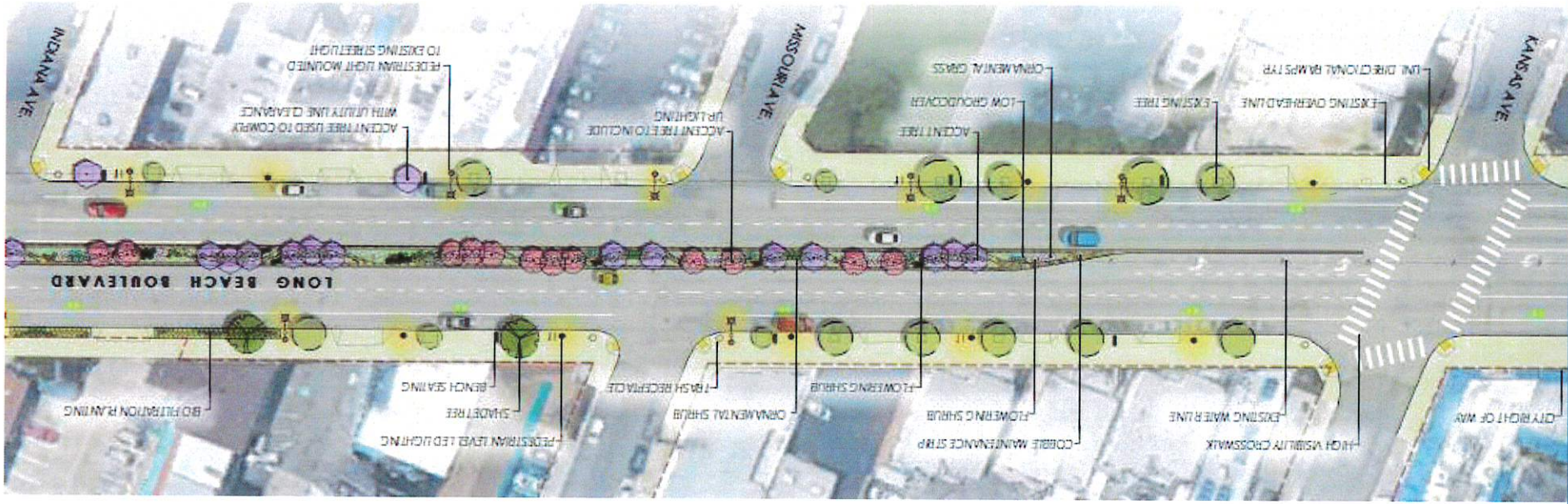
Long Beach Blvd Street Improvements

Project Purpose	Project Details
Mitigate Issues on the Corridor	Tweedy Boulevard to Santa Ana Street
Pedestrian Safety	Sidewalk repairs, ADA improvements and pedestrian lighting
Bike Safety	Sharrows, bike signage and bike racks
Traffic Circulation and Safety	Road medians to reduce turning movements on the corridor, to enhance safety.
Deferred Maintenance	Repaving the roadway, and repairing sidewalks and curb ramps
Greening Corridor	Drought tolerant landscaping, energy efficient lighting, storm water quality mitigations
Beautification	Landscaping, up lighting trees, Enhancing bus stops, new street furniture

Typical Section

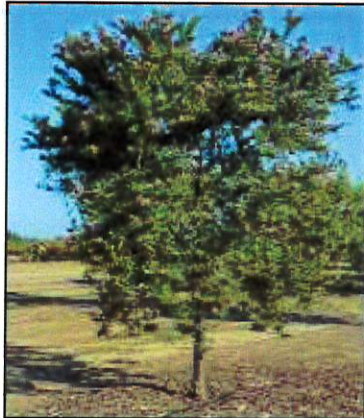


Landscaping Concept Plan



Landscape Concept Plan

ACCENT TREES

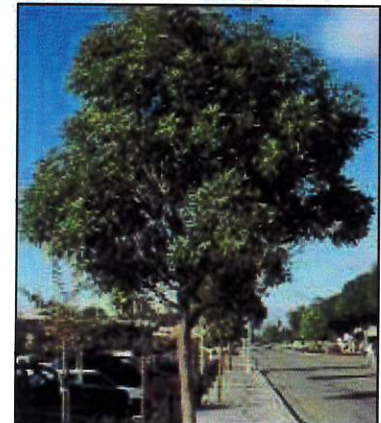


CHILOPSIS LINEARIS
DESERT-WILLOW



LAGERSTROEMIA
X. FAURIEI 'MUSKOGEE'
LAVENDER CRAPE MYRTLE

SHADE TREE



LOPHOSTEMON
CONFERTA
BRISBANE BOX

Landscape Concept Plan

FLOWERING SHRUBS



CALLISTEMON CITRINUS
'LITTLE JOHN'
DWARF BOTTLEBRUSH



LAVANDULA
'GOODWIN CREEK'
GOODWIN CREEK LAVENDER

ORNAMENTAL GRASS/ GRASS-LIKE



CAREX DIVULSA
BERKLEY SEDGE
BIOFILTRATION PLANT



JUNCUS PATENS
CALIFORNIA GRAY RUSH
BIOFILTRATION PLANT



MUHLENBERGIA
CAPILLARIS
PINK MUHLY

GROUNDCOVERS



MYOPORUM PARVIFOLIUM
PINK AUSTRALIAN RACER

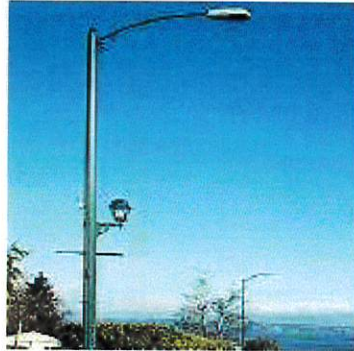


SENECIO SERPENS
BLUE CHALKSTICK

Amenities



PEDESTRIAN LIGHTING



EXISTING LIGHTING
WITH PEDESTRIAN
ADDITION



HIGH VISIBILITY
CROSSWALK



ENHANCED CROSSWALK
THERMOPLASTIC



BIKE PARKING



GREEN-BACKED
SHARROWS



BRANDED SOUTH GATE
BUS STOP SHELTER
(NOT PARTICIPATING ITEM)

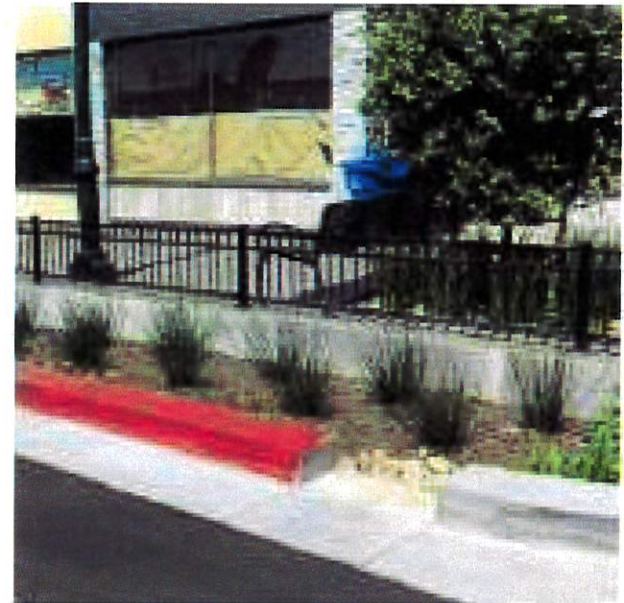


BENCH
(NOT PARTICIPATING ITEM)

Amenities

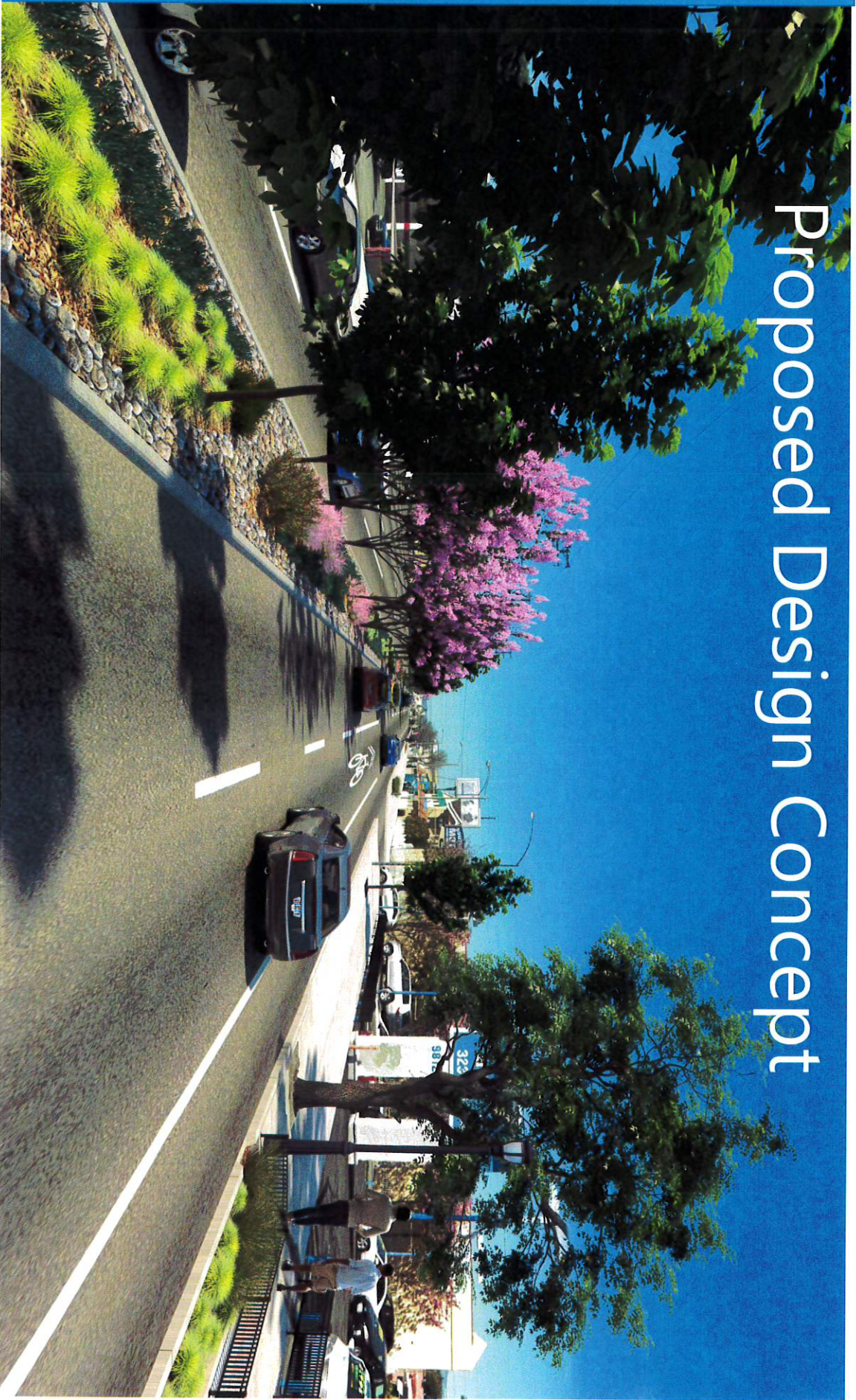


TRASH RECEPTACLES
(NOT PARTICIPATING ITEM)

