



SOUTH GATE CITY COUNCIL SPECIAL MEETING AGENDA

Tuesday, April 20, 2021 at 6:30 p.m.

TELECONFERENCE

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

MEETING ID: 883 6334 5837

<https://us02web.zoom.us/j/88363345837>

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

CALL TO ORDER	Al Rios, Mayor
INVOCATION	
PLEDGE OF ALLEGIANCE	
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 April 20, 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: 883 6334 5837 and <https://us02web.zoom.us/j/88363345837>

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 APRIL 20, 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. Open Session Agenda

1. Proclamation Recognizing Yadira Bonilla-Clayton For Her 34 Years Of Dedicated Service And Best Wishes On Her Retirement

The City Council will present a Proclamation to Yadira Bonilla-Clayton in recognition of her 34 years of dedicated service to the City of South Gate. (ADMIN SVCS)

Documents:

2. Proclamation Declaring April As DMV/Donate Life California Month

The City Council will issue a Proclamation declaring April 2021 as DMV/Donate Life California Month. (CM)

Documents:

[ITEM 2 REPORT 042021.PDF](#)

3. Proclamation Declaring April As Sexual Assault Awareness Month And April 28th As Denim Day

The City Council will issue a Proclamation declaring April 2021 as Sexual Assault Awareness Month and April 28, 2021, as Denim Day. (CM)

Documents:

[ITEM 3 REPORT 042021.PDF](#)

4. Resolutions Pertaining To The Street Lighting And Landscaping Maintenance District No. I

The City Council will consider: (PW)

- a. Adopting a **Resolution** _____ preliminarily approving the Engineer's Report required for the proceedings of the Fiscal Year 2021/22 Annual Levy and Collection of Assessments within the Street Lighting and Landscape Maintenance District No. I; and
- b. Adopting a **Resolution** _____ declaring the City's intention to levy and collect assessments under the Fiscal Year 2021/22 Annual Levy and Collection of Assessments within the Street Lighting and Landscape Maintenance District No. 1, and setting a Public Hearing for May 25, 2021.

Documents:

[ITEM 4 REPORT 042021.PDF](#)
[EXH A - FY2021-22 ENGINEERS REPORT.PDF](#)

5. Resolution Establishing The Centennial Celebration Planning Ad Hoc Committee For The Celebration Of The City's 100th Anniversary

The City Council will consider adopting a **Resolution** _____ establishing the "Centennial Celebration Planning Ad Hoc Committee" to begin making plans for the City's upcoming 100th

Anniversary Celebration and appointing members to serve on this Ad Hoc Committee; and

- a. Each City Council Member will appoint two community members to serve as Ad Hoc Committee Members, subject to a majority vote of the City Council; and
- b. Appointing the Director of Parks & Recreation and the Management Analyst from the City Manager's Office as the staff liaisons.

Documents:

[ITEM 5 REPORT 042021.PDF](#)

6. Amendment No. 4 To Contract No. 3504 With Interwest Consulting Group, Inc., Increase The Contract Amount To Pay Final Invoice

The City Council will consider: (CD)

- a. Approving **Amendment No. 4 to Contract No. 3504** with Interwest Consulting Group, Inc., retroactively effective June 1, 2020, increasing the amount of the contract in an amount not to exceed \$20,230 for Interim Senior Planner consulting services provided; and
- b. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

Documents:

[ITEM 6 REPORT 042021.PDF](#)

7. Agreement With Kreuzer Consulting Group, Inc., For Engineering Design Services For The East Alameda Street Sidewalk Improvements

The City Council will consider: (PW)

- a. Approving an **Agreement (Contract No. _____)** with Kreuzer Consulting Group, Inc., for engineering design services for the East Alameda Street Sidewalk Improvements Project, City Project No. 660-ST, in an amount not-to-exceed \$75,465; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 7 REPORT 042021.PDF](#)

8. Contract Change Order No. 2 With Sequel Contractors, Inc., To Add/Remove Street Improvements To Garfield Avenue, Imperial Highway, Firestone Boulevard And Otis Street

The City Council will consider: (PW)

- a. Approving Contract Change Order No. 2 to Contract No. 2020-43-CC with Sequel Contractors, Inc., to add and remove improvements from the contract on the "Garfield Avenue, From South City Limit to Jefferson Avenue, and Imperial Highway, From West City Limit to East City Limit, City Project No. 413-ST, Federal Project No. STPL-5257 (030), and Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032)," in a net amount not-to-exceed \$228,830;
- b. Appropriating \$110,000 in Water Funds from the unrestricted Water Fund balance to Account No. 311-790-31-9457 (Capital Projects Fund-Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median) to fund water system improvements proposed under Change Order No. 2 to Contract No. 2020-43-CC;
- c. Authorizing the Assistant City Manager/Director of Public Works to execute Contract Change Order No. 2 to Contract No. 2020-43-CC:
and
- d. Authorizing the Director of Administrative Services to appropriate \$200,000 in Proposition C Funds to Account No. 311-790-31-9433 (Capital Projects Fund-Garfield/Imperial Street Improvements) to supplant \$200,000 in Metro Measure R funding currently programmed in Account No. 311-790-31-9433 in the event that Metro does not approve the use of said Measure R Funds which are currently programmed to partially fund CCO No. 1 to Contract No. 2020-43-CC.

Documents:

[ITEM 8 REPORT 042021.PDF](#)

9. Imperial Highway Complete Street Study Appropriation And Appointment To The Technical Advisory Committee

The City Council will consider: (PW)

- a. Appropriating \$4,042 from the unassigned Measure R balance to Account No. 224-780-31-6101 (Measure R Fund - Professional Services) to fund the Imperial Highway Complete Street Study (Study);
and
- b. Appointing Arturo Cervantes, Assistant City Manager/Director of Public Works, as the primary representative, and Kenneth Tang, Senior Civil Engineer, as the alternate representative to the Study Technical

Advisory Committee.

Documents:

[ITEM 9 REPORT 042021.PDF](#)

10. Used Oil And Beverage Container Recycling Program Services Appropriations

The City Council will consider: (PW)

- a. Appropriating \$23,650 and \$23,650 in Used Oil Recycling Grant funds awarded to the City in Fiscal Years 2018/19 and 2019/20, respectively, to Account No. 413-733-51-6608 (Used Oil Recycling Professional Services) to fund prior expenditures for as-needed consulting services utilized by the City to continue the City's Used Oil Recycling Program in Fiscal Years 2018/19 and 2019/20;
- b. Appropriating \$24,025 in Used Oil Recycling Grant funds awarded to the City in Fiscal Year 2020/21 to Account No. 218-720-54-6101 (Used Oil Recycling Professional Services) to fund ongoing activities for as-needed consulting services utilized by the City to continue the City's Used Oil Recycling Program in Fiscal Years 2020/21;
- c. Appropriating \$23,650 and \$23,650 in Beverage Container Recycling Grant funds awarded to the City in Fiscal Years 2018/19 and 2019/20, respectively, to Account No. 413-733-51-6607 (Beverage Container Recycling Professional Services) to fund prior expenditures for as-needed consulting services utilized by the City to continue the City's Beverage Container Recycling Program in Fiscal Years 2018/19 and 2019/20; and
- d. Appropriating \$23,895 in Beverage Container Recycling Grant funds awarded to the City in Fiscal Year 2020/21 to Account No. 219-722-56-6101 (Beverage Container Recycling Professional Services) to fund ongoing activities for as-needed consulting services utilized by the City to continue the City's Beverage Container Recycling Program in Fiscal Year 2020/21.

Documents:

[ITEM 10 REPORT 042021.PDF](#)

V. Special Meeting Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on April 14, 2021 at 4:25p.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.

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Presented to
Yadira Bonilla-Clayton

In recognition of her 34 years of dedicated service to the City of South Gate

WHEREAS, Yadira Bonilla-Clayton was hired as a Data Entry Operator with the City of South Gate Finance Department in 1986, was assigned to Acting Data Entry Technician and in 1987, was appointed to that position, and then reclassified to Data Systems Coordinator in 1989;

WHEREAS, in 1995, she was reclassified to Business License Coordinator, and later was reclassified to Business License Supervisor in 2002, in 2002, she was reclassified to Customer Service Supervisor and since has been responsible for overseeing the Water Billing Customer Service and the Business License Division simultaneously;

WHEREAS, in addition to assisting with the implementation of eight system conversions and completion of a technology enhancement system that allows customers to pay their water bills via automatic payment, ACH and credit/debit cards, Yadira was successful in conducting in-house Business License audits of which retrieved \$36,000 in revenue to the City;

WHEREAS, in recognition of her outstanding work ethic, Yadira has received the Employee of the Year Award in 2009 and 2012; the Finance Employee of the Year Award in 2009 and 2012; and the Lifetime Achievement Award in 2019;

WHEREAS, Yadira has been a member of the South Gate Multi-cultural Women's Club for over 19 years and has held the positions of President, Secretary and currently serves as the Treasurer;

WHEREAS, Yadira is loved and admired by her fellow employees and coworkers for her "lead by example" and "no task is too small" personal philosophy; her work ethic is second to none and her institutional knowledge, extensive experience and willingness to go the extra mile will be a challenge to replace; and

WHEREAS, after proudly serving over 34 years with the City of South Gate, Yadira will retire on April 22, 2021, to finally rest, do the things she loves to do and make up for the fun times lost due to the COVID-19 pandemic;

WHEREAS, South Gate citizens and employees had the pleasure and benefit of working with this esteemed professional, and, although she will be missed, wish her the best in her retirement;

NOW, THEREFORE, on this 20th day of April 2021, I, **Al Rios, Mayor of the City of South Gate**, on behalf of the citizens of South Gate, do hereby recognize Yadira Bonilla-Clayton and duly thank her for her 34 years of dedicated service to the City of South Gate. We wish Yadira the very best in her well-deserved retirement.

/s/

Mayor Al Rios

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring April 2021 as

DMV/Donate Life California Month

- WHEREAS,** *organ, eye, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need;*
- WHEREAS,** *more than 108,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting;*
- WHEREAS,** *the need for donated organs is especially urgent in Hispanic, Latino, and African American communities;*
- WHEREAS,** *a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives;*
- WHEREAS,** *donation of tissue can save and heal the lives of more than 75 others;*
- WHEREAS,** *deceased organ donors saved more than 33,000 lives last year, the most ever;*
- WHEREAS,** *any person can register to be an organ, eye and tissue donor regardless of age or medical conditions;*
- WHEREAS,** *over 17 million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored;*
- WHEREAS,** *California residents can sign up to be an organ, eye and tissue donor when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles; and*
- WHEREAS,** *California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver licenses or ID cards at the California Department of Motor Vehicles;*

NOW, THEREFORE, *be it proclaimed on this 20th day of April 2021, that I, Al Rios, Mayor of the City of South Gate, do hereby proclaim April as DMV/Donate Life California Month and encourage all residents to check "yes" when applying for or renewing their driver license or ID card, or by signing up at www.donateLIFecalifornia.org or www.doneVIDAcalifornia.org.*

/s/

Mayor Al Rios

City of South Gate



From the Honorable
Mayor

PROCLAMATION

**Declaring
April 2021 as Sexual Assault Awareness Month and
April 28, 2021, as Denim Day**

WHEREAS, for the past 22 years, the Peace Over Violence Organization has called attention to misconceptions and misinformation about rape and sexual assault, and the reality that many in today's society remain disturbingly uninformed with respect to issues of assault and forcible rape;

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

WHEREAS, SAAM has been a campaign that aims to increase awareness about the causes and risk factors for sexual assault and aims to empower individuals to take steps to prevent it in their communities;

WHEREAS, Denim Day in Los Angeles was established to protest rape and attitudes that excuse it. The jean protest was organized in 1999 to help eliminate persistent harmful attitudes regarding why, where and how women are raped. Wearing jeans during SAAM became an international symbol of protest of harmful attitudes about rape in response to an Italian Supreme Court decision to overturn a rape conviction because the victim wore jeans. The justices reasoned that the victim must have helped her attacker remove her jeans, which they felt implied consent. The following day, the women in the Italian Parliament came to work wearing jeans in solidarity with the victim;

WHEREAS, Denim Day takes a stand against rape, sexual assault and sexual harassment; community members, elected officials, businesses and students are encouraged to make a social statement with their fashion statement by wearing jeans on this day as a visible means of protest against and to prevent sexual violence.

NOW, THEREFORE, be it proclaimed on this 20th day of April 2021, that **I, Al Rios, Mayor of the City of South Gate**, on behalf of the City Council and citizens, do hereby proclaim April 2021 as Sexual Assault Awareness Month and April 28, 2021, as Denim Day. I encourage everyone to wear jeans on April 28th to help communicate the message that there is "no excuse and never an invitation to rape."

/s/

Mayor Al Rios

RECEIVED

APR 14 2021

City of South Gate
CITY COUNCIL

Item No. 4

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:15am

AGENDA BILL

For the Special Meeting of: April 20, 2021

Originating Department: Public Works

Department Director:

Arturo Cervantes

City Manager:

Michael Flad

SUBJECT: FISCAL YEAR 2021/22 STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 1 – RESOLUTIONS TO PRELIMINARILY APPROVE THE ENGINEER’S REPORT, DECLARE THE CITY’S INTENTION TO LEVY AND COLLECT ASSESSMENTS, AND SET A PUBLIC HEARING

PURPOSE: Annually, the City Council undertakes certain proceedings to levy and collect assessments within the Street Lighting and Landscape Maintenance District No. 1 (District). On January 26, 2021, the City Council initiated the proceedings. The next steps are to adopt resolutions to preliminarily approve the Engineer’s Report, to declare the City’s intention to levy and collect assessments, and to set a public hearing.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Adopting Resolution preliminarily approving the Engineer’s Report required for the proceedings of the Fiscal Year 2021/22 Annual Levy and Collection of Assessments within the Street Lighting and Landscape Maintenance District No.1; and
- b. Adopting Resolution declaring the City’s intention to levy and collect assessments under the Fiscal Year 2021/22 Annual Levy and Collection of Assessments within the Street Lighting and Landscape Maintenance District No. 1, and setting a Public Hearing for May 25, 2021.

FISCAL IMPACT: The assessment for a single parcel is proposed at \$2.38 per adjusted front footage, which amount has not changed for more than two decades. The revenue for Fiscal Year (FY) 2020/21 is estimated to be \$1,993,357, while the cost of maintaining the District is estimated to be \$2,450,947. The estimated operating shortfall of \$457,590 would be funded by the General Fund, however staff is not proposing this at this time.

ANALYSIS: The Street Lighting and Landscape Maintenance District No. 1 (District) provides revenue to the City to maintain and operate landscaping and lighting systems citywide, within City streets. It is currently operating with a structural deficit as the annual revenue from the assessment is less the annual cost to maintain the District. The assessment amount has not changed since the District was created more than two decades ago. The total revenue collected from the District has remained approximately constant over the years while the total cost of maintaining the District has increased. At this time, staff is not proposing to increase the assessment to resolve the operating shortfall.

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

gfd 1/22/21

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

District assessments are levied and collected annually by the Los Angeles County Assessor's Office (LA County) on behalf of the City, in the property tax roll. Several actions from the City Council are required to provide LA County the authority to levy and collect the assessments, according to LA County requirements and applicable State law. The actions before the City Council are a part of the proceedings necessary to provide such authority.

On January 26, 2021, the City Council adopted Resolution No. 2021-05-CC initiating the proceedings for FY 2021/22 and directing the Engineers Report to be prepared.

The next steps in the proceeding can be achieved by adopting the two proposed Resolutions before the City Council, which will accomplish the following:

- Declare the City's intention to levy and collect assessments in FY 2021/22 within the District;
- Set a public hearing for May 25, 2021. At that time the City Council will, (a) consider and determine whether to levy the proposed annual assessment, and (b) hear all protests related to (i) said proposed proceedings, (ii) the estimate of the cost and expenses of the proposed maintenance, and/or (iii) the proposed annual assessment. Any and all persons interested may file a written protest prior to the conclusion of the hearing referred to herein; and
- Preliminarily approve the Engineer's Report which is the document required to set the amount of the assessment. The Engineer's Report contains the following: Description of the District, District budget, an analysis of revenue needs, a benefit analysis, the total parcels located within the District, and the amount to be assessed.

The schedule for the District assessment proceedings is as follows:

Date	Council Action
01/26/2021	City Council adopted Resolution No. 2021-05-CC initiating proceedings to levy assessments and to order the preparation of the Engineer's Report.
04/20/2021	1. Adopt Resolution approving the Engineer's Report. 2. Adopt Resolution declaring the City's intention to levy and collect assessments, and setting a public hearing on May 25, 2021.
05/25/2021	1. Conduct a public hearing to receive public input on the levy and proceedings. 2. Adopt Resolution ordering the levy of the assessments and setting the assessment rate.
08/06/2021	Deadline for filing Assessment Roll with the County.

An Assessment District creates an authority to levy a fee to a specific geographic area or parcels of land which have been identified as receiving a direct "special benefit" from a public improvement. The District enables the City to provide enhanced levels of landscape maintenance and street lighting along City streets. These landscape and lighting improvements are considered to be of special benefit to the properties within the City boundaries. The funding for the maintenance and services is provided through annual assessments paid by the benefiting property owners within the District. In order for the City to continue to levy and collect assessments within the District for the FY 2021/22, an Annual Report must be prepared and the City Council must conduct a public hearing as required by the Landscaping and Lighting Act of 1972.

- ATTACHMENTS:**
- A. Proposed Resolution preliminarily approving the Engineer's Report (Exhibit A: 2021/22 Engineer's Annual Levy Report is available for review in the City Clerk's office)
 - B. Proposed Resolution declaring the City's intention and setting a Public Hearing

KT:lc

RESOLUTION NO. ____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOUTH GATE, CALIFORNIA, PRELIMINARILY APPROVING
THE ENGINEER'S REPORT REQUIRED FOR THE
PROCEEDINGS OF THE FISCAL YEAR 2021/22 ANNUAL
LEVY OF ASSESSMENTS WITHIN THE STREET LIGHTING
AND LANDSCAPE MAINTENANCE DISTRICT NO. 1**

WHEREAS, the City Council of the City of South Gate (City Council), pursuant to the terms of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, adopted Resolution No. 2021-05-CC, initiating proceedings for the annual levy of assessments within a special maintenance district, said special maintenance district known and designated as Street Lighting and Landscape Maintenance District No. 1 (hereinafter referred to as the "Maintenance District");

WHEREAS, the City Council was presented with an Engineer's Report, dated April 13, 2021, attached hereto as Exhibit "A" (hereinafter referred to as the "Report"), as required by said Division 15 of the California Streets and Highways Code and as previously directed by Resolution No. 2021-05-CC;

WHEREAS, the City Council examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in said Report.

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

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

SECTION 2. The City Council does hereby acknowledge Report as presented consists of the following:

- A. Plans and specifications describing the general nature, location and extent of the existing improvements to be maintained are on file in the City Engineer's office. No new improvements or any substantial changes in existing improvements are proposed for the next fiscal year; all improvements to be maintained are in existing public streets or sidewalks of the City;

- B. Estimate of cost, including the amount of the annual installment for the forthcoming fiscal year;
- C. Diagram of the Maintenance District; and
- D. Assessment of the estimated costs of the improvements, including the amount of individual annual installments for the next fiscal year. No assessments on any parcels within the Maintenance District are to be increased from those levied for the last fiscal year.

SECTION 3. The City Council does hereby declare that the Maintenance District and the associated assessments as outlined in the Engineer's Report are in compliance with the provisions of the California Constitution Article XIID.

SECTION 4. The City Council does hereby approve the Engineer's Report on a preliminary basis, and orders it to be filed in the Office of the City Clerk as a permanent record and to remain accessible to public inspection.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption, and the minutes of this meeting shall so reflect the presentation of the Assessment Engineer's Report.

PASSED, APPROVED and ADOPTED this 20th day of April 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

RESOLUTION NO. _____

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
UNDER THE FISCAL YEAR 2021/2022 ANNUAL LEVY AND
COLLECTION OF ASSESSMENTS WITHIN THE STREET
LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO.
1, AND SETTING A PUBLIC HEARING FOR MAY 26, 2020

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

WHEREAS, on January 26, 2021, the City Council adopted Resolution No. 2021-05-CC initiating proceedings for the annual levy of the Fiscal Year 2021/2022 assessments and ordering preparation of an Engineer's Report for the District;

WHEREAS, at this time the City Council desires to undertake proceedings to provide for the annual levy of assessments for the next fiscal year to finance the costs and expenses necessary to pay for the maintenance of the improvements in said Maintenance District; and

WHEREAS, the City Council has approved the Engineer's Report, as required by law, and desires to continue with the proceedings for said annual levy.

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

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

SECTION 2. The City Council does hereby declare that the public interest and convenience requires, and it is the intention of this legislative body, to levy and collect assessments to pay the annual costs and expenses for the maintenance and/or servicing of such improvements, from those parcels which specially benefit from improvements described below from the above-referenced Maintenance District, and said improvements are generally described as follows:

The operation, maintenance and servicing of the following improvements, all within existing public streets or public sidewalks of the City:

- A. Landscaping, ornamental vegetation, including trees, shrubs, irrigation systems and drainage facilities, together with appurtenances.
- B. Public lighting, street lighting improvements and traffic signals, together with appurtenances.

SECTION 3. The City Council does hereby affirm that said works of improvements are of special benefit to the properties within the boundaries of said Maintenance District, which Maintenance District the legislative body previously declared to be the area benefited by said works of improvements, and for particulars, reference is made to the boundary map as previously approved by this legislative body, a copy of which is on file in the Office of the City Clerk and open for public inspection, and is designated by the name of this Maintenance District.

SECTION 4. The City Council does hereby direct that the annual Engineer's Report, as preliminarily approved by the City Council, shall (pursuant to a separate Resolution adopted by the City Council) promptly be placed on file with the City Clerk, and shall thereafter be accessible for public inspection. Reference is made to Report for a full and detailed description of the improvements to be maintained, the boundaries of the Maintenance District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Maintenance District.

SECTION 5. The City Council does hereby affirm that all costs and expenses of the maintenance work and incidental expenses have been apportioned and distributed to the benefiting parcels in accordance with the special benefits received from the proposed work. No assessments on any parcels within the Maintenance District are to be increased from those as levied for the last fiscal year.

SECTION 6. The City Council does hereby give notice that a public hearing is hereby scheduled in the regular meeting place of this legislative body, being the Council Chambers of City Hall, located at 8650 California Avenue, South Gate, CA on the 25th day of May 2021 at 6:30 p.m.

At that time the legislative body will consider and finally determine whether to levy the proposed annual assessment, and to hear all protests relating to said proposed proceedings, or the estimate of the cost and expenses of the proposed maintenance, or the proposed annual assessment. Any and all persons interested may file a written protest prior to the conclusion of the hearing referred to herein or, having filed such a protest, may file a written withdrawal of that protest. A written protest must state all grounds of objection. A protest by a property owner must contain a description sufficient to identify the property owned by such person.

Any interested person may mail a protest to the following address:

City Clerk
City of South Gate
8560 California Avenue
South Gate, CA 90280

To be considered by the legislative body, all protests must be received prior to the conclusion of the public hearing. A postmark prior to such date and time will not be sufficient.

SECTION 7. The City Clerk is hereby authorized and directed to give notice as required by law by causing a copy of this Resolution to be published in the *Los Angeles Wave* newspaper, a newspaper of general circulation within the City of South Gate; said publication to be completed not less than ten (10) days prior to the date set for the public hearing.

SECTION 8. For any and all information relating to these proceedings, including information relating to protest procedure, your attention is directed to the person designated below:

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

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 20th day of April 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



City of South Gate

Maintenance District No. 1

2021/2022 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: April 20, 2021

Public Hearing: May 25, 2021

27368 Via Industria
Suite 200
Temecula, California 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT
Maintenance District No. 1

City of South Gate
Los Angeles County, State of California

This Report describes the District and services therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2021/2022, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 13th day of April, 2021

Willdan Financial Services
Assessment Engineer
On Behalf of the City of South Gate

By: 
Chonney Gano
Project Manager, District Administration Services


By: 
Tyrone Peter
PE # C 81888



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I. OVERVIEW

A. INTRODUCTION

The City of South Gate (the “City”) annually levies and collects special assessments in order to maintain the improvements within Maintenance District No. 1 (the “District”). On June 22, 1981, the City Council of the City adopted Resolution 3838 which ordered the formation of Maintenance District No.1. The District is levied pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the “1972 Act”) and in compliance with California Constitution Article XIID (“Article XIID”).

This Engineer’s Annual Levy Report (the “Report”) describes the District, any annexations, or changes to the District including substantial changes to the District improvements, and the proposed assessments for Fiscal Year 2021/2022. The proposed assessments are based on the estimated cost to maintain the improvements that provide special benefits to properties within the District. The costs of improvements and the annual levy include all expenditures, deficits, surpluses, revenues, and reserves. Each parcel is assessed proportionately for only those improvements provided and for which the parcel receives benefit based on an established method of apportionment.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number by the County of Los Angeles (the “County”) Assessor’s Office. The County Auditor/Controller uses Assessor’s Parcel Numbers and specific Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments and written protests at a noticed public hearing, and review of the Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Council may order the levy and collection of assessments for Fiscal Year 2021/2022 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel for Fiscal Year 2021/2022.

B. COMPLIANCE WITH CURRENT LEGISLATION

Pursuant to the 1972 Act, the City Council annually conducts a public hearing to accept public comments and testimony, and to approve the annual assessments to be levied on the County tax roll for the Fiscal Year. All assessments contained in this Report and to be approved by the City Council have been prepared in accordance with the 1972 Act and are in compliance with the provisions of Article XIID of the constitution of the State of California (“Proposition 218”).

The City has reviewed the provisions of Article XIID and has made the following findings and determinations:

Pursuant to Article XIID, Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIID, Section 4 and property owner balloting for the assessments is not required until such time that the assessments are

increased. Specifically, the improvements and the annual assessment for maintaining the District improvements were part of the original conditions of development and approved by the original property owner (the “Developer”). As such, pursuant to Article XIID, Section 5, the existing assessments were approved by all the property owners at the time the assessment was created (originally imposed pursuant to a 100% landowner petition). Therefore, the pre-existing assessment amounts (Assessment Rates including the Annual Maximum Assessment Cap Formula so approved) are identified as exempt from the procedural requirements of Article XIID, Section 4.

The provisions of Article XIID do not alter the non-conflicting provisions of the 1972 Act. As such, the method of apportionment described in this Report utilizes commonly accepted assessment engineering practices consistent with the 1972 Act and the provisions of Article XIID. The proposed assessments for the current Fiscal Year are less than or equal to the adjusted maximum assessment rate previously approved and adopted for the District. The application of this adjusted maximum assessment rate for the various land uses within the District is described in more detail in Section III D of this report. Any proposed assessment that exceeds the adjusted maximum assessment rate is considered an increased assessment. Pursuant to the provisions of Article XIID, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of Article XIID, Section 4.

C. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.

- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "Maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

II. DESCRIPTION OF THE DISTRICT

A. BOUNDARIES OF THE DISTRICT

The boundaries of the District are coterminous with the boundaries of the City. The diagram of the District boundaries showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District is on file in the office of the City Engineer and incorporated herein by reference. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the Fiscal Year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

B. DESCRIPTION OF THE DISTRICT IMPROVEMENTS

The District improvements generally provide for the continued operation of streets and sidewalks within the District, including the maintenance and servicing of the street lighting system, street trees, landscaped street medians, street hardscapes and landscapes, traffic signal system and appurtenant facilities that are located in and along such streets and sidewalks, including but not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these facilities.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of landscaping or appurtenant facilities.

The improvements funded entirely or partially through the District assessments generally include the following:

Landscaping and Appurtenant Facilities

Landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, street furniture, illuminated signs, special decorative fixtures, sidewalk maintenance and appurtenant facilities, in public street and sidewalk rights-of-way, including parkways, medians and dedicated easements within the boundary of the District.

Public Lighting and Appurtenant Facilities

Poles, fixtures, bulbs, conduits, equipment, including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide safety lighting and traffic signals in public street and sidewalk rights-of-way, including parkways, medians and dedicated easements within the boundary of the District. A diagram showing the size and location of all street lights and traffic signals is on file in the office of the City Engineer and is incorporated herein by reference.

The public lighting system shall be maintained to provide adequate illumination. The Southern California Edison Company shall furnish power for street lights and traffic signals, and it shall be adequate for the intended purpose. The traffic signal system shall be maintained based on the City specifications and current industry standards. Rates for power shall be those authorized by the California Utilities Commission.

The plans and specifications for the existing improvements are on file in the office of the City Engineer and are made part of this report by reference. No new improvements or any substantial changes in existing improvements are proposed for the next Fiscal Year.

III. METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements that include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

The formula used for calculating assessments in this District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel.

In addition, Article XIID requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Article XIID provides that only special benefits are assessable and the City must separate the

general benefits from the special benefits. A special benefit is a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within the district. The general enhancement of property value does not constitute a special benefit.

B. BENEFIT ANALYSIS

Each of the improvements, the associated costs and assessments within the District has been reviewed, identified and allocated based on the special benefit parcels receive from such improvements pursuant to the provisions of Article XIID and the 1972 Act. All improvements associated with this District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with the proposed development plans. As such, these improvements would be necessary and required of individual property owners for the development of such properties, and the ongoing operation, servicing and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of maintenance and operation of the improvements are of special benefit to the properties.

All the lots or parcels are established at the same time once the conditions regarding the improvements and the continued maintenance are met. As a result, each lot or parcel within the District receives a special and distinct benefit from the improvements and to the same degree.

Over time, the improvements continue to confer a particular and distinct special benefit upon the lots or parcels within the District because of the nature of the improvements. The proper maintenance of the improvements and appurtenant facilities reduces property related crimes, especially vandalism, against properties in the District. All of the above-mentioned factors also contribute to a specific benefit to each of the parcels within the District.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receives benefit from the improvements. However, each individual improvement element has its own distinct benefits both specific and general. The special benefits associated with the improvements within the District are as follows:

Special Benefit

The special benefits associated with the landscaping improvements in the District are specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties providing a positive representation of the area;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space, open space areas and landscaping;
- Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention;

- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti; and,
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of the street lighting and traffic signal (public lighting) improvements within the District are the convenience, safety, and security of property, improvements, and goods, specifically:

- Enhanced deterrence of crime and the aid to police protection;
- Increased nighttime safety on roads and streets;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to property;
- Reduced vandalism and other criminal acts and damage to improvements or property;
- Improved traffic circulation and reduced nighttime accidents and personal property loss; and,
- Increased promotion of business during nighttime hours in the case of commercial properties.

General Benefit

In addition to the special benefits received by the parcels within the District, there are incidental general benefits conferred by the improvements to the public at large (e.g. flow through traffic). These general benefits are primarily relating to the traffic safety provided by the public lighting improvements as described above. The total benefits provided by the District improvements are a combination of the special benefits to the parcels within the District and the general benefit to the public at large. Any portion of the total costs, which are associated with general benefits, will not be assessed to the parcels in the District, but will be paid from other City funds.

C. ASSESSMENT METHODOLOGY

The street lighting, trees, landscaping, hardscapes, traffic signals and appurtenant facilities are for the benefit and enjoyment of all properties within the District and parcels benefit from the operation, maintenance and servicing thereof. The assessment of maintenance and servicing costs upon each parcel is apportioned in accordance with the methodology, which has been established by the City Council upon formation of the District.

The *adjusted front footage* of each parcel was determined, at District formation to be the most equitable method for spreading the estimated benefit received by each parcel. Lighting, medians, street trees and parkway improvements are considered "frontage" improvements. The frontage of a parcel is adjusted to take into consideration configuration, such as irregular or corner parcels, and whether a parcel has condominiums on it.

The *adjusted front footage* for an irregular, corner or a parcel with condominiums on it, is determined by measuring the front of the parcel that receives the greatest special benefit within its respective zone.

