



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, March 26, 2024 at 6:30 p.m.

**SOUTH GATE COUNCIL CHAMBERS
8650 CALIFORNIA AVE
SOUTH GATE, CA 90280**

WEBSITE: [HTTPS://WWW.CITYOFSOUTHGATE.ORG](https://www.cityofsouthgate.org)

City Officials

MAYOR, Gil Hurtado

CITY CLERK, Yodit Glaze

VICE MAYOR, Maria Davila

CITY TREASURER, Jose De La Paz

COUNCIL MEMBER, Maria del Pilar Avalos

CITY MANAGER, Rob Houston

COUNCIL MEMBER, Joshua Barron

CITY ATTORNEY, Raul F. Salinas

COUNCIL MEMBER, Al Rios

If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING ONLINE at <https://youtube.com/@SouthGateCA90280>

2. PARTICIPATE BEFORE THE MEETING by emailing the City Clerk at yglaze@sogate.org no later than 4:00 p.m. on the day of the meeting. Please write "Public Comment" in the subject line.

3. ATTEND THE MEETING IN PERSON

*The disruption in service of any alternative method does not preclude the City Council or other legislative body from taking further action and moving forward on the agenda.

Meeting Schedule

The regular meetings of the City Council are held on the second and fourth Tuesday of each month, closed session business will usually commence at 5:30 p.m., when scheduled, and general business session will commence at 6:30 p.m.

Brown Act

Agendas are drafted to accurately state what the legislative body is being asked to consider. The legislative body can take action on "all items" listed on the agenda and be in compliance with the open meeting laws. Under the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The governing body may direct staff to investigate and/or schedule certain matters for consideration at a future meeting.

City's Vision Statement

We envision a thriving, safe and inclusive community where everyone has the opportunity to access exceptional services, education and support to be resilient and live full, vibrant lives.

Public Communications

Public Comments on agenda items are limited to three (3) minutes. All comments are to be addressed directly to the Agency Members not to the members of the public.

Emails for public comment received prior to 12pm on the day of the Council Meeting will be summarized by the City Clerk, not read in its entirety. A copy of the email will be provided to the City Council and will also be available at the City Clerk's Office for public review. A copy of each email will be recorded for public record and noted on the official minutes of tonight's meeting.

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER: Gil Hurtado, Mayor

INVOCATION: Bishop Ismael Martin del Campo, Empower Apostolic Assembly Church

PLEDGE OF ALLEGIANCE: Yodit Glaze, City Clerk

ROLL CALL: Yodit Glaze, City Clerk

Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is \$790 monthly regardless of the amount of meetings.

Public Hearings - NONE

Comments From The Audience - Non-Agenda Items

During this time, members of the public may address the City Council regarding any items not listed on the agenda and within the subject matter jurisdiction of the City Council and not on this agenda. Comments from the audience will be limited to three (3) minutes per speaker;

unless authorized by the Mayor, the time limit may not be extended by utilizing another member's time. There will be no debate or action on items not listed on the agenda unless authorized by law. The collective initial period of time for comments from the audience shall be limited to 45 minutes. Any speaker that did not get a chance to speak during this segment due to the 45-minute limitations will be able to speak at the end of the meeting prior to adjournment.

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

Reports And Comments From City Officials

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

Consent Calendar Items

Agenda Items **1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11** and **12** are Consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action. Members of the public are permitted to speak on any item listed but their time period is limited to three (3) minutes in total.

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

1. Adopting a Resolution declaring a continued emergency and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK without public bidding, pursuant to the Emergency Contracting Procedures of the South Gate Municipal Code and the California Public Contract Code

The City Council will consider making a finding and adopting a **Resolution** declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539- PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code. (PW)

Documents:

[Item 1 Report 03262024.pdf](#)

2. Adopting a Resolution amending Resolution No. 6454 (salary resolution and position classification plan) to approve the retitling of the Water Operations Foreman to Water Operations Supervisor in the Public Works Department

The City Council will consider adopting a **Resolution** amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to approve: (HR)

1. Retitling the job classification of Water Operations Foreman to Water Operations Supervisor in the Public Works Department;
2. Updating the job classification specification for the position of Water Operations Supervisor; and
3. Updating the consolidated salary schedule to replace the position of Water Operations Foreman with Water Operations Supervisor.

Documents:

[Item 2 Report 03262024.pdf](#)

3. Approving Amendment No. 6 to Contract No. 3081 with Willdan Engineering for additional Design Services for the Firestone Boulevard Regional Corridor Capacity Enhancement Project, Phase II, City Project No. 476-TRF, Metro Call for Projects ID No. F3124

The City Council will consider: (PW)

- a. Approving **Amendment No. 6 to Contract No. 3081** with Willdan Engineering, Inc. which is necessary to extend the contract term 12 months and to fund revisions made to design and construction documents that were necessary to re-bid the construction of the Firestone Boulevard Regional Corridor Capacity Enhancements, Alameda Street to Hunt Avenue, Phase II, City Project No. 476-TRF, METRO Call for Projects ID No. F3124 in an amount not-to-exceed \$40,779; and
- b. Authorizing the Mayor to execute Amendment No. 6 in a form acceptable to the City Attorney.

Documents:

[Item 3 Report 03262024.pdf](#)

4. Amending No. 1 to Contract No. 2023-58-AC with Executive Management Security, Inc.

The City Council will consider: (PARKS)

- a. Approving **Amendment No. 1 to Contract No. 2023-58-AC** with Executive Management Security, Inc., extending the term of the Agreement up to and including June 30, 2024; and

- b. Approving the appropriation of \$95,321.25 in General Fund monies to compensate for services already rendered and to continue services until June 30, 2024.
- c. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[Item 4 Report 03262024.pdf](#)

5. Agreement with Willdan for Construction Management and Inspection Services for the Water Main Replacement, Phase I City Project No. 689-WTR

The City Council will consider: (PW)

- a. Approving an **Agreement** with Willdan to provide construction management and inspection services for the Water Main Replacement - Phase I, City Project No. 689-WTR, in an amount not-to-exceed \$328,342; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[Item 5 Report 03262024.pdf](#)

6. Agreement with KOA Corporation for Professional Engineering Services for the Tweedy Blvd Complete Streets Project, Phase II, City Project No. 717-ST

The City Council will consider: (PW)

- a. Approving an **Agreement** with KOA Corporation for Professional Engineering Services for the Tweedy Boulevard Complete Streets Project, Phase II, City Project No. 717-ST, in an amount not-to-exceed \$649,818;
- b. Authorizing the City Manager to administratively approve amendments to the Agreement with a cumulative total of \$100,000 to be funded with budgeted project contingency funds; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[Item 6 Report 03262024.pdf](#)

7. Notice of Completion for the Stormwater Infiltration Well Project

The City Council will consider: (PW)

- a. Accepting completion of construction of the Stormwater Infiltration Well Project, City

Project No. 670-SD, effective December 4, 2023, constructed by Bali Construction Inc.; and

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

Documents:

[Item 7 Report 03262024.pdf](#)

8. Notice of Completion for the Electric Vehicle Charging Station Project

The City Council will consider: (PW)

a. Accepting completion of construction of the Electric Vehicle Charging Stations Project, City Project No. 636-GEN, effective February 26, 2024, constructed by Green Giant Landscape, Inc.; and

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

Documents:

[Item 8 Report 03262024.pdf](#)

9. Fiscal Year Budget 2023-2024 mid-year report

The City Council will consider: (ADMIN SVCS)

a. Updating the Fiscal Year 2023-24 Adopted Budget by accepting June 30, 2023, ending fund balances as illustrated in Attachment 1; and

b. Modifying the Fiscal Year 2023-24 Adopted Budget and approve the additional appropriations and adjustments as recommended in this report and outlined in Attachment 2 and 3 with any changes approved by the City Council.

Documents:

[Item 9 Report 03262024.pdf](#)

10. Carryover Appropriations from Fiscal Year 2022-2023 to Fiscal Year 2023-2024

The City Council will consider: (ADMIN SVCS)

a. Approving carryover appropriations of \$25,827,803 to provide continuing funding for the items described in Attachment A;

b. Approving the carryover of \$9,605,019 in revenues estimated to be received in the current fiscal year described in Attachment B;

c. Authorizing the City Manager to make the necessary budget adjustments to add the

carryover appropriations to the FY 2023-24 Adopted Budget.

Documents:

[Item 10 Report 03262024.pdf](#)

11. Investment Report for quarter ending December 31, 2023

The City Council will consider receiving and filing the Quarterly Investment Report for the quarter ending December 31, 2023. (ADMIN SVCS)

Documents:

[Item 11 Report 03262024.pdf](#)

12. Minutes

The City Council will consider: (CLERKS)

a. Approving the Regular and Special City Council Meeting minutes of February 13, 2024; and

b. Approving the Regular and Special City Council Meeting minutes of February 27, 2024.

Documents:

[Item 12 Report 03262024.pdf](#)

Reports, Recommendations And Requests

13. Ordinance to amend the City Council and the City Treasurer salary levels

The City Council will consider **introducing** proposed **Ordinance** amending Section 1.04.065.2 (Same - Compensation) of Section 1.04.065 (Salary Of Members - Purpose) of Chapter 1.04 (City Council) of Title 1 (Administration And Personnel) of the South Gate Municipal Code increasing the City Council and the City Treasurer salary levels. (CM)

Documents:

[Item 13 Report 03262024.pdf](#)

14. Warrant register for March 26, 2024

The City Council will consider approving the Warrant Register for March 26, 2024. (ADMIN SVCS)

Total of Checks:	\$4,517,966.73
Less: Voids	\$ (0.00)
Less: Employee Payroll Deductions	\$ (406,508.73)
Grand Total:	\$ 4,111,458.00

Documents:

[Item 14 Report 03262024.pdf](#)

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on March 21, 2024, at 1:00 p.m., as required by law.

Yodit Glaze
City Clerk

GENERAL NOTICE TO THE PUBLIC

The City Council adopted new rules relating to the conduct of the public meetings, proceedings, and business in the City of South Gate on July 12, 2022, (Resolution 2022-38-CC) and go into effect on August 1, 2022. Resolution #2022-38-CC is available at the City Clerk's Office.

MEETING SCHEDULE

Regular meetings of the City Council are held on the second and fourth Tuesday of each month, closed session meetings will commence at 5:30 p.m. unless posted otherwise on its agenda. The regular City Council meetings will commence at 6:30 p.m. Agendas are available at the following locations: City Clerk Office, Public Notice Boards at City Hall, and on the City's web page at <https://www.cityofsouthgate.org>

The Public can sign up to receive automatic notices of postings of agendas for the City Council or any other Commission or Board of the City of South Gate. Visit the City webpage and click on the Agenda & Minutes icon. That will take you the page where an individual can enter their email in the "Email Updates" box to register.

PUBLIC COMMENT/PARTICIPATION

Any person may request to address a legislative body during a public meeting. The Presiding Officer will call upon those present in the Council Chambers first. After all speakers in the Chambers have spoken, the Presiding Officer will call upon those participating via zoom or teleconference.

Speakers are limited to three (3) minutes on any item listed on the agenda, including public hearings. Under Comments from the Audience portion, speakers are also limited to a single three (3) minutes time limit. Comments from the Audience is initially limited to 45 minutes at each meeting. Any speaker still wishing to speak, that did not speak, will have an addition Comments from the Audience opportunity after the last business item is finished. The Presiding Officer may extend the time limit as long as there is no objection from the City Council as a body.

To ensure that the public is able to participate, the City provides the opportunity to submit their comments in person, virtually, email, phone call, mail and any other method which may become available. Methods of participation may be subject to change during other such times when a State of Emergency, Health Order or State Executive Order limits in-person participation.

CURFEW

In absence of a motion duly adopted by majority vote of the City Council, the Presiding Officer may adjourn the City Council meetings at 10:30 p.m. The Presiding Officer may ask the City Council if any agenda items listed should be continued or dealt with during the meeting. For those items to be continued, the City Council can direct the item be placed on the next City Council agenda or the current meeting may be adjourned to a time certain at which time the meeting shall be reconvened as an Adjourned Regular Meeting of the City Council and action upon the published agenda continued.

STAFF REPORTS

As a general rule, staff reports, or other written documentation are prepared/organized with respect to each item of business listed on the agenda. Meeting agendas and staff reports are available at least 72-hours prior to the scheduled regular City Council meeting and a minimum of 24-hours prior to a Special City Council meeting. There are times when the City Council receives written material, revised material after the posting of agendas, these materials are become a public record and will be available for public view within 72-hours after the meeting in which they were received. Those materials and any other public document can be inspected in the City Clerk's Office located at 8650 California Avenue, South Gate.

SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

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. For further information, please contact the Office of the City Clerk at (323) 563-9510 or via email at yglaze@sogate.org.

MAR 21 2024

8:40AM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **March 26, 2024**Originating Department: **Public Works**

Department Director:

Arturo Cervantes

City Manager:

Rob Houston

SUBJECT: RESOLUTION DECLARING A CONTINUED EMERGENCY AND AUTHORIZING REPAIR, REPLACEMENT OR MAINTENANCE ACTIVITIES OF PUBLIC FACILITIES RELATED TO THE URBAN ORCHARD, CITY PROJECT NO. 539-PRK WITHOUT PUBLIC BIDDING, PURSUANT TO THE EMERGENCY CONTRACTING PROCEDURES OF THE SOUTH GATE MUNICIPAL CODE AND THE CALIFORNIA PUBLIC CONTRACT CODE

PURPOSE: To declare an emergency still exists and to authorize the repair, replacement or maintenance activities of public facilities related to the Urban Orchard Project without public bidding. The Los Angeles County Department of Public Health, Solid Waste Division ("County") issued a Corrective Action Order requiring construction to stop on the project. The declaration of emergency is necessary to streamline the process to procure a replacement contractor to provide maintenance activities to preserve the site in a safe condition until the County authorizes construction work on the project to resume.

RECOMMENDED ACTIONS: The City Council will consider making a finding and adopting a Resolution declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code.

FISCAL IMPACT: There is no impact to the General Fund. The Urban Orchard Project ("Project") has received a total of \$30.5 million in grant and other funds for design, construction, operations, and maintenance, as summarized below.

ANALYSIS: The Project was under construction and approximately 80% of construction work has been completed. On December 29, 2022, the City received a Corrective Action Order ("Order") from the County. The Order required the City to stop all construction activities until such a time as a Post Closure Land Use Plan ("PCLUP") for the Project site was approved by the County. Given the PCLUP approval process and input received to date, it will take at least several months, possibly six or more, to obtain approval.

To avoid the significant delay damages that would be payable by the City to the general contractor during a prolonged suspension of the project pending approval of the PCLUP, the City Council terminated the general contractor's agreement at a Special City Council meeting on

February 6, 2023. Such termination provided both immediate and long-term cost savings to the City but also created an immediate need for the City to retain an interim contractor to perform certain ongoing maintenance and safety activities; a need which must be met sooner than the time necessary to engage in normal public bidding procedures.

The proposed Resolution declares a continued emergency exists pursuant to the authority granted by South Gate Municipal Code § 1.54.470 and California Public Contract Code § 22050. Those Code Sections allow cities, by resolution, to approve the City's entry into contracts without engaging in public bidding where certain emergency conditions are found to have occurred. Staff continues to believe that the County's Order directing all construction work to be ceased on the Project, constitutes such an emergency due to the public's safety with an unfinished construction site and the need to respond accordingly to additional directives given by the County related to ensuring public safety. Staff is recommending that the City Council adopt the proposed Resolution so that the City can avail itself of the accelerated contracting procedures authorized by those Code Sections. The Resolution, (1) declares an emergency, (2) authorizes the City Manager to take such actions deemed necessary to cause the maintenance activities to be performed and to procure the necessary equipment, services, and supplies all without giving notice for bids for contracts, (3) requires that at each regularly scheduled City Council Meeting, the City Manager present to the Council the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids, why that action is necessary to respond to the emergency, and that the City Council review the emergency action to determine, by a four-fifth's vote, that there is a need to continue the emergency action until the emergency action is terminated.

The City is working diligently to secure the PCLUP approval. Since the original Resolution declaring an emergency was approved by the City Council on February 6, 2023, the following contracts, expenditures, and milestones have been undertaken:

1. NR Development, Inc., was informed that Contract No. 2021-66-CC was terminated by the City Council effective February 13, 2023, except for maintenance activities. Staff met with NR Development, Inc., to discuss the steps to close out construction activities and continue maintenance activities. As of February 16, 2023, NR Development Inc., is no longer providing any project services or maintenance activities.
2. City forces provided maintenance services on the site. The site was secured with perimeter fencing and security contract services.
3. Coordination with the Trust for Public Land ("TPL") to complete the process to prepare the technical documents necessary to secure a replacement contractor was completed. Selected a recommended interim contractor; conducted a field review; and received a fee proposal for the interim maintenance and construction activities approved by the Local Enforcement Agency ("LEA").
4. Submitted to the LEA the Summary of Investigations Report, Workplan of Interim Control Measures ("WICM"), Supplemental WICM and Phase II Workplan. Received approval of the WICM and conditional approval of the Phase II Workplan. Submitted a revised WICM as requested by the LEA. Submitted the revised Phase II Workplan on

April 18, 2023. On May 9, 2023, the LEA approved the Revised WICM for which the safety measures were implemented by May 12, 2023.

5. Approved a funding increase for TPL in the amount of \$50,000. On January 24, 2023, the City Council approved a \$250,000 budget for Amendment No. 6 to Contract No. 3352 with TPL; however, Amendment No. 6 had a budget requirement of \$300,000. A budget increase of \$50,000 was administratively approved to align the amount of the budget authority with the \$300,000 budget requirement for Amendment No. 6, which provides funding for the technical services required to comply with requirements from the LEA.
6. A bid was received from LA Engineering to complete the construction of maintenance activities in the WICM approved by the LEA for the Urban Orchard Project. A construction contract in the amount of \$2,919,248 was executed administratively under the authority granted by the subject resolution (Contract No. 2023-93-CC).
7. LA Engineering has now substantially completed construction. The work completed includes backfill of overflow structure at the south wetland, north wetland slope stabilization, backfill of the reservoir, installation of three vaults adjacent to the Bandini Channel, construction of the easement road, and boarding up of the education and maintenance buildings. Site lighting is pending completion.
8. Methane gas monitoring began as of June 2023 and was completed in December 2023. There were 16 probes installed throughout the site. One probe detected low traces of methane; however, the amount is below regulatory requirements. A preliminary meeting was held with the LEA to review the results and discuss next steps. The City's consultant submitted a final report on January 16, 2024. Comments are expected between 30 to 60 days.