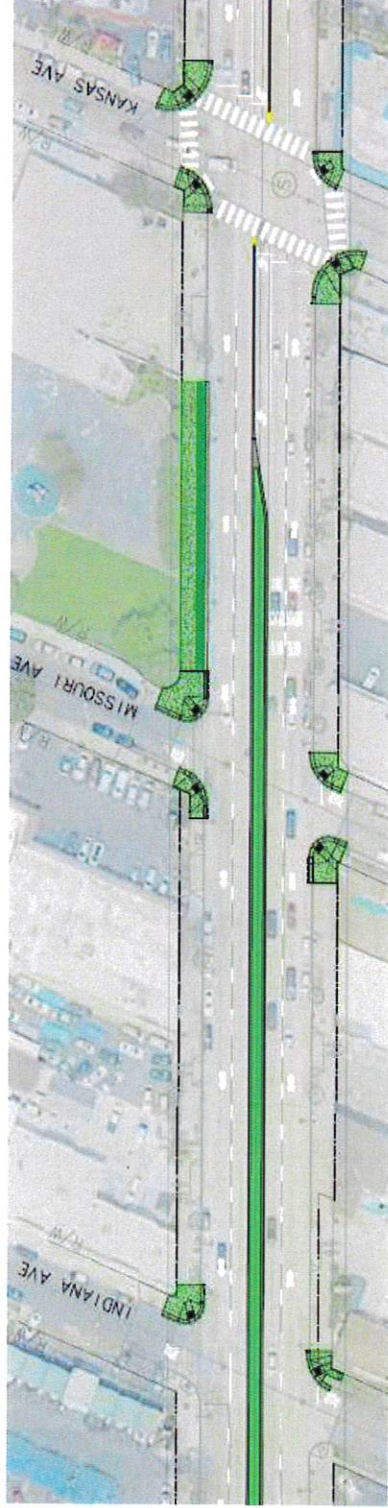
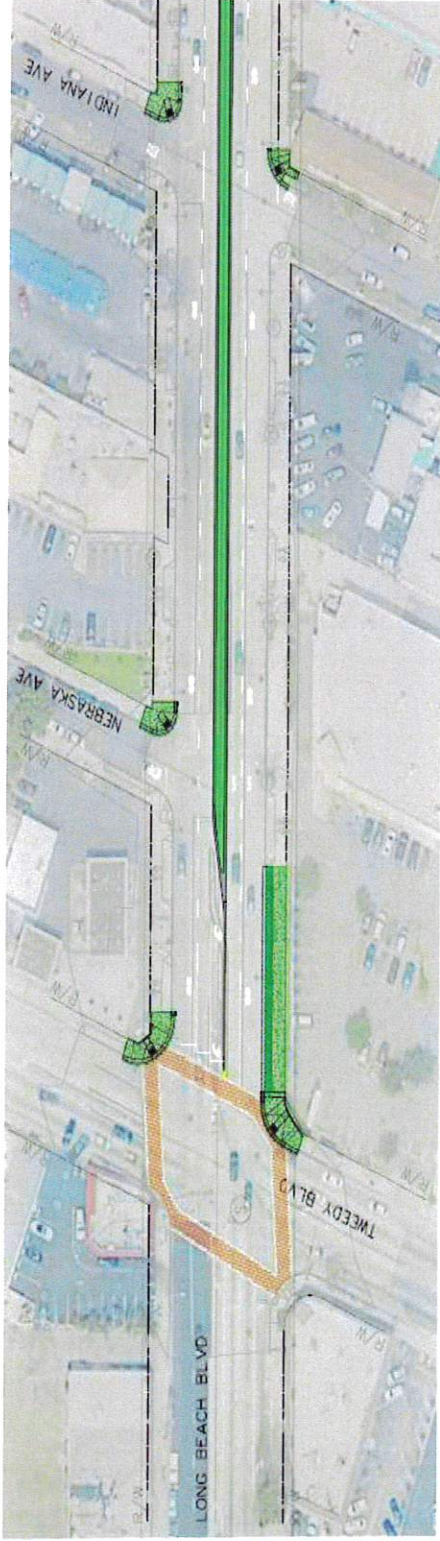


STORM TREATMENT

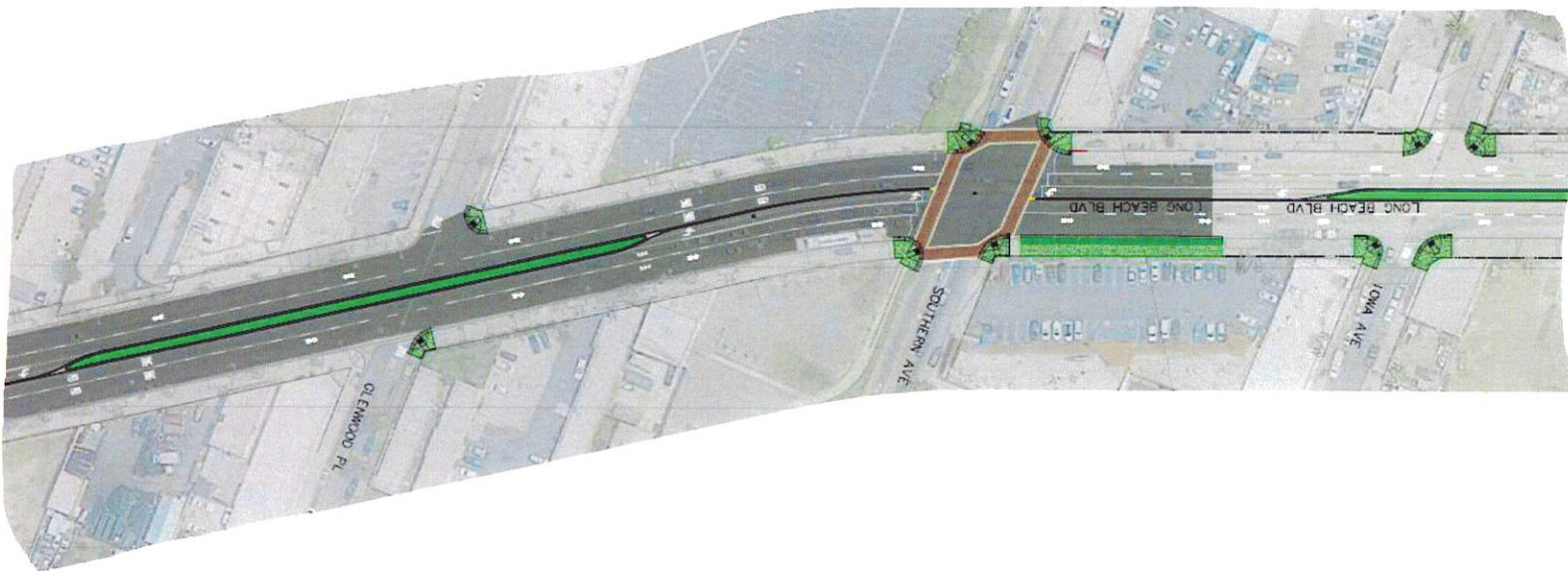
Proposed Design Concept



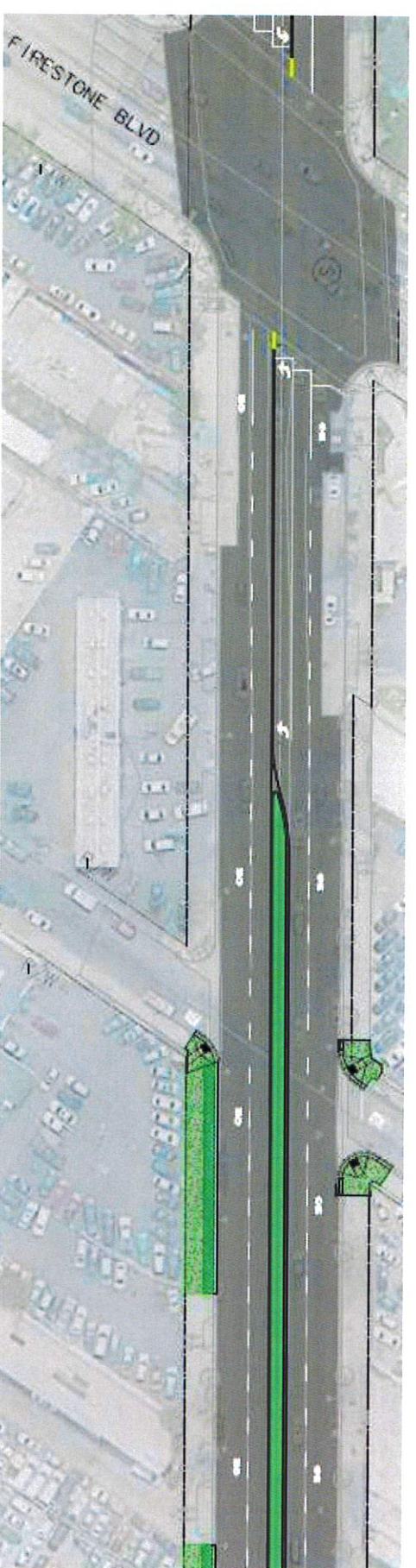
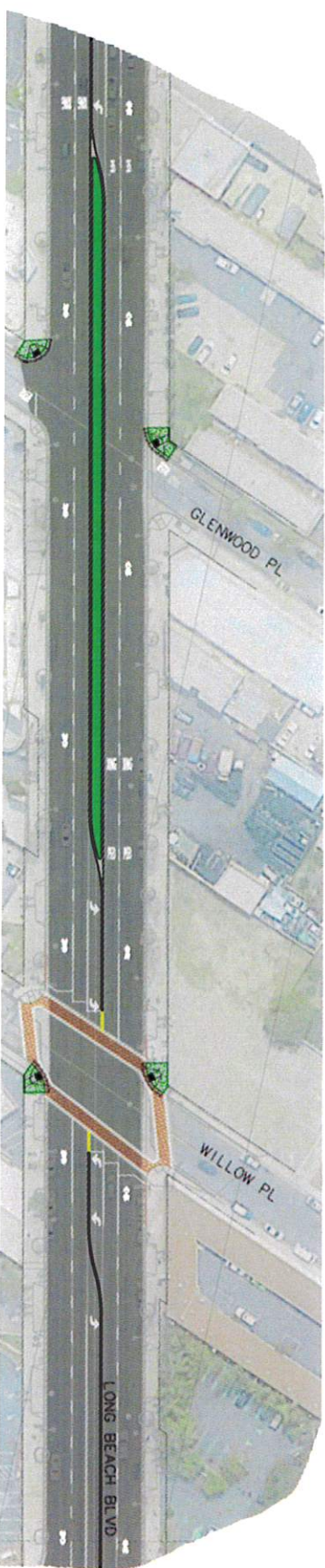
Roadway Median Plan