Furthermore, the District established several special benefit Zones to distinguish differing levels of benefit provided by certain District improvements. The Tweedy and Hollydale Commercial District landscaping and hardscape improvements, and the landscaped medians, are located on the major thoroughfares, which are the main travel-ways of the City. These improvements are a special benefit to the adjacent properties, as well as a citywide benefit to all other parcels in the District. The City has not levied an assessment for the local benefit portion of the assessment since the passage of Proposition 218 and the costs attributable to the local benefit portion will continue to be paid from other City funds for Fiscal Year 2021/2022. The City’s costs to administer the improvements are also considered a benefit to all properties.

The benefit Zones established by the District are described below:

ZONE 1 - This is a City-wide Zone with boundaries contiguous to the boundaries of the City limits. All parcels within the District are included in this Zone and are assessed for the operation, maintenance, and servicing of street lights, traffic signals, street trees and appurtenant facilities, as well as the City-wide landscaping and hardscape benefits of the Tweedy and Hollydale Commercial Districts and landscaped medians.

ZONE 2 - Tweedy Commercial District is comprised of the Tweedy Boulevard business district from Hunt Avenue to State Street.

ZONE 3 - Hollydale Commercial District is comprised of the Garfield Avenue business district from Century Boulevard to one-half block north of Roosevelt Avenue.

ZONE 4 - Landscape Median Area is in the immediate vicinity of the Firestone Boulevard / Garfield Avenue intersection.

The preliminary distribution of Adjusted Front Footage (AFF) per Zone is as follows:

	Zone 1 (All Parcels)	Zone 2 (Tweedy)	Zone 3 (Hollydale)	Zone 4 (Medians)
Parcel Count	15,507	118	29	19
Adjusted Front Footage*	821,331.67	7,493.65	1,884.00	7,210.10

* The Adjusted Front Footage amount for Zone 1 includes AFF in Zones 2, 3, and 4. Amount might be slightly different from actual data due to rounding.

Exempt Parcels — Exempt parcels may include, but are not limited to, publicly owned lots or parcels used for a public function including public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, right-of-ways including greenbelts and parkways; utility right-of-ways; common areas, public schools, park properties and other publicly owned properties that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from the assessment.

D. MAXIMUM ASSESSMENT

In November 1996, voters of the State of California passed Proposition 218 that added Articles XIII C and XIII D to the California Constitution. Article XIII D requires certain noticing, balloting and meeting procedures for any new or increased assessment. Legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The Maximum Assessment rate for the District was established and has remained at \$2.3789 per adjusted front footage since 1993 and there is no escalation factor approved for increasing the Maximum Assessment rate. The Maximum Assessment establishes a limit on the assessment; however it does not restrict assessments to the maximum amount. If the budget and assessment for the Fiscal Year is less than or equal to the Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting procedures as required by Article XIII D. If the budget and assessments calculated require an increase greater than the Maximum Assessment, then the assessment is considered an increased assessment and would be subject to such balloting procedures.

IV. DISTRICT BUDGET

A. DESCRIPTION OF BUDGET ITEMS

The 1972 Act provides that the estimated costs of the improvements shall include the total cost of the maintenance and servicing of the improvements for the entire Fiscal Year 2021/2022, commencing July 1, 2021 and ending June 30, 2022, including incidentals, which may include reserves to operate the District.

The 1972 Act also provides that the amount of any surplus, deficit, or contribution be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within the District is the total cost of maintenance and servicing with adjustments either positive or negative for reserves, surpluses, deficits, and/or contributions.

For the purpose of estimating costs for the maintenance and servicing, actual costs are used where possible. But where the improvements are new, or where actual maintenance experience is lacking, cost estimates will be used to determine costs, as follows:

Direct Costs:

Maintenance Costs/Labor — Includes all contracted labor, material and equipment required to properly maintain the landscaping, irrigation and drainage systems within the District. All improvements within the District are maintained and serviced on a regular basis. The frequency and specific maintenance operations

required within the District are determined by City Staff and is based on the proposed service level of the District.

Utilities — Includes utility costs for water required to irrigate landscaped areas and the utility costs for electricity required to run irrigation systems and lighting for the areas according to the proposed service level of the District.

Repairs/Miscellaneous — Includes the replacement of any materials and equipment needed to maintain the District. Also includes repairs that are generally unforeseen and not normally included in the yearly maintenance contract costs. This may include repair of damaged amenities due to vandalism, storms, frost, etc. Also included may be planned upgrades that provide a direct benefit to the District. These upgrades could include replacing plant materials and/or renovation of irrigation or lighting systems.

Administration Costs:

City Administration – The cost which is allocated for the City Administration staff and departments for labor, hours and support in order to maintain the districts well-being.

District Administration — The cost to all particular departments and staff of the City, for providing the coordination of District services and operations, response to public concerns and education, as well as procedures associated with the levy and collection of assessments. This item also includes the costs of contracting with professionals to provide any additional administrative, legal or engineering services specific to the District including any required notices, mailings or property owner protest ballot proceedings.

County Administration Fee — The cost to the District for the County to collect District assessments on the property tax bills. This charge is based on a fixed amount per parcel.

Levy Breakdown:

Reserve Collection (Transfer) — The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund. The Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through January when the County provides the City with the first installment of assessments collected from the property tax bills. Negative amounts shown for these budget items are transfers from the reserve fund that are used to reduce the Balance to Levy. The Reserve Fund eliminates the need for the City to transfer funds from non-District accounts.

Revenue from Other Sources — This is the amount of additional funds designated for use by the District that are not from District assessments. These funds are added to the District account to reduce assessments, and may be from either non-District or District sources including City General Fund Contributions, interest earnings and contributions from the Gas Tax. Any funds indicated on this line will be shown as a negative number indicating a reduction in the amount to be levied and represent funds that do not have to be repaid.

Balance to Levy — This is the total amount to be levied and collected through assessments for the current Fiscal Year (for special benefits) or from other revenue sources (for general benefit). The Balance to Levy represents the sum of Total Direct and Administration Costs, the Reserve Account/Other Revenue Source adjustments. Only those costs related to the improvements identified as special benefits are levied and collected on the tax roll.

District Statistics:

Total Number of Parcels — The total number of parcels within the District boundary.

Total Parcels Levied — The total number of parcels within the District that are assessed. Non-assessable lots or parcels may include parcels of land principally encumbered by public right-of-ways, easements, common areas, and/or parcels within the boundaries of the District that currently do not benefit from the improvements due possibly to development restrictions.

Total Adjusted Front Footage (AFF) — Adjusted Front Footage (AFF) is the frontage of a parcel, adjusted to take into consideration configuration, such as irregular or corner parcels, and condominium parcels. The Total AFF shown in the District Budget, (Section IV B), represents the sum of all parcels' AFF that receive special benefits from the improvements.

Levy per AFF — This amount represents the rate being applied to each parcel's Adjusted Front Footage. The Levy per Adjusted Front Footage is the result of multiplying the Total Adjusted Front Footage times the Rate for the Fiscal Year.

Reserve Information:

Reserve Balance — The Reserve Balance eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the Fiscal Year. The Reserve Balance allows the District to retain sufficient funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through January or February (when the County provides the City with the first installment of assessments collected from the property tax bills). Additional funds may be collected each year to ensure adequate operating funds are available or the funds may be used to reduce the Balance to Levy. Using reserve amounts in this way allows the Levy rate to remain fairly constant, although District costs may fluctuate. The Estimated Beginning Reserve Balance reflects the projected funds available at the beginning of the current Fiscal Year (based on the projected revenues and expenses from the prior Fiscal Year). The Estimated Ending Reserve Balance reflects the projected funds that are anticipated at the end of the current Fiscal Year (assuming all revenues and expenditures occur as budgeted).

B. DISTRICT BUDGET FISCAL YEAR 2021/2022

BUDGET ITEMS	BUDGET AMOUNTS
DIRECT COSTS	
Employee Services	\$704,897
Supplies and Services	1,478,834
Capital Outlay	95,351
Direct Costs (Subtotal)	\$2,279,082
ADMINISTRATION COSTS	
City Administration Fee	\$159,946
District Administration	8,000
County Administration Fee	3,918
Administration Costs (Subtotal)	\$171,864
LEVY BREAKDOWN	
Total Direct and Admin. Costs	\$2,450,947
Reserve Collection (Transfer)	0
Revenue from Other Sources (Gas Tax)	0
Other Revenue/General Fund (Contribution)	(457,590)
Amount to Levy*	\$1,993,357
DISTRICT STATISTICS	
Total Number of Parcels	15,727
Total Parcels Levied	15,673
Total Adjusted Front Footage	837,919
Rate per AFF (Adjusted Front Foot)	\$2.3789
Maximum Rate per AFF	\$2.3789
RESERVE INFORMATION	
Beginning Reserve Balance	\$0
Reserve Fund Activity	0
Estimated Ending Reserve Balance	\$0

* Amount to Levy is slightly off from the sum of the Levy Breakdown amounts due to rounding.

The proposed assessment per Adjusted Front Footage ("AFF") for Fiscal Year 2021/2022 is **\$2.3789** per AFF, which has been rounded to the nearest ten thousandths.

REPORT UPDATES:

Fiscal Year 2021/2022, updates were made to the District Budget. These updates do not affect the amount to levy or the per parcel assessment rates.

RECOMMENDED ACTIONS:

- A. Adopt a Resolution approving the Engineer's Report for Maintenance District No.1 for Fiscal Year 2021/2022 which is necessary as a part of the subject proceedings; and
- B. Adopt a Resolution Initiating Annual Proceedings for the levy of the Fiscal Year 2021/2022 within Maintenance District No. 1

APPENDIX A - DISTRICT ASSESSMENT DIAGRAM

A District Diagram has been prepared for the District in the format required by the 1972 Act, and is on file with the City Clerk, and by reference is made part of this Report. The Assessment Diagram is available for inspection at the Office of the City Clerk, during normal business hours.

APPENDIX B - 2021/2022 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the County Assessor's Map for the year in which this Report is prepared.

Non-assessable lots or parcels include land principally encumbered by public or utility rights-of-way and common areas. These parcels will not be assessed.

A listing of parcels assessed within the District along with the proposed assessment amounts has been identified as "Fiscal Year 2021/2022 Assessment Roll", is on file with the City Clerk and is by reference made a part of this Report.

For Fiscal Year 2021/2022, estimated assessment amount for the District is \$1,993,357. This amount does not take into consideration parcel changes and delinquency rate of approximately 5.07% (based on Fiscal Year 2020/2021 first installment delinquency rate).

RECEIVED

Item No. 5

APR 6 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

8:00am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Special Meeting of: April 20, 2021
Originating Department: Parks & Recreation

Interim Director: Steve Costley/Int Interim City Manager: Chris Jeffers
Steve Costley Chris Jeffers

SUBJECT: AD HOC PLANNING COMMITTEE FOR THE CITY'S 100TH ANNIVERSARY CELEBRATION

PURPOSE: This item was continued from the regularly scheduled City Council Meeting of March 9, 2021. The purpose of this item is to consider establishing a committee to begin planning the City's 100th Anniversary Celebration.

RECOMMENDED ACTIONS: The City Council will consider adopting a Resolution establishing the "Centennial Celebration Planning Ad Hoc Committee" to begin making plans for the City's upcoming 100th Anniversary Celebration and appointing members to serve on this Ad Hoc Committee; and

- a. Each City Council Member will appoint two community members to serve as Ad Hoc Committee Members, subject to a majority vote of the City Council; and
- b. Appoint the Director of Parks & Recreation and the Management Analyst from the City Manager's Office as the staff liaisons.

FISCAL IMPACT: There is no fiscal impact. Creation of the Ad Hoc Committee does not require any additional funding or commit the City to any expenditures. All proposed costs and expenditures related to the activities of the Ad Hoc Committee and the proposed 100th Anniversary Celebration will first be approved by the City Council.

ALIGNMENT WITH COUNCIL GOALS: This action will support the City Council's goals to Increase Civic Engagement, Encourage Economic Development and Creating Stronger Neighborhoods.

ANALYSIS: The City will have its 100th anniversary of incorporation on January 20, 2023. Most cities that reach this landmark use the event as an opportunity for celebration, to draw attention to achievements of the City since its incorporation, and to look ahead at the potential opportunities that the future may bring. Such celebrations, if properly planned, can improve City spirit and morale, and provide a platform for promoting the "brand" of the City with developers, employers and potential residents.

In order to plan a successful event of this magnitude, a committee of involved and interested community members should begin the planning process at least two years prior to the actual event. More time allows for greater promotional opportunities and greater opportunities to secure sponsors and contributions to reduce the cost of the event to the City. With the current City Council Members being in office for the

next two years, now is an ideal time to establish the planning committee and begin recruiting and appointing interested members.

In checking with area agencies that have also had Centennial Celebrations, staff found that there were a variety of methods used to determine those who planned the events with several agencies using City Employees as essential to the process. Most cities used a combination of City general fund budget along with outside sponsorships to pay for events. Overall, there were several special events planned into most City's celebration but almost all of them used upgraded versions of their regular programs/events to promote the Centennial in their City.

BACKGROUND: South Gate's 100th Anniversary will soon be upon us and considering all the extraordinary changes in our community, this event creates an excellent opportunity to share, promote and celebrate our City's growth and evolution as a leader in the South East Los Angeles region, and as an example of good government. In order to properly plan such a celebration and take best advantage of this unique opportunity, staff is requesting that the City Council authorize the formation of a Centennial Celebration Planning Ad Hoc Committee to assist staff in planning this exciting event.

Staff is recommending that each City Council Member appoint two community members representing local businesses and organizations. This will result in an eleven member committee which appointments will be subject to a majority vote by the entire City Council. Staff will return to the City Council at least quarterly with updates and for approval of plans for the events, event budgets and schedules.

The event will be designed to highlight South Gate's recent achievements as well as its history. Local projects recently completed will hopefully be ready to be the stars of the show. Other local advancements such as the new Community College Campus will also be included as well as future opportunities such as the West Santa Ana Branch Rail Station. Every opportunity to include and promote our local business partners will also be included.

Part of the ceremonies should include the opening of a time capsule buried in front of City Hall as part of the 50th Anniversary Celebration which was intended to be opened and revealed at the 100th Anniversary Celebration in 2023. Sections of the sidewalk will need to be removed to reach the time capsule. The Ad Hoc Committee is also recommended to create and secure a new time capsule to be opened and revealed at the City's 200th Anniversary Celebration, if they wish.

Most importantly, this event should be a celebration of people, family, employees, businesses and organizations. Staff and the Ad Hoc Committee will plan and organize a number of social and recreational events that will bring our community and our residents together to enjoy 100 years of successes and to look forward to an even brighter future in South Gate.

ATTACHMENTS: Proposed Resolution
Centennial Survey

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, ESTABLISHING THE “CENTENNIAL CELEBRATION
PLANNING AD HOC COMMITTEE” TO BEGIN MAKING PLANS FOR
THE CITY’S UPCOMING 100TH ANNIVERSARY CELEBRATION AND
APPOINTING MEMBERS TO SERVE ON THIS AD HOC COMMITTEE**

WHEREAS, the City of South Gate (“City”) was incorporated on January 20, 1923, and January 20, 2023 will mark the City’s 100th Anniversary;

WHEREAS, the City has grown, prospered and become a leader in the South East Los Angeles region over the past 100 years;

WHEREAS, the City has many accomplishments, a colorful history and a bright future to celebrate and which to share with its residents, businesses and surrounding communities;

WHEREAS, the City endorses and encourages the community’s participation and contributions to commemorate this centennial celebration, to recognize its history and honor the various individuals, organizations, schools and businesses that have contributed to the community, making it what it is today and leading it into what it can be in the future; and

WHEREAS, the City Council recognizes that the City’s 100th anniversary milestone is a deserving celebration of people, family, employees, businesses and organizations.

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

SECTION 1. The City Council does hereby establish the Centennial Celebration Planning Ad Hoc Committee (“Ad Hoc Committee”) comprised of community members, the Director of Parks & Recreation and the Management Analyst from the City Manager’s Office.

SECTION 2. The City Council does hereby charge this Ad Hoc Committee with the planning and execution of an appropriate celebration of the City’s 100th Anniversary; shall identify milestones of South Gate that serve the residents, businesses and organizations, historical buildings, and historical events; shall establish a format for selecting those events that offer the best value, in terms of cost, memorable experience, and widest public interest; and provide regular updates to the City Council. This Ad Hoc Committee is not expected to be the central body to run every event, but to identify community partners to lead and assist in planning, funding, and executing events.

SECTION 3. The City Council does hereby authorize each City Council Member to appoint two community members to serve on this Ad Hoc Committee, subject to a majority vote by the City Council, until such time they are replaced by the appointing City Council Member.

SECTION 4. The City Council does hereby appoint the Director of Parks & Recreation and the Management Analyst from the City Manager’s Office as the City’s staff liaisons assigned to work with the Ad Hoc Committee Members as identified in Exhibit “A” attached hereto.

SECTION 5. This Ad Hoc Committee is a volunteer group of community leaders that will plan and organize events, and motivate residents to participate in the 100th Anniversary Celebration.

SECTION 6. This Ad Hoc Committee shall meet as needed to discuss matters. The Chairperson of this Ad Hoc Committee may call a meeting as necessary.

SECTION 7. This Ad Hoc Committee is effective April 20, 2021, and will terminate on January 31, 2024.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 20th day of April 2021.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

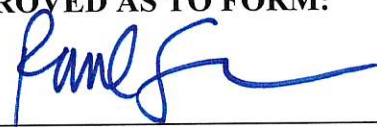
By:  _____
Raul F. Salinas, City Attorney

Exhibit "A"

Centennial Celebration Planning Ad Hoc Committee

Established: April 20, 2021 by Resolution No. 2021- -CC.

City Staff: Director of Parks & Recreation and Management Analyst from the City Manager's Office.

Name: Address: Phone #: Email: Appointed: By: Mayor Al Rios	Name: Address: Phone #: Email: Appointed: By: Mayor Al Rios
Name: Address: Phone #: Email: Appointed: By: Vice Mayor Maria del Pilar Avalos	Name: Address: Phone #: Email: Appointed: By: Vice Mayor Maria del Pilar Avalos
Name: Address: Phone #: Email: Appointed: By: Council Member Maria Davila	Name: Address: Phone #: Email: Appointed: By: Council Member Maria Davila
Name: Address: Phone #: Email: Appointed: By: Council Member Denise Diaz	Name: Address: Phone #: Email: Appointed: By: Council Member Denise Diaz
Name: Address: Phone #: Email: Appointed: By: Council Member Gil Hurtado	Name: Address: Phone #: Email: Appointed: By: Council Member Gil Hurtado

**CITY OF SOUTH GATE
CENTENNIAL CELEBRATION SURVEY OF CITIES**

	CITY OF MONTEBELLO	CITY OF BURBANK	CITY OF EL MONTE
SPECIAL COMMITTEE	Department Heads were the committee.	Residents & employees selected by the Parks & Recreation Director.	Event was held in 2011. Awaiting additional information.
STRUCTURE	Parks & Recreation took the lead.	Parks & Recreation took the lead.	
BUDGET AMOUNT/ FUNDRAISING	City budget, no fundraising.	Some fundraising; sold centennial memorabilia. Had sponsorships for memorabilia items and events.	Had sponsorships.
PROFESSIONAL HELP	All in house.	In house.	
TYPES OF EVENTS	Caravan throughout City. All other events were virtual: opening ceremony, photos of then & now, Mayor's speech.	Tickets were sold for all events, nothing was free. Formal gala with sit down dinner, a choir comprised of employees sang at the events. Social party event moving to different buildings in the City on different days; on the last day held a tea party recognizing a centennial resident.	Virtual events: Family puzzle. Monthly events.

All cities put a historical video or picture slide show on their website. Almost all piggybacked on their regular annual events.

**CITY OF SOUTH GATE
CENTENNIAL CELEBRATION SURVEY OF CITIES**

	CITY OF SANTA ANA	CITY OF GLENDORA	CITY OF EL CAJON
SPECIAL COMMITTEE	The Community Development Director hand picked City employees, 1 or 2 from each City Department.	Consisted of service clubs, schools, colleges, community-based organizations, churches, businesses, and residents, such as South Gate's Azalea Festival, different groups were in charge of events.	The City Council nominated 3 community members and a Council Member was selected as the Chairperson.
STRUCTURE	The Community Development Department took the lead.	The City Manager & Department Heads with subcommittees: Historical; Special Events; Marketing/Promotion/theme; and Sponsorships.	All City Departments helped and the Chairperson of the committee took the lead.
TYPICAL BUDGET/ FUNDRAISING	\$150,000 from the City Council; no fundraising; had sponsorships.	City Budget & sponsorships.	Budget was proposed by Parks & Recreation: \$43K for events and total budget was approximately \$57K. No fundraising.
PROFESSIONAL HELP	In house.	In house.	In house.
TYPES OF EVENTS	Piggybacked on regular City events. Displayed pictures of City's history on their website. Had one major event per month; photo exhibit at museum; 4th of July fireworks (no carnival); breakfast on main street; carnival with fireworks, bands, & dance groups; Blessing of the City at City Hall; Pool Party; Mariachi Festival; 5K; time capsule.	Historical video; newspaper printed City's historical information, old and current pictures, etc.; carnival with bands, dance groups, arts & crafts, etc. Food walk with entrance fee (as the Taste of South Gate).	Musical entertainment; a marketplace; vintage cars for each decade; a reunion of Stock Car Racers from days of the Cajon Speedway. There was kids crafts, pony rides, a petting zoo, a rock climbing wall, and a cowboy boot camp. A special dedication ceremony took place during the Centennial Celebration Kick-Off Event.

**CITY OF SOUTH GATE
CENTENNIAL CELEBRATION SURVEY OF CITIES**

	CITY OF EAST FERRIS	CITY OF EL CERRITOS	CITY OF SAN GABRIEL
SPECIAL COMMITTEE		Awaiting call from the Assistant City Manager.	A Centennial Executive Committee consisted of the City Council, City Manager & community members - total of 8. Subcommittee Chairpersons consisted of department heads & community members - total of 16.
STRUCTURE			Handled by Co-Chairpersons.
TYPICAL BUDGET/ FUNDRAISING	Sponsorships.		Centennial lunch held a year before for fundraising. The amount raised through fundraising is unknown and what was subsidized by the City.
PROFESSIONAL HELP	In house.		In house.
TYPES OF EVENTS	Piggybacked with regular events each month; annual clean-up day, bat house building workshop, heritage painting workshops, annual church picnic, youth coloring design contest, and house lighting decorating contest.		Centennial breakfast; dinner; time capsule and rose float; the City included the Historical Association with the planning of the event.

**CITY OF SOUTH GATE
CENTENNIAL CELEBRATION SURVEY OF CITIES**

	CITY OF TORRANCE	CITY OF LYNWOOD
SPECIAL COMMITTEE	Awaiting a call.	Awaiting email/call back. Lynwood staff thinks Parks & Recreation and Public Relations is handling.
STRUCTURE		
TYPICAL BUDGET/ FUNDRAISING		
PROFESSIONAL HELP		
TYPES OF EVENTS		

RECEIVED

APR 14 2021

City of South Gate

Item No. 6

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

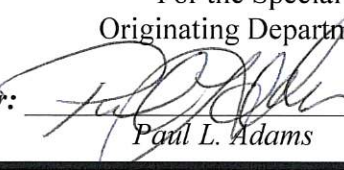
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AGENDA BILL

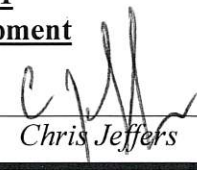
For the Special Meeting of: April 20, 2021

Originating Department: Community Development

Interim Director:


Paul L. Adams

Interim City Manager:


Chris Jeffers

SUBJECT: AMENDMENT NO. 4 TO CONTRACT NO. 3504 WITH INTERWEST CONSULTING GROUP, INC., FOR AS NEEDED INTERIM SENIOR PLANNER AND INTERIM ASSISTANT PLANNER CONSULTING SERVICES

PURPOSE: To amend the Professional Services Agreement with Interwest Consulting Group, Inc., to allow for final payment and to close the contract for providing Interim Senior Planner consulting services and including Interim Assistant Planner consulting services on an as needed basis until the recruitments for these positions are completed.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 4 to Contract No. 3504 with Interwest Consulting Group, Inc., retroactively effective June 1, 2020, increasing the amount of the contract in an amount not to exceed \$20,230 for Interim Senior Planner consulting services provided; and
- b. Authorize the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

GA/1524

FISCAL IMPACT: Funds in the amount of \$20,230 are currently budgeted within the Planning Division budget in Account Number 100-603-41-6101 (General Fund – Community Development – Professional Services).

ANALYSIS: It is necessary to approve proposed Amendment No. 4 to increase the amount of the contract to compensate Interwest Consulting Group, Inc., (Interwest) for Interim Senior Planner consulting services already provided prior to the contract expiration date. Proposed Amendment No. 4 is strictly to cover the contract amount overage (due to delay on filling position) to pay the final invoice and close out this contract.

BACKGROUND: On January 22, 2019, Contract No. 3504 with Interwest was approved in the amount of \$50,000 to provide Interim Senior Planner consulting services between January 22, 2019 and January 22, 2020. This Agreement was necessary to secure planning consulting services while the City recruits for a permanent Senior Planner to fill the vacancy.

On May 14, 2019, the City Council approved Amendment No. 1 to Contract No. 3504 for continued Interim Senior Planner consulting services in an amount not to exceed \$50,000. The funds allocated for Amendment No. 1 were expended. On September 10, 2019, the City Council approved Amendment No. 2 for continued Interim Senior Planner consulting services in the amount of \$50,000.

On January 14, 2020, the City Council approved Amendment No. 3 to secure continued Interim Senior Planner consulting services and an Interim Assistant Planner on an as-needed basis. Additional funds were needed to cover these consulting services until the Senior and Assistant Planner positions were filled and an additional \$50,000 was approved.

On July 20, 2020, the City received its final invoice from Interwest for Contract 3504. The amount of the invoice exceeded the amount of the agreement by \$20,230. Staff verified all charges and set aside funds within the current years budget with which to cover this overage. Unfortunately, the prior Director left employment with the City prior to being able to take this item to Council. Staff is now requesting that the City Council amend the agreement to include the remaining amount so that this contract can be closed. No additional services are being sought under this agreement.

Interwest offers a wide range of services covering planning, engineering and project management services for public agencies. Interwest is currently providing other services such as plan checking through other contracts with the City. These services cover all phases of project development from conceptual design through construction. Interwest has proven to have highly qualified staff that have worked with many public agencies.

- ATTACHMENTS:**
- A. Proposed Amendment No. 4
 - B. Amendment No. 3
 - C. Amendment No. 2
 - D. Amendment No. 1
 - E. Contract No. 3504

**AMENDMENT NO. 4 TO CONTRACT NO. 3504
FOR PROFESSIONAL SERVICES FOR INTERIM PLANNING CONSULTING
SERVICES BETWEEN THE CITY OF SOUTH GATE
AND INTERWEST CONSULTANT GROUP, INC.**

This Amendment No. 4 to Contract No. 3504 for Professional Services for Interim Planning Consulting Services ("Amendment No. 4"), is made and entered into on April 20, 2021; and retroactively effective June 1, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Interwest Consulting Group, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to a "Parties."

RECITALS

WHEREAS, on January 22, 2019, City and Consultant executed that certain Contract No. 3504 for Professional Services with Interwest Consulting Group, Inc. ("Agreement"), to retain Interim Senior Planner Consulting Services for a one (1) year term, through and including January 22, 2020, in an amount not to exceed Fifty Thousand Dollars (\$50,000);

WHEREAS, on May 14, 2019, the City Council approved Amendment No. 1 to the Agreement for continued Interim Senior Planner Consulting Services for an additional one (1) year term, through and including May 14, 2020, in an amount not to exceed Fifty Thousand Dollars (\$50,000), under the terms and conditions of the Agreement;

WHEREAS, on September 10, 2019, the City Council approved Amendment No. 2 to the Agreement for continued Interim Senior Planner Consulting Services for an additional one (1) year term, through and including September 10, 2020, in an amount not to exceed One Hundred Thousand Dollars (\$100,000), under the terms and conditions of the Agreement;

WHEREAS, on January 14, 2020, the City Council approved Amendment No. 3 to the Agreement for continued Interim Senior Planner Consulting Services for an additional one (1) year term, through and including January 14, 2021, and to include Interim Assistant Planner Consulting Services for a one (1) year term, through and including January 14, 2021, in an amount not to exceed Fifty Thousand Dollars (\$50,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a sum of Two Hundred Fifty Thousand Dollars (\$250,000); and

WHEREAS, City and Consultant desire to execute Amendment No. 4 retroactively effective June 1, 2020, through and including April 30, 2021, increasing the amount of the Agreement to an amount not to exceed Twenty Thousand Two Hundred Thirty Dollars (\$20,230), strictly to cover the amount overage to pay the final invoice for Interim Planning Consulting Services provided, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 to a total sum of Two Hundred Seventy Thousand Two Hundred and Thirty Dollars (\$270,230).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

1.0 SCOPE OF THE CONSULTANT'S SERVICES. Consultant agrees to provide the services and perform the tasks set forth in Exhibit "A."

2.0 TERM. The term of the Agreement is retroactively **effective June 1, 2020, through and including April 30, 2021**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein. The City may elect to terminate the Agreement at any time.

4.0 COMPENSATION. City shall pay Consultant for its professional services rendered and costs incurred in an amount not to exceed **Twenty Thousand Two Hundred Thirty Dollars (\$20,230)**. No additional compensation shall be paid.

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

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 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 / 186
Raul F. Salinas, City Attorney

INTERWEST CONSULTING GROUP, INC.:

By: _____
Terry Rodrigue, President

Dated: _____

Exhibit "A"

January 21, 2019

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



RE: Proposal to Provide Interim Sr. Planner

Mr. Perez,

Thank you for the opportunity to further serve the City of South Gate. Per our conversation, please accept this letter as our proposal to provide an Interim Senior Planner to work within your Planning Department. To provide these services, we propose **Steven Masura**, a highly qualified planner, at an hourly rate of \$100.

We understand that Mr. Masura will work on-site at City Hall full-time, Monday-Thursday, and will be available as needed for City Council and Planning Commission meetings and other events outside these hours. He is available to begin work on January 22, 2019.

We appreciate the opportunity to assist you. Please let me know if you have any questions, or if there are any other services we can provide.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Kashiwagi', is written over the typed name and title.

Mike Kashiwagi
Chief Operations Officer
Interwest Consulting Group

cc: Eric Norris

**AMENDMENT NO. 3 TO CONTRACT NO. 3504
FOR PROFESSIONAL SERVICES FOR INTERIM PLANNING CONSULTING
SERVICES BETWEEN THE CITY OF SOUTH GATE
AND INTERWEST CONSULTANT GROUP, INC.**

This Amendment No. 3 to Contract No. 3504 for Professional Services for Interim Planning Consulting Services ("Amendment No. 3") is made and entered into on January 14, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Interwest Consulting Group, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to a "Parties."

RECITALS

WHEREAS, on January 22, 2019, City and Consultant executed that certain Contract No. 3504 for Professional Services with Interwest Consulting Group, Inc. ("Agreement"), to retain Interim Senior Planner Consulting Services for a one (1) year term, through and including January 22, 2020, in an amount not to exceed Fifty Thousand Dollars (\$50,000); and

WHEREAS, on May 14, 2019, the City Council approved Amendment No. 1 to the Agreement for continued Interim Senior Planner Consulting Services for an additional one (1) year term, through and including May 14, 2020, in an amount not to exceed Fifty Thousand Dollars (\$50,000), under the terms and conditions of the Agreement; and

WHEREAS, on September 10, 2019, the City Council approved Amendment No. 2 to the Agreement for continued Interim Senior Planner Consulting Services for an additional one (1) year term, through and including September 10, 2020, in an amount not to exceed Fifty Thousand Dollars (\$50,000), under the terms and conditions of the Agreement; and

WHEREAS, City and Consultant desire to execute Amendment No. 3 to continue providing Interim Senior Planner Consulting Services through and including January 14, 2021, and to include Interim Assistant Planner Consulting Services for a one (1) year term, through and including January 14, 2021, in an amount not to exceed Fifty Thousand Dollars (\$50,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a sum of Two Hundred Thousand Dollars (\$200,000).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- 1.0 SCOPE OF THE CONSULTANT'S SERVICES.** Consultant agrees to provide the services and perform the tasks set forth in Exhibit "A" and made part of the

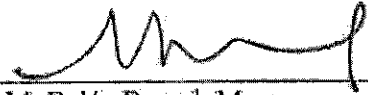
Agreement and this Amendment No. 3. The Scope of Work may be amended from time to time by way of a written directive from City.