BACKGROUND: The Project is a part of the FY 2022/23 Capital Improvement Program. The Project is located between the Los Angeles River, Firestone Boulevard, the Thunderbird Villa Mobile Home Park, and the I-710 Freeway. The two primary purposes of the Project are to divert and treat storm water run-off from the Los Angeles River and to install a new park to provide riverfront recreational opportunities.

The Project is being constructed on a property that was used as an unpermitted landfill until 1949 by an entity known as Southeastern Disposal and By-Products. The property site is identified in CalRecycle's Solid Waste Information System ("SWIS") as an Unpermitted Closed Solid Waste Disposal Site and SWIS No. 19-AA-5545. In 1984, the State of California Department of Health Services, Toxic Substances Control Division concluded that the clean-up work completed effectively mitigated waste constituents to proceed with the Lewis Homes residential development project. The requirements of the PCLUP came into effect in 1988. As such, the project site is subject to State solid waste regulations that require the PCLUP before any change to the current land use, construction, or land preparation can occur.

The Los Angeles County Department of Public Health, Solid Waste Management Program, acts as the LEA for the State of California's Department of Resources Recycling and Recovery ("CalRecycle"). The County is authorized by Division 30 of the Public Resources Code

("PRC"), Section 43209 and 45000, Title 14 and 27 of the California Code of Regulations (14 CCR & 27 CCR), to enforce applicable solid waste regulations and to ensure solid waste sites meet the state minimum standards within the County of Los Angeles. As such, the City is working with the LEA to obtain approval of the PCLUP.

Construction is currently at the 80% completion stage. Improvements that have been substantially completed include, but are not limited to, rough grading, drop inlet for storm water diversion structures in the Bandini Channel, a wetland overlook area, the stream adjacent to the education/flexible space building and wetland, south bio swale, construction of 18 raised planters, planting of 75 trees, installation of the prefabricated education center and the restroom/maintenance building, two shade structures, a water element at the playground, installation of multi-use walking and bicycle pathways, exercise equipment located at various stages along the walking and bicycle paths, benches, picnic tables, drinking fountains, trash cans, and pathway lighting.

The Project has received the listed grants.

Grants	Amount	Grant Recipient
State Water Resource Control Board (Prop 1)	\$7,975,100	City
Land and Water Conservation Fund (LWCF)	\$3,000,000	
Los Angeles County Flood Control District	\$530,000	
Safe Clean Water- Municipal Funds	\$1,435,401	
Safe Clean Water- Regional Funds	\$5,438,000	
State Parks- Prop. 68 Grant	\$1,919,847	
Conservation Corp of Long Beach	\$713,015	
Caltrans	\$5,000,000	
Rivers and Mountains Conservancy Funds	\$4,404,798	TPL
Private Donations	\$90,000	
Total	\$30,506,161	

ATTACHMENT: Proposed Resolution

GD:lc

RESOLUTION NO. ____

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, DECLARING AN EMERGENCY STILL EXISTS AND AUTHORIZING REPAIR, REPLACEMENT OR MAINTENANCE ACTIVITIES OF PUBLIC FACILITIES RELATED TO THE URBAN ORCHARD PROJECT WITHOUT PUBLIC BIDDING, PURSUANT TO THE EMERGENCY CONTRACTING PROCEDURES OF THE SOUTH GATE MUNICIPAL CODE AND THE CALIFORNIA PUBLIC CONTRACT CODE**

WHEREAS, at the Special City Council meeting on February 6, 2023, the City Council for the City of South Gate ("City") considered and passed a Resolution declaring an emergency and authorized the repair, replacement or maintenance activities of public facilities related to the Urban Orchard Project ("Project") pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code;

WHEREAS, construction activities at the Project site began on August 2, 2021, and have reached the eighty percent completion stage, but the Project will require several more months of work before it is complete;

WHEREAS, the City has received notice from the Los Angeles County Department of Public Health, Solid Waste Management Program ("County"), demanding that the City immediately cease all construction work on the Project until such time that a Post Closure Land Use Plan ("PCLUP") is submitted to the County for approval before any change to the current land use, construction, or land preparation can occur to comply with the requirements of the California Code of Regulations, Title 27 (27 CCR), Section 21190 (the "Cease and Desist and Corrective Action Order");

WHEREAS, the City has terminated its construction agreement with the contractor;

WHEREAS, although no construction activities will occur at the Project site until the County issues its PCLUP, it will be necessary in the interim for certain minimal maintenance activities to be performed at the site for the protection of the existing improvements and/or for public safety (collectively, the "Maintenance Activities") as well as complete the improvements approved by the County under the Workplan for interim measures;

WHEREAS, at a special meeting of the South Gate City Council ("Council") held on Monday, February 6, 2023, the Council received information provided by the City's Public Works Department establishing that the City does not have sufficient manpower to perform the Maintenance Activities with its own forces, and that the immediate need for the performance of the Maintenance Activities does not permit a delay that would result from a competitive solicitation for bids; and

WHEREAS, the City is working diligently to secure the PCLUP approval. The process has been initiated; the Workplan for interim measures has been approved and its construction is substantially complete; a Summary of Site Investigation has been completed; and the final report has been submitted to the County.

NOW, THEREFOR, BASED ON THE FACTS SET FORTH ABOVE, THE COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, HEREBY MAKES THE FOLLOWING FINDINGS:

1. The County's issuance of the Cease and Desist and Corrective Action Order at the current stage of the Project work, coupled with the immediate and ongoing need to perform the Maintenance Activities, has created an emergency for the City with respect to the Project; and
2. The emergency will not permit a delay resulting from a competitive solicitation for bids to perform the Maintenance Activities; and
3. The actions to be taken pursuant to the Resolutions set forth below continue to be necessary to respond to the emergency; and
4. The City is working diligently to secure the PCLUP approval. The process has been initiated; the Workplan for interim measures has been approved; a Summary of Site Investigation has been completed; and the final report has been submitted to the County.

NOW, THEREFOR, THE COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DOES HEREBY RESOLVES AS FOLLOWS:

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

SECTION 2: Pursuant to the authority granted by South Gate Municipal Code § 1.54.470 and California Public Contract Code § 22050, the Council hereby authorizes and directs the City's City Manager and his designees to take such actions as the City Manager deems necessary to cause the Maintenance Activities to be performed, and to procure the necessary equipment, services, and supplies therefore, all without giving notice for bids to let contracts, and without regard to the dollar amounts of the contracts for such activities, equipment, services and supplies.

SECTION 3: At each regularly scheduled meeting of the Council after the date of the original Resolution, dated February 6, 2023, until further notice from the Council, the City Manager has and shall continue to present to the Council the reasons justifying the emergency, that the emergency declaration will reduce delays and associated costs that would otherwise result from the competitive solicitation for bids and why that action is necessary to respond to the emergency.

SECTION 4. At each such regularly scheduled meeting until the emergency action is terminated, the Council shall review the emergency action to determine, by a four-fifth's vote, that there is a need to continue the emergency action.

SECTION 5. The Council shall terminate the emergency action at the earliest possible date that conditions warrant, so that the remainder of the construction activities may be completed by giving notice for bids to let contracts.

SECTION 6. In accordance with the provisions of California Public Contract Code § 22050, this Resolution shall only be effective if passed by a four-fifths vote of the Council.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 12th day of March 2024.

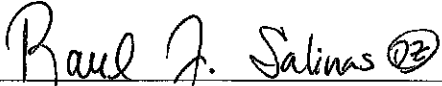
CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

CITY MANAGER'S OFFICE

MAR 20 2024
8:30AM

City of South Gate CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: March 26, 2024

Originating Department: Human Resources

Human Resources Director:


John Hamilton

City Manager:


Rob Houston

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO APPROVE THE RETITLING OF THE WATER OPERATIONS FOREMAN TO WATER OPERATIONS SUPERVISOR IN THE PUBLIC WORKS DEPARTMENT, TO UPDATE THE JOB CLASSIFICATION SPECIFICATION FOR THE POSITION OF WATER OPERATIONS SUPERVISOR, AND TO UPDATE THE CONSOLIDATED SALARY SCHEDULE FOR THE POSITION OF WATER OPERATIONS SUPERVISOR

PURPOSE: To consider retitling the job classification of Water Operations Foreman to Water Operations Supervisor in the Public Works Department, updating the job classification specification for the position of Water Operations Supervisor, and updating the consolidated salary schedule for the position of Water Operations Supervisor.

RECOMMENDED ACTION: The City Council will consider adopting a Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to approve:

1. Retitling the job classification of Water Operations Foreman to Water Operations Supervisor in the Public Works Department;
2. Updating the job classification specification for the position of Water Operations Supervisor; and
3. Updating the consolidated salary schedule to replace the position of Water Operations Foreman with Water Operations Supervisor.

FISCAL IMPACT: Approving the update to the job classification specification for the Water Operations Supervisor will have no fiscal impact to the Fiscal Year 2023/24 Adopted Budget. No additional appropriations are required due to salary savings from this position being vacant.

ANALYSIS: The requested change in the position's name from Water Operations Foreman to Water Operations Supervisor is to modernize the title, the update to the Water Operations Supervisor job classification specification is to provide some clarity to the expectations of the position and to adjust the minimum qualifications to assist in the City's recruitment efforts, and the increase in pay is to ensure the position remains competitive within the market.

BACKGROUND: The City must, from time to time, add, remove, reclassify, or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the City's workforce. In response to these changing needs and demands, job classification specifications must be amended to more closely match the tasks which need to be performed by employees in the City's various departments.

The proposed change to the position title is to ensure that a gender-neutral title provides for inclusivity for any incumbent who may occupy it. The job classification specification is also updated to ensure it provides the incumbent with an accurate description of the duties and minimum qualifications necessary to successfully compete for and succeed in the position. Some of the updates to the position require the incumbent to ensure the safe production, delivery and protection of the City's water supply, oversee the water sampling programs and monitor the results to ensure compliance with all applicable regulatory agencies, and monitor and ensure compliance with State and Federal regulations regarding water system operations.

Additionally, authorization is requested to increase the base wages for the position by 5 percent to ensure that the position remains competitive in the market. When conducting a market analysis to determine what a competitive wage would be for this position, it was determined that the position's base pay was about 11 percent behind its peers; however, when accounting for the City's generous benefits an employee receives, the position was about 4.7 percent behind its peers in "total compensation." In an effort to keep the position competitive and ensure that its wages meet the median for "total compensation," authorization is requested to increase the Water Operations Supervisor salary by 5 percent. Therefore, the monthly salary for the position will increase as follows:

Water Operations Supervisor	A	B	C	D	E
Current	6,965	7,313	7,679	8,063	8,466
Proposed	7,313	7,679	8,063	8,466	8,889

Human Resources staff worked with the Public Works Department to update the job classification specification for the Water Operations Supervisor. Staff also worked with the Miscellaneous Employees' Association (MEA) Board Members to inform them of the retitling of the position from Water Operations Foreman to Water Operations Supervisor, the updates to the job classification specification, the increase in pay, and they are in agreement with the updates to the job classification specification.

ATTACHMENT: Proposed Resolution (including job classification specification)

RESOLUTION NO. _____

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) APPROVE THE RETITLING OF THE WATER OPERATIONS FOREMAN TO WATER OPERATIONS SUPERVISOR IN THE PUBLIC WORKS DEPARTMENT, TO UPDATE THE JOB CLASSIFICATION SPECIFICATION FOR THE POSITION OF WATER OPERATIONS SUPERVISOR, AND TO UPDATE THE CONSOLIDATED SALARY SCHEDULE FOR THE POSITION OF WATER OPERATIONS SUPERVISOR

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

WHEREAS, the City desires to retitle the job classification of Water Operations Foreman to Water Operations Supervisor in the Public Works Department;

WHEREAS, the City desires to approve the update to the job classification specification for the position of Water Operations Supervisor;

WHEREAS, the City desires to direct staff to update the consolidated salary schedule to change the title of the position of Water Operations Foreman to Water Operations Supervisor; and

WHEREAS, the City desires to direct staff to update the consolidated salary schedule for the position of Water Operations Supervisor by increasing the wages for the position by 5 percent.

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

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

SECTION 2. The City Council hereby approves and adopts the proposed amendments to the City's Salary Resolution and Position Classification Plan to approve the retitling of the position of Water Operations Foreman to Water Operations Supervisor in the Public Works Department.

[Remainder of page left blank intentionally.]

SECTION 3. The City Council hereby approves and adopts the proposed amendments to the City's Salary Resolution and Position Classification Plan to approve the update to the job classification specification for the position of Water Operations Supervisor, attached hereto as Exhibit "A."

SECTION 4. The City Council hereby approves and directs staff to update the title of Water Operations Foreman to Water Operations Supervisor to the City's consolidated salary schedule and to update the wages for the position as follows:

	A	B	C	D	E
Water Operations Supervisor	7,313	7,679	8,063	8,466	8,889

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

PASSED, APPROVED and ADOPTED this 26th day of March 2024.

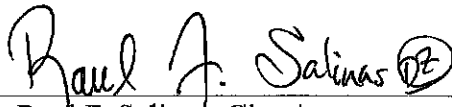
CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

City of South Gate
CLASS SPECIFICATIONS AND ATTRIBUTES

WATER OPERATIONS SUPERVISOR

DESCRIPTION

Under direction, to layout, coordinate, assign, supervise, train, evaluate, prepare required reports periodically and record the work of technicians engaged in operations, reading and maintenance of meters, backflow prevention devices, water pumping plants, telemetry (SCADA) controls, water reservoirs and booster pumping plants; to ensure safe production, delivery, and protection of the City's water supply; oversees water sampling programs and monitors results to ensure compliance with all applicable regulatory agencies; monitors and ensures compliance with State and Federal regulations regarding water system operations repair, testing, inventory and other appurtenant records as directed; and to do related work as required.

SUPERVISION RECEIVED

Works under the direct supervision of the Water Division Manager.

SUPERVISION EXERCISED

Exercises supervision of Water Operations Division full-time and part-time maintenance staff. Supervises the following positions: Pump Operator I and II, Meter Reader I and II, Water Service Representative I and II, Water Quality and System Lead Operator and other staff in the Water Division as assigned by the Water Division Manager.

ESSENTIAL FUNCTIONS

The following functions are typical for this classification. The incumbent may be assigned to manage either the Water Production or Water Distribution Sections of the Division. The incumbent may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

Assigns, schedules, inspects, trains, and supervises all work of technicians related to the operation of the meter maintenance shop, pumping stations, telemetry (SCADA) controls and reservoir facilities.

Maintains and appropriate inventory of fittings, spare parts, and other required appurtenance.

Maintains records and prepares reports and recommendations regarding replacement, repair and testing of meters, construction hydrant meters and backflow prevention devices.

Responds to customer questions pertaining to water quality and billing problems and prepares and maintains appropriate record data regarding the resolution of these matters.

Enforces safety regulations and conducts personnel safety training and educational seminars in the use of tools, equipment, and work procedures.

Conducts plant surveys and inspections for cross connection control in conjunction with the Los Angeles County Health Department, Central Basin Municipal Water District, and the State Water Resource Control Board (SWRCB).

WATER OPERATIONS SUPERVISOR (cont.)

Reviews plans and advises management of possible corrective work procedures; conducts plant surveys for Cross Connection Control.

Performs performance evaluations for and reviews same with affected personnel and prepares appropriate recommendations regarding these evaluations; evaluates and approves requested sick leave, vacation, and personal leave for personnel under his supervision and makes recommendations regarding employee leave without pay requests.

Oversees the Water Sampling Program. Reviews sampling schedule to ensure accuracy and timelines meet the State Water Resource Control Boards (SWRCB) requirements. Coordinates with the Water Replenishment District to ensure the Title 22 drinking water quality schedule is correct and sample results meet water quality standards. Reports timely on any correction actions and takes the lead on reporting and notifying the Water Division Manager and SWRCB of any water quality concerns.

Oversees and participates in performing routine preventative maintenance of pumps, motors, chemical equipment, and related equipment including lubricating, operating adjustments, cleaning, and painting equipment.

Oversees and participates in inspecting pumps, treatment systems, valves, pilot controls and other water facilities and appurtenances; installs, repairs, and maintains equipment as necessary.

Submits monthly production and other reports to SWRCB, assists with the Water Loss Audit report and the Electronic Annual Report (EAR) and other State and Federal reporting requirements.

Performs related work as required.

QUALIFICATIONS

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

Education and Experience

Graduation from high school and minimum of one (1) year of experience in a responsible lead capacity in the operation, maintenance and repair of water production and telemetry (SCADA) control facilities are required; effective oral and written communications skills are required, along with computer software knowledge. A strong background in water technology courses and an associate's degree in organizational management or closely related field is desirable.

License/Certifications/Special Requirements

Possession of a valid Class C California Driver's License, including a satisfactory driving record and possession of a Grade III State Water Resource Control Board Distribution Certificate are required at the time of appointment and throughout employment.

Possession of Grade III State Water Resource Control Board Water Treatment Operator's Certificate and possession of Cross Connection Control Specialist Certificate required within one (1) year of appointment.

WATER OPERATIONS SUPERVISOR (cont.)

Required to participate in 24-hour emergency standby duty, which may include responding to emergency calls during non-regularly scheduled work hours, including nights, weekends and holidays.

Must be able to perform standby functions as required to meet operational needs of Water Division.

Knowledge, Skills, and Abilities

Knowledge of Municipal water system operation, including water meters, pumping plants and telemetry controls; knowledge of the application, operation and maintenance of backflow prevention devices; knowledge of state and county Health Codes and regulations that govern water services.

Ability to maintain an appropriate inventory, prepare, maintain and update permanent and periodic record data; ability to prepare written reports and correspondence; ability to supervise, schedule, train and instruct other personnel; ability to establish and maintain effective working relationships with other employees and with the public.

CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM

An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of South Gate. An employee assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to walk, stand, stoop, bend, lean, turn, twist, crouch, talk or hear. The employee is frequently required to use hands and fingers to handle, or feel objects, tools, or controls; and reach with hands and arms. Incumbents are occasionally exposed to hazardous conditions and must occasionally work at heights of up to 45 feet. The employee must occasionally lift and/or move up to 90 pounds, kneel, squat, push, pull, and reach above and below shoulder level. Specific vision abilities required by this job include close vision, long distance, color perception and the ability to adjust focus. Incumbents usually work in a shop environment but can be exposed to adverse environmental conditions including performing work around moving machinery, equipment, vehicles, noise, dust, dirt, gas and fumes. The noise level in the work environment is usually noisy. Incumbents are occasionally exposed to adverse environmental conditions.

WATER OPERATIONS FOREMAN

Created, 12/17/1979

Revised, 06/11/1984, 11/12/1991, 08/12/1997

Revised, 04/30/2001

WATER OPERATIONS SUPERVISOR

Retitled and revised, 03/26/2024

MAR 21 2024

8:40 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **March 26, 2024**Originating Department: **Public Works**

Department Director:


Arturo Cervantes

City Manager:


Rob Houston

SUBJECT: AMENDMENT NO. 6 TO CONTRACT NO. 3081 WITH WILLDAN ENGINEERING, INC., FOR ADDITIONAL DESIGN SERVICES FOR THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT, PHASE II, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS ID NO. F3124

PURPOSE: To approve Amendment No. 6 to Contract No. 3081 with Willdan Engineering, Inc. ("Willdan"), for fund revisions made to the design and construction documents that were necessary in order to re-bid construction of the Firestone Boulevard Regional Corridor Capacity Enhancements Project, Phase II, City Project No. 476-TRF, METRO Call for Projects ID No. F3124 ("Project") to meet budget requirements, and to extend the contract term.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 6 to Contract No. 3081 with Willdan Engineering, Inc. which is necessary to extend the contract term 12 months and to fund revisions made to design and construction documents that were necessary to re-bid the construction of the Firestone Boulevard Regional Corridor Capacity Enhancements, Alameda Street to Hunt Avenue, Phase II, City Project No. 476-TRF, METRO Call for Projects ID No. F3124 in an amount not-to-exceed \$40,779; and
- b. Authorizing the Mayor to execute Amendment No. 6 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Amendment No. 6 is in the amount of \$40,779 and is recommended to be funded with grant funds as summarized below. The project is budgeted in the Capital Improvement Program in the amount of \$4,138,351 as summarized in Attachment E.

Account No. 311-790-31-9447	Call for Project Grant	Prop C LR	Measure R	Development Funds	Total
Contract No. 3081	\$542,600	\$281,096		\$24,117	\$847,813
Amendment No. 1	\$110,000	\$46,692			\$156,692
Amendment No. 2	\$129,449	\$16,551	\$100,000		\$246,000
Amendment No. 3	\$27,413	\$11,727	\$3,680		\$42,820
Amendment No. 4	(\$47,835)	(\$10,000)	(\$65,172)		(\$123,007)
Amendment No. 5	\$44,814	\$15,186	\$32,282		\$92,282
Amendment No. 6	\$17,900		\$22,875		\$40,775
Total	\$824,341	\$361,252	\$93,665	\$24,117	\$1,303,375

ANALYSIS: The Firestone Boulevard Regional Corridor Capacity Enhancements Project was a multi-million dollar undertaking to improve Firestone Boulevard in two construction phases. Phase I was completed under budget which left funding available for a second phase of construction. Willdan provided additional services to prepare the design and construction documents for the Phase II construction project. Phase II was bid and on August 9, 2022, the three construction bids received were over budget. Willdan was requested to modify the Phase II design and construction documents to reduce the scope of work to meet the budgetary constraints and to rebid the project. The design modifications were completed in October 2022, and issued for rebidding on December 2022. As of March 2023, construction is now substantially complete. During construction, Willdan further provided bidding and construction support services. This was not optional since they are the engineer of record.

An amendment is needed to fund Willdan's additional services. Amendment No. 6 provides \$25,475 to fund design modifications and \$15,300 for bidding and construction support services. More specifically, services provided include project management, utility coordination, permit application, modifying design plans, specifications and estimates and construction support services. Amendment No. 6 also retroactively extends the contract term of the Agreement 12 months, from August 31, 2023 to August 31, 2024.

BACKGROUND: The Boulevard Project is a part of the Capital Improvement Program. Its purpose is to enhance safety, provide congestion relief, addressed deferred maintenance and beautify Firestone Boulevard. A wide range of infrastructure improvements were constructed such as increasing travel lanes from four to six for peak-hour travel, raised landscape medians, pavement rehabilitation, traffic signal improvements and other infrastructure improvements. The project was constructed in two phases. Construction of Phase I of the project was completed on October 2019. Construction of Phase II is substantially complete as of March 2023. The Phase II project included the following improvements: 4 bus shelters, 2 bus pull-outs, street lighting, sidewalk, curb and gutter repairs, and road/storm drain reconstruction to resolve safety issues adjacent South Gate High School, South Gate Middle School, and East Los Angeles College.

Willdan prepared the design and construction documents for both phases of the project. On December 16, 2014, the City Council approved Contract No. 3081 with Willdan Engineering in the amount of \$847,813 for professional services which covered design services and preparation

of the construction documents, environmental analysis, and construction support services for The Boulevard Project. The City Council has approved five amendments, as summarized below.

- a. On November 22, 2016, the City Council approved Amendment No. 1 (\$156,692) to fund storm water quality and landscape lighting improvements; expansion of project limits to include a new roadway segment between Firestone Place and Rayo Avenue; and to fund additional traffic analysis.
- b. On July 25, 2017, the City Council approved Amendment No. 2 (\$246,000) to fund the design and manufacturing of six public art sculptures at the Firestone Gateway Intersections.
- c. On February 13, 2018, the City Council approved Amendment No. 3 (\$42,820) to fund the preparation of design and construction documents for five bus pullouts and two right-turn pockets.
- d. On December 11, 2018, the City Council approved Amendment No. 4 which reduce the contract amount by \$123,007. This amendment added work to the contract but also removed some of the contract work. Work added included design and construction support services for bus pullouts, right-turn lanes, traffic signals, cameras, safety improvements, and easement exhibits. Contract work removed included design, manufacturing, and installation of six public art sculptures.
- e. On August 24, 2021, the City Council approved Amendment No. 5 (\$92,282) to fund design and construction support services to prepare construction documents for Phase II of the project. Amendment No. 5 extended the termination date to August 31, 2023.

ATTACHMENTS:

- A. Proposed Amendment No. 6 (including Exhibit A)
- B. Amendment No. 5
- C. Amendment No. 4
- D. Amendment No. 3
- E. Amendment No. 2
- F. Amendment No. 1
- G. Contract No. 3068
- H. Location Map
- I. Project Budget

KT:lc

AMENDMENT NO. 6 TO CONTRACT NO. 3081 FOR DESIGN SERVICES FOR PHASE II OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENT PROJECT, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS ID NO. F3124 (THE BOULEVARD PROJECT), BETWEEN THE CITY OF SOUTH GATE AND WILLDAN ENGINEERING

This Amendment No. 6 to Contract No. 3081 (Amendment No. 6") for Design Services for the Firestone Boulevard Regional Corridor Capacity Enhancements Project, Phase II, City Project No. 476-TRF, METRO Call for Projects ID No. F3124 (the "Boulevard Project"), is made and entered into on March 26, 2024, by and between the City of South Gate ("City"), and Willdan Engineering ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, on December 16, 2014, the City Council approved Contract No. 3068 with Consultant ("Agreement"), to provide professional engineering services to prepare design plans, specifications, construction support and cost estimates for the Boulevard Project, in an amount not-to-exceed Eight Hundred Forty-Seven Thousand Eight Hundred Thirteen Dollars (\$847,813);

WHEREAS, the City and Consultant have previously executed Amendment No. 1 to Contract No. 3081 dated November 22, 2016 ("Amendment No. 1") for professional services in an amount not to exceed One Hundred Fifty-Six Thousand Six Hundred Ninety-Two Dollars (\$156,692) bringing the aggregate total of the Agreement and Amendment No. 1 to One Million Four Thousand Five Hundred Five Dollars (\$1,004,505);

WHEREAS, the City and Consultant have previously executed Amendment No. 2 to Contract No. 3081 dated July 25, 2017 ("Amendment No. 2") for professional services in an amount not to exceed Two Hundred Forty-Six Thousand Dollars (\$246,000), bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to One Million Two Hundred Fifty Thousand Five Hundred Five Dollars (\$1,250,505);

WHEREAS, the City and Consultant have previously executed Amendment No. 3 to Contract No. 3081 dated February 13, 2018 ("Amendment No. 3") for professional services in an amount not to exceed Forty-Two Thousand Eight Hundred Twenty Dollars (\$42,820) bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a total sum of One Million Two Hundred Ninety-Three Thousand Three Hundred Twenty-Five Dollars (\$1,293,325);

WHEREAS, the City and Consultant have previously executed Amendment No. 4 to Contract No. 3081 dated December 11, 2018 ("Amendment No. 4") for professional services in a net credit amount of One Hundred Twenty-Three Thousand Seven Dollars (\$123,007), reducing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3

and Amendment No. 4 to One Million One Hundred Seventy Thousand Three Hundred Eighteen Dollars (\$1,170,318);

WHEREAS, the City and Consultant have previously executed Amendment No. 5 to Contract No. 3081 dated August 31, 2023 ("Amendment No. 5") increasing the compensation payable to the Consultant in an amount not to exceed Ninety-Two Thousand Two Hundred Eighty-Two Dollars (\$92,282), to fund the design and construction documents for bus pullouts, right-turn lanes, traffic signals, cameras, safety improvements, and easement exhibits for the Phase II project bringing the aggregate total of the Agreement and Amendment Nos 1 – 5 to One Million Two Hundred Sixty-Two Thousand Six Hundred Dollars (\$1,262,600); and

WHEREAS, the City and Consultant, therefore, desire to execute Amendment No. 6 to Contract No. 3081, increasing the compensation payable to the Consultant in an amount not to exceed **Forty Thousand Seven Hundred Seventy-Nine Dollars (\$40,779)**, for services identified in Exhibit "A" attached hereto, and incorporated under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment Nos. 1 through 6, to One Million Three Hundred Three Thousand Three Hundred Seventy-Nine Dollars (\$1,303,379).

NOW, THEREFOR, the Parties hereto agree as follows:

1. MODIFICATION TO AGREEMENT.

1.1 SCOPE OF WORK. Consultant shall expand its services to the City as identified in Exhibits "A" and "B" attached hereto and made a part of this Agreement. City reserves the right to augment or reduce the scope of work as the City deems necessary.

1.2 COMPENSATION. The amount of compensation paid by City to Consultant under Amendment No. 6 shall not exceed **Forty Thousand Seven Hundred Seventy-Nine Dollars (\$40,779)**.

1.3 TERM OF AGREEMENT. Amendment No. 6 retroactively extends the termination date of the Agreement and any amendments thereto to and including August 31, 2024.

2. EFFECT OF AMENDMENTS. Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. All of the recitals to this Amendment No. 6 are incorporated into the Agreement. City reserves the right to augment or reduce the scope of work as the City deems necessary.

3. CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT. In accordance with

California SB 1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure of political contributions totaling more than two hundred fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning a contract has been made, must be filed. Therefore, the City requires that Consultant fill out and submit the California Levine Act Disclosure Statement form available on the City website and file it with the City Clerk's Office prior to the approval of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 6 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado , Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

WILLDAN ENGINEERING:

By: _____
Vanessa Muñoz, President/CEO

Dated: _____



October 12, 2022 (Revised)

Mr. Kenneth Tang, PE
Senior Civil Engineer
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: Extra Request for Design Services for Storm Drain, Street, Sidewalk, Striping, and Landscaping Improvements on Selected Location of Firestone Boulevard

Dear Mr. Tang:

Pursuant to the existing As-Needed Professional Engineering Services Agreement between the City of South Gate and Willdan Engineering (Willdan) dated July 24, 2015, we are pleased to submit this task order proposal to provide professional design services for the design of storm drains, street, sidewalk, striping, and landscape improvements on the selected locations of Firestone Boulevard. This proposal will complete the scope of work outlined in the original request for proposal (RFP) for Storm Drain, Street, Sidewalk, Striping, and Landscaping Improvements on Selected Locations on Firestone Boulevard. This proposal also includes additional work items identified by City staff.

Willdan received approval to begin design services for the Storm Drain, Street, Sidewalk, Striping, and Landscaping Improvements on Selected Locations on Firestone Boulevard project. Due construction budget reductions for Firestone Boulevard Phase I, the scope of work was reduced, and the plans were revised to fit the new construction budget. The City has since secured funding to construct the improvements as originally outlined in Phase I. Furthermore, during plan review and field walks, City staff identified more work items that are beyond the work outlined in the original RFP.

This additional scope of work will be incorporated as part of the original Firestone Blvd Improvement Project design package. The following outlines our scope of work, schedule, and fee:

SCOPE OF WORK

Plans, Specifications, and Estimates (PS&E)

1. Perform additional field ground observations necessary to design additional traffic signal, street lighting and signing and striping modifications within the project limits on Firestone Boulevard.
2. Coordinate with Southern California Edison (SCE) to relocate existing landscaping and lighting meter to a new location at Firestone Boulevard and California Avenue.

3. Prepare plans to install two zones of flexible and rigid delineators at South Gate Middle School.
4. We also prepared plans to replace street and pedestrian lights at South Gate Middle School.
5. City requested bus pad to be included in the plan set and the plans were revised to include the bus pads replacements.
6. City setup two meetings with Metro regarding the bus turnouts after final design and based on the meeting, the plans were revised to new requested standards. The bus pullout was designed per Metro standards, but Metro had requested the city to modify the bus pads to 100-foot-long pullouts. We modified two bus pullouts at ELAC and California Avenue.
7. Willdan had to perform potholes and during potholes, underground concrete structures were encountered, and one additional pothole was performed for the design of the storm drain system at Victoria Avenue.
8. After final plans, the City made changes to the bid schedule and Willdan modified the bid document to separate out the work related to speed humps, bus pullouts, safety measures at schools and the bus pads. The task included re-quantifying the improvements to separate out the identified work. The City instructed the bus pads and the bollards to be separated out and then requested the bid schedule to be further broken down to separate the cost for the speed hump improvements and at ELAC and High school and to separate out the bus pullout at California. Willdan revised the engineers estimate, contact bid Schedule, and issued addendums.
9. City had made significant changes to the bid schedule during bid period to change the original scope of two bid scheduled to 8 bid schedules and required adjusting the quantities.
10. City has rejected all bids and have planned to rebid the project. Per the City's instructions, the changes to the plans will include
 - Willdan will revise the plans to keeping five bus stop locations at:
 1. Santa Fe
 2. California
 3. San Juan
 4. Bower Avenue
 5. Azalea (Near Atlantic)
 - Rebid the project with the following improvements estimated at \$1.74 million: Five bus shelters, one bus pull-out at California, sidewalk, curb and gutter repairs, traffic signal, and ADA improvements.
 - City has appropriated an additional \$1,000,000 in Measure R Funds. Willdan will repackage the plans, specifications and estimates to resolve the roadway issues and safety concerns adjacent South Gate Middle School, South Gate High School



and East Los Angeles Community College's satellite campus including one bus pullout relocation.

- Per the City, Willdan will eliminate the following improvements:
 - Lighting improvements.
 - Pavement restoration at intersecting streets.
 - Nine bus shelter renovations.
 - Concrete bus pad reconstruction at 14 locations. Per the City, concrete bus pads provide a longer pavement life than asphalt concrete bus pads. However, the asphalt concrete pavement was recently reconstructed and should not fail for at least five years.
- The revised improvements will include replacing five bus shelters, one bus pull-out, sidewalk, curb and gutter repairs, traffic signal and street light modifications, ADA improvements, and road widening, and storm drain reconstruction to resolve potential safety concerns adjacent South Gate Middle School, South Gate High School and East Los Angeles Community College's satellite campus.

FEE

Our proposed time-and-materials, not-to-exceed fee to provide the above additional professional engineering design services under original contract is **\$25,475** and the not-to-exceed fee to provide services to rebid the project is **\$15,300** based on the breakdown.