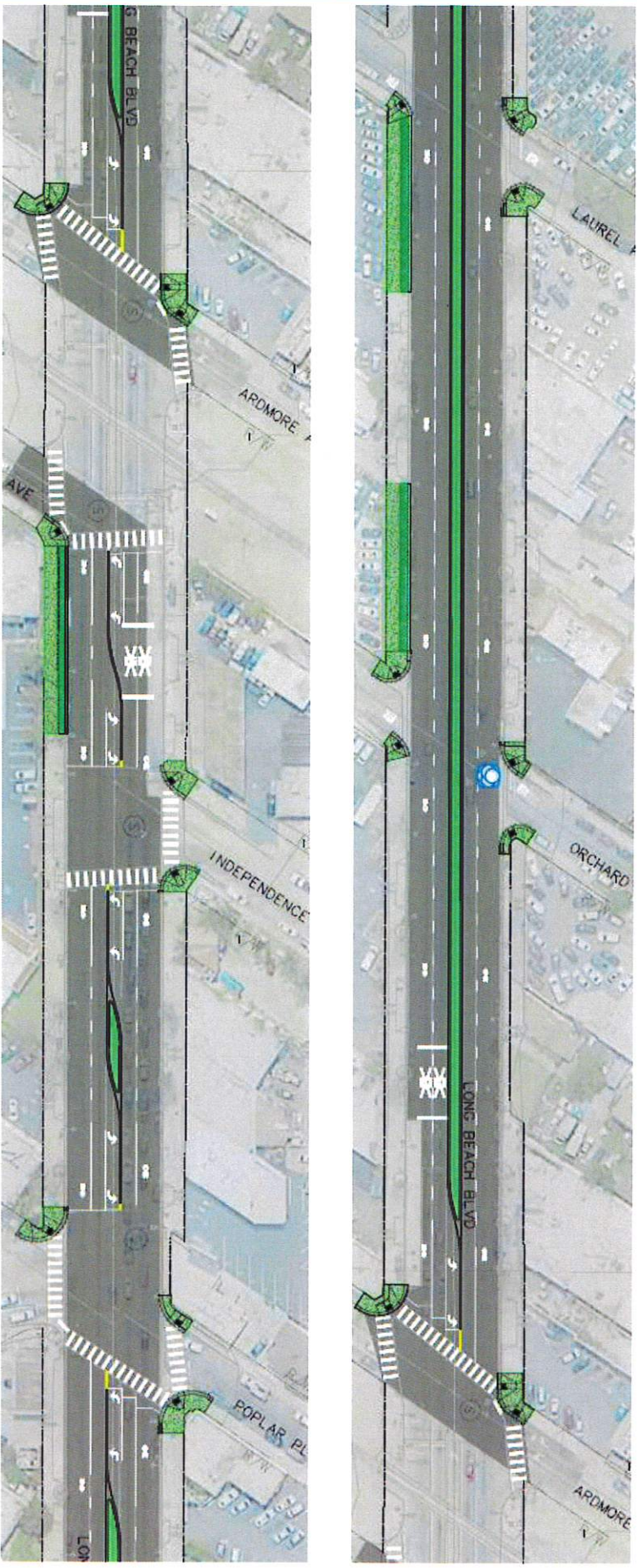
Roadway Median Plan

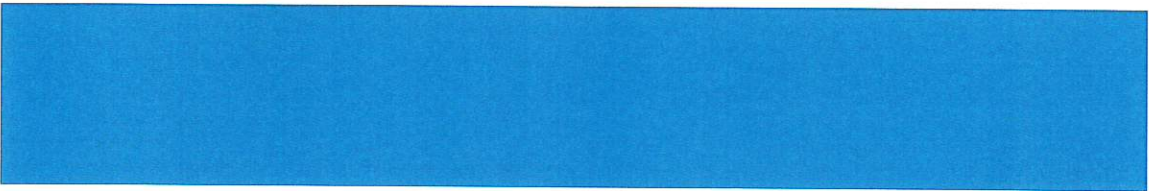
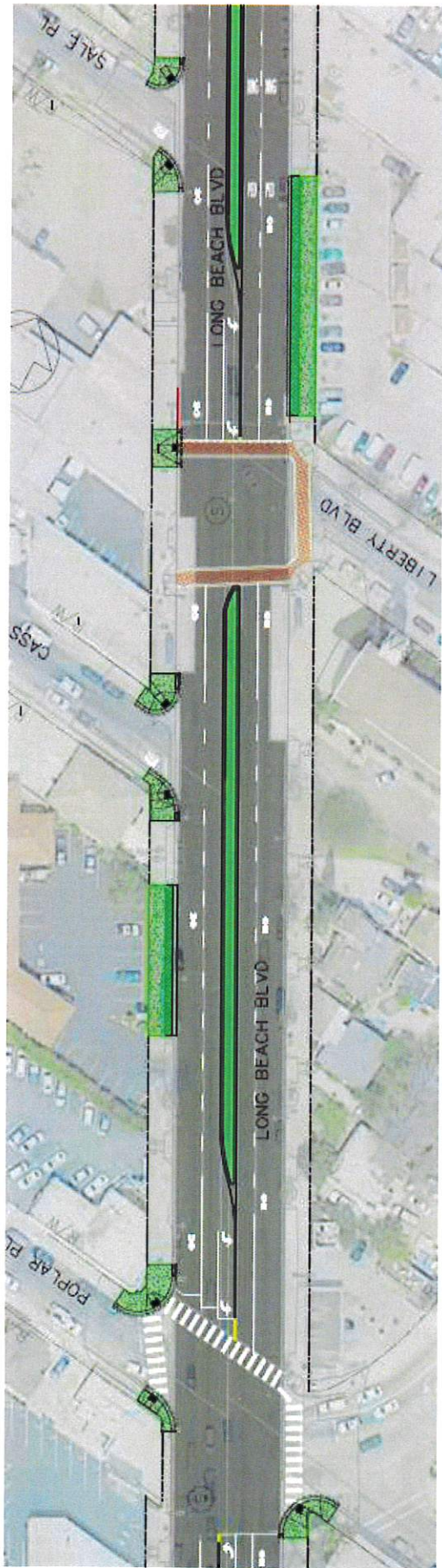


Roadway Median Plan



Roadway Median Plan







Public Communications

- Ken Tang, Senior Civil Engineer, ktang@sogate.org or 323.563.9574
- Design Phase
 - Project Information Mailer
 - Two Public Outreach Meetings
- Construction Phase
 - City's Construction Notice
 - Construction Alerts
 - Contractor's Construction Notice
 - Changeable Message Board
- Other
 - Project website
 - Capital Improvement Program Contact List



Project's Planned Budget

<u>Activity</u>	<u>Costs</u>
Design Phase	\$ 846,000
Construction Phase	\$7,192,100
<u>Miscellaneous</u>	<u>\$ 778,000</u>
Total	\$8,816,100

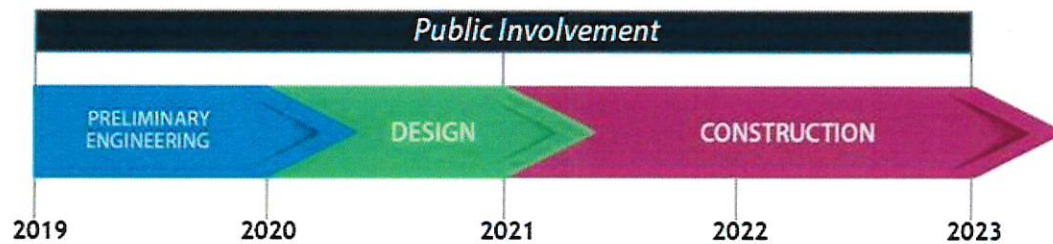
Funding Sources:

- Fully Funded by Grants and Restricted Funds: ATP Grant, HSIP Grant, Urban Greening Grant, Measure R and Proposition C
- GENERAL FUNDS - \$000

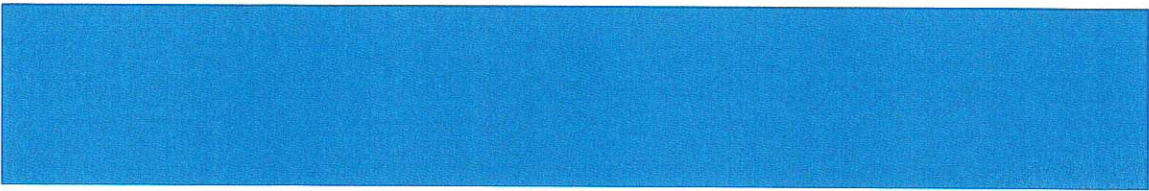
Project Schedule

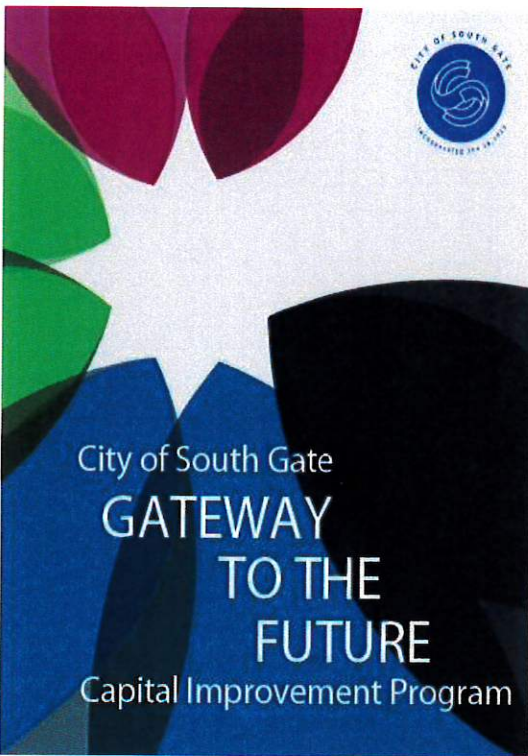
- Public Outreach April of 2021
- Complete Design June of 2021
- Caltrans Construction Approvals February of 2022
- Bid Construction March of 2022
- Start Construction Summer of 2022

Project Development Process



QUESTIONS/COMMENTS?



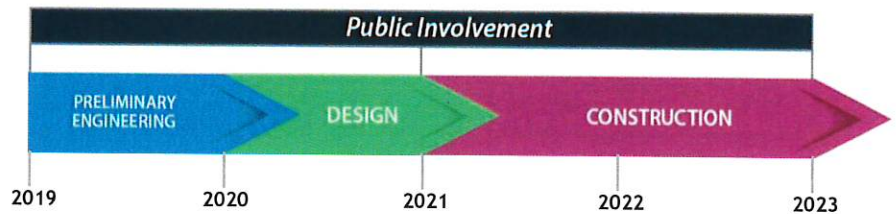


The Long Beach Boulevard Street Improvements Project is a part of the City's Capital Improvement Program. This multi-million investment aims to enhance safety, traffic circulation, rehabilitation and beautification on Long Beach Boulevard, from Tweedy Boulevard to Santa Ana Street. Project improvements include pavement rehabilitation, installing raised, landscaped and hardscaped medians, corridor pedestrian lighting, up-lighting, bike amenities, street trees, storm water quality features, sidewalk and bikeway improvements, bus stops and street furniture. The project is funded with local and federal grant funds.

Project at a Glance

Project Cost:	Approximately \$9 Million
Project Area:	Long Beach Boulevard from Tweedy Boulevard to Santa Ana Street
Project Helpline:	(323) 357-9814
Project Email:	PWengineering@sogate.org
Project Website:	www.cityofsouthgate.org

Project Development Process

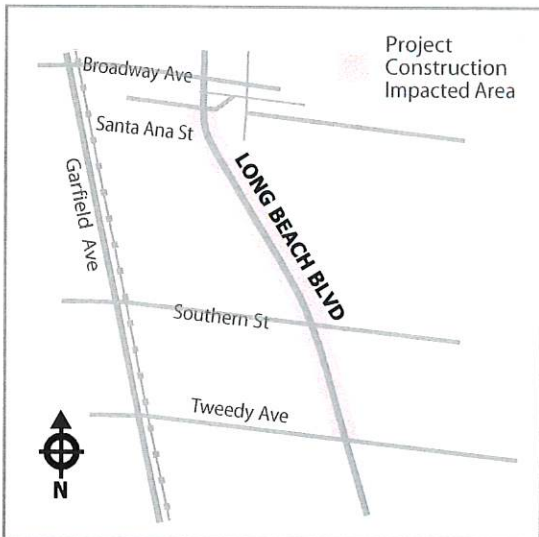


Project Implementation Milestones

- Design phase is planned for completion June 2021.
- Public outreach is planned in April of 2021.
- Caltrans approvals are planned between June 2021 and February 2022.
- Construction bidding is planned for March 2022.
- Construction phase is scheduled to start in Fall 2022.

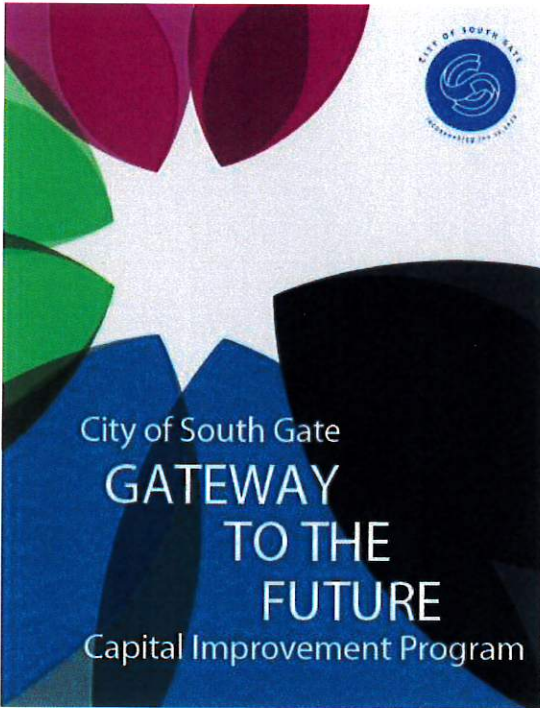
Project Benefits

- Enhance pedestrian, bicycle and motorist safety
- Increase mobility and circulation
- Beautification and Revitalization
- Supports Alternative Modes of Transportation
- Supports Enhancing the Environment
- Comply with ADA requirements



City of South Gate
 Department of Public Works
 8650 California Avenue
 South Gate, CA 90280





Proyecto de mejoras en el Bulevar Long Beach

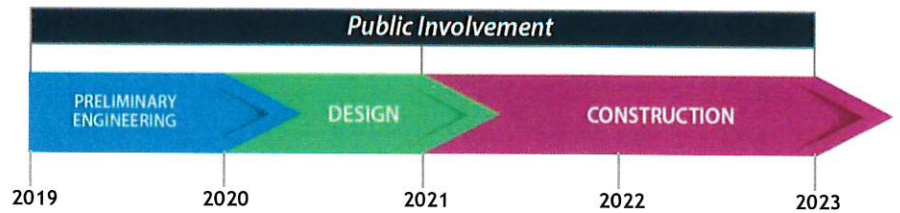


El Proyecto de Mejoras en el Bulevar Long Beach es parte del Programa de Mejora Capital de la ciudad. Esta inversión multimillonaria tiene como objetivo mejorar la seguridad, la circulación del tráfico, la rehabilitación y embellecimiento del Bulevar Long Beach, desde el Bulevar Tweedy hasta la calle Santa Ana. Las mejoras del proyecto incluyen rehabilitación de pavimentos, instalación de divisores elevados ajardinados y empedrados, iluminación peatonal, árboles, sistemas de tratamientos de las aguas pluviales, mejoras en aceras y carriles para bicicletas, mejoras paradas de autobús y mobiliario urbano. El proyecto está financiado con fondos locales y federales.