- 2.0 TERM OF AGREEMENT.** The term of Agreement No. 3 shall be extended from date when the Agreement expired on September 10, 2020 to January 14, 2021, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein. The City may elect to terminate the Agreement at any time.
- 4.0 COMPENSATION.** City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Amendment No. 3 in accordance with the Consultant's fee and cost schedule included in Exhibit "A." The cost of services shall not exceed Fifty Thousand Dollars (\$50,000). No additional compensation shall be paid for any other expenses incurred unless first approved by the Director of Community Development. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business shall be waived and shall not be included on the Consultant's invoice to City.
- 6.7.2 INDEPENDENT CONTRACTOR.** Indemnification of CalPERS Determination- In the event that the 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.
- 2. EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.
- 3. EFFECTIVE DATE.** The effective date of this Amendment No. 3 is January 14, 2020, and will remain in effect through and including January 14, 2021, unless terminated otherwise in accordance with the terms of the Agreement.

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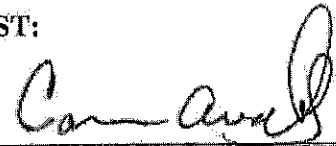
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:


By: 
M. Belén Bernal, Mayor

Dated: 1/14/2020

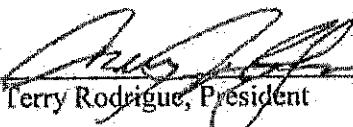
ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

INTERWEST CONSULTING GROUP, INC.:


Terry Rodriguez, President

Dated: 1/14/20

January 8, 2020

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



RE: Proposal to Provide Interim Planning Services

Mr. Perez,

Thank you for the opportunity to further serve the City of South Gate. Please accept this letter as our proposal to provide staff at the Interim Senior Planner and Interim Assistant Planner levels to work within your Planning Department. For these services, we propose Candida Neal, a highly qualified planner, to serve as a Senior Planner at an hourly rate of \$100. We are currently identifying candidates at the Assistant Planner level and anticipate the hourly rate for the Assistant Planner to be \$80.

We understand that Ms. Neal will work partially on-site at City Hall will be available as needed for City Council and Planning Commission meetings and other events outside these hours. We anticipate the Assistant Planner would be required to work onsite at City Hall with hours of service adjusted to meet the City's needs.

We appreciate the opportunity to assist you. Please let me know if you have any questions, or if there are any other services we can provide.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Kashiwagi", is written over the typed name and title.

Mike Kashiwagi
Chief Operations Officer
Interwest Consulting Group

cc: Eric Norris

**AMENDMENT NO. 2 TO CONTRACT NO. 3504
FOR PROFESSIONAL SERVICES FOR INTERIM SENIOR PLANNER
CONSULTING SERVICES BETWEEN THE CITY OF SOUTH GATE
AND INTERWEST CONSULTING GROUP, INC.**

This Amendment No. 2 to Contract No. 3504 for Professional Services for Interim Senior Planner consulting services ("Amendment No. 2") is made and entered into on September 10, 2019, by and between the City of South Gate, a municipal corporation ("City"), and Interwest Consulting Group, Inc., a California corporation, ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to a "Parties."

The City and the Consultant hereby agree as follows:

RECITALS

A. On January 22, 2019, City and Consultant executed that certain Contract No. 3504 for Professional Services with Interwest Consulting Group, Inc., ("Agreement"), to retain Interim Senior Planner consulting services for a one (1) year term, through and including January 22, 2020, in an amount not to exceed Fifty Thousand Dollars (\$50,000).

B. On May 14, 2019, the City Council approved Amendment No. 1 to the Agreement for continued Interim Senior Planner consulting services through and including May 14, 2020, and increased the Agreement by Fifty Thousand Dollars (\$50,000), for a total amount of One Hundred Thousand Dollars (\$100,000), under the terms and conditions of the Agreement.

C. The City does not have the personnel able and/or available to perform the services required under the Agreement and desires to continue to contract out for consulting services to Interwest Consulting Group, Inc.

D. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under the Agreement.

E. The City desires to contract with the Consultant to perform continued consulting services as described in Exhibit "A" attached to this Amendment No. 2, in an amount not to exceed One Hundred Thousand Dollars (\$100,000), bringing the aggregate total amount of the Agreement, Amendment No. 1 and Amendment No. 2 to Two Hundred Thousand Dollars (\$200,000), under the terms and conditions of Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Proposal attached hereto as Exhibit "A"

**Amendment No. 2 to
Contract No. 3504**

and made part of the Agreement and this Amendment No. 2. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. The term of Agreement is January 22, 2019 through and including May 14, 2020, unless otherwise expressly extended and agreed to by both Parties or terminated, in writing, by either Party as provided herein.

3.0 CITY AGENT. The Community Development Director, for the purposes of this Amendment No. 2, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Community Development Director has the authority to provide that approval or authorization.

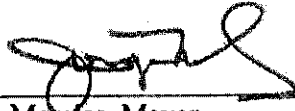
4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Amendment No. 2 in accordance with the Consultant's fee and cost schedule included in Exhibit "A" attached hereto. The total cost of services shall not exceed Two Hundred Thousand Dollars (\$200,000). No additional compensation shall be paid for any other expenses incurred unless first approved by the Community Development Director. Travel expenses (time, mileage) to attend business meetings and/or any other business associated shall be waived and shall not be indicated on the Consultant and sub consultant's invoice to the City.

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

[Remainder of page left blank intentionally.]


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

CITY OF SOUTH GATE:


By: 
Jorge Morales, Mayor

Dated: _____

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: 
Raul F. Salinas, City Attorney

INTERWEST CONSULTING GROUP, INC.:

By: 
Terry Rodriguez, President

Dated: 10/1/2019

January 21, 2019

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



RE: Proposal to Provide Interim Sr. Planner


Mr. Perez,

Thank you for the opportunity to further serve the City of South Gate. Per our conversation, please accept this letter as our proposal to provide an Interim Senior Planner to work within your Planning Department. To provide these services, we propose **Steven Masura**, a highly qualified planner, at an hourly rate of \$100.

We understand that Mr. Masura will work on-site at City Hall full-time, Monday-Thursday, and will be available as needed for City Council and Planning Commission meetings and other events outside these hours. He is available to begin work on January 22, 2019.

We appreciate the opportunity to assist you. Please let me know if you have any questions, or if there are any other services we can provide.

Sincerely,



Mike Kashiyagi
Chief Operations Officer
Interwest Consulting Group

cc: Eric Norris

AMENDMENT NO. 1
AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment No. 1 to Contract No. 3504, Agreement for Professional Services ("Amendment No. 1") is made and entered into by and between the City of South Gate (hereinafter referred to as "City"), and Interwest Consulting Group, Inc., a California corporation, (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. City and Consultant have previously executed that certain Agreement for Professional Services, dated January 22, 2019, Contract No. 3504 ("Agreement"), relating to Interim Senior Planner Services in the amount of \$50,000.

B. The City does not have the personnel able and/or available to perform the services required under this Agreement.

C. The City desires to contract out for consulting services to Interwest Consulting Group, Inc.

D. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

E. The City desires to contract with the Consultant to perform the services described in Exhibit A of this Amendment No. 1.

NOW, THEREFORE, THE CITY AND CONSULTANT AGREE AS FOLLOWS:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Proposal attached to as Exhibit "A" and made part of the Agreement and this Amendment No. 1. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Amendment No. 1 will become effective on **May 14, 2019** and will remain in effect for a period of **one (1) year** from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.


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

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Amendment No. 1 in accordance with the Consultant's fee and cost schedule included in the Exhibit "A". The cost of services shall not exceed **\$50,000.00**. No additional compensation shall be paid for any other expenses incurred unless first approved by the **Community Development Director**. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

5.0 NO MODIFICATIONS TO REMAINDER OF AGREEMENT. Except as so modified by this Amendment No. 1, the terms of the Agreement remain valid and are binding on the parties.

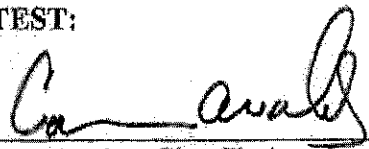
This Amendment No.1 is executed this 14th day of May, 2019, at South Gate, California.

CITY OF SOUTH GATE:



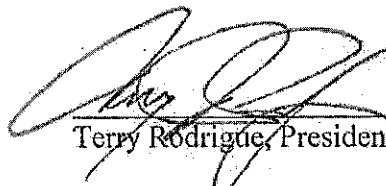
Jorge Morales, Mayor

ATTEST:



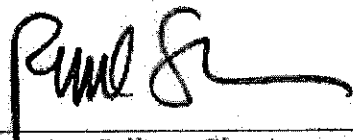
Carmen Avalos, City Clerk

CONSULTANT:



Terry Rodriguez, President

APPROVE AS TO FORM:



Raul F. Salinas, City Attorney

January 21, 2019

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



RE: Proposal to Provide Interim Sr. Planner

Mr. Perez,

Thank you for the opportunity to further serve the City of South Gate. Per our conversation, please accept this letter as our proposal to provide an Interim Senior Planner to work within your Planning Department. To provide these services, we propose **Steven Masura**, a highly qualified planner, at an hourly rate of \$100.

We understand that Mr. Masura will work on-site at City Hall full-time, Monday-Thursday, and will be available as needed for City Council and Planning Commission meetings and other events outside these hours. He is available to begin work on January 22, 2019.

We appreciate the opportunity to assist you. Please let me know if you have any questions, or if there are any other services we can provide.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Kashiwagi', is written over a large, faint circular stamp or watermark.

Mike Kashiwagi
Chief Operations Officer
Interwest Consulting Group

cc: Eric Norris

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into by and between the City of South Gate (hereinafter referred to as "City"), and Interwest Consulting Group, Inc., a California corporation, (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services to Interwest Consulting Group, Inc.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services described in Exhibit A of this Agreement.

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

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Proposal attached to as Exhibit A and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on **January 22, 2019** and will remain in effect for a period of **one (1) year** from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

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

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Consultant's fee and cost schedule included in the Proposal. The cost of services shall not exceed **\$50,000.00**. No additional compensation shall be paid for any other expenses incurred

unless first approved by the **Community Development Director**. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

4.1 The Consultant shall submit to the City a bill for services according to the project schedule included in the Proposal. The City shall pay the Consultant upon thirty (30) days of receipt of the invoice.

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

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.

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

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the Finance Director or Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City, which shall not be unreasonably determined.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily

completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

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

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments.

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

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

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

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

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant agrees to indemnify, defend and hold harmless the City and/or any other City agency, for/from any and all claims or actions of any kind

asserted against the City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this agreement, excepting only such claims or actions which may arise out of sole or active negligence of the City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of the Consultant.

6.6 Compliance With Applicable Law. The consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

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

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

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

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

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

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

d) Whenever in this Agreement the context may so require, the

masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all parties herein.

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

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

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The 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.

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

6.15 Mitigation of Damages. In all such situations arising out of this

Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

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

6.17 Attorney's Fees. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Joe Perez, Director of Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

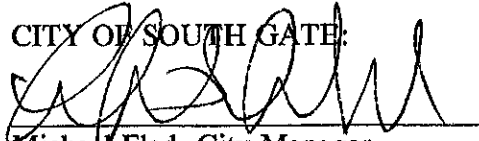
TO CONSULTANT: Mike Kashiwagi, Chief Operations Officer
Interwest Consulting Group, Inc.
15140 Transistor Lane
Huntington Beach, CA 92649

6.20 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.


6.21 Consultation With Attorney. CONTRACTOR warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

6.22 Interpretation Against Drafting Party. CITY and CONTRACTOR agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither side may claim that the interpretation of the agreement shall be construed against either party solely because that party drafted all or a portion of the agreement, or the clause at issue.


This Agreement is executed this 22nd day of January, 2019, at South Gate, California.

CITY OF SOUTH GATE:

Michael Flad, City Manager

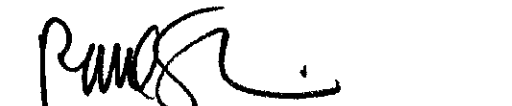
ATTEST:


Carmen Avalos, City Clerk

CONSULTANT:


Mike Kasbiwagi, Chief Operations Officer
Terry Rodrigue, President

APPROVE AS TO FORM:


Raul F. Salinas, City Attorney

January 21, 2019

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



RE: Proposal to Provide Interim Sr. Planner

Mr. Perez,

Thank you for the opportunity to further serve the City of South Gate. Per our conversation, please accept this letter as our proposal to provide an Interim Senior Planner to work within your Planning Department. To provide these services, we propose **Steven Masura**, a highly qualified planner, at an hourly rate of \$100.

We understand that Mr. Masura will work on-site at City Hall full-time, Monday-Thursday, and will be available as needed for City Council and Planning Commission meetings and other events outside these hours. He is available to begin work on January 22, 2019.

We appreciate the opportunity to assist you. Please let me know if you have any questions, or if there are any other services we can provide.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Kashiwagi', is written over the typed name and title.

Mike Kashiwagi
Chief Operations Officer
Interwest Consulting Group

cc: Eric Norris

RECEIVED

APR 14 2021

City of South Gate

Item No. 7

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:15am

AGENDA BILL

For the Special Meeting of: April 20, 2021

Originating Department: Public Works

Department Director: _____

Arturo Cervantes
Arturo Cervantes

Interim City Manager: _____

Chris Jeffers
Chris Jeffers

SUBJECT: AGREEMENT WITH KREUZER CONSULTING GROUP, INC., FOR ENGINEERING DESIGN SERVICES FOR THE EAST ALEMEDA STREET SIDEWALK IMPROVEMENTS PROJECT, CITY PROJECT NO. 660-ST

PURPOSE: The East Alameda Street Sidewalk Improvements Project (Project) is a part of the Capital Improvement Program. Its purpose is to provide safe pedestrian access to and from Simon Rodia High School. The City Council is recommended to award the proposed contract to Kreuzer Consulting Group, Inc., to provide engineering design services on the Project.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Agreement with Kreuzer Consulting Group, Inc., for engineering design services for the East Alameda Street Sidewalk Improvements Project, City Project No. 660-ST, in an amount not-to-exceed \$75,465; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

GA/12/20 **FISCAL IMPACT:** There is no fiscal impact to the General Fund. The Project is budgeted in the Capital Improvement Program in the amount of \$700,000, with Senate Bill 1 (SB 1) Funds. The Project budget is summarized in the table below:

Project Phase	SBI Funds
	Acct. No. 311-790-31-9584
Design Services Contract	\$75,465
Design Services Contingency	\$10,000
Project Management (5%)	\$24,535
Construction Services	\$590,000
Total Project Cost:	\$700,000

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

ANALYSIS: The proposed agreement with Kreuzer Consulting Group, Inc., (KCG), is necessary to provide engineering design services in order to bid and construct the Project. The negotiated contract amount is \$75,465. The fee is reasonable and within the acceptable industry standards for engineering design services for a project of this type and size.

BACKGROUND: The Project is part of the City's Capital Improvement Program. It entails the construction of sidewalk along the south side of Sequoia Drive, from East Alameda Street to the cul-de-sac to the east, and along the east side of East Alameda Street from Sequoia Drive to Seminole Avenue.

The work will include construction of new sidewalks; reconstruction of existing curb, gutters, driveways, wheelchair ramps and pavement improvements; and modifications of, or relocations to, existing rolling gates, parking lots, street lights, water meter vaults, entry monuments, irrigation systems, landscaping and striping improvements.

On January 14, 2021, a Request for Proposals (RFP) for engineering design services was released. On February 16, 2021, eighteen (18) proposals were received, and are summarized in Attachment "D."

As part of the quality based selection process used in selecting the design firm, a technical panel comprised of Albert Mendoza, P.E., Assistant Director of Public Works from the City of Montebello, Josef Kekula, Superintendent of Public Works Maintenance from the City of Downey and Gladis Deras, Senior Engineer from the City of South Gate, evaluated the proposals. The top five firms were interviewed by the panel, via Zoom, which included CSG Consultants, CWE Corp., Dokken Engineering, KCG and Onward Engineering. The quality based selection process weighed a number of factors, including project manager and team qualifications, experience in similar projects and understanding of the scope of work.

Based on the evaluation criteria, KCG received the highest ranking from the panel (See Attachment "C"). KCG, who is located in Seal Beach, California, offers the following:

- **Qualified Project Manager** – KCG offers a Project Manager that is a licensed Professional Civil Engineer. With more than 37 years of public and private sector experience, the Project Manager has worked on numerous street, traffic, water and sewer improvements projects for various agencies.
- **Successful Track Record** – KCG has been in business for over 17 years. The references contacted were satisfied with the engineering services provided by KCG, Inc.
- **Experience on Similar Projects** – KSG has successfully completed design in similar public works type projects in the cities of Irvine, Tustin, Alhambra, Anaheim, San Clemente and Arcadia, California.
- **Negotiated Competitive Fees** – KSG submitted an original fee proposal of \$87,860. After a review of the needed right-of-way services required, it was determined that these were not going to be as extensive as originally thought and therefore the fees were negotiated down to \$75,465. The proposed fee is reasonable and within the acceptable industry standard.

Design is projected to start in early May 2021 and be completed in late September 2021.

- ATTACHMENTS:**
- A. Proposed Professional Services Agreement
 - B. Project Location Map
 - C. Consultant Selection Ranking
 - D. Consultant's Fees

EM:lc

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ENGINEERING DESIGN SERVICES FOR THE EAST ALAMEDA
STREET SIDEWALK IMPROVEMENTS PROJECT, CITY PROJECT
NO. 660-ST BETWEEN THE CITY OF SOUTH GATE AND
KREUZER CONSULTING GROUP, INC.**

This Agreement for Engineering Design Services for the East Alameda Street Sidewalk Improvements Project ("Agreement"), is made and entered into on April 20, 2021, by and between the City of South Gate, a municipal corporation ("City"), and Kreuzer Consulting Group, 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 professional services for the Engineering Design Services for the East Alameda Street Sidewalk Improvements Project, City Project No. 660-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 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 SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the 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 **Seventy-Five Thousand Four Hundred Sixty-Five Dollars (\$75,465)** as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Assistant City Manager/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 as of April 20, 2021, and will remain in effect through and including completion of the Proposal as indicated in Exhibit "A" hereto or June 30, 2022, 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 Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

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

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry,

sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled 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. Consult 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 Exhibit “A” 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, P.E.
 Assistant City Mgr./Dir. of Public Works
 8650 California Avenue
 South Gate, CA 90280
 E-mail: acervantes@sogate.org

WITH COURTESY COPY TO:
 City of South Gate
 Carmen Avalos
 City Clerk
 8650 California Avenue
 South Gate, CA 90280
 E-mail: cavalos@sogate.org

TO CONSULTANT:
 Kreuzer Consulting Group, Inc.
 Rick Kreuzer, P.E.
 President
 320 Main Street, Unit D
 Seal Beach, CA 90740
 E-mail: rick@kreuzerconsulting.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

KREUZER CONSULTING GROUP, INC.:

By: _____
Rick Kreuzer, P.E., President

Dated: _____



PROPOSAL
Professional Design Services for
East Alameda Street
Sidewalk Improvement Project
City Project No. 660-ST



Prepared for:
City of South Gate



Submitted By:
Kreuzer Consulting Group
320 Main Street Unit D
Seal Beach, CA 90740

Contact: Rick Kreuzer, PE
(714)656-0160



April 1, 2021

Mr. Arturo Cervantes, PE
Assistant City Manager/Director Public Works
City of South Gate
8650 California Avenue
South Gate, CA 90280

Re: Revised Proposal for Professional Design Services for the East Alameda Street Sidewalk Improvement Project, City Project No. 660-ST

Dear Mr. Cervantes,

The Kreuzer Consulting Group (KCG) appreciates the opportunity to submit this revised proposal. We have delivered many similar pedestrian sidewalk improvement project over the last 5 years for the Cities of Downey, Tustin, San Clemente, Irvine, Brea, Anaheim and Arcadia.

In conformance with the RFP, our enclosed proposal is formatted as follows:

1.0	Company Overview.....	Page 1
2.0	Project Team	Page 2
3.0	Relevant Experience	Page 4
4.0	Project Approach	Page 9
	4.1 Overview	Page 9
	4.2 Scope of Work	Page 15
	4.3 Schedule	Page 17
5.0	Hourly Rate Schedule	Page 19

We have limited the proposal to 20 pages and our fee proposal is submitted separately per the RFP requirements.

We trust this proposal meets your expectations. We have prepared this revised proposal in conformance with the RFP dated 1/14/21 and Addendum #1 issued on 1/21/21, a signed copy of which is attached to this cover letter. We have also incorporated revisions based on discussions with Emilio Murga on 4/1/21. This proposal shall remain valid for a period of 90 days from the date shown hereon.

If you have any questions or require additional information, please do not hesitate to contact me at any time.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'R. Kreuzer', is written over a white background.

Rick Kreuzer, PE
President



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 357-9657
FAX: (323) 563-9572

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

DATE: January 21, 2020
TO: Prospective Proponents
FROM: Emilio M. Murga, P.E., Consultant City Engineer *EM*
SUBJECT: ADDENDUM NO. 1

**RFP for Design Services
East Alameda Street Sidewalk Improvements Project,
City Project No. 660-ST**

This addendum consists of two (2) pages.

1. Proposal Requirements, page 8, first paragraph should read: "To be considered, Consultants must submit a proposal (under 20 pages) in a concise, well organized manner and shall include (but not limited to) the following:".
2. Existing street lights along East Alameda Street and along Sequoia Drive are City owned and maintained.
3. Electronic proposals will be accepted in lieu of hardcopy proposals. The submission date and time remain unchanged.

Please direct all electronic proposals to:

Mr. Emilio M. Murga, P.E.
Project Manager
Email: emurga@sogate.org

Also provide copy to Jose Loera, Acting Assist. City Engineer: jloera@sogate.org

Please direct all hardcopy proposals to:

City Clerk's Office
Attn: Emilio M. Murga, Project Manager
City of South Gate
8650 California Avenue, South Gate, CA 90280

4. Additional information:

- a. Tract Map No. 17995
- b. Assessor's Map, Book 6207, Page 036
- c. E. Alameda Street Improv. Plans, M24-34
- d. Sequoia Drive Improv. Plans, M34-04
- e. Sequoia Drive Improv. Plans, M19-50
- f. Photos for East Alameda Street, east side.
- g. Photos for Sequoia Drive, south side.

END OF ADDENDUM NO. 1

ADDENDUM ACKNOWLEDGEMENT

Proponent acknowledges the receipt of this Addendum No. 1 which shall be attached to the Bid.

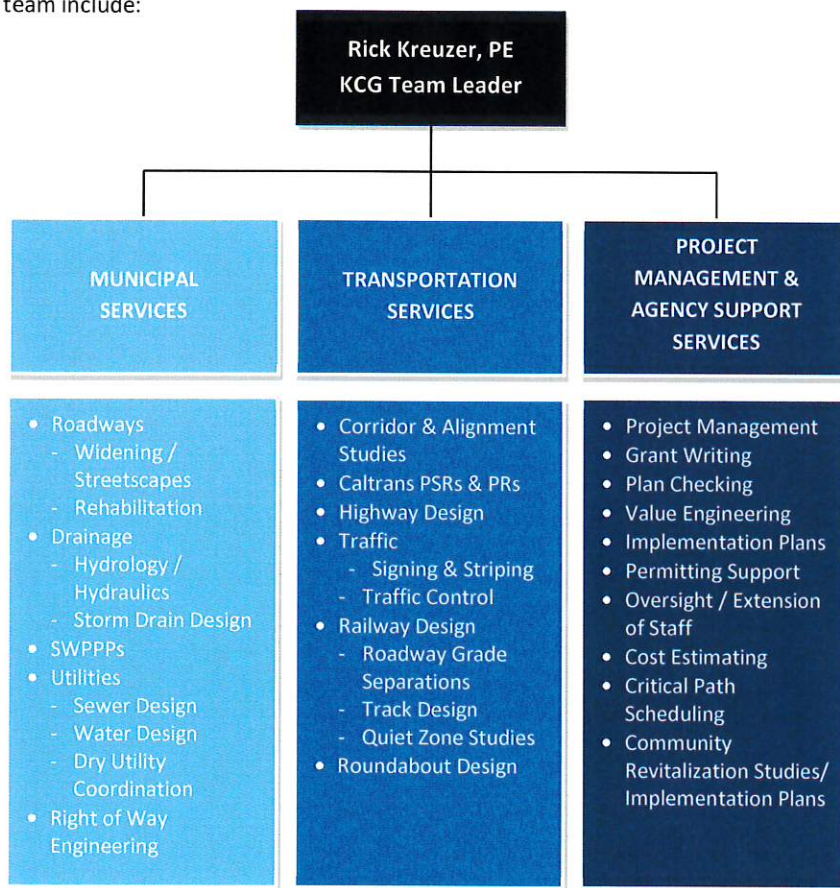
Signature and Title

Date

1.0 COMPANY OVERVIEW

BACKGROUND: The Kreuzer Consulting Group (KCG) is a California corporation. We are a subsidiary of RAK Development Inc. We were formed July 1, 2004 by our president and founder, Rick Kreuzer. Mr. Kreuzer has spent his entire 36+ year professional career as a civil engineering design consultant serving the public sector. We are based in Seal Beach, California and employee staff size of 12.

SERVICES: Municipalities, counties, and public agencies as a whole, face diverse challenges when planning and implementing improvements to public infrastructure. Public planning issues, environmental constraints, and the concerns of local residents all have the potential to impact a project’s bottom line. KCG has created a network of resources, both in-house and through long-standing relationships with quality subconsultants, to provide clients with “one-stop shopping” in all of the technical disciplines necessary to address these issues. Services provided by the KCG team include:



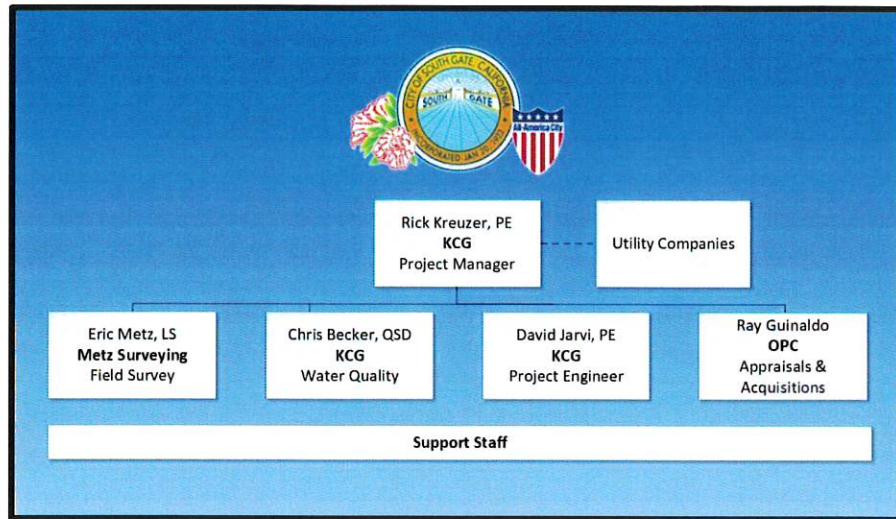
Mission Statement
KCG will be a “client-driven” firm, focused on providing top quality products and services, always exceeding the expectations of those we serve. Our ultimate goal will be to add value to our clients’ projects and organizations with each and every endeavor we undertake. In the end, KCG will be known as a reputable and responsive firm who truly cares about their clients. In our clients’ eyes, a very difficult or critical project will always be “a job for KCG”.

“The quality of their plans and project deliverables is always excellent. Most importantly, the City appreciates the value Mr. Kreuzer and his team provide us, which is a direct result of the proactive and day to day hands on management approach Mr. Kreuzer brings to all of our projects, large and small. We would highly recommend KCG for your engineering needs.”

- Natalie Meeks, PE, Former Director of Public Works, City of Anaheim and National APWA Top 10 Leader of the Year, 2015

2.0 PROJECT TEAM

Our project team will be structured as follows:



The KCG Project Manager for this project will be **Rick Kreuzer**. Mr. Kreuzer is the founder and president of KCG. He has over 37 years of professional design experience focused predominately on roadway improvement and public works design projects in Southern California. Over the last 10+ years, Mr. Kreuzer has managed the completion of the following similar projects:

- ❖ Concordia Sidewalk Improvements, San Clemente, CA
- ❖ FY 18/19 SB1 Street Rehabilitation, Alhambra CA
- ❖ FY 19/20 SB1 Street Rehabilitation, Alhambra CA
- ❖ Neighborhood Streets, West Covina, CA
- ❖ College Park East Neighborhood, Seal Beach, CA
- ❖ Old Town Neighborhood, Seal Beach, CA
- ❖ Sabina Neighborhood Streets, Anaheim, CA
- ❖ Country Road Subdivision Streets, Brea, CA
- ❖ FY 18/19 SB1 Residential Streets, Gardena, CA
- ❖ FY 18/19 SB1 Residential Streets, Downey, CA
- ❖ Balboa Peninsula Alleys, Newport Beach, CA
- ❖ FY 17/18 Residential Streets, San Juan Capistrano, CA
- ❖ Arterial Highway Street Improvements, Arcadia, CA
- ❖ State College Blvd Improvements, Brea, CA
- ❖ Lambert Road Rehabilitation, Brea, CA
- ❖ Jamboree Road Reconstruction, Irvine, CA
- ❖ Western Avenue Rehabilitation, Gardena, CA
- ❖ Huntington Sidewalk Improvements, Arcadia, CA
- ❖ IBC Sidewalk Improvements, Irvine, CA

Mr. Kreuzer is a “hands-on” project manager who gets involved in the actual day to day design activities on all of his projects. This allows him to be a very effective single point of contact for all project issues. Most importantly, he knows what cities want from their consultants.....to take ownership of the project and proactively lead it and do not expect the City staff to babysit the consultant team or drive the project process. It is Mr. Kreuzer’s “no nonsense get it done approach” which has resulted in the long list of repeat work from his municipal clients.

Assisting Mr. Kreuzer with the day to day civil design of the project will be **David Jarvi, PE**. Mr. Jarvi has been Mr. Kreuzer’s primary Project Engineer for the last 22 years. He is proficient with the use of AutoCAD software and has a thorough understanding of street design and ADA compliance requirements.

Chris Becker is KCG’s Stormwater Quality expert. Mr. Becker has 25 years of professional experience in the public works industry, He is a Qualified SWPPP Developer and Practitioner (QSD/QSP), Certified Professional in Erosion and Sediment Control and Certified Sediment and Stormwater Inspector. Mr. Becker has significant experience preparing, processing and permitting of Water Quality Management Plans (WQMP), Storm Water Pollution Prevention Plans (SWPPP), Caltrans Storm Water Data Reports (SDR) and Water Pollution Control Plans (WPCP).

Mr. Guinaldo of OPC has over 30 years of real estate experience and is knowledgeable of municipal and governmental procedures and regulations relating to property acquisition (full-and-part-takes) and excess land dispositions. He is responsible for both residential and commercial acquisitions in public and private sector client acquisition projects and is knowledgeable of the relocation procedures for both residential owners and tenants. Mr. Guinaldo provides training to OPC staff and is bi-lingual in English/Spanish.

Mr. Eric Metz of Metz Surveying will complete all field surveying for the project. Mr. Metz is a California-licensed third generation surveyor with 20 years of professional experience. He has completed all survey work for KCG projects in the last 5 years.

Table 1 below provides a synopsis of the KCG team’s key personnel qualifications and availability.