1	Field Review	\$2,575
2	SCE Coordination	\$800
3	Design Safety Measures and Plan Updates	\$3,450
4	Replace Street Lights and Pedestrian light	\$800
5	Add bus pads to the plans, update specs and estimates	\$3,550
6	Bus Pullout Modifications	\$7,500
7	Additional Potholes (1 Additional)	\$2,200
8	Bid Schedule Changes (Quantity and Engineers estimate update)	\$3,500
9	Specification Update	\$1,100
Total Amount for Work Already performed		\$25,475
10	Revise the plans, specifications and estimates for Rebid	\$13,225
11	Bid Support Services	\$1,975
Subtotal - Rebid		\$15,300
TOTAL		\$40,775

Please indicate the City's approval and authorization to proceed by either printing out and signing one original and returning one hard copy original to our office, or by scanning one signed original and returning it by email

We appreciate the opportunities that the City has provided us, and we look forward to providing professional engineering services for the design of storm drains, street, sidewalk, striping, lighting and traffic signal improvements on selected locations of Firestone Boulevard. Should you have any questions regarding this proposal, please contact Ms. Vanessa Muñoz at (562) 562 368-4848 or e-mail vmunoz@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING



Vanessa Muñoz, PE, TE, PTOE
President/Director of Engineering

Approval and Authorization to Proceed By:

CITY OF SOUTH GATE

Signature

Date

910005/WW.00.60/P22-341_23867



Contract No. 3081

Amendment No. 5

**AMENDMENT NO. 5 TO CONTRACT NO. 3081 FOR DESIGN SERVICES FOR
PHASE II OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR
CAPACITY ENHANCEMENT PROJECT, CITY PROJECT NO. 476-TRF,
METRO CALL FOR PROJECTS ID NO. F3124 (THE BOULEVARD PROJECT),
BETWEEN THE CITY OF SOUTH GATE AND WILL DAN ENGINEERING**

This Amendment No. 5 to Contract No. 3081 (Amendment No. 5") for design services for Phase II of the Firestone Boulevard Regional Corridor Capacity Enhancements Project, City Project No. 476-TRF, Call for Projects ID No. F3124 (the "Boulevard Project"), is made and entered into on August 24, 2021, by and between the City of South Gate ("City"), and Willdan Engineering ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, on December 16, 2014, the City Council approved Contract No. 3068 with Consultant ("Agreement"), to provide professional engineering services, to prepare design plans, specifications, construction support and cost estimates for the Boulevard Project, in an amount not-to-exceed Eight Hundred Forty-Seven Thousand Eight Hundred Thirteen Dollars (\$847,813); and

WHEREAS, the City and Consultant have previously executed Amendment No. 1 to Contract No. 3081 dated November 22, 2016 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed One Hundred Fifty-Six Thousand Six Hundred Ninety-Two Dollars (\$156,692) bringing the aggregate total of the Agreement and Amendment No. 1 to One Million Four Thousand Five Hundred Five Dollars (\$1,004,505); and

WHEREAS, the City and Consultant have previously executed Amendment No. 2 to Contract No. 3081 dated July 25, 2017 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed Two Hundred Forty-Six Thousand Dollars (\$246,000), bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a total sum of One Million Two Hundred Fifty Thousand Five Hundred Five Dollars (\$1,250,505); and

WHEREAS, the City and Consultant have previously executed Amendment No. 3 to Contract No. 3081 dated February 13, 2018 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed Forty-Two Thousand Eight Hundred Twenty Dollars (\$42,820) bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a total sum of One Million Two Hundred Ninety-Three Thousand Three Hundred Twenty-Five Dollars (\$1,293,325); and

WHEREAS, the City and Consultant have previously executed Amendment No. 4 to Contract No. 3081 dated December 11, 2018 ("Agreement") relating to professional services in the City of South Gate in a net credit amount of One Hundred Twenty-Three Thousand Seven Dollars (\$123,007), reducing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 to a total sum of One Million One

Hundred Seventy Thousand Three Hundred Eighteen Dollars (\$1,170,318); and

WHEREAS, the Boulevard Project was completed on October 28, 2019, under budget by approximately \$2.4 Million. On June 2, 2021 and on June 16, 2021, the Los Angeles Metropolitan Transportation Authority (Metro) approved utilizing the remaining grant funds to make further improvements to Firestone Boulevard; and

WHEREAS, it is necessary to prepare design and construction documents to bid and construct the improvements which under the scope of work for the Agreement, Consultant partially designed some of the proposed improvements and Consultant services are necessary to finalize the design, add new improvements, and prepare construction documents; and

WHEREAS, the City and Consultant, therefore, desire to execute Amendment No. 5 to the Agreement, increasing the compensation payable to the Consultant in an amount not to exceed **Ninety-Two Thousand Two Hundred Eighty-Two Dollars (\$92,282)**, for services identified in Exhibit "A" attached hereto, and incorporated under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment Nos. 1 through 5, to One Million Two Hundred Sixty-Two Thousand Six Hundred Dollars (\$1,262,600).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **SCOPE OF WORK.** Consultant shall expand its services to the City as identified in Exhibits "A" and "B" attached hereto and made a part to this Agreement. City reserves the right to augment or reduce the scope of work as the City deems necessary.
- b. **COMPENSATION.** The amount of compensation paid by City to Consultant under Amendment No. 5 shall not exceed **Ninety-Two Thousand Two Hundred Eighty-Two Dollars (\$92,282)**.
- c. **TERM OF AGREEMENT.** Amendment No. 5 extends the termination date of the Agreement and any amendments thereto, to August 31, 2023.

2. EFFECT OF AMENDMENTS. Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. All of the recitals to this Amendment No. 5 are incorporated into the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 5 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: Al Rios
Al Rios, Mayor

Dated: 09-30-2021

ATTESTED:

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

APPROVED AS TO FORM:

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

Willdan Engineering:

By: Vanessa Muñoz
Vanessa Muñoz, President/CEO

Dated: 8/26/2021

EXHIBIT A



July 6, 2021

Mr. Kenneth Tang, P.E.
Senior Civil Engineer
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: Proposal to Provide Design Services for Storm Drain, Street, Sidewalk, Striping, and Landscape Improvements on Selected Locations of Firestone Boulevard

Dear Mr. Tang:

Pursuant to the As-Needed Professional Engineering Services Agreement between the City of South Gate and Willdan Engineering (Willdan) dated July 24, 2015, and Amendment No. 5, dated September 24, 2019, we are pleased to submit this task order proposal to provide professional engineering services for the design of storm drains, street, sidewalk, striping, and landscape improvements on selected locations of Firestone Boulevard.

The following is the scope, schedule and fee.

PROJECT UNDERSTANDING

Willdan understands the City is seeking engineering design services for a catch basin replacement and storm drain improvement project for two locations on Firestone Boulevard; the services include providing recommendations for design of new catch basin and storm drain alignment and preparing plans, specifications, and estimates (PS&E) for the projects. Additionally, Willdan understands the City is seeking engineering design services for the replacement of sidewalk, curb, gutter, striping, streetlights, trees, and bus shelters at locations identified by the City.

Willdan understands that the existing catch basin on the north-east side of the intersection of Calden Avenue and Firestone Boulevard is causing discomfort for vehicles driving on the second west-bound through lane. The catch basin is owned and maintained by LA County Flood Control District (LACFCD). A similar issue exists for the west-bound drivers on Firestone Boulevard crossing Victoria Avenue which is caused by the grades of the existing storm drain culvert crossing Firestone Boulevard. The existing box culvert ties into the LACFCD storm drain on Victoria Avenue.

Willdan will provide the following design engineering services:

1. **Catch basin east side of the driveway of 2323 Firestone Boulevard, east of Calden Avenue** – investigate cause of issue and provide a recommendation to mitigate the issue, including but not limited to removing and relocating the catch basin. These improvements may require modifications to the existing culvert underneath the driveway of 2323 Firestone Boulevard.
2. **Box culvert crossing Firestone Boulevard at Victoria Avenue** – provide design to remove existing box culvert and construct storm drain pipes of equivalent hydraulic capacity. This design will modify the alignment of the existing box culvert and the tie-in location at the existing LACFCD storm drain on Victoria Avenue. The tie-in location is subject to approval from LACFCD.
3. **Bus Turnout on south-west corner of Firestone Boulevard at California Avenue** – provide construction plans for a bus turnout on the south-west corner of Firestone Boulevard at California Avenue. An 11-foot traffic lane will be added to serve as a bus turnout. The sidewalk will be narrowed and will be shifted southerly.
4. **Repair Sidewalk, Curb, and Gutter** – provide construction plans for replacing broken sidewalk, curb, and gutter at locations specified by the City. The City has performed a site investigation and

provided exhibits which identify the locations of repair. These exhibits are included in the Appendix. A site investigation is excluded from this task but can be performed as an optional task.

5. **Traffic Signal Modification Plan for California Avenue** – provide plans to modify traffic signals on California Avenue at Firestone Boulevard to accommodate for the traffic operations of the proposed bus turnout.
6. **Striping and Lighting** – provide striping and lighting plans to replace or install striping and streetlights at locations specified by the City. These locations are shown in the exhibits provided by the City and are include in the Appendix.
7. **Landscape** – prepare landscape construction plans to install new trees and bus shelters at locations specified by the City. These locations are shown in the exhibits provided by the City and are include in the Appendix.

A construction permit from LA County Flood Control District will be required. It is assumed that the City will submit all necessary documents to LACFCD for review and approval of plans prior to advertising the project for bids.

SCOPE OF WORK

Project Management

Upon receipt of the Notice-to-Proceed, a project kick-off meeting will be conducted to meet with City staff and concur on project goals, timeline, and scope of work. Each aspect of the project will be discussed, including design criteria, utility coordination, traffic control, environmental clearance, plans and specifications preparation, cost estimates, submittal reviews, and any anticipated construction issues.

Willdan will obtain any necessary or updated supporting documentation such as utility contacts, atlas maps and record drawings, and current/changed boilerplate specification documents from the City.

Throughout the duration of the project, Willdan will coordinate the work of our staff and monitor progress against the schedule and implement necessary measures to correct schedule slippage or budget overrun.

One additional meeting will follow submittal of the preliminary 50% design submittal. At that time, the project team will receive direction from the City for final design implementation.



Project Management Deliverable(s)

- Meeting attendance rosters and notes
- Detailed project schedule
- Telephone logs

Base Plan Preparation

The City will furnish Willdan with copies of any available improvement plans, aerial photogrammetric survey, and utility mapping within the project limits, including street, storm drain, culvert, sewer, any existing survey and aerials, and other data necessary to support the base mapping within the project limits. A topographic survey will be required to design the storm drain facilities. The survey will be limited to the areas surrounding the catch basin near Calden Avenue and the box culvert near Victoria Avenue. A topographic survey will also be required on the south side of Firestone Boulevard near California Avenue to confirm the existing grades of the street and sidewalk. We will merge line work from recent projects and new survey to create a current topo of existing condition.

From the base plan and field review data, we will prepare construction plans. Willdan will prepare a plan and profile view of the proposed storm drain improvements at a scale no greater than 1" = 20' horizontal for the storm drain segments. The plans will be prepared electronically in AutoCAD 2020 digital format or equal.



Base Plan Preparation Deliverable(s)

- Base plan using record drawings and aerial imagery

Utility Notice and Coordination

Willdan's experienced Utility Coordinator will work with the City with respect to the City's utilities, as well as with outside utility service providers. This results in timely communications and decreases the time that



may be required to obtain information from the utilities. Identifying and avoiding utility conflicts during our design will minimize the potential for costly delays during construction. During the initial information gathering task of this project, Willdan will submit utility request notices to each of the locally identified serving utility providers. Willdan will obtain an updated list of utility companies to use for this purpose. Upon receipt of the plans, Willdan will develop a digital master file depicting the location of known utilities within the project limits. This file will be referenced into the base plans used in the development of the preliminary and final design documents.

Follow-up correspondence and coordination with utilities will be ongoing and will be incorporated into our design at all stages. A second utility notice will be sent out at the 90 percent design milestone with an 11-inch by 17-inch set of the plan sheet layouts showing the utility base plan to ensure confidence in the location of all utilities.

Willdan will be responsible for:

- Notify and coordinate with the utility agencies regarding the project-related modification of their facilities. Determine special requirements for utility facilities, including protection, right-of-way, and construction methods within the vicinity of the utility.
- Provide a second utility notification letter (prepare to relocate) and a third utility notification letter (notice to relocate), along with the 100 percent submittal PS&E for any utilities that are required to relocate.
- Submit a preliminary and final set of plans to each utility company that identifies the location of the utility, and any conflict area clouded to show the utility companies the areas that conflict.
- Verify that the project's final design is compatible with known utilities in the project area to be installed, relocated, adjusted, or otherwise modified, including adding utility relocation windows into the City's construction schedule if necessary.

☒ Utility Notice and Coordination Deliverable(s)

- Copies of transmittals, submittals, and letters sent to utilities and agencies
- Summary of utility coordination status upon delivery of final construction contract documents

Plans, Specifications, and Engineer's Cost Estimate

Willdan will prepare engineering plans, technical specifications, and engineers estimate of construction costs for the catch basin and storm drain improvement project. Plans will be prepared on 22-inch by 34-inch layout and submitted half size on bond at the 50-percent, 90-percent and on both half- and full-size bond at 100-percent submittal for the City's review and comment. Final approved drawings will be wet stamped and signed by the engineer of record.

Storm Drain Construction Plans. The storm drain construction plans will include 20 scale plan views with 1"=4' vertical scale profile for storm drain improvements. The plan set will also contain location maps, general and construction notes, and details sufficient to support successful bid and construction of the improvements.

Pavement reconstruction plans, as required by the construction methods, will include 40 scale plan views (double pane).

The project plans will be prepared in AutoCAD 2020 on the City's standard title block. Drafting of the plans will be performed in accordance with City drafting standards, format, and conventions. An appropriate horizontal and scale (e.g., horizontal 1" = 20') will be used to clearly convey the design. The City will provide City standard plans, drafting standards (layers, colors, text properties, pen-tables, etc.), title and base sheet, and sample plans – if available. If these items are not available, Willdan will provide examples for City approval at the kick-off meeting. Willdan will identify and/or develop standard details as necessary for inclusion into the project plans to delineate construction of the improvements.

Willdan will incorporate identified utility features and locations provided by the serving utilities on the respective street improvement plans. The plans will also include any utilities that are to be constructed within the respective street segment areas, as well as those to be relocated by others, where applicable.



Traffic Control Plans Option. Street construction and resurfacing projects typically require traffic control plans (TCP) to be furnished by the contractor as part of the construction contract. The City maintains control over the traffic handling through appropriate specifications in the contract documents and requiring TCP approval by City Staff. This approach provides the most economical product and also allows the traffic handling to be adapted with specificity for the final order of work that the contractor will implement. However, if the City would like to include engineered TCP in the bid set for particular areas of concern, Willdan will prepare them for additional compensation.

Specifications. Willdan will prepare the project's technical specifications required for the bidding and construction of the proposed catch basin and storm drain improvements, complete and ready for bidding purposes using the latest edition of the Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction. Willdan's specifications will support the selected construction strategies. Willdan will be responsible for compiling project technical specifications that are complete and ready for bidding purposes and that are signed by a civil engineer registered in the State of California. A full set of technical specifications will be provided at 90 and 100 percent design levels. Willdan will address traffic control requirements in the contract documents and specifications to construct the improvements.

It is assumed that the City shall complete the front end specifications, including notice to contractors, proposal, agreement, and general provisions.

Engineer's Cost Estimate. Willdan will prepare a detailed engineer's estimate of probable costs in Microsoft Excel spreadsheet format. The items will be arranged in chronological order of construction and will identify the bid items to be included in the contractors' bid forms. The estimate will be based upon recent bid prices for similar projects. Backup quantity calculations will be provided showing detailed computations for accuracy of the quantities upon request. The engineer's construction cost estimate will be based on plan sheet quantities and will be furnished at 90-percent, and final 100-percent design milestones.

Constructability Review. Between the 90- and 100-percent design submittals, Willdan will provide a constructability review as part of the design process. This review is a standard quality control measure used by Willdan to help limit contract change orders and potential claims against this project.

Plans, Specifications and Engineer's Cost Estimate Deliverable

- One PDF set and three half-size sets of plans at 50-percent design completion
- One MS Word file and three hard copies of complete specifications at 90- and 100-percent design completion
- One PDF set, one full-size and three half-size sets of plans at 90- and 100-percent design completion
- One Excel file and three hard copies of estimated quantities and engineer's estimate of probable costs at 90- and 100-percent design completion

Bidding Assistance

During the bidding process, Willdan will be on call to provide analysis and interpretation of the drawings and specifications. When requested to do so, Willdan will prepare and issue addenda to address concerns of potential bidders. If a pre-bid conference is necessary, Willdan will be present to answer questions from prospective bidders.

Utility Potholing (OPTIONAL TASK)

Willdan will obtain pothole information for potential utility conflicts with design and construction. Considering that the pipe will have a similar alignment to the existing pipe, we do not anticipate utility conflict. However, we have an allowance to for two (2) potholes to be performed by a sub-consultant. The actual cost will be provided to the City prior to scheduling the potholes.

It is assumed that the City will issue a no fee encroachment permit for potholing within the City limits.

Site Visit (OPTIONAL TASK)

The City has identified locations of repair for sidewalk, curb, gutter, streetlights, striping, trees, and bus shelters as shown in the Appendix. If the City requests to include additional sidewalk that is not shown on the exhibits provided by the City, then a site visit will be required. It is our understanding that the City will



perform the site visit and provide an exhibit identifying new locations of repair. The City may request Willdan to conduct the site visit for the specified fee.

LACFCD Coordination (OPTIONAL TASK)

It is understood that a construction permit will be required to construct storm drain connections to the existing Los Angeles County Flood Control District (LACFCD) facilities. Willdan will coordinate with LACFCD during the plan check and approval process. The cost for plan check and permit fees are excluded for this design fee. The City will be responsible for all plan check and permit fees due to LACFCD.

Engineering During Construction (OPTIONAL TASK)

During the construction period, Willdan will be on call to provide analysis and interpretation of the drawings and specifications. Willdan will review and respond to material submittals for compliance with the contract. If required, Willdan will assist the City's contractor with site meetings (assumed two meetings).

PROJECT SCHEDULE

It is understood that time is of the essence on this contract, as the City intends to advertise construction bids for the construction soon. Willdan's proposed project schedule for completing the above scope of work for all street segments identified in the projects list is provided herein.

Deliverable	Date
NTP (Assumed)	7/06/2021
Kick-off Meeting	7/08/2021
Draft Preliminary Plans (50-percent design submittal)	8/12/2021
Review and Comment by City	8/19/2021
90-Percent Plans, Specifications and Estimates (draft PS&E)	9/02/2021
Review and Comment by City and LACFCD	9/30/2021
100-Percent Signed Plans, Specifications and Estimates (final PS&E)	10/21/2021

Assumptions

1. City will submit plans to LA County Flood Control District and will be responsible for all communications and coordination with LA County Flood Control District.
 - i. We have included the fee for permit coordination as an optional task, if the City chooses to use Willdan's services.
2. The sidewalk repair locations have already been identified by the City and Willdan will prepare plans for the locations provided by the City.
 - i. We have included a fee to provide site assessment as an optional task, if the City chooses to use Willdan's services
3. Existing drainage boundaries will not be change.

Exclusions

1. CEQA Categorical exemption form.
2. Coordination with LA County Flood Control District.
3. Coordination with East Los Angeles College (ELAC) and South Gate High School.
4. Traffic control plans.
5. Hydrology calculations and report.