Project at a Glance

Project Cost: Approx. \$9 Millones
 Project Area: Long Beach Boulevard from Tweedy Boulevard to Santa Ana Street
 (323) 357-9814
 Project Helpline: PWengineering@sogate.org
 Project Email: PWengineering@sogate.org
 Project Website: www.cityofsouthgate.org

Proceso de desarrollo de proyectos



Hitos de implementación del proyecto

- La fase de diseño está prevista para ser completado en junio de 2021.
- Reunión comunitaria en abril de 2021.
- Las aprobaciones de Caltrans están previstas entre junio de 2021 y febrero de 2022.
- La licitación de la construcción está prevista para marzo de 2022.
- La fase de construcción está programada para comenzar en otoño de 2022.

Beneficios del proyecto

- Mejorar la seguridad de peatones, ciclistas y automovilistas
- Mejorar la movilidad y la circulación para automovilistas
- Embellecimiento y revitalización
- Apoya la mejora del medio ambiente
- Cumplir con los requisitos de ley para Estadounidenses con Discapacidades (ADA)



City of South Gate
 Department of Public Works
 8650 California Avenue
 South Gate, CA 90280



South Gate Conserves Water!

Join the Effort!

**PARTIAL WARRANT REGISTER FOR COUNCIL MEETING OF 6/8/2021
(CHECK NOT APPROVED ON 5/25/2021)**

PART I

RECEIVED

Page: 1

apChkLst
05/27/2021 5:29:33PM

Final Check List
CITY OF SOUTH GATE

MAY 27 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
92614	5/25/2021	00003706 THE SALVATION ARMY-BELL	CDBG FY20/21 Q1	5/11/2021	CDBG: HOMELESS SERVICES	12,124.16	
		Voucher:	CDBG FY 20/21 Q34	20/2021	CDBG HOMELESS SERVICES	5,709.65	
			CDBG FY 20/21 Q24	20/2021	CDBG: HOMELESS SERVICES	10,528.69	28,362.50
Sub total for BANK OF THE WEST:							28,362.50

1 check in this report.

Grand Total All Checks: 28,362.50

**PARTIAL WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 6/8/2021
(CHECK NOT APPROVED ON 5/25/2021)**

TOTAL PART I - ACCOUNTS PAYABLE CHECK

28,362.50

GRAND TOTAL

28,362.50

**SOUTH GATE CITY COUNCIL
WARRANT APPROVAL**

Warrant Number 92614, totaling **\$28,362.50**, as listed on the accompanying Accounts Payable Partial Warrant Register from May 25, 2021 is approved as presented.

Check	Vendor	Check Date	Amount	Reason for Void
	GRAND TOTAL OF VOIDED & REPLACEMENT CHECKS		0.00	

CITY AUDITOR

CITY MANAGER



DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on June 8, 2021 at a regular or adjourned meeting, the City Treasurer was ordered to pay the above warrants, as approved.

WARRANT REGISTER FOR COUNCIL MEETING OF 6/8/2021

RECEIVED
 2:15pm
 JUN 2 2021

PART I

apChkLst
 05/25/2021 5:27:29PM

Final Check List
 CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

CITY OF SOUTH GATE
 OFFICE OF THE CITY MANAGER

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		Voucher:		4	2/28/2021	THRU 2/28/21: CONSTRUCTION	136,025.75	
92636	5/25/2021	00000339	POSTMASTER	MP-20210519	5/19/2021	PERMIT#2280, TYPE PI, SG CON	4,322.34	
		Voucher:						
Sub total for BANK OF THE WEST:							443,763.84	
2 checks in this report.							Grand Total All Checks:	443,763.84

Gray highlights indicate prepaid checks

Item No. 18b

WARRANT REGISTER FOR COUNCIL MEETING OF 6/8/2021

PART II

apChkLst
05/26/2021 11:24:24AM

Final Check List
CITY OF SOUTH GATE

Page: 1

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92637	5/27/2021	0012107	CALIFORNIA STATE DISBURSEMIBen285607	5/27/2021	CA STATE DISB. UNIT: PAYMENT	115.38	115.38
		Voucher:					
92638	5/27/2021	00002138	FRANCHISE TAX BOARD Ben285603	5/27/2021	GARNISHMENT - FRANCHISE TA	396.14	396.14
		Voucher:					
92639	5/27/2021	0009920	OCSE CLEARINGHOUSE SDU Ben285605	5/27/2021	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher:					
Sub total for BANK OF THE WEST:							835.52
3 checks in this report.							Grand Total All Checks: 835.52

WARRANT REGISTER FOR COUNCIL MEETING OF 6/8/2021

PART III

apChkLst
05/27/2021 4:48:08PM

Final Check List
CITY OF SOUTH GATE

Page: 1

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		Voucher: 92640						
92641	6/8/2021	00001467	ADMINISTRATIVE SERV. CO-OP	11277	4/30/2021	APR 2021: TESTING TRIPS	165.30	
		Voucher: 92641		11184	3/31/2021	SERVICES FOR DIAL-A-RIDE PR	41,427.39	41,592.69
92642	6/8/2021	00003971	ADMINSURE INC.	14207	5/15/2021	JUN 2021: ADMINISTRATION OF	9,224.00	
		Voucher: 92642		14131	4/15/2021	MAY 2021: ADMINISTRATION OF	9,224.00	18,448.00
92643	6/8/2021	0010065	AFC HYDRAULIC SEALS &	30439	5/6/2021	UNIT#244 NO.8 2RHI-PRESS HO	54.57	
		Voucher: 92643		30957	4/15/2021	1/2 BRASS BALL VALVE NO. 8 2R	78.83	
				31021	5/6/2021	NO. 8 2R HI-PRESS HOSE X 17 A	54.57	187.97
92644	6/8/2021	00004372	AIRGAS USA, LLC	9112224776	4/15/2021	CARBON DIOXIDE FOR POOL	130.77	
		Voucher: 92644		9112829497	5/26/2021	INVENTORY PO/ SAFETY SUPPL	201.71	
				9113149323	6/11/2021	INVENTORY PO/ SAFETY SUPPL	103.34	435.82
92645	6/8/2021	0007802	AIS SPECIALTY PRODUCTS, INC	PSI3661602	9/14/2020	27 GALLONS OF HANISIZE GEL I	1,501.99	
		Voucher: 92645		PSI377428	12/28/2020	9 CASE OF MISC AEROSOL SPR	1,864.05	
				PSI3661601	9/14/2020	28 GALLONS HANISIZE GEL DUE	1,551.59	
				PSI344358	4/14/2020	2- GALLON PLASTIC OUNCER PI	1,253.46	6,171.09
92646	6/8/2021	0011325	ALAN'S LAWN & GARDEN CENTE	1020738	4/27/2021	VEHICLE MAINT REPAIR PARTS	1,134.42	1,134.42
		Voucher: 92646						
92647	6/8/2021	0012986	ALDACO, MANUELA	Ref000284281	4/19/2021	UB REFUND CST #00057558 864	89.90	89.90
		Voucher: 92647						
92648	6/8/2021	00000185	ALL CITY MANAGEMENT SERVICE	70053	4/20/2021	4/04/2021-4/17/2021 SCHOOL CR	129.54	
		Voucher: 92648		70300	5/5/2021	SCHOOL CROSSING GUARD SR	15,739.11	15,868.65
92649	6/8/2021	0011577	ALL PHASE ELECTRIC SUPPLY C	0946-1015319	5/10/2021	INVENTORY PO/ LAMPS	920.01	
		Voucher: 92649		0946-1015480	5/12/2021	INVENTORY PO/ LAMPS	218.30	1,138.31
92650	6/8/2021	00000024	AMERICAN WATER WORKS ASSN	7001872214	11/25/2020	3/1/2021-2/28/2022 UTILITY MEM	3,974.00	3,974.00
		Voucher: 92650						
92651	6/8/2021	00004309	AMERIFLEX	INV406382	5/4/2021	MAY 2021: FSA ADMIN FEE FOR :	194.25	194.25
		Voucher: 92651						
92652	6/8/2021	0007290	APW KNOX-SEEMAN	16395113	4/28/2021	MISC AUTO PARTS & LUBRICAN	128.77	
		Voucher: 92652		16397449	4/28/2021	UNIT# 210 & 660 FUEL PUMP IGN	129.97	258.74
92653	6/8/2021	0012667	ARCHITERRA DESGIN GROUP	28222	4/30/2021	LANDSCAPE ORDINANCE & DES	2,460.00	2,460.00
		Voucher: 92653						
92654	6/8/2021	0012998	ARENAS, JESSE	Ref000284690	4/26/2021	UB REFUND CST #00055900-105	69.43	69.43
		Voucher: 92654						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92655	6/8/2021	00003529 AT&T	960-449-6558-05/2	5/1/2021	BILLING PRD- MAY 2021	235.48	235.48
		Voucher: 92655					
92656	6/8/2021	00003692 AT&T MOBILITY	287288333867X05	5/2/2021	04/03/2021-05/02/2021 NEW ACCO	1,690.08	
		Voucher: 92656	875963643X51620	5/8/2021	04/09/21-5/08/21: MDCS DATA CA	580.87	2,270.95
92657	6/8/2021	0009040 ATLAS BACKFLOW	35131	4/30/2021	BACKFLOW TEST - 10120 MILLEI	120.00	120.00
		Voucher: 92657					
92658	6/8/2021	0010585 AUTOZONE STORES, INC.	5488368061	5/4/2021	2- DL ROTOR UNIT #127	125.66	
		Voucher: 92658	5488359978	4/27/2021	UNIT#413 CONNECTOR, TAILGAT	60.70	
			5488368391	5/4/2021	UNIT#167 COMM HALLOGEN CAI	104.44	
			5488165186		CREDIT FOR RETURNED PART, I	-56.38	
			5488165187		CREDIT FOR RETURNED PART, I	-178.59	
			5488165183		CREDIT FOR RETURNED PART, I	-12.23	
			5488165184		CREDIT FOR RETURNED PART, I	-27.08	
			5488189255	11/2/2021	4-BOSCH OXYGEN SENS SENS	214.99	
			5488295621-RI		RI CK #92536: CREDIT FOR RETU	-147.11	
			5488295625-RI		RI CK #92536: CREDIT FOR RETU	-147.11	
			5488362781	4/29/2021	6-AUTOZONE GREEN AANTIFRE	95.19	32.48
92659	6/8/2021	0009602 AZALEA JOINT VENTURE, LLC	332527	1/1/2020	CY 2020: AZALEA ROOM RENT	1.00	
		Voucher: 92659	441265	1/1/2021	CY 2021: AZALEA ROOM RENT	1.00	2.00
92660	6/8/2021	0010615 BEARCOM	5192358	5/3/2021	MAY 2021: BEARCOM ANNUAL SI	323.48	
		Voucher: 92660	5192369	5/3/2021	MAY 2021: BEARCOM ANNUAL SI	318.81	
			5192372	5/3/2021	MAY 2021: BEARCOM ANNUAL SI	2,270.06	
			5192378	5/3/2021	MAY 2021 BEARCOM ANNUAL SE	175.52	
			5177676	4/1/2021	RENEWAL 7/1/20-6/30/21: TWO W	2,028.70	5,116.57
92661	6/8/2021	0012989 BECERRA, CARLOS	Ref000284284	4/19/2021	UB REFUND CST #00059831-973:	204.28	204.28
		Voucher: 92661					
92662	6/8/2021	0012990 BECERRA, CARLOS	Ref000284285	4/19/2021	UB REFUND CST #00059830 973:	204.28	204.28
		Voucher: 92662					
92663	6/8/2021	0012985 BENITEZ, GEORGE	Ref000284280	4/19/2021	UB REFUND CST #00035530 390:	10.00	10.00
		Voucher: 92663					
92664	6/8/2021	0011929 BENNETT-BOWEN & LIGHTHOUS	3011616	4/23/2021	MINI LED STROBE LIGHT	114.66	
		Voucher: 92664	3011641	4/26/2021	1- SLIMLIGHTER WINSHIELD LIG	439.90	554.56
92665	6/8/2021	0009876 BIGGS CARDOSA	80983	4/19/2021	1/1/21-2/28/21 DESIGN OF THE S	23,134.25	23,134.25
		Voucher: 92665					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92666	6/8/2021	0008396 BLUE DIAMOND MATERIALS	2192698	5/10/2021	ASPHALT COLD MIX	308.70	308.70
		Voucher: 92666					
92667	6/8/2021	00002469 BOB BARKER COMPANY	INV1616873	5/13/2021	JAIL SUPPLIES-PILLOW PAWS FC	182.90	
		Voucher: 92667	INV1616267	5/12/2021	JAIL SUPPLIES-TOOTHPASTE,	129.74	312.64
92668	6/8/2021	0012866 BRANDON INDUSTRIES, INC.	2002822-IN	4/29/2021	WALKWAY POLES (REPLACEMEI	4,143.00	4,143.00
		Voucher: 92668					
92669	6/8/2021	0012885 CANON FINANCIAL SERVICES, IN26474261		3/28/2021	2/17/21-3/16/2021 CANON SERVIK	1,558.72	1,558.72
		Voucher: 92669					
92670	6/8/2021	0005328 CAPRCBM	2021-2022	5/24/2021	JULY 1, 2021-JUNE 30, 2022 PARI	250.00	250.00
		Voucher: 92670					
92671	6/8/2021	00000898 CENTRAL BASIN MUNI WATER DISG-APR21		5/13/2021	APRIL 2021- WATER USAGE- CB	16,669.41	16,669.41
		Voucher: 92671					
92672	6/8/2021	0006239 CENTRAL FORD	371408	4/23/2021	UNIT#197 HOSE	87.14	
		Voucher: 92672	371909	5/3/2021	UNIT#408 MODULE	337.86	
			372119	5/6/2021	UNIT#156 FMC VC13 ANTI-F AND	186.74	611.74
92673	6/8/2021	00005090 CITY OF PARAMOUNT	0004608	5/1/2021	OCT-DEC 2020: SHARED MNTE C	340.88	340.88
		Voucher: 92673					
92674	6/8/2021	0012842 CLASS TELECOM LLC	Ref000284693	4/28/2021	UB REFUND CST #00056296-572I	35.00	35.00
		Voucher: 92674					
92675	6/8/2021	0011708 CLIENTFIRST TECHNOLOGY	12531	4/1/2021	APRIL 2021 ASSISTANCE WITH R	5,245.00	5,245.00
		Voucher: 92675					
92676	6/8/2021	0012713 CMR: DE LA PAZ, JOSE	APRIL/MAY 2021	5/11/2021	APRIL 6 & MAY 4 2021 - PLANNIN	250.00	250.00
		Voucher: 92676					
92677	6/8/2021	0008971 CMR: DELGADO, JOSE G.	APRIL/MAY2021	5/11/2021	APRIL 6 & MAY 4 2021 - PLANNIN	250.00	250.00
		Voucher: 92677					
92678	6/8/2021	0010997 CMR: INZUNZA, FABIOLA	APRIL/MAY 2021	5/11/2021	APRIL 6 & MAY 4 2021 - PLANNIN	250.00	250.00
		Voucher: 92678					
92679	6/8/2021	0010131 CMR: PEREZ, JENNY	MAY 2021	5/11/2021	MAY 4 2021 - PLANNING COMMIE	125.00	125.00
		Voucher: 92679					
92680	6/8/2021	0012710 CMR:SEPULVEDA SOTO, DIEGO	APRIL/MAY 2021	5/11/2021	APRIL 6 & MAY 4 2021 - PLANNIN	250.00	250.00
		Voucher: 92680					
92681	6/8/2021	00000311 COASTLINE EQUIPMENT	796133	4/29/2021	ALTERNATOR FOR JOHN DEERE	707.84	
		Voucher: 92681	780926	3/10/2021	REPLACEMENT PARTS UNIT#40:	2,552.09	
			794597	4/26/2021	REPAIRS TO JOHN DEERE EQUII	97.16	3,357.09