TABLE 1 – KEY TEAM MEMBER QUALIFICATIONS / AVAILABILITY SYNOPSIS							
Name	Firm	Project Responsibility	Years of Experience	Education	California License Type/No	Experience Working on Similar Projects	% Available
Rick Kreuzer	KCG	Project Manager	37	BS	PE/42407	✓	20%
David Jarvi	KCG	Project Engineer	22	BS	PE/66792	✓	35%
Chris Becker	KCG	Water Quality	25	BS	QSD/24331	✓	30%
Eric Metz	Metz	Survey	19	AA	LS/9198	✓	25%
Roy Guinaldo	OPC	R/W Acquisition	31	BA		✓	20%

Personal resumes for the KCG Team members can be provided upon request.

3.0 RELEVANT EXPERIENCE

In conformance with the RFP, the following are recent similar projects completed by KCG:

Concordia Sidewalk Improvements

San Clemente, CA

Prime Consultant: Kreuzer Consulting Group
Project Manager: Rick Kreuzer, PE
Firm Role: Project Management & Design
Contract Value: \$80,000
Subconsultants: None
Construction Value: \$1,000,000
Final Construction Cost: \$1,000,000
Design Completed: 2017
Construction Completed: 2018
Contracting Agency: City of San Clemente
References: Jennifer Rosales, PE
(714)754-5343
**Now working with City of Costa Mesa*



KCG completed the design of 2 miles of sidewalk, driveway and access ramp improvements along Avenida Del Presidente under a "Safe Routes to School" grant received by the City of San Clemente. This project also included traffic calming improvements at the corridor intersections in the form of corner bulbouts which improved sight distance and reduced the street width school children have to cross at each intersection.

Huntington Avenue Improvements

Arcadia, CA

Prime Consultant: Kreuzer Consulting Group
Project Manager: Rick Kreuzer, PE
Firm Role: Project Management & Design
Contract Value: \$160,000
Subconsultants: Wright Engineering
Construction Value: \$1.6 M
Final Construction Cost: N/A
Design Completed: 2019
Construction Completed: Ongoing
Contracting Agency: City of Arcadia
References: Kevin Merrill
Principal Civil Engineer
(626)574-5481
kmerrill@arcadiaca.gov



KCG completed the final design for curb and gutter, sidewalk, driveway and street rehabilitation improvements in the downtown commercial core on the City of Arcadia. This project included the reconstruction of 24 driveways and 18 access ramps to meet ADA requirements

Duarte Road Improvements

Arcadia, CA

Prime Consultant: Kreuzer Consulting Group
Project Manager: Rick Kreuzer, PE
Firm Role: Project Management & Design
Contract Value: \$60,000
Subconsultants: None
Construction Value: \$700,000
Final Construction Cost: \$700,000
Design Completed: 2018
Construction Completed: 2019
Contracting Agency: City of Arcadia
References: Kevin Merrill
Principal Civil Engineer
(626)574-5481
kmerrill@arcadiaca.gov



KCG completed the design of a 1 mile long street rehabilitation project in the City of Arcadia. This project included the design of street reconstruction/rehabilitation, ADA compliant access ramps and reconstruction of damaged curb & gutter and sidewalk. This project was partially funded with federal funds.

Sabina Neighborhood Improvements

Anaheim, CA

Prime Consultant: Kreuzer Consulting Group
Project Manager: Rick Kreuzer, PE
Firm Role: Project Management & Design
Contract Value: \$150,000
Subconsultants: None
Construction Value: \$4 M
Final Construction Cost: TBD
Design Completed: 2017
Construction Completed: Portion 2019- Balance pending
Contracting Agency: City of Anaheim
References: Cesar Carrillo, PE
Principal Engineer
(714) 765-5175
ccarrillo@anaheim.net



KCG was retained to complete residential street rehabilitation improvements for the 1 square mile Sabina Neighborhood in northeast Anaheim. This project included removal and replacement of curb, gutter and sidewalk, new driveways and alley approaches, street reconstruction and rehabilitation and implementation of full ADA compliant ramps for over 10 centerline miles of residential streets.

Alhambra Residential Street Rehabilitation FY 18-19

Alhambra, CA

KCG completed the final design for approximately 6 miles of residential and arterial streets in the City of Alhambra. This project included the removal and replacement of distressed curb, gutter, sidewalk and driveways as well as the reconstruction of all non-compliant access ramps and driveways.



Prime Consultant: Kreuzer Consulting Group
Project Manager: Rick Kreuzer, PE
Firm Role: Project Management & Design
Contract Value: \$80,000
Subconsultants: None
Construction Value: \$2.1 M
Final Construction Cost: \$2.1 M
Design Completed: 2019
Construction Completed: Ongoing
Contracting Agency: City of Alhambra
References: Stephanie Sandoval
Engineering Associate
(626)570-5067
ssandoval@cityofalhambra.org

FY 17-18 Street Rehabilitation Improvements

West Covina, CA

Prime Consultant: Kreuzer Consulting Group
Project Manager: Rick Kreuzer, PE
Firm Role: Project Management & Design
Contract Value: \$70,000
Subconsultants: None
Construction Value: \$1.2 M
Final Construction Cost: TBD
Design Completed: 2018
Construction Completed: Pending (2019)
Contracting Agency: City of West Covina
References: Chino Consunji, PE
Former DPW
(562) 904-7102
dconjunji@downeyca.org
**Now working with the City of Downey*

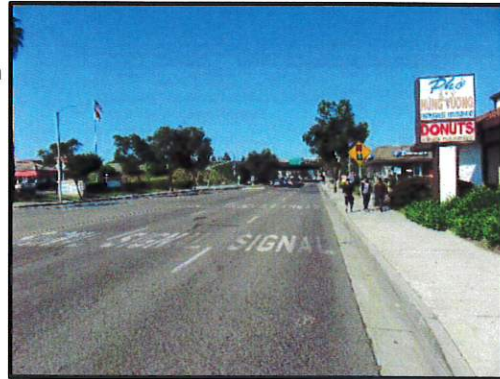
KCG completed the design of the approximately 6 centerline miles of residential street improvements including the construction of ADA compliant ramps and driveways. The project improvements included a combination of slurry seal, chip seal, overlay and full R&R remediation measures. The design also included the preparation of traffic control details and detouring diagrams. A comprehensive set of specifications were prepared detailing resident notification requirements, trash pickup schedules and property access requirements during construction.



Newport Avenue Rehabilitation Improvements

Tustin, CA

Prime Consultant: Kreuzer Consulting Group
Project Manager: Rick Kreuzer, PE
Firm Role: Project Management & Design
Contract Value: \$100,000
Subconsultants: None
Construction Value: \$1.6M
Final Construction Cost: TBD
Design Completed: 2020
Construction Completed: Pending
Contracting Agency: City of Tustin
References: Eric Johnson
Principal Engineer
(714)573-3320
ejohnson@tustinca.org



KCG is currently completing design for roadway rehabilitation improvements for Newport Avenue between Sycamore Avenue to Holt Avenue, a distance of 7,850 feet in the City of Tustin. This project also included design of sidewalk improvements and reconstruction of numerous access ramps to bring Newport Avenue corridor in full compliance with ADA standards.

IBC Sidewalk Improvements

Irvine, CA

Prime Consultant: Kreuzer Consulting Group
Project Manager: Rick Kreuzer, PE
Firm Role: Project Management & Design
Contract Value: \$160,000
Subconsultants: Nuvis
Construction Value: \$2 M
Final Construction Cost: None
Design Completed: Pending-2021
Construction Completed: Pending
Contracting Agency: City of Irvine
References: Tim Callahan
949-
tcallahan@cityofirvine.org



KCG was recently retained by the City of Irvine to design pedestrian sidewalk improvements at 11 project locations within the Irvine Business Complex (IBC). This project includes grading design, utility coordination, ADA compliance and stormwater quality improvements.

The following are three public agency references who can attest to KCG's quality of work on similar projects:

Cesar Carillo, PE City of Anaheim Principal Engineer (714) 765-5175 ccarrillo@anaheim.net	Doug Stack, PE City of Tustin Director of Public Works (714) 573-3163 dstack@tustinca.gov	Phil Wray, PE City of Arcadia City Engineer (626) 574-5415 pwray@arcadiaca.gov
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KCG Testimonials

"The KCG Team has used a very proactive, collaborative approach to develop an exciting Downtown revitalization design which has been well received by the City management and Council. Their Teams creativity, balanced with an attention to construction details, has been instrumental in building community-wide consensus for the project which will serve to reestablish our downtown and revitalize our community."

Chino Consunji, PE
Former Director of Public Works/ City Engineer
City of West Covina

"The quality of their plans and project deliverables is always excellent. Most importantly, the City appreciates the value Mr. Kreuzer and his team provide us, which is a direct result of the proactive and day to day hands on management approach Mr. Kreuzer brings to all of our projects, large and small. We would highly recommend KCG for your engineering needs."

Natalie Meeks, PE, Former Director of Public Works, City of Anaheim and National APWA Top 10 Leader of the Year, 2015

"The KCG Team was instrumental in developing the vision for Fiesta District Revitalization Program by working closely with a wide variety of stakeholders to build consensus. They worked effectively and proactively with the contractor, City staff and management, and the Public and other stakeholders to deliver the initial project in the District, a much needed streetscape enhancement of the Southern Avenue Corridor."

Mark Ahlstrom- Deputy City Engineer
City of Mesa, AZ

"The Kreuzer Consulting Group and their team did an excellent job of completing the design on time and under budget for the Arizona Avenue Improvement Project. They exceeded our expectations in overcoming numerous challenges to provide excellent plans for the gateway into downtown Chandler."

Dan Haskins, Project Manager
City of Chandler, AZ

4.0 PROJECT APPROACH

4.1 Project Overview

The City of South Gate desires to construct new pedestrian sidewalks on two streets, summarized as follows:

- East side of Alameda Street
from Seminole Ave. to Sequoia Dr900 LF

- South side of Sequoia Drive
from Alameda Street to Cul De Sac1,200 LF

TOTAL 2,100 LF

The project objective is to provide continuous ADA-compliant sidewalks at these locations for the purpose of providing safe access to and from Simon Rodia High School. In order to get a complete understanding of and fine tune the scope of work for the project, KCG has completed the following in preparation of this proposal:

- Collected AP and right of way record maps
- Reviewed as-built drawings
- Conducted a thorough field review of the project and documented existing site conditions with photographs

Based on these efforts, KCG has completed an initial Concept Plan for the project. This Concept Plan is depicted on the pages 11 (Alameda) and 12 (Sequoia). The Concept Plan is not intended to be “the solution” for the project but rather a starting point which highlights key project constraints and opportunities along each street. This plan also helps us drill down the scope of work for the project. The following provides a brief discussion regarding the existing conditions and proposed improvements along each street followed by a summary of right of way requirements and estimated project costs.

East Alameda Street

Exhibit A on sheet 11 provides a graphical depiction of site along with potential proposed improvements. Along the east side of Alameda Street the centerline to curb face width is 31 feet. The existing right of way is 4 feet behind the existing curb and there is an additional 4 foot wide easement behind the right of way resulting in an area of 8 feet that is available for the construction of sidewalk without acquiring additional public right of way. There is an existing iron fence with concrete block pilasters that is 6 feet behind the existing curb face. This fence juts out to 13 feet at regular intervals. This condition is depicted in photo 1 at right.



Photo 1

We have assumed that the City would desire to construct a 8 foot wide sidewalk along Alameda due to the volume and speed of adjacent traffic and to be consistent with the sidewalk width on Alameda north of Sequoia. To implement this 8 foot sidewalk width with the current street alignment would require significant reconstruction of the existing fence and removal of most, if not all, of the 23 trees that exist along this stretch of Alameda Street.

Exhibit A on sheet 11 depicts a potential alternative solution which would require the shifting of traffic to the west by restriping the existing 2-way continuous left turn lane from 10 to 7 feet wide and constructing new curb and

gutter 3 feet to the west of the existing curb and gutter. With this street realignment, an 8 foot wide sidewalk could be constructed without impacting the existing fence and only requiring the removal of 7 trees, all of which could be replaced with new parkway trees in a grated tree well in the new sidewalk. This solution makes sense because the existing 2 way left provides little value. There are no driveway access points on the west side of the street and only 1 lightly used gated access on the east side which could be signed as a right in/ right out driveway. Under this option there would be some minor fence relocations at both ends as well as a business sign relocation on the southeast corner of Alameda/Sequoia. A new access ramp would be constructed at this corner as well in addition to the northeast and southeast corners of the Alameda/Seminole intersection. The aforementioned lone driveway on the east side would require reconstruction for ADA compliance and it is likely that a Temporary Construction Easement (TCE) will be required to facilitate construction match work on private property.

Sequoia Drive

Exhibit B on sheet 12 provides a graphical depiction of site constraints along with potential proposed improvements along Sequoia Drive. Along the south side of the street the centerline to curb face width is 26 feet and the right of way is 6 feet behind the existing curb face. The existing iron fence with concrete pilasters is 10 feet behind the existing curb. There are 6 existing driveways along this stretch of Sequoia, all of which are non-compliant with ADA standards. Photo 2 at right depicts existing site conditions along this stretch of Sequoia Avenue.



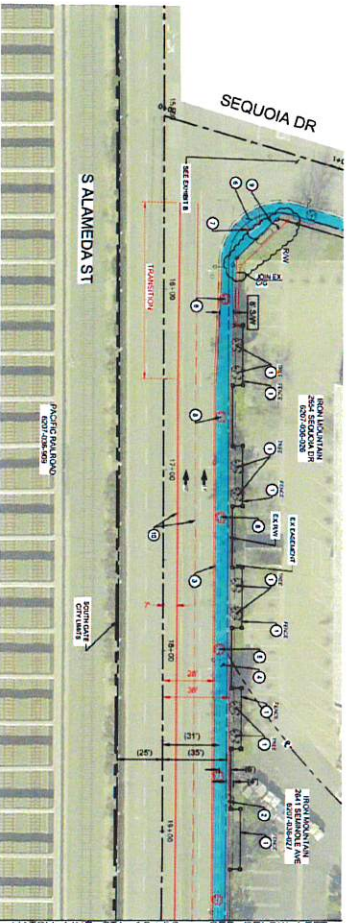
Photo 2

We have assumed that the City will desire to construct 6 foot wide sidewalks on Sequoia to match the north side of the street. This would allow construction of the new sidewalk within existing right of way except at the driveway locations where “notch-outs” will be required to facilitate construction of ADA-compliant sidewalks. These driveway locations will also require TCE’s to facilitate construction match work on private property. There are only 2 palm trees on Sequoia that will require removal to construct the improvements as depicted on Exhibit B. We can accommodate a 1:1 replacement of these 2 trees in new tree wells on Alameda Street, if required.

Right of Way Impacts

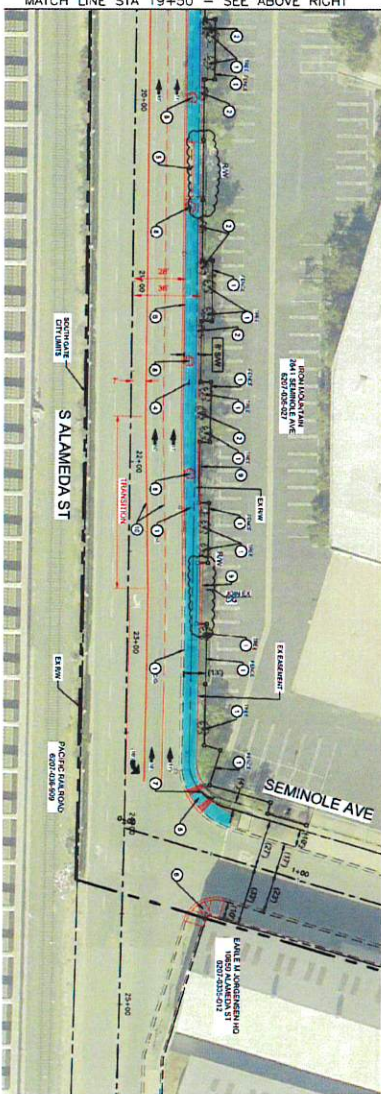
Based upon a phone conversation with Emilio Murga on 4/1/21, it is our understanding that the City desires to avoid permanent right of way acquisition at all costs. Based on this and the improvements identified on Exhibits A and B and as described above, we anticipate the project will require the following right of way documentation and/or activities:

	TCE Legal/Plats	TCE Acquisition	Title Report
❖ AP # 6207-030-027 2641 Seminole Ave	2	1	1
❖ AP # 6207-036-026 2654 Sequoia Dr	3	1	1
❖ AP #6207-030-025 2680 Sequoia Dr	4	1	1
TOTALS	9	3	3



MATCH LINE STA 19+50 - SEE BELOW LEFT

MATCH LINE STA 19+50 - SEE ABOVE RIGHT



- NOTES**
- 1) PROJECT IN PLACE
 - 2) REMOVE TREE
 - 3) REMOVE TREE AND/OR OTHER 1" SCOT PINE
 - 4) ACQUIRE CONCRETE AND/OR OTHER 1" SCOT PINE
 - 5) CONSTRUCT SIDEWALK, CONSTRUCT RETAINING WALL AT BACK OF WALK AS REQUIRED
 - 6) CONSTRUCT SIDEWALK, CONSTRUCT SIDEWALK DIVERSION AND CONSTRUCT PARALLEL WALK
 - 7) CONSTRUCT ACCESS RAMP
 - 8) RELOCATE BUSINESS SIGN
 - 9) RELOCATE EXISTING SIGN/ENCE CONSTRUCT TREE
 - 10) RELOCATE EXISTING SIGN/ENCE CONSTRUCT INSTALL NEW SIGN/ENCE STRIPING

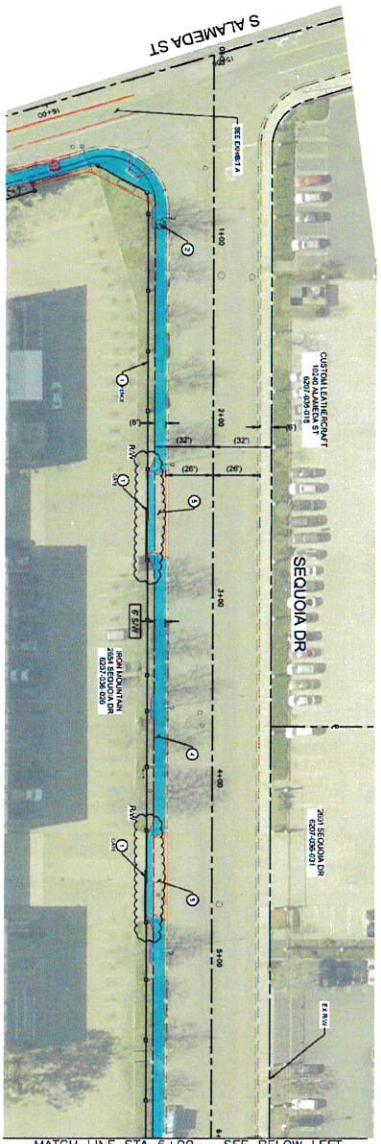
- LEGEND & ABBREVIATIONS**
- EXISTING CURB & GUTTER
 - EXISTING RIGHT-OF-WAY
 - PROPOSED RIGHT-OF-WAY
 - PROPOSED SIDEWALK
 - PROPOSED SIDEWALK
 - PROPOSED ACCESS RAMP
 - PROPOSED TREE WELLS WITH PARALLEL TREE
 - EXISTING TREE
 - EXISTING SIGN/ENCE
 - PROPOSED TREE RELOCATION
 - PROPOSED SIGN/ENCE STRIPING
 - # EXISTING DIMENSION
 - # PROPOSED DIMENSION



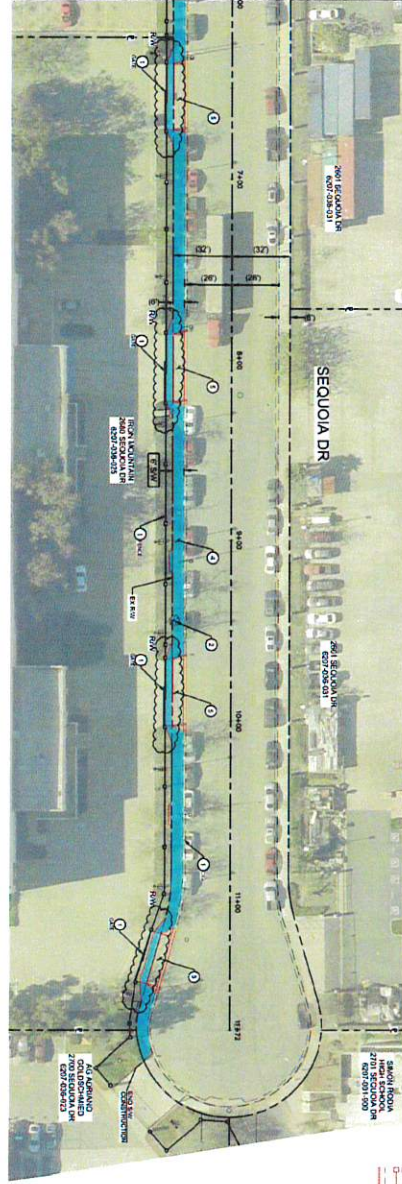
EXHIBIT A

EAST ALAMEDA SIDEWALK IMPROVEMENTS
CONCEPTUAL SIDEWALK PLAN
 CITY OF SOUTH GATE
 PUBLIC WORKS DEPARTMENT





MATCH LINE STA 6+00 - SEE BELOW LEFT

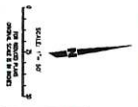


MATCH LINE STA 6+00 - SEE ABOVE RIGHT

- NOTES**
- ① HIGHLIGHT IN BLUE
 - ② REMOVE TREE
 - ③ CONSTRUCT CURB AND GUTTER 1' SLOTFANE
 - ④ CONSTRUCT SIDEWALK, CONSTRUCT RETAINING CURB AT BACK OF WALK, AS REQUIRED
 - ⑤ REMOVE AND RECONSTRUCT PAVEMENT
 - ⑥ CONSTRUCT FACE 66 TAMP
 - ⑦ RELOCATE BUSES 53 SIGN
 - ⑧ RELOCATE TREE WELL AND METAL PROBWAY TREE
 - ⑨ RELOCATE EXISTING SIGN (SEE CONSTRUCTION METAL SIGN MOUNTED) SIGNING

LEGEND & ABBREVIATIONS

- EXISTING CURB & GUTTER
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- PROPOSED SIDEWALK
- NEW ACQUISITION AND/OR ICE REQUIRED
- PROPOSED ACCESS MARK
- EXISTING TREE
- PROPOSED TREE WELL W/ PARKWAY TREE
- EXISTING TREE
- PROPOSED FORCE REDUCTION
- EXISTING STRIPING
- # PROPOSED DIMENSION



PREPARED BY:
K
 CONSULTING ENGINEERS
 15400 130TH AVE
 SUITE 100
 SEASIDE, CA 92081

EXHIBIT B
SEQUOIA DRIVE SIDEWALK IMPROVEMENTS
CONCEPTUAL SIDEWALK PLAN
 CITY OF SOUTH GATE
 PUBLIC WORKS DEPARTMENT

Project Costs

Based on the proposed improvements depicted on Exhibits A and B, we estimate the project cost (construction and right of way) will be approximately **\$625K**, summarized as follows:

I. CONSTRUCTION				Totals	
Item	Description	Unit	Unit Cost	Quantity	Cost
1	Mobilization	LS	\$30,000	1	\$30,000
2	Clearing and Grubbing	LS	\$10,000	1	\$10,000
3	Remove Existing Tree	EA	\$400	9	\$3,600
4	Remove Existing Curb & Gutter	LF	\$6.00	1,900	\$11,400
5	Remove Existing Driveway	SF	\$5.00	1,820	\$9,100
6	Unclassified Excavation	CY	\$50.00	550	\$27,500
7	Construct Curb & Gutter	LF	\$50.00	1,900	\$95,000
8	1' Wide AC Slot Pave	SF	\$10.00	1,900	\$19,000
9	Construct Sidewalk	SF	\$12.00	13,540	\$162,480
10	Construct Driveway	SF	\$15.00	1,820	\$27,300
11	Construct Access Ramps	EA	\$3,500	3	\$10,500
12	Utility Adjustments	LS	\$75,000	1	\$75,000
13	Relocate Business Sign	EA	\$2,000	1	\$2,000
14	Relocate Iron Fence	LF	\$100	110	\$11,000
15	Signing and Striping	LS	\$3,000	1	\$3,000
16	Traffic Control	LS	\$10,000	1	\$10,000
Subtotal Construction					\$506,880
Construction Contingency (20%)					\$101,376
TOTAL CONSTRUCTION					\$608,256

II. RIGHT OF WAY ACQUISITION				Totals	
Item	Description	Unit	Unit Cost	Quantity	Cost
2	#6207-036-027 (TCE)	SF	\$8.00	525	\$4,200
4	#6207-036-026 (TCE)	SF	\$8.00	500	\$4,000
6	#6207-036-025 (TCE)	SF	\$8.00	750	\$6,000
Subtotal R/W					\$14,200
R/W Contingency (20%)					\$2,840
TOTAL R/W ACQUISITION					\$17,040

PROJECT TOTAL					\$625,296
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USE \$625K

Note: This estimate does not include soft costs (i.e. engineering, right of way management, etc.)

In addition to the aforementioned design considerations, there are other key aspects of the project that must be addressed for successful delivery of the project, summarized as follows:

- ❖ **Solid Base Mapping** – All existing site features must be captured in detail at the beginning of the project. We will achieve this through comprehensive ground survey.
- ❖ **Proactive Utility Coordination** – Coordinate early and often with affected utility companies... conflicts discovered during construction result in cost increases and schedule delays. KCG has extensive experience working with the various utility companies that may be impacted by the proposed construction.
- ❖ **Attention to Detail** – Paying close attention to design details will be critical throughout, particularly with respect required joins to off-site private property. This is especially important because these joins establish the need for required permanent right of way acquisition and temporary construction easements required to facilitate construction.
- ❖ **Water Quality Conformance** – NPDES requirements have become a very large part of the project development process in the last 5 years. KCG has an in-house water quality expert dedicated to satisfying all of these permitting requirements. We will apply this expertise to the subject project.
- ❖ **Effective Project Management** – There is no doubt that all proposing firms will also tout their abilities to effectively “manage” a project. Unfortunately, many firms believe if they stay somewhat on schedule and submit their invoices on time they have been “effective” managers. We at KCG do not subscribe to this. Our core business philosophy is centered around effective management of all of our projects with the goal of making our client’s job easier. The cornerstone goal of this philosophy is to “get out and stay out in front of the issues” on each and every project. We feel very strongly that our clients hire us for an assignment it is our obligation to bring it to a successful completion without having our hand held or being reliant on City staff to do our job for us. The way we achieve this objective is by providing seasoned engineers that are also effective managers, not only because they understand the project process but because they understand the technical background of the design itself. We can anticipate issues faster than those managers who are reliant on younger design engineers to keep them informed. This disconnect cannot and will not happen at KCG because our Project Managers have hands on day to day involvement in the project design.
- **Quality Assurance / Quality Control:** Quality Assurance and Quality Control are rooted in the philosophy by which you conduct your business. It is true that quality can be monitored and controlled to some degree via checklists and independent reviews, but a true “quality” product comes from a firm’s commitment to excel for their clients. Do they care about their product? **KCG does.** Do they have experienced staff overseeing or doing the work every step of the way? **KCG will.** Do they want the next job? **KCG does.** Are they staying out in front of the issues and “leading” the project. **KCG will.** Quality is a culture within a company..... you either have it or you don’t. Our proposed Project Manager, Rick Kreuzer, developed the graphic on the following page which depicts the 4 key branches of the Quality Control tree. Adherence to these practices, along with a firm culture which stresses quality at every turn, will constitute KCG’s Quality Control plan for the subject project.

Strong and Effective Management by the Project Manager

- Serve as the primary contact with Client and other agencies.
- Manage the consultant team. Enforce effective communication.
- Control the flow of communication.
- Exercise decision-making authority for the entire team.
- Meet and thoroughly fulfill all contractual and technical/professional requirements. Be responsible for product quality and timely delivery.
- Attend and/or chair all progress meetings.
- Be proactive.
- Encourage thinking outside the box.

Progress Status Monitoring

- Conduct Progress Meetings with Client and other external agencies at specified times as needed.
- Conduct team meetings:
 - Prepare monthly progress reports
 - Status summary exhibits on cost and schedule
 - Discussions on past/schedule activities
 - Status of meetings and action items
- Prepare meeting minutes and promptly distribute to all parties. Include:
 - List of attendees
 - Purpose and objectives of the meeting
 - Summary of the discussions
 - Decisions reached
 - Action items and the respective responsible entity/individual

Management & Control of the Work

Project Control

- Initiate project control system.
- Constantly monitor the overall project schedule as well as specific schedules of principal and critical activities.
- Constantly monitor internal labor and direct costs.
- Monitor subconsultant costs.
- Alert Client of potential impacts to cost and/or schedule and propose solutions.
- Furnish invoices in a timely manner to Client. Monitor subconsultant invoices.
- Monitor project record keeping (project files, meeting minutes, etc.).

Quality Assurance / Quality Control

- Documents will be comprehensively checked at one or more milestones before they are completed.
- A senior person not associated with the project will check all documents before they are submitted.
- One person will check all critical dimensions.
- The person responsible for the drawings will review the text, and the writer will review the drawings, insuring adequate cross checking.
- The Project Manager will review all documents produced by other contributors to insure overall project coordination.
- Apply TQM principles - DO IT RIGHT THE FIRST TIME.
- Conduct Independent Reviews, as warranted.

4.2 Scope of Work

Our scope of services has been developed in conformance with the requirements of the RFP and based on our experience delivering similar projects. Our work tasks will consist of the following:

Task 1 – Project Management and Administration: Under this task, KCG will oversee all aspects of the project and will attend all project related meetings, including a kickoff meeting with City Staff. This task will also include all coordination activities required including, but not limited to, all coordinated activities with affected City Departments.

Task 2 – Data Collection: KCG shall collect and review all record information including, but not necessarily limited to, the following:

- As-built drawings (completed)
- Utility record drawings
- Right-of-way record maps (completed)
- Assessor's parcel maps (completed)
- Google Earth Aerial Images (completed)

Task 3 – Base Mapping: KCG will utilize the field survey (Task 5) and a combination of Google Earth images, existing as-built drawings, and thorough field reviews to develop base maps for the project improvements. Utility drawings and right of way record maps gathered under Task 2 above will be utilized to plot existing underground utility and street right of way lines on the base maps. Base maps will be developed at a scale of 1"=20'. All existing site features will be shown on the base maps.

Task 4 – Utility Investigation and Coordination: Utility coordination will be ongoing throughout the duration of this project and will consist of the following tasks:

- Obtain plans showing location and size of all utility lines and appurtenances within the project area.
- Plot utility lines on Base Map (Task 3).
- Cross check plotted locations above with field review information to insure that existing lines are shown in the proper location.
- Upon finalizing the proposed improvements, determine where potential utility conflicts exist and where utility modifications are warranted.
- Coordinate with affected utility companies regarding conflicts, relocations and improvements.

Task 5 – Field Survey: Under this task, KCG will complete a detailed topographic survey of the project area. The survey will gather topographic information from the street centerline to the roadway right of way. Additional shots will be taken at all driveway locations to facilitate design. All at grade utilities will be located. This survey will be collected using a combination of Trimble R8-4 GPS and Trimble S7 Robotic total station equipment. The survey will be tied horizontally to the California State Plane coordinate system (NAD83) and based upon existing centerline monumentation and vertically to the Los Angeles County Public Works Benchmark network (NAVD 88).

Task 6 – Field Reviews: Conducting thorough field reviews on this project will be key. KCG believes very strongly in walking our projects in the field throughout the base mapping and design stages of a project to insure all design issues are considered.

Task 7 – Concept Plans/Estimates: Under this task, KCG will prepare Concept Plan Alternatives for the new sidewalks on Alameda Street and Sequoia Avenue. We will prepare multiple options for the City's consideration.