FEE PROPOSAL

Our proposed not to exceed fees for the above scope of services are as follows:

Task 1 – Project Management	\$ 3,286.00
Task 2 – Topographic Survey	\$ 8,312.00
Task 3 – Research, Design, Utility Coordination	\$ 62,328.00
Task 4– Bid Assistance (RFI and RFC responses – Assume 4 total)	\$ 1,656.00
Total Fee	\$ 75,582.00

Optional Task

Task 5 – Utility Potholing (Assume 2 Potholes)	\$ 4,000.00
Task 6 – Site Visit for Sidewalk Repairs	\$ 3,456.00
Task 7 – LACFCD Permit Coordination	\$ 4,932.00
Task 8 – Engineering During Construction (RFI and RFC responses – Assume 6 total)	\$ 4,313.00
Total Optional Task Fee	\$ 16,700.00

We appreciate the opportunities that the City has provided us, and we look forward to working together to provide professional engineering services for the design of storm drains, street, sidewalk, striping, and landscape improvements on selected locations on Firestone Boulevard. If you have questions or require additional information, please do not hesitate to contact me at (562) 368-4848 or vmunoz@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING



Vanessa Muñoz, PE, TE, PTOE
Vice President/Director of Engineering

Approval and Authorization to Proceed By:

CITY OF SOUTH GATE

Signature

Date

910005/WW.00.60/P21-250_22183



APPENDIX A

1. New Improvements – The Blvd Project Segment A (Prepared and provided by the City)
2. New Improvements – The Blvd Project Segment B (Prepared and provided by the City)
3. Attachment A – Segment A Improvements (Prepared and provided by the City)
4. Attachment B – Segment B Improvements (Prepared and provided by the City)



New Improvements - The Blvd Project Segment A (Prepared and provided by the City)

COMPREHENSIVE. INNOVATIVE. TRUSTED.



New Improvements - The Blvd Project Segment B (Prepared and provided by the City)

COMPREHENSIVE. INNOVATIVE. TRUSTED.



**Attachment A – Segment A Improvements
(Prepared and provided by the City)**



**Attachment B – Segment B Improvements
(Prepared and provided by the City)**



CITY OF SOUTH GATE
PROPOSED HOURS AND FEE SCHEDULE - FIRESTONE BOULEVARD STORM DRAIN, LANDSCAPE, AND LIGHTING IMPROVEMENTS

7/6/2021

WILLDAN ENGINEERING													QC	PM	Asst. Engineer III	Designer II	Asst. Engineer I	Senior Design Manager (Traffic and Lighting)	Senior Landscape Architect	Surveyor	Utility Coordr	Admin Clerical	Direct Expenses	Total Hours	Total Fee			
Rate:													\$198	\$198	\$144	\$150	\$121	\$176	\$159	\$164	\$147	\$79						
SUMMARY TASK													HOURS												(\$)			
PRELIMINARY TASKS																												
Kick-off Meeting														4											4	\$792		
Site Visit														8											8	\$1,584		
Record Dwg Research																	2								2	\$242		
Preliminary Tasks Subtotal													0	12		0	2	0	0	0	0	0	\$0	14	\$2,618			
ENVIRONMENTAL COMPLIANCE																												
Environmental Clearance - CEQA																												
Notice of Categorical Exemption																										\$0		
Environmental Compliance Subtotal													0	0	0	0	0	0	0	0	0	0	\$0	0	\$0			
DESIGN ENGINEERING																												
*Project Management																												
Project Coordination														8											8	\$1,584		
Meetings/Conference Calls (2)														4											4	\$792		
50% Plans Submittal														1								1			2	\$277		
90% PSE Submittal														1								1			2	\$277		
100 % PSE Submittal														1								2			3	\$356		
Subtotal													0	15	0	0	0	0	0	0	0	4	\$0	19	\$3,286			
Survey and Base Plan Preparation																												
Field Survey																				8			\$7,000	8	\$8,312			
Base Plan Prep (from Record Dwgs/Merge Existing Cad Files)																	40								40	\$4,840		
Subtotal													0	0	0	0	40	0	0	8	0	0	\$ 7,000.00	48	\$ 13,152.00			
Utility Notice and Coordination																												
Utility Research and Coordination																					4				4	\$588		
Utility Notices (up to 3 notices per agency)																					6		\$500		6	\$1,382		
Subtotal													0	0	0	0	0	0	0	0	10	0	\$500	10	\$1,970			
Preliminary Plans (50%)																												
Utilities																	2								2	\$242		
Storm Drain Design														2	6	10									18	\$2,760		
Storm Drain Plan Preparation													2	2	30		8								42	\$6,080		
Bus Pull Out (California Ave) and Sidewalk																20									20	\$3,000		
Striping and Lighting													1		20										21	\$3,078		
Traffic Signal Modification Plan at California Ave															8										8	\$1,152		
Landscape													1						32		2				35	\$5,444		
Subtotal													4	4	64	30	10	0	32	0	0	2	\$0	146	\$21,756			
Plans Preparation (90% and 100%)																												
Title Sheet/Key Map (1 sheet)														2			4								6	\$880		
Storm Drain Plan Sheets (2 sheets)													4	2	18		12								36	\$5,232		
Bus Pull Out (California Ave) and Sidewalk																16									16	\$2,400		
Striping and Lighting															12			6							18	\$2,784		
Traffic Signal Modification Plan at California Ave															16			8							24	\$3,712		
Landscape																			16						16	\$2,544		
General Notes, Legend/Construction Detail Sheets (1 sheet)														2			12		16						14	\$1,848		
Subtotal													4	6	46	16	28	14	16	0	0	0	\$0	130	\$19,400			
Complete Specifications																												
90% Specifications													2	4	16				8			2			32	\$4,922		
100% Specifications													2	2	12			8	4			2			30	\$4,722		

7/6/2021

CITY OF SOUTH GATE
PROPOSED HOURS AND FEE SCHEDULE - FIRESTONE BOULEVARD STORM DRAIN, LANDSCAPE, AND LIGHTING IMPROVEMENTS

7/6/2021

WILLDAN ENGINEERING													
	QC	PM	Asst. Engineer III	Designer II	Asst. Engineer I	Senior Design Manager (Traffic and Lighting)	Senior Landscape Architect	Surveyor	Utility Coordr	Admin Clerical	Direct Expenses	Total Hours	Total Fee
Rate:	\$198	\$198	\$144	\$160	\$121	\$176	\$169	\$164	\$147	\$79			(\$)
SUMMARY TASK													
	HOURS												
Subtotal	4	6	28	0	0	6	12	0	0	4	\$0	62	\$9,644
Engineer's Cost Estimate													
90% Estimate			4	2	4							10	\$1,360
100% Estimate			1	2	2							5	\$740
Subtotal	0	1	4	4	6	0	0	0	0	0	\$0	15	\$2,100
Design Engineering Subtotal	12	32	142	60	84	22	60	8	10	10	\$7,600	430	\$71,308
Bid Assistance		4	6										\$1,656
Base Total	12	48	148	60	88	22	60	8	10	10	\$7,600	444	\$75,582
OPTIONAL TASK													
Potholes													
Potholes Subtotal											\$4,000		\$4,000
Site Visit													
Site Visit for Sidewalk Repairs			24									24	\$3,456
Subtotal	0	0	24	0	0	0	0	0	0	0	\$ -	24	\$3,456
LACFCD Coordination													
Submit Application and Coordination		6	26									32	\$4,932
Subtotal	0	6	26	0	0	0	0	0	0	0	\$ -	32	\$4,932
Engineering During Construction													
Engineering During Construction		8	10	2		2	4					26	\$4,312
Eng During Const Subtotal	0	8	10	2	0	2	4	0	0	0	\$0	26	\$4,312
Optional Task Subtotal	0	14	60	2	0	2	4	0	0	0	0	26	\$4,312
Fee Total All Scoped Services	\$2,376	\$12,276	\$29,952	\$7,800	\$10,406	\$4,224	\$10,176	\$1,312	\$1,470	\$790	\$7,500	\$0	\$92,282

7/6/2021

Amendment No. 4
to Contract No. 3081

**AMENDMENT NO. 4
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH WILLDAN ENGINEERING**

THIS AMENDMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING, ("Amendment No. 4"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF SOUTH GATE ("CITY"), on the one hand, and WILLDAN ENGINEERING ("ENGINEER").

RECITALS:

WHEREAS, CITY and ENGINEER have previously executed that certain *Agreement for Professional Services* (Contract No. 3068) dated December 16, 2014 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$847,813; and

WHEREAS, City and ENGINEER have previously executed Amendment No. 1 to Contract No. 3081 dated November 22, 2016 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$156,692; and

WHEREAS, City and ENGINEER have previously executed Amendment No. 2 to Contract No. 3081 dated July 25, 2017 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$246,000; and

WHEREAS, City and ENGINEER have previously executed Amendment No. 3 to Contract No. 3081 dated February 13, 2018 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$42,820; and

WHEREAS, CITY desires to expand the scope of work as shown on the ENGINEER's proposal being attached here as part of this Amendment No. 4 (Exhibit A); and

WHEREAS, ENGINEER had submitted a cost estimate as part of its proposal (Exhibit A); and

WHEREAS, CITY and ENGINEER desire to cover said additional Professional Services for an amount not to exceed \$87,479 under the terms and conditions of the Agreement and Amendment No. 4 to said Agreement; and

WHEREAS, CITY and ENGINEER desire to remove artwork from the scope of work for a credit amount of (\$210,503); and

WHEREAS, CITY and ENGINEER desire to execute Amendment No. 4 covering said additional Professional Services and removing artwork from the scope of work for the net credit amount of (\$123,007);

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY ENGINEER.

- a. ENGINEER shall expand its scope of work, fees and services to CITY as shown in its proposal (Exhibit A). Said scope of work and fee proposal is made part of this Amendment No. 4.

2. 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. CITY reserves the right to augment or reduce the scope of work as CITY deems necessary.

[Remainder of page left blank intentionally]

3. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 4 shall become effective as of the date set forth below on which the last of the parties, whether CITY or ENGINEER, executes this Amendment No. 4.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed and attested by their respective officers hereunto duly authorized.

"CITY"
CITY OF SOUTH GATE



Maria Belén Bernal, Mayor


Dated: 12/12/18

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

"ENGINEER"
WILLDAN ENGINEERING

By: Will Payett

Dated: 12/21/18



November 28, 2018

Mr. Arturo Cervantes, P.E.
Public Works Director/City Engineer
City of South Gate
8650 California Ave
South Gate, California 90280-3075

SUBJECT: Firestone Boulevard Capacity Enhancement change order for additional design engineering services. (Revised_v03)

Dear Mr. Cervantes:

Willdan Engineering (Willdan) is pleased to submit this proposal for tasks related to Firestone Boulevard Capacity Enhancement Project.

For your consideration, Willdan Engineering has prepared the following summary of extra tasks requested by the City in conjunction with the Firestone Boulevard Capacity Enhancement project. These tasks as requested by the City, have been completed or have begun in a good faith effort to accommodate the construction schedule. We appreciate the opportunity to submit our proposal and look forward to discussing the enclosed information with you.

Per the City's request, Willdan completed the following tasks:

1. Design 4 additional bus turnouts,
2. Extension to bus turnout at South Gate High School,
3. Prepare TCE, easement layouts and plats,
4. Traffic Signals, CCTV and IP Cameras coordination and plan revisions,
5. Design median at Calden Ave.

Design Change #2 and Design Change #3 – Bus Turnouts

The City requested the design of four (4) additional bus turnouts along Firestone Boulevard from their original change order request of five (5) bus turnouts for a total of nine (9) bus turnouts. Design change 2 included the design bus turnout #2 (340' west of Santa Fe Avenue), bus turnout 3 (westbound, east of Long Beach Boulevard) and bus turnout #4 (westbound between Garden View Avenue and South Gate Avenue). Willdan created two(2) new sheets for the design of the bus turnouts: D-3 and D-4. Willdan revised nine (9) impacted civil, traffic and landscapes sheet: C-1 through C-3, SL-2 through SL-4, LC-1 through LC-2, and E-3.

Design change #3 included the design bus turnout 1 (eastbound, west of Calden Avenue), bus turnout #5 (westbound, west of Elizabeth Avenue), bus turnout #6 (eastbound, east of Elizabeth Avenue, bus turnout #8 (eastbound, east of San Juan Avenue) and bus turnout #9 (eastbound, east of Hunt. Willdan created two (2) new for these bus turnouts: D-5 and D-6. Willdan revised sixteen (16) impacted civil, traffic and landscapes sheet: C-1, C-3 through C-7, SL-2, SL-5 through SL-8, LC-1 through LC-5.

Bus turnout #7 (eastbound, east of Virginia) was issued as part of design change #4.

Willdan prepared right-of-way exhibits for bus turnout #2 (340' west of Santa Fe Ave) and bus turnout #5 (west of Elizabeth Ave). The alignment for bus turnout #5, located at South Gate High School, was revised three times. Per the City's request, the width of the turnout was widened to 12 feet. After the completed design, Willdan extended the length of the turnout per the City's request. The previous change order had estimated only one Legal Description and plat at Dearborn Right turn pocket.

Willdan provided additional legal descriptions and plats as shown below:

1. Right turn lane at Dearborn TCE
2. SGHS drop of lane Easement
3. SGHS drop of lane TCE
4. ELAC wall/sidewalk widening Easement
5. ELAC wall/sidewalk widening TCE

Construction support for the four additional bus turnouts is included in this task. The fee for design change #2 and design change #3 only includes four bus turnouts since five were compensated for under the change order from January 2018.

Design Change #3L- Emergency Vehicle Opening at Rayo Avenue

Willdan revised the approved plans to modify the location of the median opening for emergency vehicles. This task required a revision to the approved civil plans and the approved landscape plans. During construction, Willdan met with Police Department Chief and City's Director of Public works. The rationale for the locations selected for the emergency openings were discussed. City's Police Department requested the median opening for an emergency vehicle within Rayo Ave and Firestone Place (Segment C) be relocated easterly. Willdan prepared a conceptual exhibit and revised the plans

Design Change #4 - Bus Turnout Extension, Right Turn Pockets

This request includes changes to design per City's request in extending Dearborn Right turn pocket, modifications to the Right turn pocket transition at California Ave, and extending the bus turnout on the frontage of 2742 Firestone Blvd.

Per the City's conceptual layout, Willdan designed the right turn pocket at California and protected the driveway at 3480 Firestone Blvd, South Gate, CA 90280. When the City changed the partial bus pullout at California Ave to a full bus pullout, the City requested Willdan to re-designed the right turn pockets at California Avenue. Willdan provided a second design to incorporate a wider and longer bus turnout. This request required a design change of the right turn pocket and re-grading the Taco Bell driveway with consideration to ADA compliance.

At Dearborn Avenue, per the City's request, Willdan's original design included a bulb-out on the north-east corner of the intersection. City revised the layout and Willdan provided a revised design to extend the right turn pocket and remove the bulb-out from the design. This required a design change in grading, curb ramp design, and striping. Willdan had to revise the Legal Descriptions and Plats for the easement and TCE for this change.



Willdan extended the existing bus turnout in front of Willow Elementary School to the frontage of 2742 Firestone Blvd, per the City's request. Willdan included the installation of sewer laterals as part of this design. Sheet D-7 was created for this design change.

Design Change #5 – Median at Calden Avenue

Willdan coordinated with KOA to redesign the medians to the east and west of Calden Avenue. The design change accommodates the revised striping plan required for the ELAC traffic signal. The plan check of the KOA plans was done under existing on-call contract and is not included in this task.

Design Change #6A – Street Light Removals

Remove three street lights due to the design of the new ELAC traffic signal and adjacent driveway at Calden Avenue.

Design Change #7 – Extension of South Gate Bus High School Turnout

City requested to extend the bus turnout at South Gate High School by 100 feet after the completion and approval of the original design. The extension required consideration for the relocation of the existing parkway drain on the western portion of the turnout. Willdan revised the legal description and plat for this extension.

Design Change #8– Design of Curb Ramps at Garden View Ave and Victoria Ave

Design of curb ramps at all four corners of Garden View Ave and Firestone Blvd Intersection and southerly corners of Victoria Ave and Firestone Blvd Intersection are in conflict with existing storm drain structures. During the preliminary design, Willdan was instructed to leave the culverts in place and Willdan prepared design exception forms for non-compliant curb ramps at these 6 locations and submitted to the City. During construction, the City requested the culverts be removed and curb ramps removed and reconstructed.

Willdan will complete the design of ADA compliant curb ramps at the Garden View Avenue and Victoria Avenue. The ramps will be designed with consideration to the existing box culverts that conflict with construction. As part of this task, Willdan will design the relocation of the catch basin in front of South Gate High School. Additional field survey was conducted to complete the ramp design.

Design Change #9 – Traffic Signals, CCTV and IP Cameras, Design of Acceleration Lane for Westbound Firestone Blvd

Willdan added plans for CCTV and IP cameras at seven (7) signalized intersections, as well as, three (3) additional intersections outside the project corridor. The signal plans were also modified to reflect revised pedestrian push button, battery backup systems, future fiber optic connections to the controller cabinet and new service cabinet at Santa Fe Ave. Effort also included conference calls and coordination with South Gate Police Department and City staff.

Willdan will complete the design of an acceleration lane from southbound Santa Fe Ave to westbound Firestone Blvd. Modify signing and striping plans to accommodate new traffic pattern.



Conceptual Design - Decorative Median Fence

Willdan prepared conceptual layout and a preliminary estimate for a decorative fence within the limits of raised median on Firestone Blvd between Otis Street and San Miguel Ave.

Per City's request Willdan prepared final plans for construction, Willdan designed and prepare construction plans for the decorative median fence along the center median. The design will also include appropriate "No Pedestrian Crossing" signage.

Conceptual Design of Student Drop Off Area on Dearborn Avenue

Willdan completed a conceptual layout of the Dearborn Avenue student drop off area to replace the area once used on Firestone Blvd for City's approval.

Once the concept is approved, if the City chooses, Willdan will conduct site visit and prepare a signing and striping design plan of the drop off area (*Included as an optional task*).