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92682	6/8/2021	0011922	CONCENTRA MEDICAL CENTERS	571105369	4/21/2021	4/14/21-4/18/21 MEDICAL SERVIC	571.00
	Voucher:	92682		71263794	5/5/2021	4/29/21: MEDICAL SERVICES PR	71.50
				71037095	4/7/2021	4/7/21 MEDICAL SERVICES FOR	83.00
				71182914	5/5/2021	4/21/21-4/23/21 MEDICAL SERVIC	412.00
				70529556	4/27/2021	2/19/21 MEDICAL SERVICES FOF	83.00
				71185153	4/28/2021	4-26-21 MEDICAL SERVICES FOF	104.00
				71265251	5/5/2021	MEDICAL SERVICES FOR PD - D	83.00
							1,407.50
92683	6/8/2021	00005110	COUNTY OF L.A. DEPT OF PW	RE-PW-21041205	4/12/2021	THRU MAR 2021: TS MAINT DDG	382.10
	Voucher:	92683		RE-PW-21030804	3/8/2021	PLACING SIGNLON FLASH/GARF	3,318.98
							3,701.08
92684	6/8/2021	00000612	CSI FORENSIC SUPPLY	3196	5/10/2021	SUPPLIES FOR PROPERTY ROO	1,061.28
	Voucher:	92684					1,061.28
92685	6/8/2021	0012904	D.R. SHUFF, DR. HYDRAULICS, IN	2159	3/4/2021	3/22/21: SAFETY INSPECTION AN	925.00
	Voucher:	92685					925.00
92686	6/8/2021	00001423	DAILY JOURNAL CORPORATION	B3457540	4/8/2021	ORDANCE PUBLICATION: ORDAI	95.00
	Voucher:	92686		B3467260	5/6/2021	NOTICE OF HEARING:PH CITY'S	150.00
				B3468640	5/14/2021	5/13/21: ORDIANCE 2021-05-CC F	110.00
				B3466610	5/6/2021	GPN GOVT PUBLIC NOTICE. RE	595.00
				B3467844	5/6/2021	NOTICE OF HEARING:LEVY & AS	235.00
				B3466628	5/6/2021	NOTICE OF HEARING: PH STREE	150.00
				B3466038	5/5/2021	NOTICE OF HEARING: FY 2019/2	1,800.00
				B3457538	4/8/2021	ORDANCE PUBLICATION: ORDAI	130.00
				B3457543	4/8/2021	ORDANCE PUBLICATION: ORDAI	100.00
							3,365.00
92687	6/8/2021	00001565	DEPT OF JUSTICE-(DOJ) CENTR	4509238	5/6/2021	APRIL 2021 - FINGERPRINT APP	132.00
	Voucher:	92687					132.00
92688	6/8/2021	0011970	E.C. CONSTRUCTION CO.	02	4/12/2021	CONSTRUCTION OF THE SOUTH	107,850.16
	Voucher:	92688					107,850.16
92689	6/8/2021	0011925	EMP: RODRIGUEZ, JESUS	5/18/21 PAPA	5/18/2021	3/10, 3/30, 4/21, 4/29: REIMB - ZO	180.00
	Voucher:	92689					180.00
92690	6/8/2021	0009411	ENGINEERING RESOURCES OF	56874	5/10/2021	4/30/2021 PRO SERVICES FOR C	1,200.00
	Voucher:	92690		56787	4/13/2021	3/31/21PROFESSIONAL SERVICE	2,328.00
							3,528.00
92691	6/8/2021	00001917	ENTENMANN - ROVIN CO.	0158258-IN	5/3/2021	EMPLOYEE RETIREMENT RECO	125.14
	Voucher:	92691					125.14
92692	6/8/2021	0008184	EVIDENT CRIME SCENE PRODU	179612A	4/28/2021	SUPPLIES FOR JAIL- INK TOWEL	134.26
	Voucher:	92692					134.26

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92693	6/8/2021	00000619 FALCON FUELS, INC.	34695	4/30/2021	REGULAR UNLEADED FUEL & S/	28,157.43	28,157.43
		Voucher: 92693					
92694	6/8/2021	00002026 FEDERAL EXPRESS CORPORATI	7-340-83516	4/15/2021	FEDEX STANDARD OVERNIGHT	12.08	
		Voucher: 92694	7-363-75233	5/7/2021	FEDEX STANDARD OVERNIGHT	8.54	20.62
92695	6/8/2021	00003770 FLEMING ENVIRONMENTAL INC.	17364	5/6/2021	5/3/21: SERVICE CALL TO TROU	900.00	900.00
		Voucher: 92695					
92696	6/8/2021	0010697 FOCUS CAMERA LLC	11694879	3/22/2021	DIGITAL CAMERAS W/CASES AN	1,102.39	1,102.39
		Voucher: 92696					
92697	6/8/2021	0012760 Foothill COMMUNICATIONS, IN	INV5211	3/8/2021	REPLACED NMO ANTENNA MOU	222.42	222.42
		Voucher: 92697					
92698	6/8/2021	0008331 FORENSIC NURSE RESPONSE T	04-21-21	5/1/2021	APRIL 2021 SART EXAMS (3)	3,180.00	3,180.00
		Voucher: 92698					
92699	6/8/2021	0006579 FORENSIC NURSE SPECIALISTS	4757	5/3/2021	APRIL SART EXAM #2103233	800.00	800.00
		Voucher: 92699					
92700	6/8/2021	0013001 FRAGOSO, FRANCISCO	Ref000284694	4/28/2021	UB REFUND CST #00060702-100	71.77	71.77
		Voucher: 92700					
92701	6/8/2021	0013015 FRANCO, KARLA	Ref000284958	5/10/2021	UB REFUND CST #00060494-322	22.60	22.60
		Voucher: 92701					
92702	6/8/2021	0010354 FRITTS FORD	F00259	5/10/2021	2021 F550 4X2 PICK-UP W/ SCEL	58,399.40	58,399.40
		Voucher: 92702					
92703	6/8/2021	0010237 FRONTIER COMMUNICATIONS	209-057-1084-051	5/1/2021	BILLING PRD- 05/01/21 -06/31/21	54.58	54.58
		Voucher: 92703					
92704	6/8/2021	0013025 FUENTES, JOSE	Ref000284969	4/8/2021	UB REFUND CST #00060276-844	158.16	158.16
		Voucher: 92704					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92705	6/8/2021	00004934 GAS COMPANY	102 000 8100 7 05	5/13/2021	BILLING PRD-34/12/21 -05/11/21	169.41	
	Voucher:	92705	113 798 0326 7 05	3/30/2021	BILLING PRD-4/01/21 -05/01/21	5,359.46	
			189 300 9500 752	5/27/2021	BILLING PRD- 04/16/21 -05/17/21	1,396.61	
			045 400 7300 6 05	5/14/2021	BILLING PRD- 04/13/21 -05/12/21	21.50	
			130 500 9400 5 05	5/13/2021	BILLING PRD- 04/12/21 -05/11/21	134.94	
			134 700 9400 7 05	5/13/2021	BILLING PRD- 04/12/21 -05/11/21	99.03	
			189 300 9500 05/2	5/19/2021	BILLING PRD- 04/21/21 -05/20/21	20.09	
			126 300 9600 1 05	5/27/2021	BILLING PRD- 04/13/21 -05/12/21	18.61	
			049 200 7902 9 05	5/17/2021	BILLING PRD- 04/14/21 -05/13/21	54.60	
			115 800 9600 3 05	5/14/2021	BILLING PRD- 04/13/21 -05/12/21	2,164.88	
			132 600 9400 1 05	5/13/2021	BILLING PRD-04/12/21 -05/11/21	38.72	
			013 900 7300 3 05	5/14/2021	BILLING PRD- 04/13/21 -05/12/21	1,464.83	
			186 100 7200 3 05	5/14/2021	BILLING PRD- 04/13/21 -04/12/21	487.55	
			094 300 7500 3 05	5/14/2021	BILLING PRD- 04/13/21 -05/12/21	1,500.25	12,930.48
92706	6/8/2021	0012666 GENERAL ALARM SERVICES, INC	126035	5/1/2021	MAY 2021: BURGLAR AND FIRE A	75.00	75.00
	Voucher:	92706					
92707	6/8/2021	00002304 GENERAL PUMP COMPANY	28518	3/22/2021	WELL NO. 19 PUMP REPLACEME	108,775.00	108,775.00
	Voucher:	92707					
92708	6/8/2021	0010016 GLOBAL PARATRANSIT INC.	112021-10	5/10/2021	APR 2021: FIXED ROUTE (GATE)	48,948.46	48,948.46
	Voucher:	92708					
92709	6/8/2021	00004869 GOLDEN STATE WATER COMPAN	33744100000 06/2	5/17/2021	BILLING PRD- 03/02/21 - 04/02/21	170.72	
	Voucher:	92709	33744100000 05/2	5/17/2021	BILLING PRD- 04/02/21 - 05/04/21	207.95	
			53744100008 05/2	5/5/2021	BILLING PRD- 04/02/21 - 05/04/21	227.04	
			63744100007 05/2	5/5/2021	BILLING PRD- 04/02/21 - 05/04/21	698.52	
			73744100006 05/2	5/26/2021	BILLING PRD- 04/08/21 - 05/04/21	252.41	
			32809400008 05/2	5/5/2021	BILLING PRD- 04/02/21 - 05/04/21	44.59	
			29007447310 05/2	5/6/2021	BILLING PRD- 04/5/21 - 05/05/21	74.90	1,676.13
92710	6/8/2021	0013023 GOMEZ, CARMINA	Ref000284967	4/8/2021	UB REFUND CST #00058064-487:	126.36	126.36
	Voucher:	92710					
92711	6/8/2021	0013024 GONZALEZ, ADRIANA	Ref000284968	4/8/2021	UB REFUND CST #00063156-842	144.32	144.32
	Voucher:	92711					
92712	6/8/2021	0008109 GOODIE'S UNIFORM	2021-31407	5/18/2021	UNIFORM AND ACCESSORIES FI	629.51	
	Voucher:	92712	2021-33043	5/12/2021	EQUIPMENT FOR NEW HIRES (3	947.87	1,577.38