A preliminary construction cost estimate will accompany these Concept Plans. KCG will meet with City staff and present the proposed alternatives/costs. The culmination of this task will be the selection of a Preferred Alternative which will form the basis for final design. KCG will not proceed with a final design until a Preferred Alternative is selected by the City.

Task 8 – Final PS&E: Based upon the improvements outlined in the RFP, and summarized in Section 3.1 of this proposal, KCG will complete the final design for this project in the form of plans, specifications and estimates (PS&E). We envision the following plan set will be developed:

Description	# sheets
Title Sheet	1
Typical Sections	1
Construction Details	1
Sidewalk Improvement Plans	4
Striping Plans	1
TOTAL	9 sheets

Sidewalk improvement plans will be prepared at 1"=20' horizontal scale. These plans will depict all parkway improvements including the relocation of street lights, as required.

The construction detail sheet will cover all specialized details required.

Striping plans for Alameda Street will be completed at 1"=40' scale.

All plans will be prepared using AutoCAD and specifications will be prepared in conformance with City of South Gate formatting requirements.

Quantities and cost estimates shall be completed for the project and submitted with the plans along with all project submittals. All backup calculations for the project will be submitted as well.

Task 9 – Water Quality Management Plan (WQMP): Under this task, KCG will complete a WQMP in compliance with all applicable NPDES Standards and formatted per City of South Gate requirements.

Task 10 – Right of Way Acquisition Services: Based on the overview provided in Section 4.1 of this proposal, we anticipate the project will require the following:

- 3 Title Reports
- 9 legals/plats for Temporary Construction Easements (TCE's)
- Appraisal for TCE's on 3 properties
- Negotiation with 3 property owners for acquisition of TCE's from each property

Note: We understand that these quantities could change depending on the final alternative selected. As such, we have provided unit costs for each activity listed above in our fee proposal.

Task 11 – Bidding Assistance: Bid services will consist of responding to bidders' questions, preparing addenda as necessary, reviewing and evaluating bids and attending the pre-construction meeting.

Task 12 – Construction Assistance: Construction assistance services will consist of reviewing shop drawings and submittals and responding to contractor's Requests for Information (RFI's).

Task 13 – As-Built Plans: At the end of the project, KCG will provide a complete set of as-built/record drawings on mylar sheets based upon the contractors redlines. The City will be the owner of all original drawings, documents and digital information. All digital and/or computer generated drawings shall be submitted to the City on a CD-RW disk in AutoCAD and PDF formats.

Deliverables:

All deliverables for the various tasks, as required in the Request for Proposal (RFP), will be provided.

4.3 Schedule

The project schedule is depicted on Exhibit C on the following page. We have used the Notice to Proceed date of April 14, 2021 stated in the RFP and assumed City review durations of 2 weeks for all submittals. Key project milestones will be as follows:

Notice to Proceed	April 21, 2021
Concept Plan Approved	May 18, 2021
60% PS&E to City	June 8, 2021
Submit 90% PS&E to City	July 13, 2021
Submit 100% Final PS&E to City	August 10, 2021
R/W Documents Complete	June 1, 2021
R/W Appraisals Complete	July 13, 2021
R/W Acquisition Complete	Sept 7, 2021

**CITY OF SOUTH GATE
EAST ALAMEDA SIDEWALK IMPROVEMENTS**

**EXHIBIT C
PROJECT SCHEDULE**

ID	Task Name	Duration	Start	Finish	Gantt Chart																														
					April	May	June	July	August	Sept																									
1	NTP/Kickoff Meeting	0 days	Wed 4/21/21	Wed 4/21/21	NTP Meeting ◆ 4/21/21																														
2	Data Collection	1 wk	Wed 4/21/21	Tue 4/27/21	Data Collection																														
3	Base Mapping	2 wks	Wed 4/21/21	Tue 5/4/21	Base Mapping																														
4	Utility Coordination	16 wks	Wed 4/21/21	Tue 8/10/21	Utility Coordination																														
5	Field Survey	2 wks	Wed 4/21/21	Tue 5/4/21	Field Survey																														
6	Field Reviews	3 wks	Wed 4/21/21	Tue 5/11/21	Field Reviews																														
7	Concept Plans & Estimates	4 wks	Wed 4/21/21	Tue 5/18/21	Concept Plans & Estimates																														
8	Preferred Alternative Selected	0 days	Tue 5/18/21	Tue 5/18/21	Preferred Alternative Selected ◆ 5/18/21																														
9	Prepare PS&E	3 wks	Wed 5/19/21	Tue 6/8/21	Prepare PS&E																														
10	Submit 60% PS&E	0 days	Tue 6/8/21	Tue 6/8/21	Submit 60% PS&E ◆ 6/8/21																														
11	Agency Review	2 wks	Wed 6/9/21	Tue 6/22/21	Agency Review																														
12	Revise PS&E	3 wks	Wed 6/23/21	Tue 7/13/21	Revise PS&E																														
13	Submit 90% PS&E	0 days	Tue 7/13/21	Tue 7/13/21	Submit 90% PS&E ◆ 7/13/21																														
14	Agency Review	2 wks	Wed 7/14/21	Tue 7/27/21	Agency Review																														
15	Final 100% PS&E Revisions	2 wks	Wed 7/28/21	Tue 8/10/21	Final 100% PS&E Revisions																														
16	PS&E Approved	0 days	Tue 8/10/21	Tue 8/10/21	PS&E Approved ◆ 8/10/21																														
17	Obtain Title Reports	2 wks	Wed 5/5/21	Tue 5/18/21	Obtain Title Reports																														
18	R/W Engineering Documents	2 wks	Wed 5/19/21	Tue 6/1/21	R/W Engineering Documents																														
19	R/W Appraisals	6 wks	Wed 6/2/21	Tue 7/13/21	R/W Appraisals																														
20	R/W Acquisition	8 wks	Wed 7/14/21	Tue 9/7/21	R/W Acquisition																														



5.0 HOURLY RATE SCHEDULE



SCHEDULE OF HOURLY BILLING RATES Rates Effective through December 31, 2021

OFFICE PERSONNEL:

Typists, Word Processors.....	\$50
Technician.....	\$75
Design Engineer / CADD.....	\$105
Project Engineer.....	\$135
Principal / Project Manager.....	\$200

FIELD PERSONNEL:

Survey Crew, including Truck and Equipment.....	\$255
---	-------

SUPPORT & MISCELLANEOUS COSTS:

Other Vehicles.....	\$0.55/mi.
Copies – Black & White.....	\$0.10/pg.
Copies – Color.....	\$0.50/pg.
Plotting – Black & White.....	\$2.00/ft ²
Plotting – Color.....	\$4.00/ft ²



April 1, 2021

Mr. Arturo Cervantes, PE
Assistant City Manager/Director Public Works
City of South Gate
8650 California Avenue
South Gate, CA 90280

Re: Revised Cost Proposal for Professional Design Services for the East Alameda Street Sidewalk Improvement Project, City Project No. 660-ST

Dear Mr. Cervantes,

Our proposed fee to complete the subject project is **\$75,465** including all right of way activities as outlined in our proposal.

Exhibit A provides a detailed breakdown of manhours and costs by task. Exhibit B herein represents KCG's Schedule of Hourly Billing Rates.

Thank you for the opportunity to serve the City of South Gate.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "R. Kreuzer", is written over a faint, larger version of the signature.

Rick Kreuzer, PE
President

**FEE ESTIMATE FOR ENGINEERING SERVICES
CITY OF SOUTH GATE
EAST ALAMEDA STREET SIDEWALK PROJECT**

Task	PROJECT MANAGER	PROJECT ENGINEER	LUMP SUM	TOTAL KCG COSTS	METZ SURVEYING	OPC	TOTAL SUBCONSULTANT COST	TOTAL
	hr. \$200	hr. \$135						
1 Project Management, Administration and Meeting	16	8		\$4,280				\$4,280
2 Data Collection and Review	1	6		\$1,010				\$1,010
3 Base Mapping	2	8		\$1,480				\$1,480
4 Utility Research & Coordination	8	12		\$3,220				\$3,220
5 Field Survey	1	4		\$740	\$3,750		\$3,750	\$4,490
6 Field Reviews	4	4		\$1,340				\$1,340
7 Concept Plans & Estimates	16	24		\$6,440				\$6,440
8 Final PS & E								
-Title Sheet (1)	2	6		\$1,210				\$1,210
-Typical Sections (1)	2	8		\$1,480				\$1,480
-Construction Details (1)	4	12		\$2,420				\$2,420
-Sidewalk Improvement Plans (4)	16	48		\$9,680				\$9,680
-Alameda Street Striping Plans (1)	2	6		\$1,210				\$1,210
-Specifications	8			\$1,600				\$1,600
-Construction Cost Estimate	2	6		\$1,210				\$1,210
9 Water Quality Management Plan (NPDES)	4	16		\$2,960				\$2,960
10 Right of Way Acquisition Services								
-Title Reports (3)			\$2,100	\$2,100				\$2,100
-TCE Legal/Plat (9)	9	27		\$5,445				\$5,445
-TCE Appraisals (3 Properties)						\$7,500	\$7,500	\$7,500
-TCE Acquisition (3 Properties)						\$12,000	\$12,000	\$12,000
11 Bidding Assistance	2	4		\$940				\$940
12 Construction Assistance	2	6		\$1,210				\$1,210
13 As-Built Drawings	1	4		\$740				\$740
<i>Reimbursables</i>			\$1,500	\$1,500				\$1,500
Manhour Totals	102	209						
Fee Totals	\$20,400	\$28,215	\$3,600	\$52,215	\$3,750	\$19,500	\$23,250	\$75,465

R/W Subtotal
\$27,045

- R/W Unit Costs**
- Title Reports \$700 each
 - TCE Legal/Plat \$605 each
 - TCE Appraisals \$2,500 per property
 - TCE Acquisition \$4,000 per property (Does not include Eminent Domain Support Services)



SCHEDULE OF HOURLY BILLING RATES
Rates Effective through December 31, 2021

OFFICE PERSONNEL:

<i>Typists, Word Processors</i>	<i>\$50</i>
<i>Technician</i>	<i>\$75</i>
<i>Design Engineer / CADD.....</i>	<i>\$105</i>
<i>Project Engineer</i>	<i>\$135</i>
<i>Principal / Project Manager</i>	<i>\$200</i>

FIELD PERSONNEL:

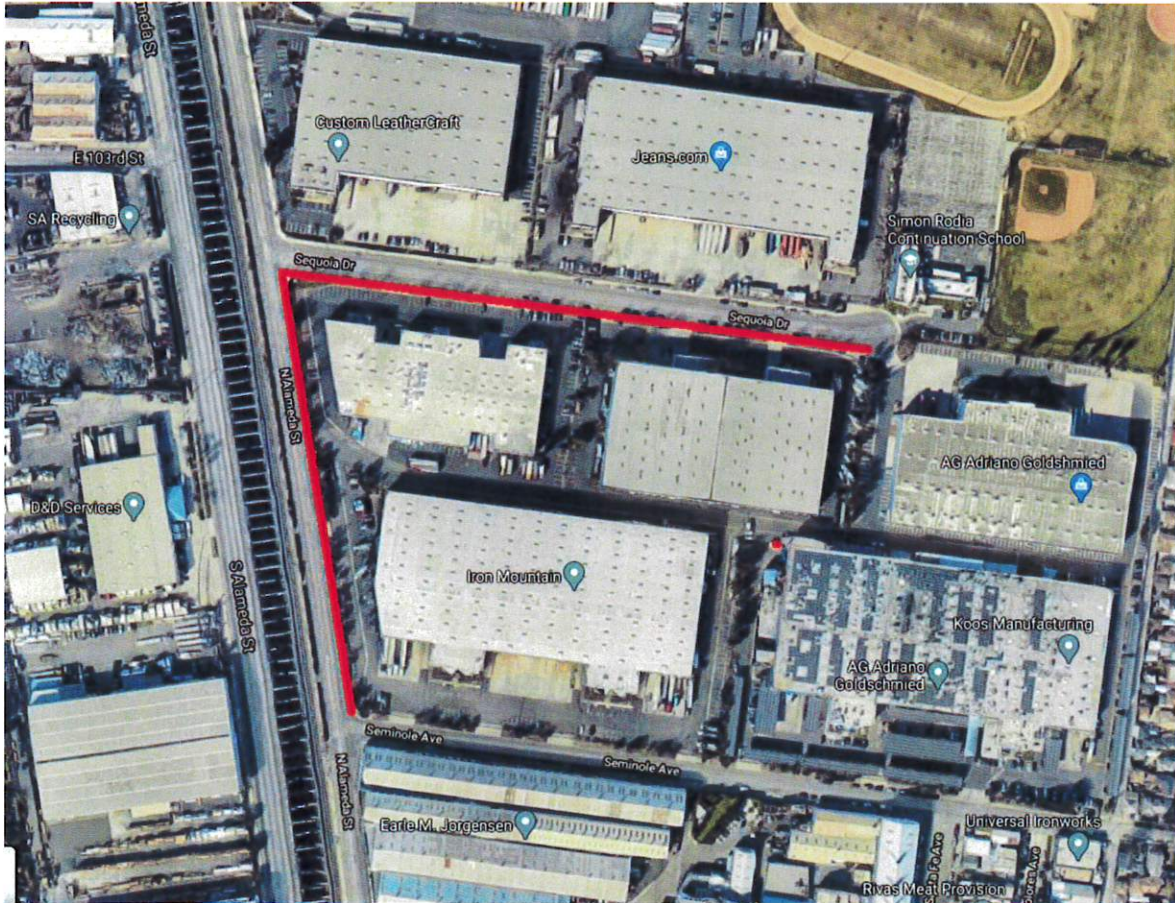
<i>Survey Crew, including Truck and Equipment.....</i>	<i>\$255</i>
--	--------------

SUPPORT & MISCELLANEOUS COSTS:

<i>Other Vehicles</i>	<i>\$0.55/mi.</i>
<i>Copies – Black & White</i>	<i>\$0.10/pg.</i>
<i>Copies – Color.....</i>	<i>\$0.50/pg.</i>
<i>Plotting – Black & White</i>	<i>\$2.00/ft²</i>
<i>Plotting – Color</i>	<i>\$4.00/ft²</i>

PROJECT LOCATION MAP

EAST ALAMEDA STREET SIDEWALK IMPROVEMENTS PROJECT



Sequoia Drive from East Alameda Street to Cul-de-Sac to the East
East Alameda Street from Sequoia Drive to Seminole Avenue



ATTACHMENT "B"

City of South Gate - Public Works Dept. - Engineering Division

East Alameda Street Sidewalk Improvements Project, Proj. No. 660-ST

Quality Based Selection Process Results and Ranking

Engineering Consulting Firm	Office Location	Final Final Score	Ranking
Kreuzer Consulting Group, Inc.	Sea; Beach, CA.	88	1
CWE	Fullerton, CA.	87	2
Onward Engineering	Anaheim, CA.	84	3
Dokken Engineering	San Diego, CA.	80	4
CSG Consultants	Orange, CA.	74	5

Key Quality Based Selection Process Dates:

1. Request for Proposals (RFP) advertised.	1/15/2021
2. Proposals from consultant engineering firms received.	2/16/2021
3. Review and rank consultant engineering firm proposals.	3/18/2021
4. Schedule Zoom interviews for top five ranked consultant engineering firms.	3/22/2021
5. Conduct Zoom interviews for top five ranked consultant engineering firms.	3/30/2021
6. Review Committee makes final consultant engineering firm ranking.	3/30/2021
7. City Council reviews and considers award design contract.	4/20/2021

Review Committee:

1. Albert Mendoza, P.E., Assistant Director of Public Works, City of Montebello, CA.
2. Josef Kekula, Superintendent of Maintenance, City of Downey, CA.
3. Gladis Deras, Senior Engineer, City of South Gate, CA.

City of South Gate - Public Works Dept. - Engineering Division

East Alameda St. Sidewalk Improvements Project, Project No. 660-ST

No.	Consultants	Design Fee	R/W Services Fee	Total Fee
1	CNC, Industry, CA.	\$ 157,415	Not stated	\$ 157,415
2	Coory Engineering, Orange, CA.	\$ 61,260	\$ 11,900	\$ 73,160
3	CSG Consultants, Orange, CA.	\$ 59,160	\$ 18,820	\$ 77,980
4	CWE, Fullerton, CA.	\$ 99,532	\$ 83,280	\$ 182,812
5	DCA Civil Engineering Group, Torrance, CA.	\$ 117,072	\$ 50,000	\$ 167,072
6	DMS Consultants, Garden Grove, CA.	\$ 62,100	\$ 33,150	\$ 95,250
7	Dokken Engineering, San Diego, CA.	\$ 144,885	\$ 88,430	\$ 233,315
8	ERSC, Redlands, CA.	\$ 86,689	\$ 92,248	\$ 178,937
9	Hartzog & Crabill, Inc., Tustin, CA.	\$ 89,782	\$ 69,880	\$ 159,662
10	Kreuzer Consulting Group, Seal Beach, CA.	\$ 48,420	\$ 39,440	\$ 87,860
11	LIN Consultants, Inc., Diamond Bar, CA.	\$ 68,944	Not stated	\$ 68,944
12	Mark Thomas, Lakewood, CA.	\$ 125,310	\$ 46,980	\$ 172,290
13	Onward Engineering, Anaheim, CA.	\$ 83,717	\$ 168,787	\$ 252,504
14	OWEN, Irvine, CA.	\$ 79,553	Not stated	\$ 79,553
15	Quantum Consulting, Lomita, CA.	\$ 55,184	\$ 6,368	\$ 61,552
16	RKA Consulting Group, Walnut, CA.	\$ 42,480	\$ 81,421	\$ 123,901
17	TJKM, Pleasanton, CA.	\$ 99,775	\$ 16,320	\$ 116,095
18	W.G. Zimmerman Engineering, Inc., Huntington Beach, CA.	\$ 66,397	\$ 15,015	\$ 81,412

RECEIVED

City of South Gate

Item No. 8

APR 14 2021

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

11:15am

For the Special Meeting of: April 20, 2021

Originating Department: Public Works

Department Director:

[Signature]
Arturo Cervantes

Interim City Manager:

[Signature]
Chris Jeffers

SUBJECT: CONTRACT CHANGE ORDER NO. 2 TO CONTRACT NO. 2020-43-CC WITH SEQUEL CONTRACTORS, INC., FOR THE "GARFIELD AVENUE, FROM SOUTH CITY LIMIT TO JEFFERSON AVENUE, AND IMPERIAL HIGHWAY, FROM WEST CITY LIMIT TO EAST CITY LIMIT, CITY PROJECT NO. 413-ST, FEDERAL PROJECT NO. STPL-5257(030), AND FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL HIGHWAY CENTER MEDIAN, CITY PROJECT NO. 496-ST, FEDERAL PROJECT NO. HSIPL-5257(032)"

PURPOSE: The Street Improvements on Garfield Avenue, Imperial Highway, Firestone Boulevard and Otis Street (Consolidated Project) are now under construction. Contract Change Order No. 2 to Contract No. 2020-43-CC (CCO No. 2) is an owner-initiated change order that adds and removes improvements from the contract. In total, CCO No. 2 provides for \$260,830 of additional improvements and \$32,000 in improvements deducted, for a net amount of \$228,830.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Contract Change Order No. 2 to Contract No. 2020-43-CC with Sequel Contractors, Inc., to add and remove improvements from the contract on the "Garfield Avenue, From South City Limit to Jefferson Avenue, and Imperial Highway, From West City Limit to East City Limit, City Project No. 413-ST, Federal Project No. STPL-5257(030), and Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032)," in a net amount not-to-exceed \$228,830;
- b. Appropriating \$110,000 in Water Funds from the unrestricted Water Fund balance to Account No. 311-790-31-9457 (Capital Projects Fund-Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median) to fund water system improvements proposed under Change Order No. 2 to Contract No. 2020-43-CC;
- c. Authorizing the Assistant City Manager/Director of Public Works to execute Contract Change Order No. 2 to Contract No. 2020-43-CC; and
- d. Authorizing the Director of Administrative Services to appropriate \$200,000 in Proposition C Funds to Account No. 311-790-31-9433 (Capital Projects Fund-Garfield/Imperial Street Improvements) to supplant \$200,000 in Metro Measure R funding currently programmed in Account No. 311-790-31-9433 in the event that Metro does not approve the use of said Measure R Funds which are currently programmed to partially fund CCO No. 1 to Contract No. 2020-43-CC.

9/1/20
FISCAL IMPACT: There is no fiscal impact to the General Fund. CCO No. 2 is in the amount of \$228,830, and it will be funded with \$102,215 in Proposition C Funds, \$20,615 in Metro Measure R Funds and \$106,000 in Water Funds. The amount of the Water Fund appropriation is \$110,000. The amount of the potential Proposition C Fund appropriation is \$200,000, which will only be appropriated to Account No. 311-790-31-9433 if Metro disallows the use of Metro Measure R Funds on the

Garfield/Imperial Street Improvements Project. The revised construction contract amount, including CCO Nos. 1 and 2 is \$6,787,182. The Consolidated Project is funded with \$10,288,997, as summarized in Attachment "E."

ALIGNMENT WITH COUNCIL GOALS: Proposed Change Order No. 2 meets the City Council's goal for "Continuing Infrastructure Improvements."

ANALYSIS: The Consolidated Project is under construction. Changes to the construction contract are recommended to add and deduct improvements from the project. The improvements proposed to be added are necessary to address design and field issues (\$260,830). The improvements proposed to be deducted are those that have been determined not to be needed for construction (\$32,000 reduction). CCO No. 2 is necessary to incorporate these changes into the contract. The changes proposed under CCO No. 2 are more specifically described below.

- a) **Improvements Added to Address Field Issues:** This consists of \$43,921 in additional improvements to address drainage and driveway issues at the cross gutter; \$106,000 to upgrade two fire hydrants and water lateral lines to meet current standards; \$60,000 to install new decorative up-lighting and conduit runs on Garfield Avenue and Main Street; \$32,301 to make additional sidewalk and crosswalk improvements; \$15,000 to relocate irrigation for the new fence at the South Gate Middle School; and \$3,608 to provide anti-graffiti coating and intermediate arm rest for the bus benches.
- b) **Improvements Deducted:** Landscaping and irrigation system improvements proposed on the Hollydale Library property are proposed to be removed as they are not eligible for funding by project grants and funding sources. This will reduce the contract by \$32,000.

It is necessary to appropriate \$110,000 in Water Funds to pay for water system improvements that the Water Division is requesting to be added to Change Order No. 2, that do not qualify to be paid for with project funds because they are a betterment. More specifically, as part of the Consolidated Project, two fire hydrants are required to be relocated to accommodate the street widening on Firestone Boulevard, at Otis Street. In lieu of a relocation, the Water Division requested to replace the aging fire hydrants, install new water laterals and install new water meters. The total cost of the work is \$170,000 of which \$106,000 is considered a betterment. The \$110,000 appropriation provides funding to pay for the \$106,000 cost and provides for a \$4,000 contingency.

The Consolidated Project consists of two projects that encompass three locations: Garfield Avenue, Imperial Highway and Firestone Boulevard/Otis Street. The two projects are funded independently. On March 9, 2021, the City Council approved a transfer of \$200,000 in Metro's Measure R Funds from one of the projects (Firestone/Otis Widening and Imperial Highway Median) to the other project (Garfield/Imperial Street Improvements), to partially fund CCO No. 1. Staff is in the process of seeking approval from the Metropolitan Transportation Authority (Metro), through the I-710 Technical Advisory Committee, to utilize said Measure R Funds. Staff will be presenting its request to the I-710 Corridor Technical Advisory Committee on April 21, 2021. As a precautionary measure in case approval is not received, staff recommends that the Director of Administrative Services be authorized to appropriate \$200,000 in Proposition C Funds to supplant the \$200,000 in Measure R Funds. This approach ensures staff has the funding authority to construct the related improvements regardless of the decision.

BACKGROUND: The Consolidated Project is a part of the Capital Improvement Program. It aims to enhance safety, reduce congestion, address deferred maintenance and for beautification on Garfield Avenue, Imperial Highway and Firestone Boulevard/Otis Street. The improvements for all of the project segments includes pavement rehabilitation, reconstruction of deficient sidewalk, curb and gutter, drive approaches and ADA compliance. Additional improvements in each segment as listed below.

- Imperial Highway between the Los Angeles River and East City limit: Installation of a raised

- center medians with landscape and hardscape, and landscape up-lighting.
- Garfield Avenue between Jefferson Avenue and South City limit: Installation of landscaping, landscape up-lighting, and an infiltration well.
 - Firestone Boulevard and Otis Street intersection: Installation of landscaping, construction of a drop-off/pick-up lane, and traffic signal modifications to add left-turn phasing for northbound traffic on Otis Street.

On June 23, 2020, the City Council approved construction Contract No. 2020-43-CC with Sequel Contractors, Inc., in the amount of \$6,283,170 to construct the Consolidated Project.

On March 9, 2021, the City Council approved Change Order No. 1 in the amount of \$275,182, to accomplish the following: (a) \$131,044 to construct the landscape median, (b) \$56,240 to install landscaping with plants, shrubs and river rocks on the median, (c) \$57,123 to install an irrigation system with a remote controller, and (d) \$30,775 to install conduits for future up-lighting.

Construction began on October 19, 2020, and is scheduled for completion in June 2021. Construction of the majority of the improvements has been completed at the Firestone Boulevard and Otis Street site. Completion is pending the arrival of traffic signal equipment. Construction is underway at the Garfield Avenue and Imperial Highway sites which is planned for completion in July of 2021.

- ATTACHMENTS:**
- A. Proposed Change Order No. 2
 - B. Change Order No. 1
 - C. Contract No. 2020-43-CC
 - D. Location Map
 - E. Fiscal Impact

KT:lc

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER**

CHANGE ORDER #: <u>2</u>	CITY PROJECT #: <u>413-ST and 496-ST</u>
PROJECT TITLE: <u>Garfield Ave/Imperial Hwy and Firestone/Otis</u>	PURCHASE ORDER #: <u>5886</u>
CONTRACT #: <u>2020-43-CC</u>	CHANGE REQUESTED BY: <u>City of South Gate</u>
CONTRACTOR: <u>Sequel Contractors, Inc.</u>	DATE OF REPORT: <u>3/26/2021</u>
Acct. No. <u>311-790-31-9433 and 311-790-91-9457</u>	

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.
NOTE: This Change Order is not effective until approved by the Engineer.

	Cost	Calendar Days
Original Contract Amount:	\$ 6,283,169.80	150
Previous Change Order Amount:	\$ 275,181.91	10
Contract Change Order Amount: CCO No. 2	\$ 228,830.30	0
Total increase to contract (all change orders) to date:	\$ 504,012.21	10
Revised Total Contract Amount:	\$ 6,787,182.01	160
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	8.02%	0.00%

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item #	Detailed description	Change in Bid Item Quantities			Total Adjusted Contract	Unit	Unit Cost	Change Order Cost	Time Extension Working
		Contract Quantity	Previous Change Orders	THIS Change Orders					
Schedule A									
Garfield Ave and Imperial Hwy									
A-7	Remove PCC Sidewalk	17,500	0	680	18,180	EA	\$ 2.00	\$ 1,360.00	0
	Remove PCC Driveway	260	0	-260	0	SF	\$ 10.00	\$ (2,600.00)	0
A-8	Remove PCC Driveway	0	0	614	614	SF	\$ 9.75	\$ 5,986.50	0
	Remove PCC Curb and Gutter	215	0	-215	0	LF	\$ 29.00	\$ (6,235.00)	0
A-9	Remove PCC Curb and Gutter	0	0	445	445	LF	\$ 28.00	\$ 12,460.00	0
A-13	Remove and Reinstall Pavers	915	0	-915	0	SF	\$ 25.00	\$ (22,875.00)	0
	Remove and Reinstall Pavers	0	0	1,443	1,443	SF	\$ 24.00	\$ 34,632.00	0
A-14	Construct PCC Sidewalk	10,250	0	648	10,898	SF	\$ 8.00	\$ 5,184.00	0
A-17	Construct PCC Curb & Gutter	600	0	229	829	LF	\$ 56.00	\$ 12,824.00	0
A-19	Construct PCC Cross Gutter	1,450	0	143	1,593	SF	\$ 20.00	\$ 2,860.00	0
ADD A-5	Furnish and Install Bench (Imperial)	11	0	-11	0	EA	\$ 1,200.00	\$ (13,200.00)	0
	Furnish and Install Bench (Imperial)	0	0	11	11	EA	\$ 1,528.00	\$ 16,808.00	0
ADD A-7	Grub and Clear Bx. Landscape (Hollydale Library Planters)	1	0	-1	0	LS	\$ 4,000.00	\$ (4,000.00)	0
ADD A-8	Furnish and Install (6) Parasoleil Panels (Hollydale Library)	1	0	-1	0	LS	\$ 20,000.00	\$ (20,000.00)	0
ADD A-9	Furnish and Install 24" Box Tree (Hollydale Library)	2	0	-2	0	EA	\$ 2,500.00	\$ (5,000.00)	0
ADD A-10	Furnish and Install 15 Gal. Shrub (Hollydale Library)	6	0	-6	0	EA	\$ 500.00	\$ (3,000.00)	0
ADD A-14	PCC Curb & Gutter Removal and Replacement (Library)	105	0	-105	0	LF	\$ 80.00	\$ (8,400.00)	0
	PCC Curb & Gutter Removal and Replacement (Library)	0	0	148	148	LF	\$ 79.80	\$ 11,810.40	0
ADD A-16	Uplighting and Recepticle	1	0	-1	0	LS	\$ 200,000.00	\$ (200,000.00)	0
	Uplighting and Recepticle	0	0	1	1	LS	\$ 260,000.00	\$ 260,000.00	0
S-15	Remove and Install Curb Drain	0	0	12	12	EA	\$ 800.00	\$ 9,600.00	0
S-16	Install Pavers at Crosswalk Garfield Ave/Century Blvd.	0	0	1	1	LS	\$ 6,000.00	\$ 6,000.00	0
S-17	Repair Concrete Bands at Crosswalk on Garfield Ave.	0	0	1	1	LS	\$ 8,000.00	\$ 8,000.00	0
	Subtotal							\$ 102,214.90	
Schedule B									
Firestone Blvd./Otis St. and Imperial Hwy Medians									
B-7	Remove PCC Driveway	710	0	-710	0	SF	\$ 6.00	\$ (4,260.00)	0
	Remove PCC Driveway	0	0	890	890	SF	\$ 5.95	\$ 5,295.50	0
B-13	Remove and Replace Fire Hydrant	1	0	1	2	EA	\$ 20,000.00	\$ 20,000.00	0
B-17	Remove and Install Curb Drain	1	0	2	3	EA	\$ 800.00	\$ 1,600.00	0
B-20	Construct PCC Driveway	645	0	-645	0	SF	\$ 13.00	\$ (8,385.00)	0
	Construct PCC Driveway	0	0	881	881	SF	\$ 12.90	\$ 11,364.90	0
S-18	Relocate and Upgrade Fire Hydrant Assemblies	0	0	1	1	LS	\$ 86,000.00	\$ 86,000.00	0
S-19	Relocate Irrigation Conflict at The New Fence	0	0	1	1	LS	\$ 15,000.00	\$ 15,000.00	0
	Subtotal							\$ 126,615.40	
								Total Cost:	\$ 228,830.30
									0

THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS: \$ 228,830.30 0

Approval Recommended by: <u>Amr Abuolhassan, Construction Manager (SouthStar)</u>	Date: _____
Approval Recommended by: <u>Kenneth Tang, Project Manager</u>	Date: _____
Approval Recommended by: <u>Jose Loera, P.E., Interim Deputy City Engineer</u>	Date: _____
Approved by: <u>Arturo Cervantes, P.E., Assistant City Manager / Director of Public Works</u>	Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the Contractor, do not sign acceptance of this Order, your attention is directed to the requirements of the Specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Accepted by: <u>Contractor's Representative</u>	Date: _____
Title: _____	

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER**

CHANGE ORDER #: <u>1</u>	CITY PROJECT #: <u>413-ST and 496-ST</u>
PROJECT TITLE: <u>Garfield Ave/Imperial Hwy and Firestone/Otis</u>	PURCHASE ORDER #: <u>5886</u>
CONTRACT #: <u>2020-43-CC</u>	CHANGE REQUESTED BY: <u>City of South Gate</u>
CONTRACTOR: <u>Secuel Contractors, Inc.</u>	DATE OF REPORT: <u>2/1/2021</u>
Acct. No. <u>311-790-31-9433 and 311-790-91-9457</u>	

You are hereby authorized to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.
NOTE: This Change Order is not effective until approved by the Engineer.