Fee

Design Change 2 and 3 – 4 Bus Turnouts Design of City requested bus turnouts.	\$29,973
Design Change 3L - Emergency Vehicle Opening at Rayo Avenue Modify location of median opening for emergency vehicles.	\$1,156
Design Change 4 - Right Turn Pockets Design right turn pockets at Dearborn Avenue and at California Avenue.	\$16,516
Design Change 5 - Median at Calden Avenue Design change of medians based on KOA traffic and striping plans.	\$5,910
Task 6A - Street Lights Removals Street lighting was removed due to ELAC traffic signal.	\$570
Design Change 7 - Extension of South Gate Bus Turnout Extend design of bus turnout by 100 feet.	\$3,990
Design Change 8 - Design of Curb Ramps at Garden View Ave and Victoria Ave Design curb ramps for ADA compliance.	\$5,458
Design Change 9 - Traffic Signals, CCTV and IP Cameras	\$16,578
Conceptual Design of Student Drop Off Area on Dearborn Ave.	\$500
Conceptual layout for decorative fence between Otis Street and San Miguel Ave	\$400
Design of decorative fence between Otis Street and San Miguel Ave	\$696
Engineering Support during Construction, including plan revisions for reduced scope based on Contractor's prices.	\$1,944
Optional Task - Design and prepare striping plan for Dearborn Student Drop off	\$1,578
Optional Task – Revise plans to eliminate CCTV Camera and conduits, address Mr. Loera's comments, provide revised phase diagram.	\$2,227
<u>CREDIT</u> – Termination of design services for Public Art Sculptures at Gateway Locations. Contract Value - \$46,000 Payment made to Date - \$14,597 Outstanding Payment - \$20,900	(\$10,503)
<u>CREDIT</u> - Termination of Services for Fabrication, Delivery and Installation of 6 Art Sculptures	(\$200,000)

We are requesting your approval of these extra task. We look forward to continuing to work with the City of South Gate. If you have any questions, please contact Tyrone Peter at (714) 393-1963 or tpeter@willdan.com or me at (562) 368-4848 or vmunoz@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING



Vanessa Muñoz, PE, TE, PTOE
Director of Engineering

Amendment No. 3
to Contract No. 3081

**AMENDMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH WILLDAN ENGINEERING**

THIS AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING, ("Amendment No. 3"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF SOUTH GATE ("CITY"), on the one hand, and WILLDAN ENGINEERING ("ENGINEER").

RECITALS:

WHEREAS, CITY and ENGINEER have previously executed that certain *Agreement for Professional Services* (Contract No. 3068) dated December 16, 2014 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$847,813; and

WHEREAS, City and ENGINEER have previously executed Amendment No. 1 to Contract No. 3081 dated November 22, 2016 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$156,692; and

WHEREAS, City and ENGINEER have previously executed Amendment No. 2 to Contract No. 3081 dated July 25, 2017 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$246,000; and

WHEREAS, CITY desires to expand the scope of work as shown on the ENGINEER's proposal being attached here as part of this Amendment No. 3 (Exhibit A); and

WHEREAS, ENGINEER had submitted a cost estimate as part of its proposal (Exhibit A); and

WHEREAS, CITY and ENGINEER desire to execute Amendment No. 3 covering said additional Professional Services for an amount not to exceed \$42,820 under the terms and conditions of the Agreement and Amendment No. 3 to said Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY ENGINEER.**
 - a. ENGINEER shall expand its scope of work, fees and services to CITY as shown in its proposal (Exhibit A). Said scope of work and fee proposal is made part of this Amendment No. 3.

2. **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. CITY reserves the right to augment or reduce the scope of work as CITY deems necessary.

3. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 3 shall become effective as of the date set forth below on which the last of the parties, whether CITY or ENGINEER, executes this Amendment No. 3.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers hereunto duly authorized.

"CITY"
CITY OF SOUTH GATE



Maria Davila, Mayor

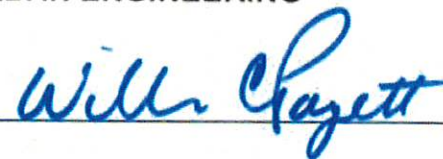
Dated: 02/13/18

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

"ENGINEER"
WILLDAN ENGINEERING

By: 

Dated: 3/7/18

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney



2401 East Katella Avenue, Suite 450
Anaheim, California 92806
714/978-8200 fax 714/978-8299
www.willdan.com

January 31, 2018 (Revised)

Mr. Arturo Cervantes, P.E.
Public Works Director / City Engineer
City of South Gate
8650 California Avenue
South Gate, California 90280-3075

SUBJECT: Firestone Boulevard Capacity Enhancement change order for additional design services to create Right Turn and Bus Pockets

Dear Mr. Cervantes:

Willdan Engineering (Willdan) is pleased to submit this proposal to design two right-turn lane pockets and 5 bus pullouts as part of the Firestone Boulevard Capacity Enhancement Project.

For your consideration, Willdan Engineering has prepared the following summary of extra tasks requested by the City.

Project Description

The City desires to add two (2) right-turn pockets and Five (5) bus pullouts to the Scope of Services for the Firestone Boulevard Capacity Enhancement project. City has provided conceptual layouts for the right turn pockets on Firestone Blvd at California Avenue and Dearborn Avenue. The right turn pockets are expected to be 75' long with a 60' taper.

The City also desires to modify some of the on-street bus stops to bus pull outs. There are 20 bus stops within the project limits and Willdan will identify 5 locations to be modified.

Right-turn Pockets

Descriptions of the two-proposed right-turn pocket locations are as follows:

Eastbound Firestone Blvd at Dearborn Ave: this location is directly in front of the Firestone Station Post Office. There is approximately 12 feet from the edge-of-curb to the right-of-way limit. Construction impacts: sidewalk, ADA curb ramp and accessible path, street light pole, USPS mailbox, tree, sign (*No Trucks Over 3 Tons*).

Westbound Firestone Blvd at California Ave.: there is approximately 15 feet from the edge-of-curb to the right-of-way limit. Construction impacts: 2 traffic signal poles, 1 catch basin, 1 street light pole, one red-light camera pole, sidewalk, ADA curb ramp and accessible path, landscaping, advertisement kiosks

Bus Pullouts

Eighteen (18) feet from edge-of-curb to right-of-way limit is needed for a full-width bus pullout, including space for benches and/or bus shelters. At most bus stop locations in the project corridor, 18 feet of width is not available, and acquisition of additional rights-of-way is not feasible. Willdan will do due diligence to comply with the funding requirement but due to ROW constraints, full pullouts will not be possible.

Our initial assessment of the existing twenty (20) bus stop locations within the project limits are as follows:

Westbound Firestone Blvd. approximately 150 ft. east of Alameda St.: there is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, two street light poles, fire hydrant, tree, bus shelter and bus stop sign location, advertisement kiosk, street furniture (bench and trash can).

Southwest corner of Firestone Blvd and Calden Ave.: there is approximately 14 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, ADA curb ramp, catch basin, parkway culvert, two trees, fire hydrant, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk, newspaper vending machine, possible interference with utility vaults.

Northwest corner of Firestone Blvd and Santa Fe Ave.: the existing bus stop is located between the intersection corner and a driveway approximately 60 feet west of the intersection. There is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, ADA curb ramp, catch basin, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk, possible interference with utility vault.

Southwest corner of Firestone Blvd and Santa Fe Ave.: the existing bus stop is located between the intersection corner and a driveway approximately 145 feet west of the intersection. There is approximately 14 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, ADA curb ramp, traffic signal pole, catch basin, street light pole, bus shelter and bus stop sign location, street furniture (2 benches and trash can), possible interference with utility vaults.

Northeast corner of Firestone Blvd and Long Beach Blvd.: there is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, ADA curb ramp, catch basin, traffic signal pole, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk.

Eastbound Firestone Blvd 90 feet east Long Beach Blvd.: this bus stop is located between two driveways serving a gas station. There is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, ADA

curb ramp, traffic signal pole, street light pole, bus shelter and bus stop sign location, street furniture (bench and trash can), newspaper vending machines, pay telephone.

Northeast corner of Firestone Blvd and Garden View Ave.: there is approximately 15 feet from edge-of-curb to the right-of-way limit. There is a driveway approximately 100 feet east of Garden View Ave. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, catch basin, street light pole, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk.

Southwest corner of Firestone Blvd and Garden View Ave.: there is approximately 14 feet from edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, catch basin, bus stop sign location, street furniture (bench and trash can), newspaper vending machines.

Northeast corner of Firestone Blvd and State St.: there is approximately 15 feet from edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, street light pole, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk, newspaper vending machines.

Southeast corner of Firestone Blvd and State St.: this bus stop is located between two driveways serving a gas station. There is approximately 14 feet from edge-of-curb to the right-of-way limit. Pullout construction impacts: sidewalk, ADA curb ramp, traffic signal pole, 2 utility cabinets, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk, newspaper vending machines. possible interference with utility vaults.

Westbound Firestone Blvd at Elizabeth Ave. (in front of South Gate High School): there is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk, newspaper vending machine.

Southwest corner of Firestone Blvd and Elizabeth Ave.: there is approximately 14 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, street light pole, bus shelter and bus stop sign location, street furniture (bench and trash can), newspaper vending machine.

Northwest corner of Firestone Blvd and California Ave.: this bus stop is located between two driveways serving an auto repair business. There is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, bus shelter and bus stop sign location, street furniture (bench and trash can).

Southwest corner of Firestone Blvd and California Ave.: there is approximately 14 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, street light pole, bus shelter and bus stop sign location, street furniture (bench and trash can), advertisement kiosk, newspaper vending machines, potential to encroach on a newly constructed bio swale in front of a Taco Bell restaurant, possible interference with utility vaults. Bus stop at this location will be relocated outside the proposed right turn pocket.

Northeast corner of Firestone Blvd and San Juan Ave.: there is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, light pole, catch basin, tree, bus stop sign location, street furniture (bench and trash can), possible interference with utility vaults.

Southeast corner of Firestone Blvd and San Juan Ave.: there is approximately 14 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, two utility cabinets, bus stop shelter and sign location, street furniture (bench and trash can), advertisement kiosk, newspaper vending machines, possible interference with utility vaults.

Westbound Firestone Blvd 100 feet west of Otis St.: there is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, utility cabinet, bus shelter and bus stop sign location, street furniture (bench and trash can), possible interference with utility vaults.

Southeast corner of Firestone Blvd and Otis St.: this bus stop is located between two driveways serving a gas station. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, bus stop sign location, street furniture (bench only).

Eastbound Firestone Blvd approximately 90 feet west of Alexander Ave. there is approximately 13 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, ADA curb ramp, traffic signal pole, bus stop sign location, street furniture (bench and trash can), possible interference with utility vault.

Westbound Firestone Blvd approximately 110 feet east of Rheem Ave.: there is approximately 14 feet from the edge-of-curb to the right-of-way limit. Pullout construction impacts at this location: sidewalk, traffic signal pole, bus stop sign location, street furniture (bench and trash can).

Scope of Work

Willdan will prepare plans for two right turn pockets on Firestone Blvd at southwest corner of California Ave and northeast corner of Dearborn Avenue and five bus stop locations, including the following design elements:

Westbound Firestone Blvd. at California Ave.

- Street Widening
 - Willdan will propose a 11-foot right turn lane
- Curb and Gutter and 10' wide sidewalk
- ADA Curb ramp and continuous accessible path
- Bus Shelter relocation
 - Widening of the street for a right turn pocket will require relocation of the bus shelter. Willdan will propose a new location for the bus shelter and advertisement kiosk just west of the right turn pocket.
- Street furniture relocations
- Impacts to swale within Private property.
 - The existing bio swale at 3480 Firestone Blvd will be impacted by the widening and the construction of a 10-foot sidewalk. Willdan will analyze the impacts and propose modification to existing swale.
- Signal Impact, Streetlights, Signing and Striping
- Willdan will modify currently proposed gateway improvements at this intersection, including landscape, pedestrian lights and Streetlights.
- No storm drain impacts are anticipated and is excluded.

Eastbound Firestone Blvd. at Dearborn Ave.

- Street Widening - Willdan will propose a 11-foot right turn lane
- Curb and Gutter and 10' wide sidewalk
- ADA Curb ramp and continuous accessible path
- Street lights, Signing and Striping
- Existing parkway drain and area drain inlet will be protected in place
- Impacts to existing tree
- Willdan will prepare plats, legal descriptions for easement at APN 6210-022-901, South Gate High School, 4100 Firestone Blvd, South Gate

Bus Pullouts

Willdan will research existing bus stop locations and will proposed 5 locations to be modified to a bus pullout. Willdan will do due diligence to comply with the funding requirement but due to row constraints, full pull outs will not be possible. The improvements at these locations will include,

- Monolithic curb and gutter and sidewalk
- Concrete bus pad
- Impacts to bus shelter locations, street furniture and advertisement kiosk
- Plan revisions including landscape revisions.

Deliverables

Provide Conceptual plan for the bus pullouts, final design plans for two right turn pockets and 5 bus pullout locations, Stamped and signed with a professional engineer (P.E.) designation in the State of California. Revised constructions plans. Specifications and estimates are not included but Willdan will help the City is reviewing contractors cost proposal.

Schedule for Design

Willdan will commence the preliminary research, survey and design upon receipt of Notice to Proceed from the City. The following is an estimated timeframe for the design.

- Kick Off MeetingWeek 1
- Conceptual DesignWeek 2
- City Coordination/ReviewWeek 3
- Final DesignWeek 4 through week 6

City desires to complete the design of Dearborn Ave right turn pocket first to accommodate contractor's construction schedule.

Fee

Task 1 Project Management	\$ 2,590
Task 2 Preliminary Task (Field Survey, Site Visit, Research)	\$ 5,347
Task 3 Utility Coordination	\$ 1,070
Task 4 California Ave -Right Turn (Segment 1) (Widening, Signing & Striping, Signal, ADA, lighting, off site imp., landscape, plan revision, Bus Stop relocation)	\$ 16,417
Task 5 Dearborn Ave -Right Turn (Segment 1) (Widening, Signing & Striping, ADA, lighting, Off-site imp., landscape, plan revision, bulb out) Legal Description and Plat (APN 6210-022-901)	\$ 9,816 \$ 850
Task 6 Bus Pullouts (5 Locations) (Conceptual Layout for 5 bus pull outs, Concrete pad, sidewalk, lighting, landscape, plan revision) <ul style="list-style-type: none"> • Alameda Street to California Avenue (Segment 1)..... • California Avenue to Hunt Avenue (Segment 2)..... 	\$ 2,945 \$ 2,944
Task 7 Construction Engineering Support	\$ 794

*Firestone Boulevard Capacity Enhancement Project
Additional Scope of Work
City of South Gate*

Jan 31, 2018

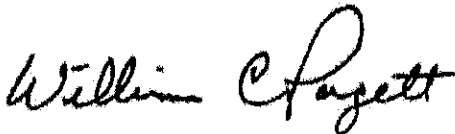
Assumptions and exclusions

- City's design requirements are shown in the attached exhibits
- These proposed improvements will be added to the current City's contract with Griffith Company.
- Willdan does not anticipate any improvement to the storm drain structures. No calculations are expected.
- No environmental documentations are included in this proposed scope.
- Right-of-way and easement related work are excluded. It is assumed that the City will acquire the necessary 8-foot easement directly with the property owners.
- Student drop-off striping and related work on Dearborn and Ardmore are excluded.
- Willdan will complete Dearborn Ave Right turn pocket widening design first and submit for construction.

We are requesting your approval of these extra task. We look forward to continuing to work with the City of South Gate. If you have any questions, please contact Tyrone Peter at (714) 393-1963 or tpeter@willdan.com or me at (562) 619-4424 or bpagett@willdan.com.

Sincerely,

Willdan Engineering



William C. Pagett, PE.
WILLDAN ENGINEERING

Amendment No. 2
to Contract No. 3081

**AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH WILLDAN ENGINEERING**

THIS AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING, ("Amendment No. 1"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF SOUTH GATE ("CITY"), on the one hand, and WILLDAN ENGINEERING ("ENGINEER").

RECITALS:

WHEREAS, CITY and ENGINEER have previously executed that certain *Agreement for Professional Services* (Contract No. 3068) dated December 16, 2014 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$847,813; and

WHEREAS, City and ENGINEER have previously executed Amendment No. 1 to Contract No. 3081 dated November 22, 2016 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$156,692; and

WHEREAS, CITY desires to expand the scope of work as shown on the ENGINEER's proposal being attached here as part of this Amendment No. 2 (Exhibit A); and

WHEREAS, ENGINEER had submitted a cost estimate as part of its proposal (Exhibit A); and

WHEREAS, CITY and ENGINEER desire to execute Amendment No. 2 covering said additional Professional Services for an amount not to exceed \$246,000 under the terms and conditions of the Agreement and Amendment No. 2 to said Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY ENGINEER.**
 - a. ENGINEER shall expand its scope of work, fees and services to CITY as shown in its proposal (Exhibit A). Said scope of work and fee proposal is made part of this Amendment No. 2.
2. **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. CITY reserves the right to augment or reduce the scope of work as CITY deems necessary.

3. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 2 shall become effective as of the date set forth below on which the last of the parties, whether CITY or ENGINEER, executes this Amendment No. 2.

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"
CITY OF SOUTH GATE



Maria Davila, Mayor

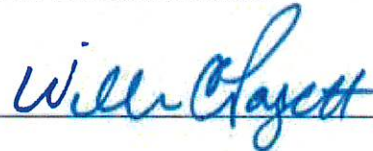
Dated: _____

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

"ENGINEER"
WILLDAN ENGINEERING

By: 

Dated: 8/7/17

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney



2401 East Katella Avenue, Suite 450
Anaheim, California 92806
714/978-8200 fax 714/978-8299
www.willdan.com

June 22, 2017

Mr. Arturo Cervantes, P.E.
Public Works Director / City Engineer
City of South Gate
8650 California Avenue
South Gate, California 90280-3075

SUBJECT: Firestone Boulevard Capacity Enhancement change order for additional design services to create Public Art Sculptures at Gateway Locations.

Dear Mr. Cervantes:

Willdan Engineering (Willdan) is pleased to submit this proposal for designing, fabricating, furnishing and installing six (6) public art sculptures along Firestone Blvd as part of the Firestone Boulevard Capacity Enhancement Project. Willdan and its sub consultant, East Los Streetscapers, will provide the art work related to Firestone Boulevard Capacity Enhancements for **\$246,000**.

For your consideration, Willdan Engineering has prepared the following summary of extra tasks requested by the City.