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92713	6/8/2021	00002890 GRAINGER	9868925554	4/14/2021	REAR VIEW CAMERA SYSTEM, 1	319.37	
	Voucher:	92713	9825560668-RI		RI CK #92536:CREDIT FOR RETU	-172.83	
			9845922609-RI		RI CK #92536:CREDIT FOR RETU	-51.83	
			9852795013-RI	3/30/2021	RI CK #92536: SOLENOID VALVE	559.43	
			9859670276-RI	4/6/2021	RI CK #92536: 1- REAR VIEW CAI	319.37	
			9837937987-RI	3/16/2021	RI CK #92536: ENGRAVER PEN	105.17	
			9831674008-RI	3/10/2021	RI CK #92536:COUPLING & HOSE	51.83	1,130.51
92714	6/8/2021	00002524 GREEN'S CLEANERS	531437	4/30/2021	APR 2021 JAIL CLEANING OF BL	1,303.80	1,303.80
	Voucher:	92714					
92715	6/8/2021	00002577 HACH COMPANY	12397569	4/5/2021	CHLORINE RE-AGENT FOR RESI	1,811.58	1,811.58
	Voucher:	92715					
92716	6/8/2021	0011526 HASA, INC.	744743	4/29/2021	MULTI-CHLOR	739.78	
	Voucher:	92716	743666	4/23/2021	MULTI-CHLOR	538.02	
			743664	4/23/2021	MULTI-CHLOR	403.52	
			739310	4/2/2021	MULTI-CHLOR	672.75	
			748087	5/13/2021	MULTI-CHLOR	586.53	
			743665	4/23/2021	MULTI-CHLOR	538.02	
			748086	5/13/2021	MULTI-CHLOR	329.54	3,808.16
92717	6/8/2021	00001522 HD SUPPLY WHITE CAP	50015726809	5/5/2021	STREET LIGHT CIRCUIT REPAIR	1,704.44	1,704.44
	Voucher:	92717					
92718	6/8/2021	0008788 HELPLINE YOUTH COUNSELING	32382	7/29/2020	1ST QUARTER (JULY, AUG, & SEI	3,248.30	
	Voucher:	92718	MJ2XMX1H43	10/16/2020	2ND QUARTER (OCT, NOV, & DEI	2,548.04	
			32910	1/6/2021	3RD QUARTER RENTAL & UTILIT	25,932.39	
			32616	10/1/2020	2ND QUARTER RENTAL & UTILIT	50,031.76	
			32301	7/15/2020	1 QUARTER RENTAL & UTILITY A	13,037.58	94,798.07

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
92719	6/8/2021	00000268	HOME DEPOT CREDIT SERVICES2373366	4/20/2021	SANDER AND VACUUM	295.83		
	Voucher:	92719	1222580		CREDIT FOR RETURNED PART, I	-141.91		
			3373434	4/29/2021	SUPPLIES FOR RUBBERIZED SL	60.84		
			6341444	5/6/2021	WORK ORDER #817175 SENIOR	142.93		
			8033101	5/4/2021	TWEEDY MILE PAINT PROJECT	593.12		
			5341528	5/17/2021	CHEMICAL SPRAYER & LIGHTBU	23.29		
			8203359	2/13/2021	MOPS FOR STREET MAINTENAN	28.53		
			4351518	1/28/2021	FLOOD LIGHT	64.90		
			9341424	5/3/2021	MAINT SUPPLIES FOR HOLLYDA	122.48		
			8373492	5/4/2021	CLEANING SUPPLIES FOR SPOF	272.53		
			9341423	5/3/2021	MAINT SUPPLIES FOR HOLLYDA	142.02		
			6030931	3/27/2021	TOOLS FOR SEWER CONSTRUC	331.67	1,936.23	
92720	6/8/2021	00000647	HONEYWELL INTERNATIONAL IN:5255919594	5/1/2021	JUN 2021: 3RD YR OF 3 YR ANNL	8,540.00	8,540.00	
	Voucher:	92720						
92721	6/8/2021	0008948	HOUSTON ENGINEERING, INC. 0052058	1/21/2021	SOFTWARE SUBSCRIPTION ANC	2,700.00	2,700.00	
	Voucher:	92721						
92722	6/8/2021	00004578	INTERWEST CONSULTING GROU66282	2/3/2021	1/1/19-2/3/21: AS-NEEDED CIP SE	3,552.50	3,552.50	
	Voucher:	92722						
92723	6/8/2021	0005586	JOE A. GONSALVES & SONS 159041	5/15/2021	JUN 2021: LEGISLATIVE ADVOC/	2,500.00	2,500.00	
	Voucher:	92723						
92724	6/8/2021	00000430	JOHN L. HUNTER AND ASSOCIATSG1W12103	5/4/2021	MAR 2021: PROFESSIONAL SER'	11,648.75		
	Voucher:	92724	SG1MS412103	5/4/2021	MAR 2021:MANAGEMENT SERVI'	3,755.00		
			SGIW0819B	10/17/2019	AUG 2019: PROFESSIONAL SER'	3,087.50		
			SG1MS412101	3/31/2021	JAN 2021 MANAG SERVICES NA	3,998.75		
			SGIW0819A	10/17/2019	AUG 2019 PRO SERVICES FOR II	5,681.25	28,171.25	
92725	6/8/2021	0013027	JONATHAN PEREZ	4/24/21 WORKSH	5/13/2021	4/24/21: FREE FORM DRAWING v	125.00	125.00
	Voucher:	92725						
92726	6/8/2021	0013000	KALLINI, RAFAAT	Ref000284692	4/26/2021	UB REFUND CST #00063380-105:	204.28	204.28
	Voucher:	92726						
92727	6/8/2021	0012510	KILEY & ASSOCIATES, LLC	SG 200503	5/3/2021	APRIL 2021 FEDERAL LEGISLATI	3,333.33	3,333.33
	Voucher:	92727						
92728	6/8/2021	0012763	KIMLEY-HORN AND ASSOCIATES 17945871R	11/30/2021	NOV 30 2020 PRO SERVICES FO	5,600.00		
	Voucher:	92728	18322070	1/31/2021	JAN 2021 PRO SERVICES FOR T	6,160.00	11,760.00	
92729	6/8/2021	00003387	KNORR SYSTEMS, INC.	SI213201	6/24/2019	PULSAR BRIQUETTES FOR POO	1,455.30	1,455.30
	Voucher:	92729						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92730	6/8/2021	0007294 KOA CORPORATION	JC16070-1	5/3/2021	3/29/21-5/2/21: AS NEEDED PROF	500.00	500.00
		Voucher: 92730					
92731	6/8/2021	0012590 LA TRUCK & AUTO INC, NAPA AU	5156-190346	4/20/2021	SEAL CRIM RING TER, CRIMP FE	89.66	89.66
		Voucher: 92731					
92732	6/8/2021	0013003 LEVANO, ELVIS	Ref000284696	4/28/2021	UB REFUND CST #00063370-313	136.91	136.91
		Voucher: 92732					
92733	6/8/2021	00004384 LIEN ON ME, INC.	10332345	5/14/2021	MEDICAL REVIEW FOR KT CLAIM	149.68	149.68
		Voucher: 92733					
92734	6/8/2021	00003793 LONG BEACH BMW MOTORCYCL	40139	4/19/2021	2016 BMW 1 TIRE REAR AND BA	825.17	825.17
		Voucher: 92734					
92735	6/8/2021	0013017 LUNA, GUSTAVO	Ref000284960	5/10/2021	UB REFUND CST #00058250-496	148.53	148.53
		Voucher: 92735					
92736	6/8/2021	0013016 MAGALLON, GUSTAVO	Ref000284959	5/10/2021	UB REFUND CST #00060196-817	105.64	105.64
		Voucher: 92736					
92737	6/8/2021	0012870 MARIELENA BIBRIESCA DE AREL	4/21/21-5/17/21	5/17/2021	4/21/21-5/17/21: STEP AEROBICS	450.00	
		Voucher: 92737	SPRING 2021	4/20/2021	SPRING 20/21 PAYMENT FOR CL	600.00	1,050.00
92738	6/8/2021	00004060 MCMASTER-CARR SUPPLY CO	57093366	4/22/2021	1-PANEL MOUNT AND 2- CORRO	152.87	
		Voucher: 92738	58132907	5/11/2021	UNIT#618, 619 POLYPROPYLENE	121.34	274.21
92739	6/8/2021	0011575 MERCHANTS BUILDING	626669	4/30/2021	APR 2021: MBM ANNUAL JANITO	19,257.44	
		Voucher: 92739	626668	4/30/2021	APR 2021: MBM ANNUAL JANITO	6,888.00	26,145.44
92740	6/8/2021	0008734 METRO EXPRESSLANES	1202021359254	5/12/2021	TOLL CHARGES	4.30	4.30
		Voucher: 92740					
92741	6/8/2021	00003815 MICHELSON LABORATORIES, INC	0603962	5/5/2021	APR 2021: HETEROTROPIC PLA	1,137.50	
		Voucher: 92741	0601818	4/5/2021	MARCH 2021 MONTHLY BILLING-	971.25	2,108.75
92742	6/8/2021	0011448 MNS ENGINEERS, INC.	77317	2/24/2021	JAN 2021 PROFESSIONAL SERV	34,504.25	34,504.25
		Voucher: 92742					
92743	6/8/2021	0007720 MRI SOFTWARE, LLC.	US-INV1184391	5/4/2021	03/20/21-04/19/21 - IVR PHONE C	6.04	6.04
		Voucher: 92743					
92744	6/8/2021	0008506 MUNITEMPS	129950	4/30/2021	04/13/21-04/23/21 - PW PROJECT	5,600.00	
		Voucher: 92744	129945	4/16/2021	03/30/21-04/09/21 - PW PROJECT	5,600.00	11,200.00
92745	6/8/2021	0010683 NEW CHEF FASHION, INC.	1005532	4/27/2021	REPLACEMENT UNIFORM POLC	104.72	
		Voucher: 92745	1005531	4/27/2021	REPLACEMENT UNIFORM POLC	104.72	
			1005530	4/27/2021	REPLACEMENT UNIFORM POLC	104.72	
			1005754	4/30/2021	REPLACEMENT UNIFORM POLC	110.23	424.39