	Cost	Calendar Days
Original Contract Amount:	\$ 6,283,169.80	150
Previous Change Order Amount:	\$ -	0
Contract Change Order Amount: CCO No. 1	\$ 275,181.91	10
Total increase to contract (all change orders) to date:	\$ 275,181.91	160
Revised Total Contract Amount:	\$ 6,558,351.71	0
Percentage of Total Increase (or Decrease) to Contract Amount to Date:	4.38%	0.00%

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED. ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item #	Detailed description	Change in Bid Item Quantities				Unit	Unit Cost	Change Order Cost	Time Extension Working
		Contract Quantity	Previous Change Orders	THIS Change Orders	Total Adjusted Contract				
Segment A - Garfield Ave and Imperial Hwy									
A-2	Mobilization and Demobilization	1	0	-1	0	LS	\$ 100,000.00	\$ (100,000.00)	0
	Mobilization and Demobilization	0	0	1	1	LS	\$ 125,000.00	\$ 125,000.00	0
A-2	Construction Survey, Staking and Re-establish Monuments	1	0	-1	0	LS	\$ 40,000.00	\$ (40,000.00)	0
	Construction Survey, Staking and Re-establish Monuments	0	0	1	1	LS	\$ 42,700.00	\$ 42,700.00	0
A-4	Traffic Control/Phasing Plan Preparation & Implementation	1	0	-1	0	LS	\$ 300,000.00	\$ (300,000.00)	0
	Traffic Control/Phasing Plan Preparation & Implementation	0	0	1	1	LS	\$ 309,406.00	\$ 309,406.00	0
A-56	Soil Preparation	4,400	0	5,830	10,230	SF	\$ 0.50	\$ 2,915.00	0
A-57	Furnish and Install 2-inch thick Shredded Wood Mulch	30	0	42	72	CY	\$ 95.00	\$ 3,990.00	0
A-59	Furnish and Install 5-gallon Shrub	108	0	25	133	EA	\$ 30.00	\$ 750.00	0
A-60	Furnish and Install 1-gallon Shrub	461	0	100	561	EA	\$ 10.00	\$ 1,000.00	0
A-61	Furnish and Install 4-inch Pot Groundcover	1,506	0	650	2,156	EA	\$ 4.00	\$ 2,600.00	0
A-63	Furnish and Install 4"-10" River Cobble	352	0	300	652	SF	\$ 28.00	\$ 8,400.00	0
A-66	Furnish and Install Master Valve Assembly w/ Valve Box	1	0	1	2	EA	\$ 400.00	\$ 400.00	0
A-67	Furnish and Install Shut-off valve Assembly w/ Valve Box	3	0	1	4	EA	\$ 400.00	\$ 400.00	0
A-68	Furnish and Install Quick Coupler Valve Assembly w/Valve	3	0	1	4	EA	\$ 350.00	\$ 350.00	0
A-70	Furnish and Install Drip System Complete Per Plan	4,397	0	5,000	9,397	SF	\$ 5.50	\$ 27,500.00	0
A-73	Furnish and Install 2" Sch 80 PVC Conduit	105	0	150	255	LF	\$ 80.00	\$ 12,000.00	0
A-77	365 Day Maintenance Period	1	0	-1	0	LS	\$ 35,000.00	\$ (35,000.00)	0
	180 Day Maintenance Period	0	0	1	1	LS	\$ 35,000.00	\$ 35,000.00	0
ADD A-9	Furnish and Install 24" Box Trees	0	0	11	11	EA	\$ 2,500.00	\$ 27,500.00	0
S-1	Construct PCC Curb, Type A1-6 complete	0	0	1,466	1,466	LF	\$ 17.98	\$ 26,358.68	7
S-2	Slot Pave	0	0	120	120	TN	\$ 147.42	\$ 17,690.40	1
S-3	Furnish and Install CMB and Grade for PCC Curb	0	0	1	1	LS	\$ 19,177.33	\$ 19,177.33	1
S-4	Top Soil	0	0	500	500	CY	\$ 38.00	\$ 19,000.00	0
S-5	Furnish and install Moisture barrier	0	0	1,466	1,466	LF	\$ 6.00	\$ 8,796.00	0
S-6	Perform connection to water service, hot tap and stub out	0	0	1	1	EA	\$ 4,473.40	\$ 4,473.40	0
S-7	Furnish and install Backflow Preventer assembly in cage	0	0	1	1	EA	\$ 5,000.00	\$ 5,000.00	0
S-8	Furnish and Install 2#8 wires	0	0	1,330	1,330	LF	\$ 1.50	\$ 1,995.00	0
S-9	Furnish and Install 1" Sch 80 PVC Conduit	0	0	665	665	LF	\$ 2.50	\$ 1,662.50	0
S-11	Potable Water Service (1" meter)	0	0	1	1	EA	\$ 4,000.00	\$ 4,000.00	0
S-12	Furnish and install Calsense irrigation controller assembly	0	0	1	1	EA	\$ 15,000.00	\$ 15,000.00	0
S-13	Furnish and Install #5 Pull Box	0	0	14	14	EA	\$ 600.00	\$ 8,400.00	0
S-14	GRC Conduit for Power	0	0	220	220	LF	\$ 85.08	\$ 18,717.60	1
Total Cost:								\$ 275,181.91	10
THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS:								\$ 275,181.91	10

Approval Recommended by: <u>Amr Abuelhassan, Construction Manager (SouthStar)</u>	Date: _____
Approval Recommended by: <u>Kenneth Tang, Project Manager</u>	Date: _____
Approval Recommended by: <u>Jose Loera, P.E., Interim Deputy City Engineer</u>	Date: _____
Approved by: <u>Arturo Cervantes, P.E., Assistant City Manager / Director of Public Works</u>	Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the Contractor, do not sign acceptance of this Order, your attention is directed to the requirements of the Specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Accepted by: Contractor's Representative Title: _____	Date: _____
---	-------------

5

AGREEMENT FOR STREET IMPROVEMENTS ON GARFIELD AVENUE FROM SOUTH CITY LIMIT TO JEFFERSON AVENUE AND IMPERIAL HIGHWAY FROM WEST CITY LIMIT TO EAST CITY LIMIT CITY PROJECT NO. 413-ST, FEDERAL PROJECT NO. STPL-5257(030) AND FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL HIGHWAY CENTER MEDIAN CITY PROJECT NO. 496-ST, FEDERAL PROJECT NO. HSIPL-5257(032)

This Agreement for construction of the Street Improvements on Garfield Avenue from South City Limit to Jefferson Avenue and Imperial Highway from West City Limit to East City Limit, City Project No. 413-ST, Federal Project No. STPL-5257(030), and Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal Project No. HSIPL-5257(032), is made and entered into on June 23, 2020, by and between the City of South Gate ("Owner"), and Sequel Contractors, Inc., California corporate number C1677728 ("Contractor"). The Owner and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

The Owner and the Contractor mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No.____, which involves the following project: Street Improvements on Garfield Avenue from South City limit to Jefferson Avenue and Imperial Highway from West City Limit to East City Limit City, Project No. 413-ST, Federal Project No. STPL-5257(030) and Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median City Project No. 496-ST, Federal Project No. HSIPL-5257(032).

Said work shall be performed in accordance with the Contract Documents, which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by Owner.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum shall not exceed **Six Million Two Hundred Eighty Three Thousand One Hundred Sixty Nine Dollars and Eighty Cents (\$6,283,169.80)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder,

including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, delivery, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Bid Schedule(s), the Bid Security Forms for Check or Bond, this Agreement, Worker's Compensation Insurance Certificate, the Non-Collusion Affidavit, the Specifications, and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, its consultants and sub-consultants, their respective officers, agents, and employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contract. Supplier's obligation to indemnify, defend and save harmless the City of South Gate, its consultants and sub-consultants, and their respective officers, agents and employees, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, its consultants and sub-consultants and their respective officers, agents, and employees, in connection with any such claims, losses, lawsuits or actions. **THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES AND DELIVERY OF MATERIALS TO BE PROVIDED UNDER THIS AGREEMENT.**

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further

acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the Parties, whether Owner or Contractor, executes said Agreement.

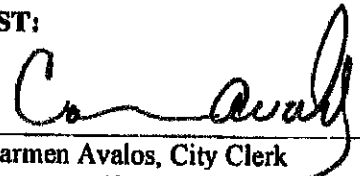
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: 
Maria Davila, Mayor

Dated: _____

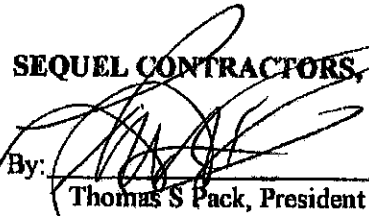
ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

SEQUEL CONTRACTORS, INC.:

By: 
Thomas S Pack, President

Date July 7, 2020

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A

13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF SEQUEL CONTRACTORS, INC.

The undersigned being all of the Directors of SEQUEL CONTRACTORS, INC. a California Corporation, do hereby take the following action by this written consent at a meeting of the Board of Directors held on April 4, 2019 in accordance with the Bylaws of the Corporation and the California Corporation Code.

WHEREAS, the Board of Directors deems it advisable to authorize the officers of the Corporation, Abel Magallanes, Thomas S. Pack and Michael A. Mahler, respectively, to execute bid bonds on behalf of the Corporation with any agency, person, company or municipality;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized to execute labor, material, and faithful performance bonds in connection with contracts to be entered into with any agency, person, company or municipality;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized and directed to execute and deliver street improvement contracts and related agreements with any agency, person, company or municipality on such terms conditions as they deem advisable in their sole discretion;


RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized by their sole signatures on any document to bind this corporation to contract, bids, bonds, etc.;


RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized and directed to take any and all such other actions and execute such other documents as may be necessary or appropriate to carry out the purposes of the foregoing authorizations.

In witness thereof, the undersigned Directors have executed this unanimous written consent to indicate this adoption of the consent of the foregoing resolution and the action set forth therein.

Dated: April 04, 2019


Thomas S. Pack
Director & President


Abel Magallanes
Director, Vice President & Assistant Secretary


Michael A. Mahler
Director & Secretary

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

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

DATED July 7, 2020

Sequel Contractors, Inc.

CONTRACTOR

By: 

Signature

Thomas S. Pack

President

Title

ATTEST:

By: 

Signature

Michael A. Mahler

Secretary

Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

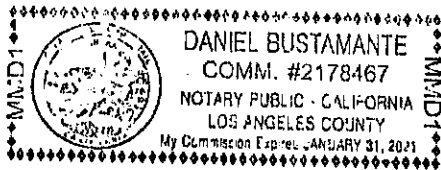
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 7/7/20 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Thomas S. Park, President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

**STREET IMPROVEMENTS ON GARFIELD AVENUE FROM SOUTH CITY LIMIT
TO JEFFERSON AVENUE AND IMPERIAL HIGHWAY FROM WEST CITY LIMIT
TO EAST CITY LIMIT CITY PROJECT NO. 413-ST,
FEDERAL PROJECT NO. STPL-5257(030) AND
FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL
HIGHWAY CENTER MEDIAN CITY PROJECT NO. 496-ST,
FEDERAL PROJECT NO. HSIPL-5257(032)**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

Bond No. 107163148

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the South Gate City ("City" herein) has awarded to Sequel Contractors, Inc., California corporate number C1677728 ("Contractor" herein) a contract for:

**STREET IMPROVEMENTS ON GARFIELD AVENUE FROM SOUTH CITY LIMIT
TO JEFFERSON AVENUE AND IMPERIAL HIGHWAY FROM WEST CITY LIMIT
TO EAST CITY LIMIT, CITY PROJECT NO. 413-ST,
FEDERAL PROJECT NO. STPL-5257(030) AND
FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL
HIGHWAY CENTER MEDIAN, CITY PROJECT NO. 496-ST,
FEDERAL PROJECT NO. HSIPL-5257(032); and**

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the City in the penal sum of **Six Million Two Hundred Eighty Three Thousand One Hundred Sixty Nine Dollars and Eighty Cents (\$6,283,169.80)**, lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included

in any judgment rendered.

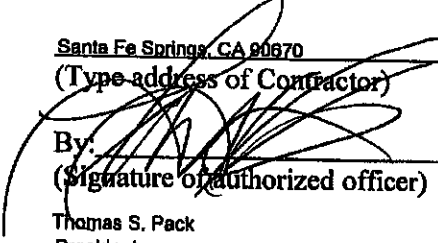
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

Sequel Contractors, Inc.
(Type name of Contractor)

13546 Imperial Highway

Santa Fe Springs, CA 90670
(Type address of Contractor)

By: 
(Signature of authorized officer)

Thomas S. Pack
President
(Title of officer)

Travelers Casualty and Surety Company of America
(Type name of Surety)

21888 Gateway Center Drive

Diamond Bar, CA 91765
(Type address of Surety)

By: 
(Signature of authorized officer)

Douglas A. Rapp
Attorney in Fact
(Title of officer)

APPROVED AS TO FORM:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

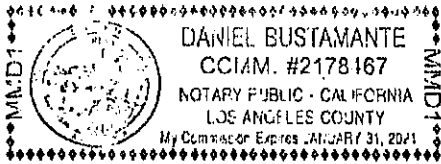
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 7/7/20 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Thomas S. Park, President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

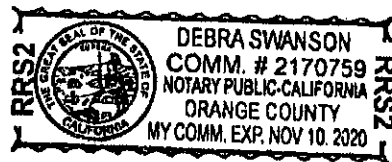
On July 07, 2020 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Douglas A. Rapp, of Aliso Viejo, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of July, 2020.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

**STREET IMPROVEMENTS ON GARFIELD AVENUE FROM SOUTH CITY LIMIT
TO JEFFERSON AVENUE AND IMPERIAL HIGHWAY FROM WEST CITY LIMIT
TO EAST CITY LIMIT CITY PROJECT NO. 413-ST,
FEDERAL PROJECT NO. STPL-5257(030) AND
FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL
HIGHWAY CENTER MEDIAN CITY PROJECT NO. 496-ST,
FEDERAL PROJECT NO. HSIPL-5257(032)**

100% PAYMENT BOND

Bond No. 107163148

WHEREAS, the City of South Gate, California ("City" herein), has awarded to Sequel Contractors, Inc., California corporate number C1677728, ("Contractor" herein) a Contract for the work described as follows:

**STREET IMPROVEMENTS ON GARFIELD AVENUE FROM SOUTH CITY LIMIT
TO JEFFERSON AVENUE AND IMPERIAL HIGHWAY FROM WEST CITY LIMIT
TO EAST CITY LIMIT CITY PROJECT NO. 413-ST,
FEDERAL PROJECT NO. STPL-5257(030) AND
FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL
HIGHWAY CENTER MEDIAN CITY PROJECT NO. 496-ST,
FEDERAL PROJECT NO. HSIPL-5257(032)**

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of Six Million Two Hundred Eighty Three Thousand One Hundred Sixty Nine Dollars and Eighty Cents (\$6,283,169.80) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

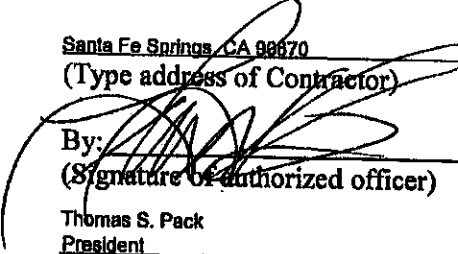
IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on July 7, 2020.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

Sequel Contractors, Inc.
(Type name of Contractor)

13546 Imperial Highway

Santa Fe Springs, CA 90670
(Type address of Contractor)

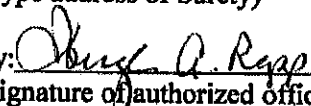
By: 
(Signature of authorized officer)

Thomas S. Pack
President
(Title of officer)

Travelers Casualty and Surety Company of America
(Type name of Surety)

21688 Gateway Center Drive

Diamond Bar, CA 91766
(Type address of Surety)

By: 
(Signature of authorized officer)

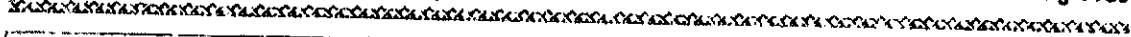
Douglas A. Rapp
Attorney In Fact
(Title of officer)

APPROVED AS TO FORM:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

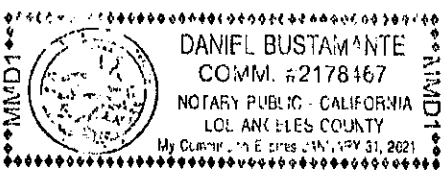


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 7/7/20 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Thomas S. Park, President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



Signature Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____
 Partner -- Limited General Partner -- Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

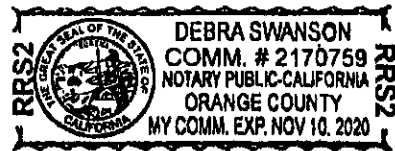
On July 07, 2020 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Douglas A. Rapp, of Aliso Viejo, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of July, 2020.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2020

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

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

PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806		CONTACT NAME: Marlene Valencia PHONE (A/C, No, Ext): (714)221-1800 FAX (A/C, No): (714)221-4196 EMAIL ADDRESS: mvalencia@bbsocal.com	
INSURED Sequel Contractors, Inc. 13546 Imperial Hwy. Santa Fe Springs CA 90670		INSURER(S) AFFORDING COVERAGE INSURER A: Middlesex Insurance Company NAIC # 23434 INSURER B: Navigators Specialty Insurance Company 38056 INSURER C: INSURER D: INSURER E: INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 19-20 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL ISUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		A0138008004	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y		A0138008001	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			A0138008006	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A0138008005	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability			SE19EXCZ0387GIC	10/01/2019	10/01/2020	Each Occurrence 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Sequel Job #569. STREET IMPROVEMENTS ON GARFIELD AVENUE FROM SOUTH CITY LIMIT TO JEFFERSON AVENUE AND IMPERIAL HIGHWAY FROM WEST CITY LIMIT TO EAST CITY LIMIT CITY PROJECT NO. 413-ST, FEDERAL PROJECT NO. STPL-5257(030) AND FIRESTONE BOULEVARD AND OTIS STREET IMPROVEMENTS AND IMPERIAL HIGHWAY CENTER MEDIAN CITY PROJECT NO. 496-ST, FEDERAL PROJECT NO. HSIPL-5257(032).

The City, officers, officials, employees and volunteers are named as Additional Insured as respects to General Liability and Auto Liability in regards to the operations of the Named Insured if required by written contract. General and Auto Liability are primary and

CERTIFICATE HOLDER South Gate City Public Works Attn: City Engineer 8650 California Ave South Gate CA 90280	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

COMMENTS/REMARKS

noncontributory if required by written contract. 30 Days notice of cancellation if required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	All locations per written contract, agreement or permit Description: All jobs performed that have a written contract, agreement or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	All locations and jobs performed that have a written contract, agreement or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: A0138008004

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All construction projects away from premise owned by or rented by Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: A0138008001

COMMERCIAL AUTO
CA 76 01 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Sequel Contractors Inc
Endorsement Effective Date: 10/01/2019

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in:

- (1) Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

CA 76 01 06 15
A0138008
Middlesex Insurance Company

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with its permission.

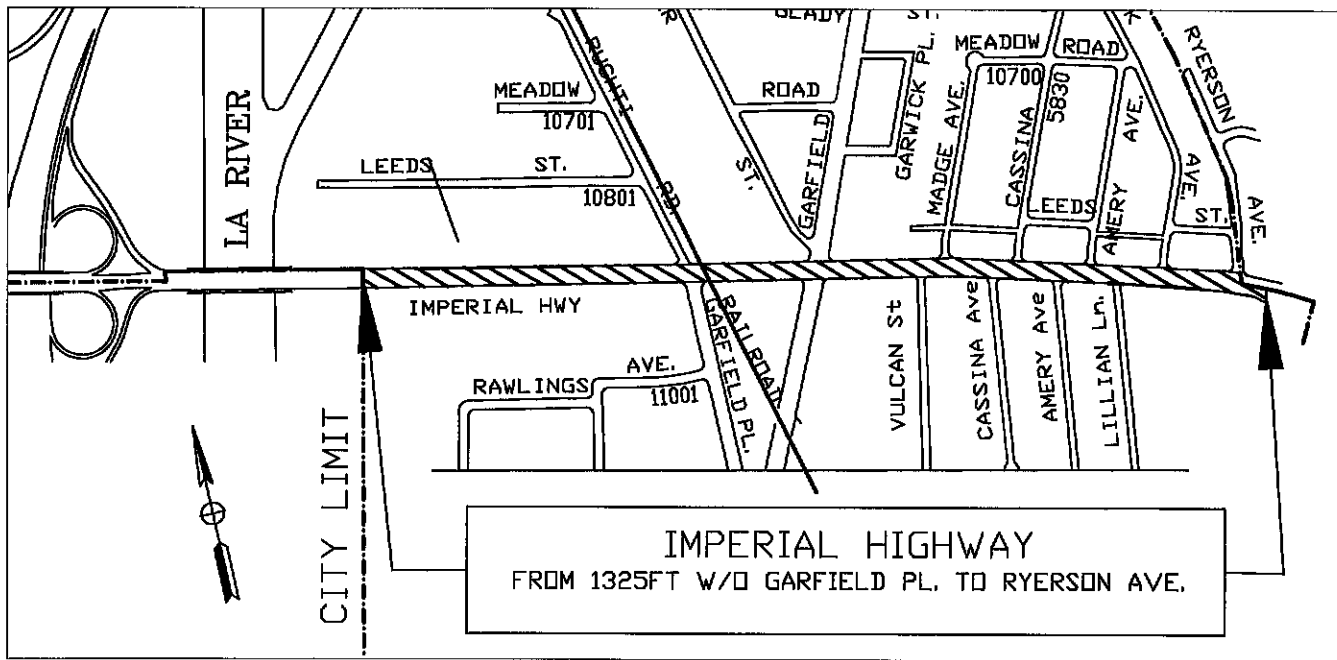
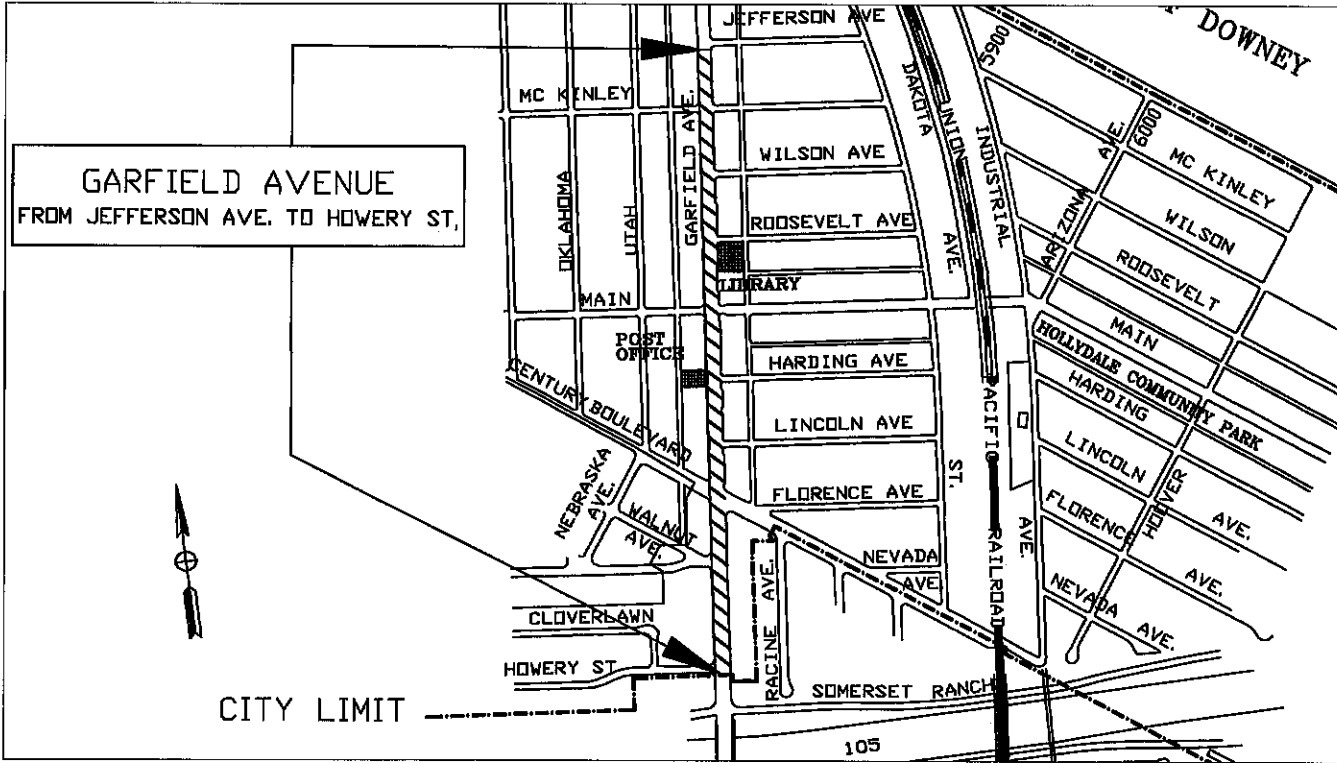
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09/26/2019

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CITY OF SOUTH GATE



LOCATION MAP

N



FIRESTONE BLVD./OTIS ST. IMPROVEMENTS PROJECT

SAN VICENTE AVE.

FIRESTONE BLVD.

RIGHT OF WAY

EXISTING MEDIAN

PROPOSED LOADING ZONE

PROPOSED RIGHT-TURN LANE

PROPOSED SIDEWALK

RIGHT OF WAY

OTIS ST.

SOUTH GATE MIDDLE SCHOOL

SCOPE OF WORK

- CONSTRUCT A STUDENT LOADING ZONE
- CONSTRUCT RIGHT-TURN LANE
- RECONSTRUCT CURB RAMP
- MODIFY TRAFFIC SIGNAL TO ADD LEFT TURN PHASING (NB)
- SIGNING AND STRIPING

5/2

ATTACHMENT E - BUDGET SUMMARY

Project Description CIP Account No. City Council Action	Garfield/Imperial, 413-ST, STPL 5257(030) 311-790-31-9433						Firestone/Otis & Imperial Medians, 496-ST, HSIPL-5257(32) 311-790-31-9457						Total
	STPL Funds	SE-1 Funds	Prop C Funds	Prop C Funds	Pending	General Funds	Water Funds	HSIPL Funds	TAC- Measure R	Prop C Funds	Gas Tax	Water Funds	
Funding Sources	\$ 2,278,821	\$ 500,000	\$ 1,950,000	\$ 1,070,000	\$ 200,000	\$ 1,850	\$ 100,000	\$ 887,400	\$ 2,156,250	\$ 1,020,000	\$ 4,676	\$ 110,000	\$ 10,388,997
Project Design Phase		\$ 29,056	\$ 606,822	\$ 5,641		\$ 1,850		\$ 151,083		\$ 305,338	\$ 4,676		\$ 1,102,466
Construction Contract	\$ 2,278,821	\$ 465,303	\$ 1,353,178	\$ 45,510			\$ 100,000	\$ 537,510	\$ 1,145,938	\$ 531,910			\$ 6,458,170
CCO No. 1				\$ 144,138	\$ 131,044								\$ 275,182
CCO No. 2				\$ 102,215					\$ 20,615			\$ 106,000	\$ 228,830
Construction Contingency*				\$ 172,372	\$ 19,657				\$ 124,286	\$ 97,250		\$ 4,000	\$ 417,565
Const. Management & Inspection*				\$ 444,709	\$ 21,000				\$ 222,418				\$ 685,127
Steff YLno*				\$ 118,472	\$ 23,299			\$ 61,427	\$ 50,559	\$ 6,486			\$ 260,243
Construction Support*				\$ 36,943	\$ 5,900				\$ 17,722	\$ 1,773			\$ 61,438
Total	\$ 2,278,821	\$ 494,359	\$ 1,960,000	\$ 1,070,000	\$ 200,000	\$ 1,850	\$ 100,000	\$ 750,020	\$ 1,581,538	\$ 940,757	\$ 4,676	\$ 110,000	\$ 9,492,021
Remaining Balance:	\$ -	\$ 5,641	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 137,380	\$ 574,712	\$ 79,243	\$ -	\$ -	\$ 796,976
Total Project Cost:				\$6,110,671					\$4,173,650				

*Included 10% Contingency

RECEIVED

APR 14 2021

City of South Gate
CITY COUNCIL

Item No. 9

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

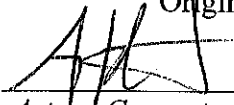
11:15am

AGENDA BILL

For the Special Meeting of: April 20, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: IMPERIAL HIGHWAY COMPLETE STREET STUDY (STUDY) IMPLEMENTATION AGREEMENT AND APPOINTMENTS TO THE STUDY COMMITTEE AND THE TECHNICAL ADVISORY COMMITTEE

PURPOSE: The Gateway Cities Council of Governments (COG) is collaborating with several local agencies to prepare the Imperial Highway Complete Street Study (Study). This is a planning effort to increase active modes of transportation and reduce traffic congestion on Imperial Highway, across member jurisdictions. The Interim City Manager recently approved the Study Implementation Agreement administratively. It is recommended to fund South Gate's share of the Study and to appoint staff representatives to serve on the Study Technical Advisory Committee in order to participate.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Appropriating \$4,042 from the unassigned Measure R balance to Account No. 224-780-31-6101 (Measure R Fund - Professional Services) to fund the Imperial Highway Complete Street Study (Study); and
- b. Appointing Arturo Cervantes, Assistant City Manager/Director of Public Works, as the primary representative, and Kenneth Tang, Senior Civil Engineer, as the alternate representative to the Study Technical Advisory Committee.

PA/BJP

FISCAL IMPACT: There is no impact to the General Fund. The Implementation Agreement includes seven agencies which make-up approximately 14.6 linear miles of the corridor, of which just under one linear mile is in South Gate. The cost to prepare the study is \$219,600, of which \$160,000 will be funded by a grant and \$59,600 by contributions from the seven participating agencies. The City's share is \$4,042 and is based on the proportional share of the linear miles through the City. Staff is requesting an appropriation of \$4,042 of unassigned Measure R funds to fund the City's share.

ALIGNMENT WITH COUNCIL GOALS: The Imperial Highway Complete Street Study aligns with the City Council's goal for "Continuing Infrastructure Improvements."

ANALYSIS: Imperial Highway is a major east/west arterial corridor that spans from the City of Lynwood to the City of La Mirada. Imperial Highway transmits a significant amount of traffic, particularly in relieving heavy traffic volumes along the I-710, I-605, I-105 and I-5 freeways, as Imperial Highway crosses at varying points. Through the COG, cities along the Imperial Highway corridor have expressed interest in developing a "Complete Streets" plan. The COG has secured a \$160,000 grant to prepare a Complete Streets Study. It would develop a plan for a multimodal transportation system for the Imperial Highway corridor to enhance local and regional transportation mobility and sustainability. It would provide a plan for a pedestrian and bike friendly environment that operates effectively and efficiently for all modes of transportation. Safety, air quality and congestion

relief are amongst the benefits. Interested agencies may participate by approving an Implementation Agreement and appointing representatives to its respective committees.

The Implementation Agreement has been approved administratively by the Interim City Manager. It establishes two committees: the Imperial Highway Complete Street Study Committee (Committee) and the Imperial Highway Complete Street Study Technical Advisory Committee (TAC). These bodies will work in coordination to provide policy assistance, guidance and direction during the development of the Imperial Highway Complete Street Study. The Committee consists of elected officials of the legislative bodies of each agency. Participating agencies must appoint a representative and an alternate. The TAC consists of a staff representative of each agency, generally such representative being the Director of Public Works or City Engineer. TAC members do not receive compensation for participating. On April 13, 2021, the City Council appointed members to the Committee. The City Council may now appoint members to the TAC.