Project Understanding

The City would like an artist to design six original sculptures to be placed at six specific locations along Firestone Blvd. Willdan has retained the artist services of Wayne Healy (Artist) of East Los Streetscapers. Mr. Healy will provide the sculpture design, which consists of six metal sculptures on a concrete foundation.

It is understood that maximum design measurements for the sculptures are estimated at 10-foot tall by 6-feet wide by 10-foot long. The exact location of the installations to be determined later by the City.

This proposal is for the design and preparation of construction drawings only. Upon the completion and approval by the City, a follow up proposal will be prepared for fabrication and installation.

Note, it is understood that the Artist will fabricate and install directly and/or work with selected vendor(s). Estimated time for fabrication is 17 weeks, and 6 weeks for installation.

Conceptual Design Criteria

The following elements describe the basis for the art design:

- a. The gateways are enhanced by sculptures along Firestone Blvd.

- b. Local industries are Firestone Tires, Boeing - metallic themes
- c. Circular themes from tires and Shultz Steel rocket casings.
- d. Don't focus on the past, look to the future (not the old time look).
- e. Designs are all different.
- f. South Gate Industries include:
 - Firestone Tire and Rubber Company: 1928;
 - A. R. Maas Chemical Company: 1922;
 - Star Roofing (US Gypsum): 1934;
 - Weiser Company Foundry: 1904,
 - GM, Pontiac, Oldsmobile, Buick: 1936.
 - Shultz Steel Company: 1947
- g. Design corridor theme to be curvature, contemporary style.
- h. Synergy: template art work.

Scope of Work

Conceptual Design Phase

Artist will meet with City staff to review design images for the 6 locations that celebrate the spaces as gateways. The six include 3 public schools (elementary, Jr High, Sr High), 1 College (ELAC branch), City Hall (industry profile) and Rayo Ave & Firestone Boulevard (IAW City's plan).

Preliminary Design Phase

Artist will meet with City staff to review the updated images established in the conceptual design phase. Upon review and comments from the City, Artist will update the designs based on City's input to generate the next phase of the final design.

Final Design – Construction Drawings

Upon acceptance of the preliminary design, the Artist will prepare final sculpture designs based on the refinements accepted by the City and pertinent stakeholders. The revised images will incorporate all changes and input required by the City from the preliminary design phase, and will constitute the entire basis for the generation of the engineering drawings for the fabrication of the six sculptures.

The construction plans will include detailed scaled drawings and foundation design for each sculpture along with site plans for their respective locations (6 total).

Deliverables

Provide three sets of drawings for the six sculptures. Stamped and signed with a professional engineer (P.E.) designation in the State of California.

June 22, 2017

Schedule for Design

Artist will commence the six sculpture designs upon receipt of Notice to Proceed from the City. The following is an estimated timeframe for the design and construction drawings phase for the six sculptures.

- Kick Off Meeting Week 1
- Conceptual Design Week 2 through week 4
- Preliminary design Week 5 through week 9
- Final Design Week 9 through week 15

Fee

Total fund available\$246,000

- ~ Design of the Art Sculptures (6 total)\$ 40,000
- ~ Contract Management and oversight (@15%).....\$ 6,000
- ~ Fabrication, Furnishing and
Installation of Art Sculptures (6 total).....\$200,000

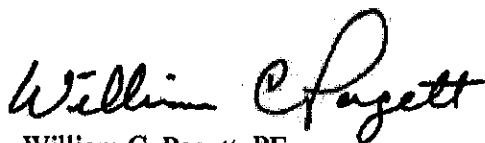
City Requirements

1. City shall provide bronze plaque design, production and installation.
2. City shall provide electric power to the electrical junction box located within the perimeter of the artwork floor.
3. The City shall provide land survey and related documents to locate underground structures and dig alerts.
4. If subgrade structures must be moved, replaced or repaired, it shall be solely at City's expense.
5. City will provide all City permits, plan check, and inspections.
6. Additional site preparations not specifically outlined in the Artist

We are requesting your approval of these extra task. We look forward to continuing to work with the City of South Gate. If you have any questions, please contact Tyrone Peter at (714) 393-1963 or tpeter@willdan.com or me at (562) 619-4424 or bpagett@willdan.com.

Sincerely,

Willdan Engineering



William C. Pagett, PE.

WILLDAN ENGINEERING



Amendment No. 1
to Contract No. 3081

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH WILLDAN ENGINEERING**

THIS AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING, ("Amendment No. 1"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF SOUTH GATE ("CITY"), on the one hand, and WILLDAN ENGINEERING ("ENGINEER").

RECITALS:

WHEREAS, CITY and ENGINEER have previously executed that certain *Agreement for Professional Services* (Contract No. 3068) dated December 16, 2014 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$847,813; and

WHEREAS, CITY desires to expand the scope of work as shown on the ENGINEER's proposal being attached here as part of this Amendment No. 1 (Exhibit A); and

WHEREAS, ENGINEER had submitted a cost estimate as part of its proposal (Exhibit A); and

WHEREAS, CITY and ENGINEER desire to execute Amendment No. 1 covering said additional Professional Services for an amount not to exceed \$156,692 under the terms and conditions of the Agreement and Amendment No. 1 to said Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY ENGINEER.**
 - a. ENGINEER shall expand its scope of work, fees and services to CITY as shown in its proposal (Exhibit A). Said scope of work and fee proposal is made part of this Amendment No. 1.
2. **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. CITY reserves the right to augment or reduce the scope of work as CITY deems necessary.

3. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or ENGINEER, executes this Amendment No. 1.

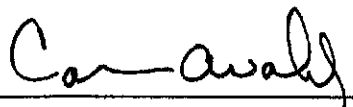
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

"CITY"
CITY OF SOUTH GATE



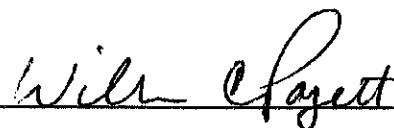
W.H. (Bill) De Witt, Mayor
Dated: 11/22/2014

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

"ENGINEER"
WILLDAN ENGINEERING

By: 

Dated: 12-23-16

APPROVED AS TO FORM:



Paul F. Salinas, City Attorney



2401 East Katella Avenue, Suite 450
Anaheim, California 92806
714/978-8200 fax 714/978-8299
www.willdan.com

November 4, 2016

Mr. Arturo Cervantes, P.E.
Public Works Director / City Engineer
City of South Gate
8650 California Avenue
South Gate, California 90280-3075

SUBJECT: Firestone Boulevard Capacity Enhancement change order for additional final design engineering services.

Dear Mr. Cervantes:

Willdan Engineering (Willdan) is pleased to submit this proposal for tasks related to the Firestone Boulevard Capacity Enhancement Project. Willdan will provide the services related to Firestone Boulevard Capacity Enhancements for **\$156,692**.

For your consideration, Willdan Engineering has prepared the following summary of extra tasks requested by the City in conjunction with the Firestone Boulevard Capacity Enhancement project. These tasks have been completed or have begun in a good faith effort to expedite the project. We appreciate the opportunity to submit our proposal and look forward to discussing the enclosed information with you.

Task 1. Traffic Study- Higher Standards of Care

City requested value additions to the original proposed traffic study to provide higher standards of care. Willdan had performed many tasks to satisfy the City's request, and in some cases, the effort for the analysis were compounded due the multiple scenarios for each change. The Changes are included in attachment 1 included herewith.

1. Peak Hour Turning movement analysis: Willdan proposed collection for turning movement counts during the AM/PM peak hours for 20 intersections and driveways potentially impacted by the median construction. Noon peak hour analysis was not part of the original study. It was noted that expansion of the study level will require additional authorizations. Per City's request, Willdan performed:
 - a. additional Noon peak hour data collection and corresponding peak hour LOS Analysis. This analysis indicated if there would be enough on-street parking capacity during mid-day peak. A total of 72 additional scenarios were analyzed.
2. As an added task, Willdan analyzed impacts to circulation if San Miguel is closed at the median. City requested this analysis to demonstrate that when San Miguel is "Closed" by the construction of the medians, there would not be any significant adverse effects.
3. As an added task, Willdan analyzed long term LOS impacts for the 2035 General Plan Buildout condition. This project was considered as a gap closure project and not intended to meet the traffic needs of 2035. Per the City, Willdan included analysis of the 2035 buildout conditions long term impacts.

4. Per City's request, Willdan added Alternate 2 to the analysis, prohibiting left turns from Alexander. This alternative analyzed Rheem to remain signalized while the median will be extended across Alexander Avenue. Alternative 1 was the analysis of Rheem and Alexander as a signalized intersection.

Task 2. Storm Water Quality Design Services

In June of 2015, the City of South Gate became a party to the Lower Los Angeles River Watershed Management Plan (WMP) along with seven other nearby Cities. The WMP established specific treatment goals for each City including infiltration of stormwater and reduction of total trash flow into the Los Angeles River. The Plan set incremental milestones to reach the total infiltration goal of 173 acre-feet. The first milestone is 35.4 acre feet by the year 2017. It is currently estimated that the City is still far below this goal. However, it is desirable to make all reasonable efforts to achieve this milestone for reporting progress to the Regional Water Quality Control Board.

The City has requested that Willdan investigate and design storm water infiltration systems as part of the Firestone Boulevard Improvement project in pursuit of their 2017 milestone. The project offers an ideal opportunity for installing infiltration systems as it is a large transportation corridor with correspondingly high on site generated runoff.

The County of Los Angeles's Low Impact Development (LID) Manual necessitates that a street or road construction project that reconstructs at least 5,000 square feet of impervious surface comply with the LID manual as well as the USEPA's *Managing Wet Weather with Green Infrastructure: Green Streets* 26 (December 2008). This includes portions of the road where the grade or elevation has been modified. Construction of the proposed raised median curbs, will exceed the 5,000 square foot threshold of elevated impervious surface, so treatment is required. Infiltration Best Management Practices (BMP's) can be used to meet the treatment standards required by *Green Streets*. It is advantageous to the City to install infiltration BMP's as it will help the City to meet both *Green Streets* and Watershed Management Plan requirements. The proposed work will include the necessary research tasks to complete an efficient design, identify the locations most suitable for infiltration, and design the storm water treatment systems in accordance with Los Angeles County standards.

The tasks for the storm drain analysis include the following:

- Attend project meetings related to storm water BMP's and coordinate with the City and their environmental consultant John L Hunter and Associates.
- Research and Analysis to determine the following:
 - Identify local, regional, and national standards for quantifying the area that must be treated.
 - The amount of runoff generated from impervious surface with grade/elevation change as part of this project
 - Calculate total impervious surface with grade or elevation modified by project.

- Estimate amount of runoff generated by modified impervious surface per LACDPW standards.
 - Research site locations that may be optimal for infiltration BMP's given the existing conditions and historic groundwater and infiltration data.
- Conduct a geotechnical study to determine infiltration rates at each proposed infiltration BMP location:
 - Four (4) boring locations are proposed.
 - Borings will be conducted in the travel lane closest to the sidewalk.
 - Borings will be to a depth of 30 feet.
- Prepare and Submit Green Streets Report
 - Willdan will work with the City's environmental consultant, John L Hunter and Associates to determine the requirements and treatment options to comply with City and Los Angeles County standards.

We will prepare and submit a Green Streets Report to the City and representatives from John L Hunter.
- Prepare Plans, Specs, and Estimate:
 - Design infiltration BMP's based on infiltration rates and LA County Standards and add appropriate detail to plans. As an alternative, Willdan may specify a proprietary system that meets local requirements. The sizing of the proprietary system will be provided by the manufacturer based on flow estimates provided by Willdan. The manufacturer's cost to size the proprietary system is assumed to be included in the construction and installation cost for each unit.
 - Prepare specifications for infiltration BMP's.
 - Prepare construction cost estimates for infiltration BMP's.
- Review and respond to up to one (1) RFI and two (2) Materials Submittals pertaining to Storm Drain Improvements during construction if needed.

Deliverables:

- Geotechnical Report with borings and infiltration rate calculations.
- Green Streets Report.
- Plan sheet(s) with adequate details for contractor to construct treatment system. Plan and profile views will be provided.
- Specifications (part of project specials).
- Cost Estimate (part of project cost estimate).

Task 3. Gap Closure between Firestone Place and Rayo Avenue

The City of South Gate has requested that an existing street segment between Firestone Place and Rayo Avenue or otherwise known as a "gap closure" segment be included as part of the overall improvements along Firestone Boulevard and to perform an assessment of this portion of the project in the preparation of the Initial Study – Mitigated Negative Declaration (IS/MND) for CEQA compliance and design the street, landscape, traffic and architectural improvements. According to the City's requested changes to the project, we anticipate that additional work effort to complete the IS/MND will be required to amend the existing Screencheck Draft Initial Study per the proposed amendment to the project limits and conduct additional analyses to assess project impacts on both traffic operation and other potential resource issues. Specifically, the scope to complete this additional work effort would involve the following tasks:

1. **Background research and site visit.** Willdan will conduct a project review and background research of the new street segment to identify the potential environmental resources and conditions that exist on the project site and will conduct a site visit to document existing conditions.
2. **Revise Screencheck Draft Initial Study Checklist.** Willdan will perform the following revisions to the Screencheck Draft Initial Study which will include:
 - a) Revisions to the Project Description, including appropriate tables and figures.
 - b) Revisions to Environmental Analysis Checklist sections to document impacts resulting from construction activities, resource issues and traffic operation. Some of the potentially affected sections will include: Aesthetics, Air Quality, Greenhouse Gas, Hydrology, Noise, and Traffic.
3. **Revisions to technical studies.** Technical subconsultant, Landrum and Brown, Inc., has determined that revisions to technical studies involving assessments for air quality, greenhouse gas and noise will be required.
4. **Document preparation.** In preparation of the final Screencheck Draft Initial Study, the document will be word processed including preparation of new/revised tables and figures as needed. The final document will be reviewed for QA/QC among the Willdan project team prior to submittal to the City.
5. **Management and Coordination.** The Willdan project team will coordinate with City staff and the technical specialists in preparation of the Screencheck Draft IS/MND. Willdan anticipates one (1) coordination meeting between Willdan and the City.
6. **Plans, Specifications and Estimates.** Willdan will prepare street improvement plan, signing and striping plans, street lighting plans, landscape, planting and irrigation plan. The project specifications and bid schedule will include these improvements.
7. **Traffic Study Update.** Willdan will collect traffic counts to study exiting Firestone Atlantic Intersection and Rayo/Firestone intersections for U-turn movements. Willdan will also analyze the property access along eastbound Firestone Blvd.
8. **Landscape.** Willdan will prepare a conceptual plan of the proposed landscaped median, decorative street light, parkway/sidewalk landscape and block wall architectural treatments. Upon approval of the landscape plans, Willdan will prepare construction documents.

Task 4. Mason Street Improvement.

Based on comments and requests received from project public outreach meeting, Willdan was directed by the City to explore the possibilities of improving Mason street between Bowers Street and Rheem Avenue, since the street has deteriorated due to an increase in truck traffic and design the necessary roadway rehabilitations. Willdan will design the street to rehabilitate the deteriorated Mason street. Willdan will also improve Bowers Street and Rheem Avenue between Firestone Blvd and Mason Street. All utilities will be adjusted to grade. A concrete longitudinal gutter will be proposed along Mason street to improve drainage flow and reduce drainage related impacts to the street. Willdan will conduct field survey of the existing street, utilities and street furniture.

Task 5. Electrical Design

This task includes the following:

1. Conducting utility coordination with SCE for electrical feed points within the project limit. Coordinate utility information with Electrical Engineering as required for designing electrical system.
2. Design and preparation of electrical plans by Electrical Engineering for median palm tree upright and for palm tree at four street corner of the (5) gateway locations where feasible. In addition, proposed electrical design for median electrical receptacles in pull boxes at regular tree locations as an option if directed by the City and uprights for (5) art sculptures (locations to be determined). The electrical design of palm tree upright and receptacle will follow the existing electrical system at the Firestone Blvd & Atlantic Ave. and at the Azalea Shopping Center.
3. Coordination with Electrical Engineer for preparation of City review submittal package and addressing City comments.

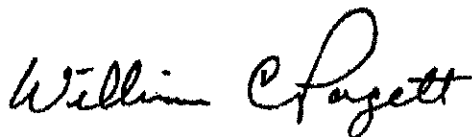
Cost Summary

Task	Cost
Task 1 - Traffic Study- Higher Standards of Care Performance of City requested value additions to the original proposed traffic study to provide higher standards of care.	\$40,242 (See Attachment A for cost breakdown)
Task 2 - Storm Water Quality Design Services Studies and design of storm water treatment BMP's beyond services described in the original scope.	\$44,207 (See Attachment B for cost breakdown)
Task 3 - Gap Closure between Firestone Place and Rayo Avenue Provided professional engineering services to add the existing street segment between Firestone Place and Rayo Avenue or otherwise known as a "gap closure" to the overall improvements.	\$39,853 (See Attachment C for cost breakdown)
Task 4 - Mason Street Improvement. Willdan was directed by the City to explore the possibilities of improving Mason street between Bowers Street and Rheem Avenue, since the street has deteriorated due to increase in truck traffic.	\$16,820
Task 5 - Electrical Design. Willdan will conduct utility coordination with SCE, Electrical Engineers, and the City for landscape improvements along Firestone Boulevard.	\$15,570
Grand Total	\$156,692

We are requesting your approval of these extra tasks. Please see the provided cost associated with each task.

We look forward to continuing to work with the City of South Gate. If you have any questions, please contact Tyrone Peter at (714) 393-1963 or tpeter@willdan.com or me at (562) 619-4424 or bpagett@willdan.com.