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92746	6/8/2021	0011725 NEXTECH SYSTEMS, INC.	INV679	4/29/2021	NEXTECH SYSTEMS GE COUNTI	1,212.75	1,212.75
	Voucher:	92746					
92747	6/8/2021	0012501 NORWALK WASTEWATER EQUIP	255461	4/15/2021	STOCK DECHLORINATION TABLI	4,760.49	4,760.49
	Voucher:	92747					
92748	6/8/2021	0012202 NUMA NETWORKS	28773	4/1/2021	YEAR2 - OFFSITE BACKUPS	2,000.00	2,000.00
	Voucher:	92748					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92750	6/8/2021	00001414 OFFICE DEPOT	163939741001	4/13/2021	OFFICE SUPPLIES & MOUSE PAI	47.33	
	Voucher:	92750	168451734001	4/16/2021	DESK FOR SENIOR CENTER (LU	197.56	
			169285567001	4/22/2021	OFFICE SUPPLIES	85.39	
			166240257001	4/8/2021	OFFICE SUPPLIES	185.18	
			166257144001	4/8/2021	OFFICE SUPPLIES	99.75	
			166371705001	4/8/2021	TONER	121.26	
			166373036001	4/8/2021	TONER	121.26	
			169306814001	4/20/2021	RECYCLING BIN	111.54	
			169165978002	4/29/2021	OFFICE SUPPLIES	4.85	
			169165978001	4/22/2021	OFFICE SUPPLIES	55.24	
			169167171001	4/26/2021	FLASH DRIVES	132.29	
			171706154001		CREDIT FOR RETURNED PARTS	-330.64	
			164781736001		CREDIT FOR RETURNED PARTS	-18.62	
			168612117001	4/15/2021	FLASH DRIVES	49.60	
			168612118001	4/14/2021	OFFICE SUPPLIES	9.14	
			168646816002	4/19/2021	OFFICE SUPPLIES	132.13	
			166118610001	4/1/2021	OFFICE SUPPLIES, STAPLER & E	186.14	
			166129619001	4/6/2021	TONER	394.25	
			166165352001	4/5/2021	FLASH DRIVES	49.60	
			166163489001	4/6/2021	OFFICE SUPPLIES, CACULATOR	58.95	
			166164671001	4/6/2021	8 STORAGE BINS	33.06	
			168594027001	4/13/2021	OFFICE SUPPLIES	96.02	
			168594027002	4/14/2021	OFFICE SUPPLIES	31.13	
			168594027003	4/15/2021	OFFICE SUPPLIES	12.34	
			168612116001	4/13/2021	DESK PAD	6.89	
			168216870001	4/13/2021	PRINTERSTAND	200.09	
			169161589001	4/26/2021	PORTABLE HARD DRIVE	84.33	
			169163521001	4/22/2021	OFFICE SUPPLIES	6.45	
			163499836001	4/8/2021	OFFICE SUPPLIES	69.61	
			168229599001	4/13/2021	OFFICE SUPPLIES, COPY PAPEF	412.51	
			168240434001	4/13/2021	SQUEEGEE	5.06	
			162077261001	4/6/2021	OFFICE SUPPLIES	159.96	
			162619974001	4/7/2021	OFFICE SUPPLIES	20.90	
			162619974002	4/8/2021	OFFICE SUPPLIES	20.44	
			162619996001	4/6/2021	OFFICE SUPPLIES	13.77	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			160915676001	4/6/2021	FLASH DRIVES	49.60	
			160975169001	4/6/2021	OFFICE SUPPLIES	68.30	
			169167172001	4/23/2021	WIRELESS KEYBOARD	56.22	
			170676417001	4/27/2021	MAGNETIC DRY-ERASE WHITBO	101.87	
			170694095001	4/27/2021	OFFICE SUPPLIES	38.89	
			170696430001	4/24/2021	OFFICE SUPPLIES	28.39	
			168348062001	4/15/2021	OFFICE SUPPLIES & ELECTRIC S	55.54	
			169225743001	4/21/2021	HEADPHONES	21.94	
			169225998001	4/20/2021	OFFICE SUPPLIES	65.48	
			165495672001	4/2/2021	FLASH DRIVES	152.44	
			165495839001	4/1/2021	OFFICE SUPPLIES	45.25	
			165863036001	4/5/2021	OFFICE SUPPLIES	28.95	
			168624651001	4/14/2021	15 NON-CONTACT INFRARED FC	495.96	
			168910852001	4/27/2021	15 NON-CONTACT INFRARED FC	39.24	
			170438961001	4/27/2021	OFFICE SUPPLIES	20.43	
			170461918001	4/27/2021	OFFICE SUPPLIES	8.48	
			166281206001	4/15/2021	OFFICE SUPPLIES & TONER	1,404.43	
			168646816001	4/15/2021	TONER	349.38	
			170936197001	4/27/2021	OFFICE SUPPLIES	89.94	
			168970434001	4/22/2021	UPS BATTERY BACKUP	185.19	6,170.68
92751	6/8/2021	0007984 O'REILLY AUTO PARTS	3063-404327	4/28/2021	UNIT#357 LED LIGHT	29.97	
	Voucher:	92751	3063-403915	4/26/2021	UNIT#446 CLUTH ASSY	112.65	
			3063-404272	4/28/2021	UNIT# 210 F/P STRAIN PICK UP	95.97	
			3063-404291	4/28/2021	UNIT#408 MULTI SOCK	8.57	
			3063-404121	4/27/2021	UNIT#446 WINDOW HANDLE	10.86	
			3063-404251	4/28/2021	UNIT#408 2008 FORD SUPER DU	109.06	
			3063-387646	1/19/2021	KUBOTA MOWER FILTERS	85.80	
			3063-371629	10/6/2020	EQUIPMENT PARTS	237.29	690.17
92752	6/8/2021	0013021 ORTEGA BAEZ, LETICIA	Ref000284965	4/8/2021	UB REFUND CST #00061552-104	33.01	33.01
	Voucher:	92752					
92753	6/8/2021	0012516 ORTIZ ENTERPRISES, INC	OEI NO. 013	4/20/2021	3/21/21-4/20/21 CONSTRUCTION	214,994.50	214,994.50
	Voucher:	92753					
92754	6/8/2021	0013022 PALACIOS, JESSICA	Ref000284966	4/8/2021	UB REFUND CST #00057561-340	93.98	93.98
	Voucher:	92754					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92755	6/8/2021	00002769 PARIS LASER PRINTER REPAIR	27707	5/14/2021	PARTS: PRINTER MAINTENANCE	294.40	294.40
		Voucher: 92755					
92756	6/8/2021	00002335 PITNEY BOWES	3104655733	3/26/2021	01/30/21-4/29/2021: POSTAGE MA	1,341.92	
		Voucher: 92756	1017872377	5/7/2021	KIT PRINT HEAD RED FLORESCI	26.99	1,368.91
92757	6/8/2021	0011257 PK: GUILMETTE, ROBERT	SPRING 2021	4/20/2021	SPRING 20/21 PAYMENT FOR CL	810.00	
		Voucher: 92757	4/21/21-5/17/21	5/17/2021	4/21/21-5/17/21: YOGA	720.00	1,530.00
92758	6/8/2021	0013002 PLASCENCIA, MARITZA	Ref000284695	4/28/2021	UB REFUND CST #00061582-103	101.19	101.19
		Voucher: 92758					
92759	6/8/2021	0005405 POLLARDWATER.COM	0188531	4/12/2021	WATER PIPE CRIMPING TOOL	903.82	903.82
		Voucher: 92759					
92760	6/8/2021	0005368 PRINTCO DIRECT	83561	5/3/2021	PRINTS-W.SANTA ANA BRANCH	132.30	
		Voucher: 92760	83492	4/6/2021	PRINTS-TRAFFIC SIGNAL, ATLAN	134.28	266.58
92761	6/8/2021	00000168 QUETEL CORP.	I-QT000217	4/30/2021	SATO PRINTER KIT FOR PROPEI	255.50	255.50
		Voucher: 92761					
92762	6/8/2021	0012988 QUINTANA, MELISSA	Ref000284283	4/19/2021	UB REFUND CST #00061412- 895	137.76	137.76
		Voucher: 92762					
92763	6/8/2021	00000416 RAPID-O-PRINT	22783	4/26/2021	1,000 MAGNETS WITH CITY PHO	606.38	606.38
		Voucher: 92763					
92764	6/8/2021	00003963 RESOURCE BUILDING MATERIAL	3104679	5/4/2021	INVENTORY PO/ REDI MIX CONF	529.46	529.46
		Voucher: 92764					
92765	6/8/2021	0011881 RICHARD C. SLADE & ASSOCIAT	5867	4/1/2021	CONTRACTED AS-NEEDED SRVI	1,150.05	1,150.05
		Voucher: 92765					
92766	6/8/2021	0007637 RSG, INC	I007316	4/30/2021	APR 2021: HOUSING DIVISION EI	7,730.00	
		Voucher: 92766	I007295	4/30/2021	APR 2021: 2020-21 SUCCESSOR	3,097.50	
			I007307	4/30/2021	APR 2021: GENERAL HOUSING F	120.00	
			I007300	4/30/2021	APR 2021: HABITAT PROJECT- LK	1,616.25	12,563.75
92767	6/8/2021	00004821 S & J SUPPLY COMPANY, INC.	S100170244.001	3/9/2021	ARMORCAST WATER METER BC	768.97	
		Voucher: 92767	S100173175.001	4/29/2021	BRASS PARTS FOR WATER INST	540.65	1,309.62
92768	6/8/2021	0010999 SAFNA ENGINEERING	10254	4/14/2021	SAFNA AMENDMENT NO. 4 FOR	21,896.00	21,896.00
		Voucher: 92768					
92769	6/8/2021	0012983 SALGADO, ADRIAN	Ref000284279	10/29/2020	UB REFUND CST #00059784-105	52.31	52.31
		Voucher: 92769					
92770	6/8/2021	00000322 SAM'S CLUB	000766-2021	5/26/2021	INVENTORY PO/ CUPS	135.96	135.96
		Voucher: 92770					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92771	6/8/2021	0012987 SANCHEZ JIMENEZ, ASARIAS	Ref000284282	4/19/2021	UB REFUND CST #00057850 8820	102.25	102.25
		Voucher: 92771					
92772	6/8/2021	0012999 SANTOS, OMAR	Ref000284691	4/26/2021	UB REFUND CST #00063372-9200	140.88	140.88
		Voucher: 92772					
92773	6/8/2021	00004834 SECURITY SIGNAL DEVICES SYSR-00275391		3/9/2021	4/1/21-6/30/21: FISCAL YEAR 2021	6,442.72	6,442.72
		Voucher: 92773					
92774	6/8/2021	0007073 SERGIO'S AUTO UPHOLSTERY	2280	5/4/2021	REPAIR D/S SEAT NEW FOAM C	250.00	250.00
		Voucher: 92774					
92775	6/8/2021	0010126 SFG RETIREMENT PLAN	545	4/1/2021	1ST QUARTER 2021 ADVISORY F	7,500.00	7,500.00
		Voucher: 92775					
92776	6/8/2021	00002616 SHRED-IT US JV LLC	818196038	4/30/2021	APR 2021: SHREDDING OF DOCI	82.44	82.44
		Voucher: 92776					
92777	6/8/2021	00004857 SMITH FASTENER COMPANY	0032599	4/21/2021	HEX CAP SCREWS DIFFERENT S	76.97	
		Voucher: 92777	0031524	2/24/2021	RESTOCK OF AUTOMOBILE PAR	139.90	
			0031527	4/13/2021	RESTOCK OF AUTOMOBILE PAR	65.27	
			0032600	4/21/2021	RESTOCK OF AUTOMOBILE PAR	170.92	
			0032676	4/26/2021	RESTOCK OF AUTOMOBILE PAR	40.65	
			0032853	5/5/2021	FIRESTONE ST LIGHT HANDHOL	110.71	604.42
92778	6/8/2021	0012098 SO CAL COMPTON PIPE SUPPLY	2067	4/13/2021	CORP STOPS FOR WATER REPA	264.96	
		Voucher: 92778	2101	5/4/2021	HYDRANT EXT FOR WATER DIV	102.68	
			2113	5/5/2021	BRASS PARTS FOR WATER REP	261.39	629.03
92779	6/8/2021	00005096 SOUTH COAST A.Q.M.D.	3809623	4/16/2021	JUL 2020 - JUN 2021: AQMD FEE.	137.63	
		Voucher: 92779	3808339	4/16/2021	JUL 2020 - JUN 2021: AQMD FEE.	137.63	275.26
92780	6/8/2021	0012750 SOUTHERN CALIFORNIA NEWS	C0000510513	4/30/2021	APR 2021: PUBLIC NOTICE - COE	1,315.60	1,315.60
		Voucher: 92780					
92781	6/8/2021	0012980 SPECTRUM	108308401050121	5/1/2021	MAY 2021: FIBER OPTICS FOR P	945.21	945.21
		Voucher: 92781					
92782	6/8/2021	00004004 SPICERS PAPER, INC.	2653657	5/4/2021	INVENTORY PO/ COPY PAPER	2,951.17	2,951.17
		Voucher: 92782					
92783	6/8/2021	0012993 SPORTS FACILITIES GROUP, INC	A13950	4/28/2021	2-DRAG MATS, 8-DIGOUT TOOLS	520.73	520.73
		Voucher: 92783					
92784	6/8/2021	00004897 ST FRANCIS MED CT	10332345	5/14/2021	W. QUINONEZ SILERIO CLAIM02:	583.98	
		Voucher: 92784	10332071	4/13/2021	C.CONDE, CLAIM 022421CC	144.83	728.81
92785	6/8/2021	0005979 STATE OF CALIFORNIA	20010550	5/18/2020	APR 2020: RECONSTRUCTION O	5,591.00	5,591.00
		Voucher: 92785					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92786	6/8/2021	00004908 STATUS ONE MEDICAL INC	61975	4/21/2021	FIRST AID SUPPLIES	111.74	111.74
		Voucher: 92786					
92787	6/8/2021	0008773 STOTZ EQUIPMENT	P38102	5/11/2021	REPLACEMENT PARTS	1,532.44	1,532.44
		Voucher: 92787					
92788	6/8/2021	0012517 T.Y. LIN INTERNATIONAL	102103275	3/24/2021	FEB 2021: CONSTRUCTION MAN	31,292.48	
		Voucher: 92788	102103043	3/5/2021	JAN 2021: CONSTRUCTION MAN	32,431.77	63,724.25
92789	6/8/2021	0009039 TETRA TECH	51734749	5/12/2021	P/E 4/23/21: REMEDIATION ACTI	51,077.23	51,077.23
		Voucher: 92789					
92790	6/8/2021	00003851 THOMSON REUTERS	844305832	5/1/2021	APRIL 2021 WEST INFORMATION	501.59	501.59
		Voucher: 92790					
92791	6/8/2021	0008153 TIME WARNER CABLE-	0044267042721	4/27/2021	APR 2021: ACCT# 8448 20 899 00	282.24	
		Voucher: 92791	0879974042921	5/25/2021	4/29/21-5/28/21: ACCT# 8448 30 (87.97	
			000833505121	5/1/2021	MAY 2021: ACCT# 8448 30 017 00	161.26	531.47
92792	6/8/2021	0012095 TURNER SIGNS	4011-3-F	5/7/2021	THRU 4/30/21: THCONSTRUCTIO	3,906.88	3,906.88
		Voucher: 92792					
92793	6/8/2021	00004975 US ARMOR	32951	5/7/2021	VEST- ENFORCER CONCEALABL	599.46	599.46
		Voucher: 92793					
92794	6/8/2021	00003928 US BANK TRUST N.A.	788757000-JUN 2	6/1/2021	JUN 2021: COSG 2005 PENSION	167,708.08	167,708.08
		Voucher: 92794					
92795	6/8/2021	0013026 VENTURES AUTO, INC	Ref000284970	4/8/2021	UB REFUND CST #00063087-360	184.51	184.51
		Voucher: 92795					
92796	6/8/2021	00000379 VERIZON BUSINESS	09794922	4/25/2021	BILLING PRD- 03/15/21 -04/14/21	40.00	
		Voucher: 92796	08827930	5/10/2021	BILLING PRD- 04/01/21 -04/30/21	84.11	124.11
92797	6/8/2021	00001848 VERIZON WIRELESS	9879168927	4/21/2021	BILLING PRD- 03/22/20-04/21/20-	2,383.33	
		Voucher: 92797	9878371950	4/23/2021	3/24/21-4/23/21: PD - IPAD AIRTIM	76.02	2,459.35
92798	6/8/2021	00002634 VULCAN MATERIALS COMPANY	72935016	5/5/2021	ASPHALT & ENVIRONMENTAL FE	505.84	
		Voucher: 92798	72944558	5/14/2021	ASPHALT & ENVIRONMENTAL FE	251.03	756.87
92799	6/8/2021	0011064 W.A. RASIC CONSTRUCTION, CO	343210	5/14/2021	HAWKINS WATER TANK ROOF R	2,238.21	
		Voucher: 92799	343148	4/19/2021	TWO NEW FIRE HYDRANT INSTA	37,203.53	39,441.74
92800	6/8/2021	00000028 WATER REPLENISHMENT DISTRIMARCH 2021		3/31/2021	MARCH 2021GROUNDWATER PF	237,187.62	237,187.62
		Voucher: 92800					
92801	6/8/2021	0010471 WEBSTER'S BEE'S REMOVAL SR	1218	5/10/2021	REMOVAL OF SWARM OF HONE	185.00	
		Voucher: 92801	1225	5/12/2021	REMOVAL OF HONEY BEES ON /	185.00	
			1138	5/3/2021	3/31/21: BEE REMOVAL FROM W,	185.00	
			1224	5/12/2021	5/12/21: BEE REMOVAL FROM W,	185.00	740.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92802	6/8/2021	0010476 WECK LABORATORIES INC	W1D1747-COSOL	4/29/2021	WATER QUALITY SAMPLING	75.00	
	Voucher:	92802	W1D1761-COSOL	4/29/2021	WATER QUALITY SAMPLING	540.00	
			W1E0823-COSOL	5/13/2021	WATER QUALITY SAMPLING	245.00	
			W1E0911-COSOU	5/13/2021	WATER QUALITY SAMPLING	190.00	
			W1E1008-COSOL	5/17/2021	WATER QUALITY SAMPLING	190.00	
			W1D0942-COSOL	4/14/2021	WATER SAMPLES - GENERAL PH	190.00	
			W1E0319-COSOL	5/5/2021	WATER QUALITY SAMPLING	200.00	
			W1D1502-COSOL	4/26/2021	WATER QUALITY SAMPLING	70.00	
			W1D1035-COSOL	4/15/2021	WATER QUALITY SAMPLING	70.00	
			W1D1320-COSOL	4/21/2021	WATER SAMPLES - GENERAL PH	150.00	1,920.00
92803	6/8/2021	00000482 WEST COAST ARBORISTS, INC.	172332	4/30/2021	4/16/21-4/30/21: TREE TRIMMING	52,253.02	
	Voucher:	92803	172331	4/30/2021	4/16/21-4/30/21: AMEND 2-TREE T	6,818.30	59,071.32
92804	6/8/2021	00000032 WEST COAST MAILERS	10756	4/30/2021	IMPERIAL FLYER JOB #2-124 (LA	580.67	580.67
	Voucher:	92804					
92805	6/8/2021	0011968 WEX BANK	71667517	5/6/2021	5/6/21 CLOSING DATE: SHELL G/	1,984.76	1,984.76
	Voucher:	92805					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
92806	6/8/2021	00000062 ZIEGLER'S HARDWARE& SUPPLY	11765	4/29/2021	KEYS FOR EASTSIDE COMM. CE	4.39	
	Voucher:	92806	11829	5/15/2021	4 GALLONS OF PAINT THINNER	88.16	
			11812	5/12/2021	CONCRETE BLADE FOR SAW	33.06	
			11814	5/12/2021	TOOLS TO REPAIR WATER REGI	33.01	
			11755 4/27/21	4/27/2021	SUPPLIES FOR WOOD AND MET.	111.23	
			11762	4/28/2021	WORK ORDER# 817465 PAINT LI	19.81	
			11779	5/3/2021	SCREWS FOR WATER SERVICE	3.31	
			11822	5/14/2021	STAPLER GUN AND STAPLES FC	46.26	
			11797 5/6/21	5/6/2021	WORK ORDER#817175 SENIOR (10.48	
			11802	5/7/2021	PLASTIC STRAINERS FOR WO O	8.80	
			11749 4/24/21	4/24/2021	SCREWS FOR SPORTS CENTER	10.24	
			11704	4/12/2021	GRINDING BLADES FOR VALVE F	12.09	
			11751	4/24/2021	SPORTS CENTER HARDWARE B	41.85	
			11672	4/3/2021	PACKING & CLAMPS FOR WTR F	20.93	
			11763	4/28/2021	SOCKETS FOR WATER CIRCLE F	49.58	
			11731	4/19/2021	BLADES FOR WTR REPAIRS - 81	30.83	
			11692	4/9/2021	MATERIAL FOR WORK ORDER 8	21.99	
			11800	5/6/2021	TOOL FOR PIPE CUTTING	114.62	
			11796	5/6/2021	RAZOR BLADE SCRAPERS AND	26.38	
			11732	4/19/2021	MATERIAL FOR VET'S FOUNTAIN	21.74	
			11714	4/15/2021	WOOD HINGES FOR LIZ CENDE.	16.50	
			11577	3/4/2021	PAINT THINNER TO CLEAN TRUC	66.11	
			11697	4/10/2021	MATERIAL FOR WATER LINE REF	30.85	
			11759	4/28/2021	MATERIAL FOR WORK ORDER 8	87.08	909.30