BACKGROUND: The COG's purpose includes transportation planning for the sub-region and advocating for funding for City and sub-regional projects – the Imperial Highway Complete Street Study advances that purpose. The Imperial Highway Complete Street Study is the fifth arterial corridor study being advanced under this program (the Artesia Boulevard Corridor Study, Lakewood/Rosemead Boulevard Study, Atlantic Boulevard/Avenue Corridor, and Florence Avenue Corridor having been previously approved by the COG and participating agencies).

Imperial Highway is a major east-west travel corridor through the Gateway Cities sub-region, connecting the cities of Lynwood, South Gate, Downey, Norwalk, Santa Fe Springs, and La Mirada, as well as the County of Los Angeles unincorporated. The goal of the COG is to begin coordinating the involved jurisdictions by developing the scope of the project recognizing the local condition and preferences that each agency has. At the completion of this process, the COG and participating agencies will have a “complete streets” plan that will allow them to better competitively compete for federal, state and regional funding opportunities. In particular, the plan will have an evaluation of the Corridor's existing and future conditions, a needs analysis and conceptual design of the Corridor.

It should be noted, street improvements on Imperial Highway are currently under construction. The proposed Imperial Highway Complete Street Study will plan for additional improvements that could be constructed at a future time, beyond those under construction. The study will evaluate the complete streets elements that are missing from the ongoing improvements, and prepare an upgraded complete street overlay including the wayfinding, aesthetics, water quality features, bus continuity evaluation and turnouts concepts. As such, staff is recommending participating in the study.

ATTACHMENT: None

GD:lc

RECEIVED

APR 14 2021

City of South Gate

Item No. 10

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

1:40pm

AGENDA BILL

For the Special Meeting of: April 20, 2021

Originating Department: Public Works

Department Director: _____


Arturo Cervantes

Interim City Manager: _____



Chris Jeffers

SUBJECT: APPROPRIATION OF USED OIL RECYCLING GRANT FUNDS AND BEVERAGE CONTAINER RECYCLING GRANT FUNDS AWARDED TO THE CITY IN FISCAL YEARS 2018/19 THROUGH 2020/21

PURPOSE: The City has been awarded grant funds by CalRecycle for the Used Oil Recycling Program and Beverage Container Recycling Program for Fiscal Years 2018/19, 2019/20 and 2020/21. The grant funds require an appropriation to fund expenditures incurred in Fiscal Year 2018/19 and 2019/20 on the City's Used Oil Recycling Program and Beverage Container Recycling Program (Programs). The grant funds also require an appropriation to fund expenditures being incurred in Fiscal Year 2020/21 on the Programs.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Appropriating \$23,650 and \$23,650 in Used Oil Recycling Grant funds awarded to the City in Fiscal Years 2018/19 and 2019/20, respectively, to Account No. 413-733-51-6608 (Used Oil Recycling Professional Services) to fund prior expenditures for as-needed consulting services utilized by the City to continue the City's Used Oil Recycling Program in Fiscal Years 2018/19 and 2019/20;
- b. Appropriating \$24,025 in Used Oil Recycling Grant funds awarded to the City in Fiscal Year 2020/21 to Account No. 218-720-54-6101 (Used Oil Recycling Professional Services) to fund ongoing activities for as-needed consulting services utilized by the City to continue the City's Used Oil Recycling Program in Fiscal Years 2020/21;
- c. Appropriating \$23,650 and \$23,650 in Beverage Container Recycling Grant funds awarded to the City in Fiscal Years 2018/19 and 2019/20, respectively, to Account No. 413-733-51-6607 (Beverage Container Recycling Professional Services) to fund prior expenditures for as-needed consulting services utilized by the City to continue the City's Beverage Container Recycling Program in Fiscal Years 2018/19 and 2019/20; and
- d. Appropriating \$23,895 in Beverage Container Recycling Grant funds awarded to the City in Fiscal Year 2020/21 to Account No. 219-722-56-6101 (Beverage Container Recycling Professional Services) to fund ongoing activities for as-needed consulting services utilized by the City to continue the City's Beverage Container Recycling Program in Fiscal Year 2020/21.

 **FISCAL IMPACT:** There is no impact to the General Fund. The total appropriation amount of Used Oil Recycling Grant funds and Beverage Container Recycling Grant funds is \$71,325 and \$71,195, respectively, as summarized in the table on the following page:

Grant Program/Accounts	Fiscal Year 2020/21 Appropriation			Total
	FY 2018/19 Grant Award	FY 2019/20 Grant Award	FY 2020/21 Grant Award	
Used Oil Recycling Grant Appropriation Summary				
Account No. 413-733-51-6608	\$23,650	\$23,650		\$47,300
Account No. 218-720-54-6101			\$24,025	\$24,025
Total	\$23,650	\$23,650	\$24,025	\$71,325
Beverage Container Recycling Grant Appropriation Summary				
Account No. 413-733-51-6607	\$23,650	\$23,650		\$47,300
Account No. 219-722-56-6101			\$23,895	\$23,895
Total	\$23,650	\$23,650	\$23,895	\$71,195

ANALYSIS: The State of California Department of Resources Recycling (CalRecycle) offers grant opportunities each year to local agencies to promote recycling and reduce pollution, through the Used Oil Recycling Program and Beverage Container Recycling Grant Program (Programs). The City has been successful in securing grants from the Programs annually since 2001. Every year, the City uses these grant funds to continue implementing the City's Used Oil Recycling Program and Beverage Container Recycling Program.

Grant funding from the Programs has been received for Fiscal Years 2018/19 and 2019/20, in the amount of \$94,600. The grant funds could be utilized to pay for contract expenditures incurred in Fiscal Years 2018/19 and 2019/20. In those years, contract expenditures included purchase of recycling bins and program supplies, community events, public outreach and education, and program administration, for a total of \$94,600. The expenditures are summarized in the table below, by year. It is noted that the City has paid for some of the services for said fiscal years. However, currently, there is a total of \$36,401 in unpaid invoices for services provided in Fiscal Year 2018/19. By appropriating the \$94,600 funds requested herein, these invoices will be paid.

John L. Hunter and Associates, Inc. Contract No. 3324 Expenditures	FY 2018/19	FY 2019/20	TOTAL
Used Oil Recycling Program	\$23,650*	\$23,650	\$47,300
Beverage Container Recycling Program	\$23,650**	\$23,650	\$47,300
Total	\$47,300	\$47,300	\$94,600

* There is a total of \$15,400 in unpaid invoices.

** There is a total of \$21,000 in unpaid invoices.

The City has been awarded grant funds from the Programs this Fiscal Year (FY 2020/21). Similarly, funding received from the grant programs will be utilized to continue the City's Used Oil Recycling Program and a Beverage Container Recycling Program this fiscal year. Total planned program costs are summarized below:

*John L. Hunter and Associates, Inc.	FY 2020/21
Used Oil Recycling Program	\$24,025
Beverage Container Recycling Program	\$23,895

* At their regular meeting of April 27, 2021, the City Council will be requested to award a contract to John L. Hunter and Associates, Inc. to continue implementing the programs.

BACKGROUND: CalRecycle manages the State's recycling and waste management programs. One of their missions is to inspire and challenge Californians to achieve the highest waste reduction, recycling and reuse goals in the nation. CalRecycle offers the Used Oil Recycling Program and a Beverage Container Recycling Program to support promote their mission.

The Used Oil Recycling Program aims to develop and promote alternatives to the illegal disposal of used oil by establishing a statewide network of collection opportunities. Major program goals include providing the

public with convenient collection locations for used oil; developing methods to motivate the public to recycle their used oil; and providing for development and maintenance of used oil and oil filter collection and recycling programs.

The Beverage Container Recycling Program aims to promote increased recycling of beverage containers and reduce the beverage container litter in the waste stream. Similarly, the program aims to provide convenient beverage container recycling opportunities in various locations statewide, as well as to educate and encourage the public to recycle beverage containers.

The City secures funding annually to continue its Used Oil Recycling Program and Beverage Container Recycling Program, which meets the vision of the State. The City's Used Oil Recycling Program entails public outreach programs and community events to increase the use of certified oil recycling centers, increase the collection of used oil filters, and decrease pollution from used oil entering the City's storm drain system. The City's Beverage Container Recycling Program entails public outreach programs and recycling education by holding promotional events during the Annual Earth Day Celebration and Family Day in the Park Event. It also includes purchasing of recycling bins and water refill stations. Attachment "D" provides informational handouts for edification purposes. Attachment "E" provides a list of the businesses in the City that are participating in these programs as certified used oil recycling centers and certified beverage container recycling centers.

The grant funds received in Fiscal Years 2018/19 and 2019/20 from the Used Oil Recycling Program and the Beverage Container Recycling Program will be utilized to fund prior program expenditures. Under Contract No. 3324, the City utilized the services of John L. Hunter and Associates, Inc., to implement the Used Oil Recycling Program and Beverage Container Recycling Program in Fiscal Years 2018/19 and 2019/20. Contract No. 3324 was administratively approved on May 17, 2017, for a one-year term in the amount of \$47,300. The City Council ratified Contract No. 3324 on December 10, 2019, and also approved Amendment No. 1 to the contract retroactively extending its term from June 30, 2018 through June 30, 2020, for a total amount of \$94,600, \$47,300 per year (see Attachment "C"). The total amount of the three year contract was \$141,900 and the term expired on June 30, 2020. At that time, the City Council authorized the Used Oil Recycling Program and Beverage Container Recycling Program grant funds to fund the contract. As such, the funds appropriated herewith will be utilized to pay for services rendered under Contract No. 3324.

The grant funds received from the Used Oil Recycling Program and a Beverage Container Recycling Program for Fiscal Year 2020/21 will also be utilized to fund consultant services with John L. Hunter and Associates, Inc. On April 27, 2021, the City Council will be requested to authorize a contract with JH&A to implement the Used Oil Recycling Program and a Beverage Container Recycling Program, which was procured competitively through a Request for Proposal. The proposed contract amount for the Used Oil Recycling Program is planned for \$35,035, or \$24,025 for FY 2020/21 and \$11,010 for FY 2021/22 (two-year term). The proposed contract amount for the Beverage Container Recycling Program is for \$47,790, or \$23,895 annually, for a two-year term. It will encompass services for Fiscal Years 2020/21 through 2021/22.

- ATTACHMENTS:**
- A. Used Oil Recycling Grant Award Screenshot from CalRecycle Website
 - B. Beverage Container Recycling Grant Award Screenshot from CalRecycle Website
 - C. Agenda Bill ratifying Contract No. 3324 and approving Amendment No. 1
 - D. Program Information Handouts
 - E. Used Oil Recycling Program and Beverage Container Recycling Program Participants

JR:lc

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Application Program Requirements: City of South Gate (2017-18)

[Program Requirements](#) [Contacts](#) [Addresses](#) [Participating Jurisdictions](#) [Documents](#)

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When filling out your application, remember to do the following:

- Complete each tab
- Upload available documents (Resolution, Letter of Authorization or Letter of Designation)

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Applicant Information

Status: Awarded	Date 06/01/2017
Awarded Amount: 26,654.00	Submitted:
Application Due: 06/29/2017	Payment OPP8-17-Number: 0089
Payment Status: Paid	Documents 07/27/2017
	Due:
	Date Paid: 03/28/2018

Assembly District: 63 [Rendon, Anthony](#)
Senate District: 33 [Gonzalez, Lena A.](#)

Program Requirements

1) Your Used Oil Collection Program (Program) must provide one of the following pursuant to Public Resources Code (PRC) 48691(a)(1)(2). Check the appropriate box.

- Provides used oil curbside collection at least once a month. Ensures there is one Certified Used Oil Collection Center for every 100,000 residents.
- Provides a combination of used oil curbside collection and Ensuring Certified Used Oil collection center are available.
- Our Program currently does not meet the requirement pursuant to PRC 48691(a)(1)(2). CalRecycle staff will contact you to discuss this issue after application submittal.

2) Your Program must also provide a public education component that informs the public of locally available used oil recycling opportunities pursuant to PRC 48691(b). Check the appropriate box.

- Our Program has a public education component that informs the public of locally available used oil recycling opportunities.
- Our Program currently does not meet the requirement pursuant to PRC 48691(b). CalRecycle staff will contact you to discuss this issue after application submittal.

3) Are you currently participating in mediation mandated by AB 506, have you attempted to initiate such mediation or have you declared an emergency within the last 12 months? Note: The answer is for informational purposes and will not be used to determine eligibility for payment funding.

Yes No

Acceptance of Oil Payment Program Provisions

Applicant acknowledges that submittal of this application constitutes acceptance of all provisions contained in the [Used Oil Payment Program Guidelines](#)

Payment Options

Spring Payment Requested: Standard payment request
 Fall Payment Requested: Special Payment-Applicant certifies that no other CalRecycle funds are available for programmatic activities as of June 30 of this year.

Application Checklist

- Select Program Requirements and Provisions *
- Enter/Validate Primary Contact Information *
- Enter/Validate Secondary Contact Information
- Enter/Validate Signatory Authority Information *
- Enter/Validate Consultant Information
- Enter/Validate Physical Address *
- Enter/Validate Payment Address *
- Upload Resolution Document **
- Enter Participating Jurisdictions
- Upload Letter of Authorization (LOA) for each Participating Jurisdiction **
- Print, Sign and Upload Application Certification *
- Upload Letter of Designation (LOD)
- Submit Application *

(* required to submit application, ** required by document due date)

Documents

Export to Excel		
Title	Type	Date
Resolution No. 7430	Resolution	05/25/20
Application Certification	Application Certification	06/01/20
1	Page size: 20	2 items in 1 page

Contacts

Export to Excel			
Name	Type	Email	Validated
Arturo Cervantes	Primary Signatory Authority	acervantes@sogate.org	05/25/20
Guillermo Petra	Secondary	gpetra@sogate.org	05/25/20
Marie Anne Antiga	Consultant	mantiga@jlha.net	05/25/20
Michael Flad	Signatory Authority	mflad@sogate.org	05/25/20
Vinnie Timoteo	Secondary	vtimoteo@sogate.org	05/25/20
1	Page size: 20	5 items in 1 page	

Addresses

Export to Excel		
Type	Address	Validated
1		
1	Page size: 20	1 items in 1 page

Export to Excel		
Type	Address	Validated
Physical	8650 California Ave, South Gate	07/17/2017
Payment		
Mailing		
1	Page size: 20	1 items in 1 p

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Created by: Marie Anne Antiga 5/25/2017 11:56 AM
Last Updated by: Joshua Cook 4/9/2018 2:26 PM

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Application Program Requirements: City of South Gate (2018-19)

[Program Requirements](#) [Contacts](#) [Addresses](#) [Participating Jurisdictions](#) [Documents](#)

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Applicant Information

Status: Awarded	<input type="checkbox"/>	Date Submitted: 06/20/2018
Awarded Amount: 27,012.00	<input type="checkbox"/>	Payment Number: OPP9-18-0089
Application Due: 06/28/2018	<input type="checkbox"/>	Documents Due: 07/26/2018
Payment Status: Paid	<input type="checkbox"/>	Date Paid: 04/24/2019

Assembly District: 63 [Rendon, Anthony](#)
Senate District: 33 [Gonzalez, Lena A.](#)

Program Requirements

1) Your Used Oil Collection Program (Program) must provide one of the following pursuant to Public Resources Code (PRC) 48691(a)(1)(2). Check the appropriate box.

- Provides used oil curbside collection at least once a month.
 - Ensures there is one Certified Used Oil Collection Center for every 100,000 residents.
 - Provides a combination of used oil curbside collection and Ensuring Certified Used Oil collection center are available.
- Our Program currently does not meet the requirement pursuant to PRC 48691(a)(1)(2). CalRecycle staff will contact you to discuss this issue after application submittal.

2) Your Program must also provide a public education component that informs the public of locally available used oil recycling opportunities pursuant to PRC 48691(b). Check the appropriate box.

- Our Program has a public education component that informs the public of locally available used oil recycling opportunities.
- Our Program currently does not meet the requirement pursuant to PRC 48691(b). CalRecycle staff will contact you to discuss this issue after application submittal.

3) Are you currently participating in mediation mandated by AB 506, have you attempted to initiate such mediation or have you declared a emergency within the last 12 months? Note: The answer is for informational purposes and will not be used to determine eligibility for payment funding.

Yes No

Acceptance of Oil Payment Program Provisions

- Applicant acknowledges that submittal of this application constitutes acceptance of all provisions contained in the [Used Oil Payment Program Guidelines](#)

Payment Options

- Spring Payment Requested: Standard payment request
- Fall Payment Requested: Special Payment-Applicant certifies that no other CalRecycle funds are available for programmatic activities as of June 30 of this year.

Application Checklist

- Select Program Requirements and Provisions *
- Enter/Validate Primary Contact Information *
- Enter/Validate Secondary Contact Information *
- Enter/Validate Signatory Authority Information *
- Enter/Validate Consultant Information *
- Enter/Validate Physical Address *
- Enter/Validate Payment Address *
- Upload Resolution Document **
- Enter Participating Jurisdictions
- Upload Letter of Authorization (LOA) for each Participatin Jurisdiction **
- Print, Sign and Upload Application Certification *
- Upload Letter of Designation (LOD)
- Submit Application *

(* required to submit application, ** required by document due d

Documents

Export to Excel		
Title	Type	Date
Resolution No. 7430	Resolution	06/18/
FY1819 OPP9 Application Certificaton	Application Certification	06/20/
1 Page size: 20 2 items in 1 p		

Contacts

Export to Excel			
Name	Type	Email	Validat.
Arturo Cervantes	Primary Signatory Authority	acervantes@sogate.org	06/18/
Guillermo Petra	Secondary	gpetra@sogate.org	06/18/
Marie Anne Antiga	Consultant	mantiga@jlha.net	06/18/
Michael Flad	Signatory Authority	mflad@sogate.org	06/18/
Vinnie Timoteo	Secondary	vtimoteo@sogate.org	06/18/
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Addresses

Export to Excel			
Type	Address	Page size:	1 items in 1 p
1 Page size: 20 1 items in 1 p			

Export to Excel		
Type	Address	Validated
Physical Payment Mailing	8650 California Ave, South Gate	07/06/2018
1	Page size: 20	1 items in 1 page

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Last Updated by: Joshua Cook 5/16/2019 5:59 PM

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Application Program Requirements: City of South Gate (2019-20)

[Program Requirements](#) [Contacts](#) [Addresses](#) [Participating Jurisdictions](#) [Documents](#)

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When filling out your application, remember to do the following:

- Complete each tab
- Upload available documents (Resolution, Letter of Authorization or Letter of Designation)

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Applicant Information

Status: Awarded	Date: 06/26/2019
Awarded Amount: 26,053.00	Submitted:
Application Due: 06/27/2019	Payment OPP10-19-Number: 0089
Payment Status: Paid	Documents Due: 07/30/2019
	Date Paid: 03/27/2020

Assembly District: 63 [Rendon, Anthony](#)
Senate District: 33 [Gonzalez, Lena A.](#)

Program Requirements

1) Your Used Oil Collection Program (Program) must provide one of the following pursuant to Public Resources Code (PRC) 48691(a)(1)(2). Check the appropriate box.

- Provides used oil curbside collection at least once a month.
- Ensures there is one Certified Used Oil Collection Center for every 100,000 residents.
Provides a combination of used oil curbside collection and Ensuring Certified Used Oil collection center are available.
- Our Program currently does not meet the requirement pursuant to PRC 48691(a)(1)(2). CalRecycle staff will contact you to discuss this issue after application submittal.

2) Your Program must also provide a public education component that informs the public of locally available used oil recycling opportunities pursuant to PRC 48691(b). Check the appropriate box.

- Our Program has a public education component that informs the public of locally available used oil recycling opportunities.
- Our Program currently does not meet the requirement pursuant to PRC 48691(b). CalRecycle staff will contact you to discuss this issue after application submittal.

3) Are you currently participating in mediation mandated by AB 506, have you attempted to initiate such mediation or have you declared an emergency within the last 12 months? Note: The answer is for informational purposes and will not be used to determine eligibility for payment funding.

Yes No

Acceptance of Oil Payment Program Provisions

- Applicant acknowledges that submittal of this application constitutes acceptance of all provisions contained in the [Used Oil Payment Program Guidelines](#)

Payment Options

- Spring Payment Requested: Standard payment request
- Fall Payment Requested: Special Payment-Applicant certifies that no other CalRecycle funds are available for programmatic activities as of June 30 of this year.

Application Checklist

- Select Program Requirements and Provisions *
- Enter/Validate Primary Contact Information *
- Enter/Validate Secondary Contact Information *
- Enter/Validate Signatory Authority Information *
- Enter/Validate Consultant Information *
- Enter/Validate Physical Address *
- Enter/Validate Payment Address *
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- Submit Application *

(* required to submit application, ** required by document due date)

Documents

Export to Excel		
Title	Type	Date
Resolution No. 7430	Resolution	06/24/19
FY1920 OPP10 Application Certification	Application Certification	06/26/19
1	Page size: 20	2 items in 1 p.

Contacts

Export to Excel			
Name	Type	Email	Validat
Arturo Cervantes	Primary Signatory Authority	acervantes@sogate.org	06/24/19
Jacqueline Mak	Secondary Consultant	jmak@jlha.net	06/24/19
Michael Flad	Signatory Authority	mflad@sogate.org	06/24/19
Victor Chavez	Secondary	vchavez@sogate.org	06/24/19
Vinnie Timoteo	Secondary	vtimoteo@sogate.org	06/24/19
1	Page size: 20	5 items in 1 p.	

Addresses

Export to Excel		
Type	Address	Validated
1	Page size: 20	1 items in 1 p.

Export to Excel		
Type	Address	Validated
Physical Payment Mailing	8650 California Ave, South Gate	07/05/2019
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Funding Request Detail: South Gate (2017-18)

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Instructions

To begin the Funding Request, click on "Edit." For Individual Applications, change the Funding Request Type to Individual. For Regional Applications, change the Funding Request Type to Regional, click Save. A new Participating Jurisdictions tab will be added to Regional Applications only.

In the Program Requirements section, complete items 1, 2, 3 and 4. Refer to the Program Guidelines regarding eligible funding activities. Check marks in the Funding Request Checklist section will turn from red to green as items are completed.

Complete the remaining tabs. After all tabs are complete, return to this page and click Print Funding Request. The authorized signature authority must sign the Funding Request Certification. Upload it to Documents tab and return to this page to click Submit Funding Request.

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Funding Status

Eligible Funds: 24,634
Status: Paid
Funding Request Type: Individual
Date Submitted: 04/04/2018
Awarded Funds: 24,634
Due Date: 04/09/2018
Submitted By: Marie Anne Antiga
 Auto-Approved

Program Requirements

1) Provide a brief description of the proposed project(s) that you plan to implement with city/county payment program funds. Public Resources Code 14581 (a)(3)(B).

Project Description:

When applicable, CCPP funds will be used to promote beverage container recycling in partnership with the used oil recycling and/or stormwater pollution prevention programs. Some

2) Please specify supermarket siting information pursuant to Public Resources Code 14581 (a)(3)(F). (Supermarket sites refer to certified recycling centers at supermarkets (PRC 14526.6))

Have you prohibited the siting of a supermarket site?
 Yes No

Have you caused a supermarket to close its business?
 Yes No

Have you adopted a land use policy that restricts or prohibits the siting of a supermarket site within your jurisdiction?
 Yes No

3) Are you currently participating in mediation mandated by AB 506? Have you attempted to initiate such mediation or have you declared a fiscal emergency within the last 12 months? Note: The answer is for informational purposes and will not be used to determine eligibility for payment funding.
 Yes No

4) California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this Funding Request. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this project, the agreement will be terminated and any disbursed program funds shall be returned to CalRecycle. If any applicant or participating jurisdiction is a charter city, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this Funding Request? Check the following, as applicable.

Yes, One or more charter cities included in this

Funding Request Checklist

- Enter Funding Request Program Requirements
- Enter/Validate Signature Authority Contact Information
- Enter/Validate Primary Contact Information
- Enter/Validate Secondary Contact Information
- Enter/Validate Physical Address
- Enter/Validate Payment Address
- Enter Activities
- Upload Resolution
- Upload Letter of Designation, if applicable
- Print, Sign and Upload the Funding Request
- Submit Funding Request
- Enter Expenditures

Contacts

Name	Contact Type	Phone Number	Validated On	Review
Michael Flad	Signature Authority	(323) 563-9503	03/23/2018	04/05,
Marie Anne Antiga	Primary (Funding Request)	(562) 802-7880 x239	03/23/2018	
Arturo Cervantes	Secondary	(323) 563-9567	03/23/2018	
Guillermo Petra	Secondary	(323) 357-9614	03/23/2018	

Addresses

Address	Address Type	Validated On	Review
8650 California Avenue South Gate	Physical, Mailing, Payment	03/23/2018	

Documents

Title	Type	Date	Review
Resolution No. 7701	Resolution	04/12/2016	04/05,
FY1718 Funding Request	Signed Funding Request	04/04/2018	04/05,
All Invoices	Expenditure Reporting	06/30/2020	
South Gate Expenditure Certification	Expenditure Certification	08/31/2020	

Transactions

Type	Jurisdiction	Date	Activity Item Name	Am
Entitlement	South Gate	03/23/2018		\$:
Payment	South Gate	07/31/2018		-\$:

Balance:

Funding Request are prohibited from receiving state funding for the project described in this Funding Request. We acknowledge that our organization will be disqualified because we are not eligible.

No, Applicant certifies that no charter cities included in this application are prohibited from receiving state funding for the project described in this Funding Request.

Not Applicable, This Funding Request does not include any charter cities.

5) These funds shall not be used for activities unrelated to beverage container recycling or litter reduction, Public Resources Code 14581 (a)(3)(C). Applicant acknowledges that submittal of this Funding Request constitutes acceptance of all provisions contained in the [City/County Payment Program Guidelines](#).

Yes, I accept. No, I do not accept.

[Back](#)

Created by: Marie Anne Antiga 3/12/2018 4:58 PM
Last Updated by: Jacqueline Mak 9/1/2020 1:24 PM

Region Information

Region: 7 , Los Angeles

Field Representative: [Blair McIntosh](#) (916) 324-1237

Backup Representative: [Duartina Johnson](#) (916) 341-6314

Cycle Support Staff: [Melissa Sanford](#) (916) 341-6104

Backup Cycle Support Staff: [Melissa Sanford](#) (916) 341-6104

City/County Annual Payment and Reporting System <https://secure.calrecycle.ca.gov/CAPRS/>

Contact: [Regional Representative](#)

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Funding Request Detail: South Gate (2018-19)

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Instructions

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In the Program Requirements section, complete items 1, 2, 3 and 4. Refer to the Program Guidelines regarding eligible funding activities. Check marks in the Funding Request Checklist section will turn from red to green as items are completed.

Complete the remaining tabs. After all tabs are complete, return to this page and click Print Funding Request. The authorized signature authority must sign the Funding Request Certification. Upload it to Documents tab and return to this page to click Submit Funding Request.

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[Print Funding Request](#)

Funding Status

Eligible Funds: 24,506
Awarded Funds: 24,506
Status: Paid
Due Date: 12/17/2018

Funding Request Type: Individual
Date Submitted: 12/12/2018
Submitted By: Jacqueline Mak
 Auto-Approved

Program Requirements

1) Provide a brief description of the proposed project(s) that you plan to implement with city/county payment program funds. Public Resources Code 14581 (a)(3)(B).

Project Description:

When applicable, CCPF funds will be used to promote beverage container recycling in partnership with the used oil recycling and/or stormwater pollution prevention programs. Some

2) Please specify supermarket siting information pursuant to Public Resources Code 14581 (a)(3)(F). (Supermarket sites refer to certified recycling centers at supermarkets (PRC 14526.6))

Have you prohibited the siting of a supermarket site?
 Yes No

Have you caused a supermarket to close its business?
 Yes No

Have you adopted a land use policy that restricts or prohibits the siting of a supermarket site within your jurisdiction?
 Yes No

3) Are you currently participating in mediation mandated by AB 506? Have you attempted to initiate such mediation or have you declared a fiscal emergency within the last 12 months?
Note: The answer is for informational purposes and will not be used to determine eligibility for payment funding.
 Yes No

4) California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this Funding Request. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this project, the agreement will be terminated and any disbursed program funds shall be returned to CalRecycle. If any applicant or participating jurisdiction is a charter city, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this Funding Request? Check the following, as applicable.

Funding Request Checklist

- Enter Funding Request Program Requirements
- Enter/Validate Signature Authority Contact Information
- Enter/Validate Primary Contact Information
- Enter/Validate Secondary Contact Information
- Enter/Validate Physical Address
- Enter/Validate Payment Address
- Enter Activities
- Upload Resolution
- Upload Letter of Designation, if applicable
- Print, Sign and Upload the Funding Request
- Submit Funding Request
- Enter Expenditures

Contacts

Name	Contact Type	Phone Number	Validated On	Review
Michael Flad	Signature Authority	(323) 563-9503	12/12/2018	12/13/
Jacqueline Mak	Primary (Funding Request)	(562) 802-7880 x238	12/12/2018	
Arturo Cervantes	Secondary	(323) 563-9567	12/12/2018	
Guillermo Petra	Secondary	(323) 357-9614	12/12/2018	

Addresses

Address	Address Type	Validated On	Review
8650 California Avenue South Gate	Physical, Mailing, Payment	12/06/2018	

Documents

Title	Type	Date	Review
Resolution No. 7701	Resolution	04/12/2016	12/13/
Signed Funding Request	Signed Funding Request	12/12/2018	12/13/

Transactions

Type	Jurisdiction	Date	Activity Item Name	Am
Entitlement	South Gate	12/04/2018		\$2
Payment	South Gate	05/20/2019		-\$2
Balance:				

- Yes, One or more charter cities included in this Funding Request are prohibited from receiving state funding for the project described in this Funding Request. We acknowledge that our organization will be disqualified because we are not eligible.
- No, Applicant certifies that no charter cities included in this application are prohibited from receiving state funding for the project described in this Funding Request.
- Not Applicable, This Funding Request does not include any charter cities.

5) These funds shall not be used for activities unrelated to beverage container recycling or litter reduction, Public Resources Code 14581 (a)(3)(C). Applicant acknowledges that submittal of this Funding Request constitutes acceptance of all provisions contained in the [City/County Payment Program Guidelines](#).

- Yes, I accept.
- No, I do not accept.

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Created by: Marie Anne Antiga 10/10/2018 8:35 AM
Last Updated by: Melissa Sanford 5/20/2019 2:50 PM

Region Information

Region: 7 , Los Angeles
Field Representative: [Blair McIntosh](#) (916) 324-1237
Backup Representative: [Duartina Johnson](#) (916) 341-6314
Cycle Support Staff: [Melissa Sanford](#) (916) 341-6104
Backup Cycle Support Staff: [Melissa Sanford](#) (916) 341-6104

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Funding Request Detail: South Gate (2019-20)

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[Print Funding Request](#)

Funding Status

Eligible Funds: 23,935
Awarded Funds: 23,935
Status: Paid
Due Date: 03/02/2020

Funding Request Type: Individual
Date Submitted: 02/27/2020
Submitted By: Jacqueline Mak
 Auto-Approved

Program Requirements

1) Provide a brief description of the proposed project(s) that you plan to implement with city/county payment program funds. Public Resources Code 14581 (a)(3)(B).

Project Description:

When applicable, CCPP funds will be used to promote beverage container recycling in partnership with the used oil recycling and/or stormwater pollution prevention programs. Some

2) Please specify supermarket siting information pursuant to Public Resources Code 14581 (a)(3)(F). (Supermarket sites refer to certified recycling centers at supermarkets (PRC 14526.6))

Have you prohibited the siting of a supermarket site?
 Yes No

Have you caused a supermarket to close its business?
 Yes No

Have you adopted a land use policy that restricts or prohibits the siting of a supermarket site within your jurisdiction?
 Yes No

3) Are you currently participating in mediation mandated by AB 506? Have you attempted to initiate such mediation or have you declared a fiscal emergency within the last 12 months? Note: The answer is for informational purposes and will not be used to determine eligibility for payment funding.