Sub total for BANK OF THE WEST: 1,730,579.84

166 checks in this report.

Grand Total All Checks: 1,730,579.84

Void Checks

Bank code: botw

Check # Date
92749 6/8/2021

WARRANT REGISTER FOR COUNCIL MEETING OF 6/8/2021

PART IV

apChkLst
06/01/2021 2:27:26PM

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
2095	5/27/2021	00000343	PUBLIC EMPLOYEES RETIREMENT Ben285609	5/27/2021	PERS RETIREMENT: PAYMENT	233,573.17	233,573.17
		Voucher:					
2096	5/27/2021	00002370	INTERNAL REVENUE SERVICE Ben285611	5/27/2021	MEDICARE: PAYMENT	145,325.14	145,325.14
		Voucher:					
2098	5/27/2021	00001186	EMPLOYMENT DEVELOPMENT DBen285613	5/27/2021	SDI: PAYMENT	49,218.98	49,218.98
		Voucher:					
2099	5/27/2021	00000004	NATIONWIDE RETIREMENT SOL Ben285615	5/27/2021	DEF COMP NATIONWIDE: PAYME	56,438.79	56,438.79
		Voucher:					
2100	5/27/2021	00004836	SEIU LOCAL 721 CTW CLC-23900 Ben285617	5/27/2021	SEIU DUES: PAYMENT	3,165.07	3,165.07
		Voucher:					
2101	5/27/2021	00004996	SEIU-COPE LOCAL 721, LA/OC CIBen285619	5/27/2021	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
		Voucher:					
2102	5/27/2021	00004988	CHILD SUPPORT ON-LINE, STATE Ben285621	5/27/2021	CHILD SUPPORT-ONLINE: PAYMI	2,195.54	2,195.54
		Voucher:					
Sub total for BANK OF THE WEST:							489,955.69
Grand Total All Wire Transfers:							489,955.69

7 wire transfers in this report.

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 6/8/2021**

TOTAL PART I - PREPAID CHECKS (5/25/2021)	443,763.84
TOTAL PART II - PAYROLL-RELATED CHECKS	835.52
TOTAL PART III - ACCOUNTS PAYABLE CHECKS	1,730,579.84
TOTAL PART IV - PAYROLL-RELATED WIRE TRANSFERS	489,955.69
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SUB - TOTAL	2,665,134.89
LESS: VOIDS	(5,842.03)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(318,515.93)
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GRAND TOTAL	2,340,776.93
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