Yes No

4) California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this Funding Request. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this project, the agreement will be terminated and any disbursed program funds shall be returned to CalRecycle. If any applicant or participating jurisdiction is a charter city, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this Funding Request? Check the following, as applicable.

Funding Request Checklist

- Enter Funding Request Program Requirements
- Enter/Validate Signature Authority Contact Information
- Enter/Validate Primary Contact Information
- Enter/Validate Secondary Contact Information
- Enter/Validate Physical Address
- Enter/Validate Payment Address
- Enter Activities
- Upload Resolution
- Upload Letter of Designation, if applicable
- Print, Sign and Upload the Funding Request
- Submit Funding Request
- Enter Expenditures

Contacts

Name	Contact Type	Phone Number	Validated On	Review
Michael Flad	Signature Authority	(323) 563-9503	03/02/2020	03/02/
Jacqueline Mak	Primary (Funding Request)	(562) 802-7880 x238	01/08/2020	
Arturo Cervantes	Secondary	(323) 563-9567	02/11/2020	
John Rico	Secondary	(323) 563-9594	02/11/2020	
Victor Chavez	Secondary	(323) 357-9661	02/11/2020	

Addresses

Address	Address Type	Validated On	Review
8650 California Avenue South Gate	Physical, Mailing, Payment	01/08/2020	03/02/

Documents

Title	Type	Date	Review
Resolution No. 7701	Resolution	04/12/2016	03/02/
Signed Funding Request	Signed Funding Request	02/24/2020	03/02/

Transactions

Type	Jurisdiction	Date	Activity Item Name	Am
Entitlement	South Gate	01/08/2020		\$2
Payment	South Gate	06/15/2020		-\$2
Balance:				

- Yes, One or more charter cities included in this Funding Request are prohibited from receiving state funding for the project described in this Funding Request. We acknowledge that our organization will be disqualified because we are not eligible.
- No, Applicant certifies that no charter cities included in this application are prohibited from receiving state funding for the project described in this Funding Request.
- Not Applicable, This Funding Request does not include any charter cities.

5) These funds shall not be used for activities unrelated to beverage container recycling or litter reduction, Public Resources Code 14581 (a)(3)(C). Applicant acknowledges that submittal of this Funding Request constitutes acceptance of all provisions contained in the [City/County Payment Program Guidelines](#).

- Yes, I accept.
- No, I do not accept.

Back

Created by: Jacqueline Mak 1/8/2020 11:48 AM
Last Updated by: Melissa Sanford 6/15/2020 9:16 AM

Region Information

Region: 7 , Los Angeles
Field Representative: [Blair McIntosh](#) (916) 324-1237
Backup Representative: [Duartina Johnson](#) (916) 341-6314
Cycle Support Staff: [Melissa Sanford](#) (916) 341-6104
Backup Cycle Support Staff: [Melissa Sanford](#) (916) 341-6104

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DEC 4 2019

City of South Gate
CITY COUNCIL

Item No. 9

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:10pm

AGENDA BILL

For the Regular Meeting of: December 10, 2019

Originating Department: Public Works

Department Director:

Arturo Cervantes

City Manager:

Michael Flad

SUBJECT: AMENDMENT NO. 1 WITH JOHN L. HUNTER AND ASSOCIATES, INC., FOR THE USED OIL RECYCLING AND BEVERAGE CONTAINER RECYCLING PROGRAMS

PURPOSE: To approve Amendment No. 1 with John L. Hunter and Associates, Inc., to continue providing management services for the Used Oil Recycling and Beverage Container Recycling Programs under Contract No. 3324.

RECOMMENDED ACTIONS:

- a. Ratify Contract No. 3324 with John. L. Hunter and Associates, Inc., which was administratively approved in accordance with Section 1.54.350 of the Municipal Code, for management services of the Used Oil Recycling and Beverage Container Recycling Programs (Programs) for a one year term, in the amount of \$47,300;
- b. Approve Amendment No. 1 to Contract No. 3324 retroactively extending the term from June 30, 2018 through June 30, 2020, for continued management services of the Programs, in an amount not-to-exceed \$47,300 per year, for a total of \$94,600; and
- c. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

9/1/19

FISCAL IMPACT: There is no impact to the General Fund. The management services for the Used Oil Recycling and Beverage Container Recycling Programs are completely funded by CalRecycle grant funds. The total amount for the three year agreement is \$141,900, or \$47,300 annually.

ALIGNMENT WITH COUNCIL GOALS: These Programs meet the City Council's goals for "Improve Communications and Civic Engagement."

ANALYSIS: Proposed Amendment No. 1 to Contract No. 3324 with John L. Hunter and Associates, Inc., (JLHA) is required to conform to the Request for Proposal (RFP) and includes the additional two-year term for management services of the Programs.

BACKGROUND: On February 8, 2017, the City advertised an RFP for as-needed management services for the Used Oil Recycling and Beverage Container Recycling Programs seeking professional services for a three-year period (Fiscal Years 2017/18, 2018/19 and 2019/20).

On February 23, 2017, the City received three proposals from the following professional environmental firms: John L. Hunter and Associates, Inc. (JLHA), KJ Services Environmental Consulting, and SCS Engineers.

On May 17, 2019, Contract No. 3324 was administratively awarded to JLHA to provide professional services to administer and implement the Used Oil Recycling (UOR) and Beverage Container

Recycling (BCR) Programs. The term of Contract No. 3324 was inadvertently set for one year with an expiration date of June 30, 2018; however, the RFP required a contract term of three years. Proposed Amendment No. 1 to Contract No. 3324 corrects this issue. It retroactively extends the term two years, from June 30, 2018 to June 30, 2020. This change retroactively authorizes services provided by JLHA in Fiscal Years 2018/2019 and 2019/2020, after the original contract term expired. It further funds the services at a rate of \$47,300 annually, for a total of \$94,600. This annual rate is consistent with the original intent of the contract.

Program management services for the UOR and BCR Programs, which includes the following:

- **Public Outreach and Education – Informative flyers, event participation, and provides a booth at the City’s Earth Day event.**
- **Recycling Center Surveys, Support, and Promotion – Promote existing recycling centers and conducts surveys required by CalRecycle (the granting agency).**
- **Partner with Stormwater, Used Oil Recycling and Beverage Container Recycling Programs – Integrates outreach with other programs and organizes K-12 school assemblies.**
- **Grant Administration – Expends Annual Grant Funds, Completes/Submits all CalRecycle grant documents and attends meetings on behalf of the City.**

- ATTACHMENTS:**
- A. **Proposed Amendment No. 1**
 - B. **Request for Proposals (RFP) for As-Needed Services for Used Oil and Beverage Container Recycling Programs**
 - C. **JLHA Proposal (February 23, 2017)**
 - D. **Contract No. 3324**

VHC:lc

**Amendment No. 1
to Contract No. 3324**

**AMENDMENT NO. 1 TO CONTRACT NO. 3324
FOR MANAGEMENT SERVICES OF THE USED OIL RECYCLING AND BEVERAGE
CONTAINER RECYCLING PROGRAMS BETWEEN THE CITY OF SOUTH GATE
AND JOHN L. HUNTER AND ASSOCIATES, INC.**

This Amendment No. 1 to Contract No. 3324 for management services of the Used Oil Recycling and Beverage Container Recycling Programs ("Amendment No. 1") is made and entered into on December 10, 2019, by and between the City of South Gate, a municipal corporation ("City") and John L. Hunter and Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on February 8, 2017, the City issued a Request For Proposals ("RFP") seeking a suitable consultant to develop, establish and administer the City's Used Oil Recycling and Beverage Container Recycling Programs for a three year term to include Fiscal Years 2017/18, 2018/19 and 2019/20 ("Programs");

WHEREAS, based on the Consultant's successful response to the RFP, the City and the Consultant executed Contract No. 3324 ("Agreement") on May 17, 2017, for a one year term, through and including June 30, 2018, in the amount of Forty Seven Thousand Three Hundred Dollars (\$47,300);

WHEREAS, the City and the Consultant discovered that the Agreement contained an error in the termination date and that the Agreement does not fully accommodate the Programs and does not reflect the intent of the RFP for a three-year term;

WHEREAS, in order to ensure that the Agreement creates the rights and obligations which each Party intended to establish according to the RFP for the proper administration of the Programs, the City and the Consultant desire to execute Amendment No. 1 to retroactively extend the Agreement from June 30, 2018 through and including June 30, 2020, in the annual amount of Forty Seven Thousand Three Hundred Dollars (\$47,300) for a total of Ninety Four Thousand Six Hundred Dollars, (\$94,600), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of One Hundred Forty One Thousand Nine Hundred Dollars (\$141,900).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **TERM OF AGREEMENT.** The term of the Agreement is hereby retroactively extended from June 30, 2018 through and including June 30, 2020, inclusive.

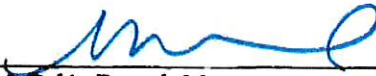
b. **COMPENSATION.** The amount of compensation paid by City to Consultant for management services of the Programs for Fiscal Years 2018/19 and 2019/20 shall be Ninety Four Thousand Six Hundred Dollars, (\$94,600),

2. EFFECT OF AMENDMENT.

Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits hereto, shall remain in full force and effect. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1. City reserves the right to augment or reduce the scope of work as City deems necessary.


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

CITY OF SOUTH GATE:

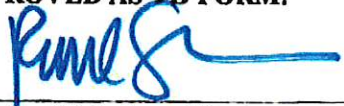
By: 
M. Belén Bernal, Mayor

Dated: 12/10/19

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

JOHN L. HUNTER AND ASSOCIATES, INC.

By: 
John L. Hunter, President

Dated: 12/10/19

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the **City of South Gate, a municipal corporation, ("City")**, and **John L. Hunter and Associates, Inc., ("Consultant")**.

RECITALS

WHEREAS, City desires to engage Consultant to perform certain technical and professional engineering services, as provided herein, in connection with that certain project identified as: **USED OIL RECYCLING AND BEVERAGE CONTAINER RECYCLING PROGRAM FY 2017-2018, 2018-2019.**

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: John L. Hunter and Associates, Inc.
6131 Orangethorpe Avenue, Inc.
Buena Park, CA 90620

2. Representatives of the Parties and Service of Notices.

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

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

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

B. The principal representative of the Consultant shall be:

Mr. John Hunter
John L. Hunter and Associates, Inc.
6131 Orangethorpe Avenue, #350
Buena Park, CA 90620

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

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

3. Description of Work.

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

4. Data Provided to Consultant.

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

5. Independent Contractor.

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

6. Consultant's Personnel.

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

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

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

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

7. Compensation.

A. The total compensation to be paid by City to Consultant for as needed work and services described in Exhibits "A" shall be as submitted in the proposal for an amount not to exceed \$47,300. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "A" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within forty-five (45) days from date of receipt by Director of Public Works. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

8. Indemnity and Insurance.

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

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

(a) Workers' Compensation and Employer's Liability

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

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

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

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

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

(b) "Severability of Interest" clause.

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

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

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

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

9. Termination for Convenience.

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

compensation provided for in this Agreement.

10. Termination for Cause.

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

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

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

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

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

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

11. Non-Discrimination and Equal Employment Opportunity.

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

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its

subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

12. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

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

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

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

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

13. Subcontracting, Delegation and Assignment.

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

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

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

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

14. Ownership of Documents.

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

15. Entire Agreement and Amendments.

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

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

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

16. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, 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.

17. Severability

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

18. Exhibits.

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

Exhibit "A" Proposal dated February 23, 2017

19. Governing Law.

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

20. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement, and shall terminate on June 30, 2018 unless terminated otherwise in accordance with the terms of this agreement.

[Remainder of page left blank intentionally]

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY AND
JOHN L. HUNTER AND ASSOCIATES, INC.**

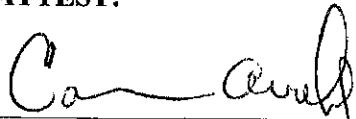
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**"CITY"
CITY OF SOUTH GATE**


By: 
Michael S. Flad, City Manager

Dated: 5-17-17

ATTEST:


Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

**"CONSULTANT"
JOHN L. HUNTER AND ASSOCIATES, INC.**

By: 
Signature

President
Title

Dated: 5/11/17



John L. Hunter
AND ASSOCIATES, INC.

February 23, 2017

City of South Gate
ATTN: Guillermo Petra, Public Works Department
8650 California Ave.
South Gate, CA 90280

SUBJECT: As-Needed Services for Used Oil Recycling and Beverage Container Recycling Grant Programs

Dear Mr. Guillermo Petra,

John L. Hunter & Associates, Inc. (JLHA) is pleased to submit this proposal for professional services associated with the City of South Gate's Used Oil Recycling and Beverage Container Recycling Programs. JLHA is an experienced environmental consulting firm that focuses on municipal surface water quality (NPDES), industrial/commercial waste control, conservation programs, and CalRecycle grant implementation, currently providing these services to over thirty cities within the Los Angeles, Orange, and San Bernardino Counties. We have been providing services – to include Used Oil Recycling and Beverage Container Recycling Programs to the City of South Gate since 1993.

In the enclosed proposal, we have outlined an effective strategy on how JLHA can increase and sustain used oil recycling and beverage container recycling efforts within the City of South Gate. Specific qualifications and experience are detailed in the Executive Summary of the Proposal. The Proposal also includes:

- JLHA's general information, qualifications and experience, key staff, and references
- Scope of work and project understanding, work examples, and
- Standard rates

We are excited to offer our services for these programs. Please do not hesitate to contact us if you have any questions or would like further information. The primary contact for this proposal is:

John Hunter, Program Manager
John L. Hunter and Associates
6131 Orangethorpe Ave, Suite 300
Buena Park, CA 90620
(562) 802-7880, Ext. 225
jhunter@jlha.net

Sincerely,



John Hunter

6131 ORANGETHORPE AVE SUITE 300 | BUENA PARK, CA 90620 | (562) 802-7880 | www.jlha.net
GENERAL ENGINEERING LICENSE A-582340 | HAZARDOUS SUBSTANCE REMEDIATION LIC. 3382

COMPREHENSIVE ENVIRONMENTAL MANAGEMENT

February 23, 2017

As-Needed Services for Used Oil Recycling and Beverage Container Recycling Grant Programs

Prepared For:

City of South Gate
Guillermo Petra
Assistant Engineer
8650 California Ave
South Gate, CA 90280

Prepared By:

John L. Hunter and Associates
6131 Orangethorpe Ave, Ste 300
Buena Park, CA 90620

Proposal Contact:

John Hunter, Principal
jhunter@jlha.net
(562) 802-7880 ext. 225



I. Qualifications and Experience

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation established in 1985 that specializes in serving municipal clients. JLHA's mission is to provide its clients with the expertise necessary to comply with mandated environmental programs, such as used oil recycling, and beverage container recycling, the National Pollutant Discharge Elimination System (NPDES), stormwater and watershed management, industrial waste and fats, oils and grease (FOG) control, and water conservation. Services provided under these programs include program management, engineering, inspections, monitoring, grant administration, and public education.

JLHA has been working with the City since 1993 and is currently implementing the City's Used Oil, Beverage Recycling Program and NPDES (stormwater) program. For the past 18 years, JLHA has successfully increased awareness and recycling efforts within the community while implementing the city's Used Oil and Beverage Container Recycling Programs. JLHA has played an integral role in the City's endeavors, including arranging filter exchanges, participating in events, and creating and planning the City's Earth Day Community Cleanup.

JLHA project team listed below is fully available to implement the Used Oil and Beverage Container Recycling Programs for the city. The JLHA team members have assisted in the implementation of the Used Oil and Beverage Container Recycling Programs for all current clients.

As part of a thorough quality assurance/control process, all of the developed content, event planning and coordination, project materials, and completed reports will undergo review by the JLHA team managers prior to distributing to the city. This ensure all the required elements are effectively incorporated into the project and all deadlines are met. JLHA staff involved with the services and their percentage of time allotted to the project:

John L. Hunter - Program Manager - Percentage of current workload time allotted (20%)
 Michelle Staffield - Project Manager - Percentage of current workload time allotted (30%)
 Marie Anne Antiga - Project Assistant - Percentage of current workload time allotted (20%)

Currently, JLHA implements the used oil recycling programs for six (6) cities and the beverage container recycling program for three (3) cities in the Southland. Services provided include:

- Grant administration
- Public education and outreach
- Recycling center support and administration
- Partnership with Stormwater, Used Oil Recycling, and Beverage Container Recycling programs

Below is a list of references that JLHA currently serves as a Used Oil Recycling and Beverage Container Recycling Consultant.

Recycling Program	City	Contact	Address	Phone Number
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Used Oil, Beverage Container	Lynwood	Salvador Mendez	11330 Bullis Rd. Lynwood, CA	(310) 603-0220, Ext. 829
Used Oil	Monterey Park	Amy Ho	320 W. Newmark Ave. Monterey Park, CA	(626) 307-1430
Used Oil	Seal Beach	Patrick Gallegos	211 Eighth St. Seal Beach, CA	(562) 431-2527, Ext. 1308
Used Oil	Temple City	Andrew Coyne	9701 Las Tunas Dr. Temple City, CA	(626) 285-2171, Ext. 4344

II. Scope of Work and Project Understanding

The Department of Resources Recycling and Recovery (CalRecycle) distributes an annual grant to the City specifically for the Used Oil Recycling and Beverage Container Recycling programs. JLHA and the City will work together to implement projects to achieve the goals of the Used Oil Recycling and Beverage Container Recycling Grant program.

Below is an outline of the tasks that will be implemented for both Used Oil Recycling and Beverage Container Recycling programs for the 2016-17 fiscal year. All outreach activities and vendor purchases will have prior approval from the City.

Task 1 – Public outreach and education

- *Activity #1: Print and social media*

JLHA will continue to collaborate with the City's stormwater program to promote used oil and beverage container recycling information through news outlets such as the City website and seasonal newsletter, *South Gate Vista*. JLHA will also utilize social media platforms such as Facebook, Twitter, and Instagram to provide program information. A minimum of four (4) newsletter articles and/or advertisements will be developed for print media and monthly content will be provided to for the City's social media.

- *Activity #2: Develop beverage container and used oil and filter recycling materials*

JLHA will develop designs for outreach materials that are both educational and functional. Materials will promote the City's recycling centers and serve as reusable items for used oil recycling and beverage container recycling. Promotional advertisements include banners, flyers, and newsletter articles.

- *Activity #3: Event participation*

A minimum of four (4) City/Community events will be attended to promote the used oil recycling and beverage container recycling programs. An informative environmental booth will be set up with educational brochures, promotional items, and an interactive display. JLHA will provide staff who are bilingual in English and Spanish will host the booths to effectively communicate to the community.

- *Activity #4: Used oil recycling and filter exchange events*

JLHA will coordinate with local certified collection centers (CCCs) such as AutoZone and Renteria Auto Parts to host a minimum of two (2) used oil recycling and filter exchange.

- *Activity #5: Host the City's annual Earth Day Community Cleanup*

JLHA will develop and promote the City's 12th annual Earth Day Community Cleanup Day event. JLHA will coordinate with youths, high school students, families, local businesses, and community groups for volunteer participation.

Task 2 – Recycling center surveys, support, and promotion

- *Activity #1: Promote existing used oil recycling certified collection centers (CCCs) and beverage container*

recycling centers

Both used oil recycling and beverage container recycling centers will promote all outreach materials, media outlets, and events.

- *Activity #2: Conduct annual Certified Collection Centers (CCC) surveys and collect used oil and filter recycling data.*

Certified Collection Centers (CCC) are used oil and filter recycling collection centers within the City. It is important to support the centers with materials they need and to help solve issues they may have. JLHA will conduct a survey at all CCCs at least once per fiscal year.

- *Activity #3: Administer used oil and filter hauler payments at local used oil recycling certified collection centers (CCCs)*

Due to the decrease of used oil prices, CalRecycle will provide payment for local CCCs to haul used oil and filters. This will include communication between participating certified centers and the hauler to administer the payments.

Task 3 – Partnership between City’s Stormwater, Used Oil Recycling, and Beverage Container Recycling programs

- *Activity #1: Use Used Oil Recycling grant funds to implement stormwater projects*

JLHA will develop a plan targeted at increasing patron participation and filter recycling that is designated at reducing pollutants from entering storm drains. JLHA’s engineering and public outreach staff will work together to improve existing and new catch basins and LID projects to achieve NPDES compliance.

- *Activity #2: K-12 school outreach*

JLHA will promote LA County’s Environmental Defenders program for K-6 students and Battle of the Schools recycling contest and Streets to the Sea Challenge for 7-12 grade students. In addition, JLHA will coordinate with schools to increase K-12 student participation at the City’s annual Earth Day Community Cleanup event.

- *Activity #3: Integrated program outreach*

Both used oil recycling and beverage container recycling program outreach will be integrated with the City’s stormwater program. Combining the programs as one environmental message will help the South Gate community to learn to recycle both materials while protecting our waterways.

Task 4 – Grant Administration

JLHA will meet all CalRecycle used oil recycling and beverage container grant annual requirements including:

- Expend annual grant funds before the fiscal year deadline
 - Complete and submit all CalRecycle grant documents (Funding Request/Grant Application, Annual Report)
 - Communicate with CalRecycle grant advisors for project approvals and current grant updates
 - Administer expenditures according to proportionate cost/rate
 - Attend meetings on behalf of South Gate
-

III. Appendix A: Standard Rate Schedule

Principal/Staff Engineer	\$165/hr
Environmental Compliance Manager/Project Engineer	\$135/hr
Environmental Compliance Specialist and Public Outreach Manager	\$95/hr
Laborer (OSHA 40hr certified)/ Public Outreach Assistant	\$65/hr
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr
Inspection – Industrial/commercial facilities	\$125/inspection
Inspection – State Industrial General Permit Facilities	\$250/inspection
Inspection – Combined CBR/FOG	\$150/inspection
Inspection – FOG only	\$115/inspection
Subcontracted equipment	Cost + 5%

Prices effective as of January 1, 2017.

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

Fee Proposal

As-Needed Services for Used Oil Recycling and Beverage Container Recycling Grant Programs

Task 1 – Public outreach and education

Task Cost: \$30,000

Staff: John Hunter (percentage of time for task – 20%)

Michelle Staffield (percentage of time for task – 60%)

Marie Anne Antiga (percentage of time for task – 20%)

- *Activity #1: Print and social media*
 - *Activity #2: Develop beverage container and used oil and filter recycling materials*
 - *Activity #3: Event participation*
 - *Activity #4: Used oil recycling and filter exchange events*
 - *Activity #5: Host the City's annual Earth Day Community Cleanup*
-
1. Attend a minimum of four (4) City/Community events to promote used oil and filter recycling to youths, high school students, young adults, families, and residents.
 2. Attend a minimum of four (4) City/Community events to promote beverage container recycling to youths, high school students, young adults, families, and residents.
 3. Develop a minimum of four (4) newsletter articles and advertisements for South Gate Vista and other media outlets.
 4. Develop promotional and functional outreach materials designed to increase used oil recycling (e.g. used oil recycling containers, funnels, shop towels, filter Ziploc bags).
 5. Develop promotional and functional outreach materials designed to increase beverage container recycling (e.g. recycle tote bags, bins, etc.)
 6. Host a minimum of two (2) used oil recycling and filter exchange events increase used oil recycling patrons and promote current used oil recycling certified centers
 7. Attend school meetings to promote used oil recycling and beverage container recycling program, Earth Day and Community Cleanup Day event
 8. Host Earth Day and Community Cleanup Day event
 - a. Coordinate with volunteers, staff and students, local businesses, and community groups for event participation.
 - b. Solicit local vendors for sponsorships and donations.

Task 2 – Recycling center surveys, support, and promotion

Task Cost: \$4,000

Staff: John Hunter (percentage of time for task – 30%)

Michelle Staffield (percentage of time for task – 50%)

Marie Anne Antiga (percentage of time for task – 20%)

- *Activity #1: Promote existing used oil recycling certified collection centers (CCCs) and beverage container recycling centers*
 - *Activity #2: Conduct annual Certified Collection Centers (CCC) surveys and collect used oil and filter recycling data.*
 - *Activity #3: Administer used oil and filter hauler payments at local used oil recycling certified collection centers (CCCs)*
1. Conduct annual Certified Collection Centers (CCC) surveys and data collection that is required in the CalRecycle Used Oil Payment Plan (OPP) Guidelines
 2. Administer recycled used oil and filter hauler payments for participating used oil recycling collection centers
 3. Promote all recycling centers on outreach materials, events, and media outlets

Task 3 – Partnership between City’s Stormwater, Used Oil Recycling, and Beverage Container Recycling programs

Task Cost: \$9,300

Staff: John Hunter (percentage of time for task – 30%)
 Michelle Staffield (percentage of time for task – 50%)
 Marie Anne Antiga (percentage of time for task – 20%)

- *Activity #1: Use Used Oil Recycling grant funds to implement stormwater projects*
 - *Activity #2: K-12 school outreach*
 - *Activity #3: Integrated program outreach*
1. Develop partnership between City Stormwater, Used Oil Recycling, and Beverage Container Recycling Programs.
 2. Promote LA County’s Environmental Defenders program for K-6 students and Battle of the Schools recycling contest and Streets to the Sea Challenge for 7-12 grade students.
 3. Develop and design annual Environmental Calendar that includes all three programs.
 4. Work with schools to increase K-12 student participation at annual Earth Day Community Cleanup event.
 5. Promote all programs in English and Spanish
 6. Develop Stormwater mitigation projects that satisfy the requirements of the Used Oil Program

Task 4 – Grant Administration

Task Cost: \$4,000

Staff: John Hunter (percentage of time for task – 30%)
 Michelle Staffield (percentage of time for task – 60%)
 Marie Anne Antiga (percentage of time for task – 10%)

JLHA will meet all CalRecycle used oil recycling and beverage container grant annual requirements including:

- Expend annual grant funds before the fiscal year deadline
- Complete and submit all CalRecycle grant documents (Funding Request/Grant Application, Annual Report)
- Communicate with CalRecycle grant advisors for project approvals and current grant updates
- Administer expenditures according to proportionate cost/rate
- Attend meetings on behalf of South Gate

The amounts listed above is for 1 (one) year (2017). Costs for subsequent years (2018, 2019) is expected to be the same. Estimated cost will be dependent on the awarded grant amount for each program.

Rate schedule and hourly rate of project staff is provided on the next page.

Estimated cost is on a time and material basis not to exceed the above amount.

Standard Rate Schedule

Principal/Staff Engineer	\$165/hr
Environmental Compliance Manager/Project Engineer	\$135/hr
Environmental Compliance Specialist and Public Outreach Manager	\$95/hr
Laborer (OSHA 40hr certified)/ Public Outreach Assistant	\$65/hr
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250/hr
Inspection – Industrial/commercial facilities	\$125/inspection
Inspection – State Industrial General Permit Facilities	\$250/inspection
Inspection – Combined CBR/FOG	\$150/inspection
Inspection – FOG only	\$115/inspection
Subcontracted equipment	Cost + 5%

Prices effective as of January 1, 2017.

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

EXHIBIT D: PROGRAM INFORMATION HANDOUTS

City of South Gate



To find a used oil recycling center near you,
call **1-888-CLEAN-LA** or visit www.CleanLA.com

Find out how often your car needs oil changes at
www.checkyournumber.org

Never mix used oil with other fluids. Contaminated oil will not be accepted.



City of South Gate
Used Oil Recycling Program
(323) 357-9657



Container Label

City Name
Environmental Programs, Recycling, Waste & General Services | City website

SCOURWARE® is made from recycled plastic that does not contain any lead, mercury, cadmium, or other toxic substances. During a fire event, pollutants such as lead, mercury, cadmium, and other toxic substances are carried into the atmosphere. This is a source of pollution to our atmosphere. If you use SCOURWARE® products, you are helping to reduce the amount of these pollutants.

Always Pick Up Pet Waste - Pet waste contains bacteria and other contaminants.

Oil rain belongs in the storm drain.

1 gallon of used motor oil can pollute 1 million gallons of fresh water.

Recycle your used motor oil & oil filter.

Bring unwanted tools, cleaners to a Home Recycling Center or Reunite event.

Recycle your bottles & cans - Other recycling programs accept other types of bottles and cans.

Recycle your bottles and cans

Recycle used motor oil and oil filters

Environmental resources

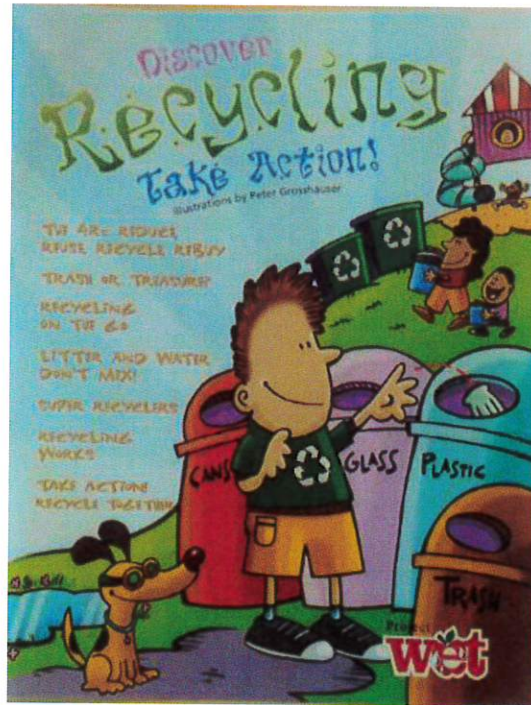
2018

JANUARY **FEBRUARY** **MARCH** **APRIL**

MAY **JUNE** **JULY** **AUGUST**

SEPTEMBER **OCTOBER** **NOVEMBER** **DECEMBER**


Educational Calendar



Recycling Activity Booklet

Clean beaches and healthy creeks, rivers, bays and ocean are important to Los Angeles County. However, not properly disposing of used oil is illegal and can lead to fines. If you pour or drain oil onto driveways, sidewalks or streets, it can be washed into the storm drain.


Help prevent water pollution by taking your used oil and oil filters to a used oil collection center. Most major automotive maintenance centers will accept up to five gallons of used motor oil at no cost. For a list of locations, please visit www.calrecycle.ca.gov/UsedOil/Reports/CenterSearch/



For more information, please call the City of South Gate Public Works Department at (323) 357-9657 or visit www.cityofsouthgate.org

For information about the proper disposal of household hazardous waste, call the Los Angeles County Environmental Hotline at 1-888-CLEAN-LA (1-888-253-2652) or visit www.CleanLA.com

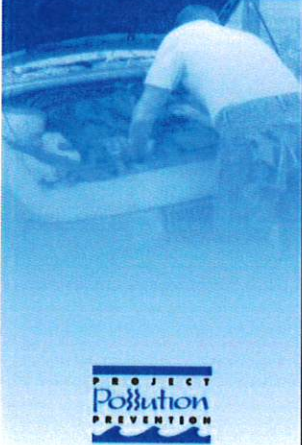

For additional information about the nearest oil recycling center, visit www.calrecycle.ca.gov/UsedOil/Reports/CenterSearch



This brochure was created by the Orange County Stormwater Program and modified for the Greater Los Angeles Area by the City of South Gate

Help Prevent Ocean Pollution:

Tips for the Home Mechanic

The Ocean Begins at Your Front Door

Sample Brochure

**CERTIFIED USED OIL AND BEVERAGE CONTAINER
RECYCLING CENTERS**

Beverage Container Recycling Facilities (3)

Ecology Recycling Services LLC	9309 Rayo Ave.
Evolution Recycling Inc #15	8116 California Ave.
Lucky 7 Recycling	13307 Paramount Blvd.

Used Oil Recycling Facilities (5)

AutoZone	8215 Long Beach Boulevard
AutoZone	4060 Firestone Boulevard
Central Ford	5645 Firestone Blvd.
O'Reilly Auto Parts	9775 Otis Street
O'Reilly Auto Parts	8532 Long Beach Blvd.