Sincerely,
Willdan Engineering



William C. Pagett, PE.
WILLDAN ENGINEERING

Attachment A

Task 1 - Traffic Study- Higher Standards of Care

1	On Street Parking Capacity:	
a	Additional Noon peak hour data collection and corresponding peak hour LOS Analysis, to verify if there would be enough capacity to allow on-street parking during mid-day peak.	\$ 9,572.00
2	<u>Additional Study Intersection (10th):-</u> Analyze impacts to circulation if San Miguel is closed at the median. Analysis was done to demonstrate there was not significant adverse effects.	\$ 2,370.00
3	<u>2035 General Plan Buildout:-</u> Analyzed long term LOS impacts for the 2035 General Plan Buildout condition.	\$ 23,500.00
4	Added Alternate 2, prohibiting left turns from Alexander	\$ 4,800.00
Total		\$ 40,242.00

Attachment B

Task 2 - Storm Water Quality Design Services

1	Project Management	\$ 2,326.00
2	Research and Analysis	
a	Research Requirements for Project, Green Streets, LID, etc.	\$ 2,512.00
b	Calculate Tributary Areas and Runoff Generated	\$ 2,475.00
c	Research and Develop Treatment Alternatives and Locations	\$ 6,092.00
3	Geotechnical Borings and Percolation Testing for Four Locations	\$ 19,970.00
4	Prepare and Submit Green Streets Report	\$ 4,246.00
5	Prepare Plans, Specifications, and Estimate	\$ 5,728.00
6	Provide Construction Support Services	
a	RFI Review and Support (Assume 1)	\$ 286.00
b	Contractor Submittal Review (Assume 2)	\$ 572.00
Total		\$ 44,207.00

Attachment C

Task 3 - Gap Closure between Firestone Place and Rayo Avenue

1	Environmental	
a	Perform Background Research and Site Visit	\$ 1,168.00
b	Revise Screen check Draft Initial Study Checklist	\$ 2,906.00
c	Revise Technical Studies	\$ 5,520.00
d	Document Preparation	\$ 425.00
e	Management and Coordination	\$ 730.00
2	Conduct Field Survey and topography	\$ 3,380.00
3	Prepare Street Improvement Plan	\$ 4,000.00
4	Prepare Signing and Striping Plan	\$ 2,000.00
5	Prepare Street Lighting Plan	\$ 3,500.00
6	Conduct Traffic Study	\$ 3,500.00
7	Landscape Plans	
a	Prepare Conceptual Layout Plans	\$ 1,689.00
b	Prepare Construction Documents	\$ 11,035.00
	Total	\$ 39,853.00

Contract No. 3081

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

WHEREAS, City desires to engage Consultant to perform certain technical and professional engineering services, as provided herein, in connection with that certain project identified as: **DESIGN SERVICES FOR FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS ID NO. F3124;**

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: Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, California 91746

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:

Kenneth C. Taylor
Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, California 91746
Tel: 800.499.4484
Fax: 562.695.2120
ktaylor@willdan.com

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 to the extent resulting from their negligent or other wrongful conduct.

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 **\$847,813**. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" 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 sixty (60) 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 acts, errors or omissions, or willful misconduct, 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 cancellation of the policy, ten (10) days notice if cancellation is due to nonpayment of premium.

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

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

(b) "Severability of Interest" clause.

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

(3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City certificates of insurance evidencing 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, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of this Agreement, 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. City's reuse of such materials on any project other than the project for which they were originally intended shall be at City's sole risk.

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 November 4, 2014
Exhibit "B" Fee Proposal dated November 20, 2014

19. Governing Law.

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

20. Effective Date.

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

[Remainder of page left blank intentionally]

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF SOUTH GATE AND WILL DAN ENGINEERING**

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: Henry C. Gonzalez
Henry C. Gonzalez, Mayor

Dated: 2-18-15

ATTEST:

Carmen Avalos
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

Raul F. Salinas
Raul F. Salinas, City Attorney

**"CONSULTANT"
WILL DAN ENGINEERING**

By: Will Dan Chappett
Signature

Sr. Vice Pres.
Title

Dated: 2/9/15

EXHIBIT A

Firestone Boulevard Regional Corridor Capacity Enhancements – Alameda Street to Hunt Avenue, Metro Call for Projects ID No. F3124, City Project No. 476-TRF

Willdan Engineering – Project Understanding, Approach and Scope of Work

PROJECT UNDERSTANDING

As described in the City's Request for Proposal, street improvements on the Firestone Boulevard Regional Corridor Capacity Enhancements from Alameda Street to Hunt Avenue, City Project No. 476-TRF are funded by Metro Call for Projects 2009. The City of South Gate was awarded \$9.4 million in Metro's Proposition C monies to fund the Firestone Boulevard Regional Corridor Capacity Enhancements from Alameda Street to Hunt Avenue, Metro Call for Projects ID.No. F3124, City Project No. 476-TRF. Metro and local funds will be used for design and construction. In addition, \$6 million in Measure R funds are expected to be awarded to the project from the I-710 Corridor Program. The design and construction budget is estimated at \$15.4 million.

The project is a complete rehabilitation of roadway improvements from Alameda Street to Hunt Avenue improvements include, but are not limited to:

- Increase the number of lanes from 4 to 6
- Pavement rehabilitation along with localized removal and replacement of the failed portions of the roadway
- Installation of landscaped and hardscaped medians with drought resistance plants, irrigation system, and lighting system
- Reconstruction of any deficient sidewalk, curb and gutter, driveway approaches, and noncompliant ADA curb ramps
- Street parkway trees without irrigation
- Artistic elements shall be included to enhance the aesthetics of the corridor; two concepts shall be developed for City approval
- Gateway corridor entrance, with entrance monument, at west city limit
- Bus shelters and bus turnouts
- Traffic Signals modifications will include battery backup, pedestrian countdown heads and the ability to upgrade to LED where applicable
- Evaluation of intersections within project limits to determine if new traffic signals are warranted or desirable relative to other proposed project improvements; any new traffic signals will include battery backup, pedestrian countdown heads, and utilize LED for lighting wherever practical.
- Signals would be synchronized between Alameda St. and Hunt Ave. to reduce traffic congestion and improve bus speeds
- Conversion of street lights from series circuit to multiple circuits, and upgrade to LED in areas where a conversion has not been previously implemented
- Peripheral drainage improvements such as utility relocation where applicable
- Signing, striping and replacement of existing detector loops with video detection equipment.
- To the maximum extent practical, the design shall emphasize sustainability in pavement technologies, air quality, storm water treatment, water conservation, green streets technologies, complete streets, etc.

The City intends to increase traffic capacity on Firestone Boulevard from two lanes in each direction to three lanes in each direction as well as add raised landscape medians and improve pavement conditions. The project extends approximately 2.5 miles from Alameda Street near the western city boundary, easterly to the recently constructed improvements for the Firestone/Atlantic project and the improvements for the Aspire/Firestone Academy near Hunt Avenue.

Available funding includes 2009 Metro Call-for-Projects project F3124 in the amount of \$9,423,792. Other available funding includes the recently passed Measure R I710 mitigation funds of \$1.5m for design and \$4.5m for additional construction funding. South Gate currently has \$15.4m available for the design and construction of the project. Willdan prepared both of the successful funding documents and presentation.

In the general plan, Firestone Boulevard is classified as a Boulevard or Primary Arterial with six lanes within the project limits. The crossing street of Long Beach Boulevard is also classified as a Boulevard. Other crossing streets are classified as Avenues or Secondary Arterials. They are State Street and California Avenue, Truba Avenue, Otis Street, and Alexander Avenue are listed as Collector Streets. The intersections with Long Beach Boulevard as well as California Avenue are listed as Enhanced Intersections meaning that additional turn lanes may be ultimately needed at these intersections.

The general plan shows Firestone Boulevard as both truck and transit routes. Field observations and local land use show a high level of truck traffic. Metro Bus Route 115 utilizes Firestone Boulevard as a major corridor starting in Playa Del Rey and ending in Norwalk. Several Metro stops occur within the project limits and many of the crossing streets contain bus routes. Existing bus stop infrastructure is generally blue metallic benches with occasional shaded structures. The recently constructed educational facility on the south side of the street just west of Long Beach Boulevard and Elisabeth Bakery includes a widened drop-off area.

There are no proposed bicycle lanes on Firestone Boulevard per the general plan. Independence Avenue to the north and Southern Avenue to the south are listed for Class II bike lanes, relieving Firestone of needing bicycle lanes. Truba Avenue shows a Class II bike lane to the north of Firestone. Madison, California, and Alexander Avenues are Class III bicycle facilities that cross Firestone Boulevard. The City's draft Bicycle Master Plan, May 2012, describes adding bike lanes if Firestone Boulevard is widened. The proposed bikeways map shows a colored bike lane on Firestone. The conflicts between the two plans need resolving. The City does not intend to include bicycle lanes on Firestone Boulevard at this time.

The funding allocated is to meet automobile traffic needs. The General Plan Mobility Plan labels Firestone Boulevard as a Key City Street/Corridor with Specific Street Standards. It describes a road that is somewhat wider in the future than the current street width. The general plan Firestone Corridor policy states "over time, the Firestone Boulevard right-of-way (including sidewalks) should be widened to accommodate increased traffic and to improve the pedestrian environment". It also states "the City should undertake a streetscape improvement program that includes street trees, wider sidewalks, pedestrian facilities such as benches and bollards, improved crossings". Future development described per the Firestone Corridor should be able to provide the additional widening not included in this project.

We believe it is important to understand both the City's long-term as well as proposed project goals in order to provide the City with the best possible project understanding.

PROJECT APPROACH

Willdan has prepared this proposal with great consideration of the City of South Gate and the community that the project will serve. Because we understand municipal roadway engineering projects and how to apply that knowledge effectively, we have garnered a proven history of successfully implementing many projects within the region and specifically the City of South Gate. This experience-based knowledge allows us to focus on the local community's needs and expectations matching that with the best implementation of design to deliver projects within the funding available. Willdan knows how to work with Metro, Los Angeles County, and Gateway Cities Regional Agencies such as Gateway COG, Southern California Edison, and Central Basin Municipal Water District. Our history with South Gate is long and involves numerous projects of this type as well as other projects that will affect the successful delivery of this project. We know how to work with City staff and how to deliver a project that will exceed expectations.

Willdan will make use of its history with the City and its experience within this project area to provide a strong foundation of background information. This experience includes dealing with various agency entities involved as well as the community and political structure. The approach is to give the City the best value and maximum flexibility to work within available funding to improve Firestone Boulevard.

A significant portion of the project includes existing concrete paving. We know it is important to the City to understand not only future traffic conditions, but to plan for water and sewer line repairs and upgrades and add a fiber connection and reclaimed water line for Central Basin Municipal Water District prior to constructing pavement upgrades.

Our focus will be to give the City in a solid understanding of the overall project components, cost, and potential phasing during the preliminary initial studies/environmental phase. Community input for the widening as well as new landscape medians and other new project features is important in the initial studies phase. This way, when the project moves into the plan preparation phase, changes are minimized and the schedule can move forward in a predictable manner with minimized risk.

The focus in the final design phase will be to work with the City to prepare project plans that minimize construction risk while streamlining the information the City would like shown for the contractor while minimizing design costs.

Project Management/Administration/Meetings

Willdan's knowledge of complete project delivery requirements set it apart in the industry. Our full-service turnkey ability from preliminary concept, funding acquisition, environmental documents, final design, construction support, and management make us able to understand the City's needs and easily support the City's project manager by providing cost- and schedule-effective project implementation and incorporating innovative City strategies through effective standards and code compliance.

Through this knowledge and expertise, Willdan believes we can support and lead South Gate on this project better than any other consultant.

Phase I - Preliminary Design

During the preliminary design phase, Willdan will meet with various City departments and other agencies to confirm project requirements. Agencies will include City Engineering, City Water and Sewer Divisions, Central Basin Municipal Water District, Los Angeles County divisions, Edison, and any dry utility companies that may be affected as determined in the utility search.

The current roadway width is generally 74' with 13' sidewalks on both sides. Parking is allowed on both sides of the street in most locations. The right-of-way width is generally 100' wide. Key parameters when converting from four lanes to six lanes is to work with the City to determine the feasibility of widening Firestone. Adding a raised planted median should generally be 10' minimum width. This will produce traveled way widths of 32' without widening. 32' traveled way width will include at least one 10' lane width. While the 32' width can produce three lanes of travel, the City may find it desirable to widen the road in key high

traffic areas. Any widening will reduce the sidewalk width however. While a raised planted median width of 10' is possible, the City's general plan shows a 14' median. General Plan travel lane widths vary from 11' to 13'.

Per a separate project, a right-turn lane/drop off lane will be added on East Bound Firestone at Otis Avenue for the South Gate Middle School. A second separate project will enhance traffic and pedestrian improvements as part of a Safe Routes to school project. Integrating these three projects together could best be implemented as part of this project (see our proposal for Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Federal project No. HSIPL-5257(032) for a concept of the layout for the Firestone Boulevard/Otis Street conflicts).

The traffic study may also show that additional turn lanes would improve traffic movements at Enhanced Intersections or other intersections. Traffic signals, including those recently constructed; street lights; etc. are located such that widening will likely cause relocation or replacement. Any widening will cause relocation of storm drain inlets.

Establishing the best fit of improvements for the available \$15.4m will be key in preliminary design phase. The preliminary phase is also where gaining public support for the design will also be key. Successfully implementing these two items will greatly improve the success of the project and streamline the schedule to allow work to progress in an orderly cost efficient fashion.

Willdan suggests providing three general design concepts to increase the project from four lanes to six lanes in the preliminary phase. A raised planted median would be provided in all three concepts:

1. Striping changes only – pavement would be repaired along with ramps and sidewalks. Signal modifications would be minimal as well as storm drain modifications.
2. Widen up to 3' at the major intersections – widening would occur for approximately 500' either side of the intersections to accommodate turn movements. Sidewalk would be reduced to approximately 10' in these locations. Projects would be designed within the existing right-of-way. This may produce unusual ramp designs. The widening would require modifications to the traffic signals, storm drain inlets, and possibly pavement grades to account for the widening.
3. Widen the entire length up to 3' – sidewalk width would be approximately 10' the entire length. The City may want to review possible right-of-way acquisition in this concept.

Based upon the three concepts, it is assumed the City will take portions of each concept to gain the best value to spend the \$15.4 million into one final concept before proceeding in the final engineering phase (see concept plan illustrating potential alternatives).

Based upon the approved concept, the environmental document can be completed and the preliminary project approved so Phase 2 – Final Design can proceed.

Key Components to be Addressed in Preliminary Design Phase

Drainage/Storm Water Quality

No measurable increase in storm water runoff is anticipated. Based upon this and the unlikely event that there will be changes to drainage areas, it is not anticipated that drainage improvements other than relocations will be required. As long as inlet capacity is not reduced and curb heights are not significantly reduced, significant drainage calculations are not anticipated.

There is no anticipated measurable increase in impervious area that would trigger storm water quality improvements. The project should not exceed current Regional Water Quality Control Board limits for Green Streets set at a 10,000-square-foot increase in imperviousness. However, widening the streets may trigger storm water quality treatment as it may change the alignment as well as purpose and intent of the roadway.

The project will, however, likely exceed construction disturbance thresholds that typically trigger preparation of SWPPP.

We believe it will be extremely important to understand the regional significance of this project in relation to evolving storm water quality guidelines. This should include meeting with the City's storm water quality consultant - John Hunter to determine how the project can work within the new permit guidelines.

Roadway Improvements/Striping

Establishing the project roadway improvements to work within the City's available funds will be a key project component.

The traffic study will generally determine which local side streets can be restricted to right-turn only, allowing medians to be built along Firestone Boulevard. The project aerial topo will provide a base to determine proposed lane widths, widening, turn lanes, etc.

The widening/striping plans will be prepared with the City's general plan requirements in mind including side streets. It is not anticipated that all general plan requirements can be met with available funding. However, we believe it is in the City's best interest to attempt to locate improvements in a manner that will require minimal disruption when City streets are widened in the future to meet general plan requirements.

Understanding multi modal transit such as increased truck or bus traffic, reviewing possible additional bus turnouts for public bus stops as well as schools along the route are key components to designing the proposed improvements. Understanding future bike lane locations on intersecting streets and how they impact the intersections with Firestone are also important to minimize future improvement costs to the City.

Another key item to approach in the preliminary design phase is reviewing the existing ADA ramps that are non-compliant. There are a number of locations that will require modified standard designs. Many existing ramps along Firestone Boulevard appear to meet current ADA requirements by using modified designs. Many others do not meet current code and may be difficult to bring up to code. However, understanding these ramps and how they can be addressed may have an impact on right-of-way, truck and emergency vehicle turning movements, traffic signal foundation locations, and overall project costs. Any widening will complicate ramp design in order to stay within the existing Right-of-way. Ramp modification will also affect business access in some locations. Understanding these details in the preliminary phase and including in the public outreach will be important. Driveways will also be evaluated to determine if they meet current ADA requirements.

Curb condition and heights should be reviewed during the preliminary phase. Many curb heights along Firestone Boulevard are much greater than 8 inches. The City has been reducing the height where possible on the Firestone/Atlantic project. Evaluating heights should be included as part of the paving strategy to determine the most cost-effective way to implement and change height.

Pavement Strategies

It is important to understand the strength properties of the existing pavement and subgrade soils to determine how to accommodate proposed improvements, including increases in the Traffic Index due to increased traffic. Heavy bus and truck traffic will be key components in addition to increased average daily traffic (ADT).

The existing pavement is a mix of concrete pavement, asphalt pavement, and asphalt overlay on concrete pavement. The cross section may not be uniform. Gutter widths vary from 0 feet to approximately 6 feet.

Pavement core samples will be taken as well as soils borings for utility trenching and shoring geotechnical needs and will be strategically located to help uncover varying pavement conditions. Non-destructive deflection testing of asphalt concrete pavement should be performed to further understand existing pavement conditions. Areas exhibiting pavement stresses will receive additional evaluation.

The pavement management system report prepared by Willdan this year will be utilized to help determine locations that may need additional pavement improvements beyond grind and overlay.

Strategies will also be evaluated that are not only cost effective but encourage recycling or minimize handling that increases energy requirements and decreases air quality during construction.

Pavement strategies that allow contractors to bid alternative pavement sections where appropriate could further minimize construction costs.

Utilities

The pavement management system report prepared by Willdan this year will be utilized to help determine locations that may need additional pavement improvements beyond grind and overlay.

Strategies will also be evaluated that are not only cost effective but encourage recycling or minimize handling that increases energy requirements and decreases air quality during construction.

Pavement strategies that allow contractors to bid alternative pavement sections where appropriate could further minimize construction costs (see exhibit illustrating potential median conflicts, typical locations for replacement of water and sewer lines, and location for future recycled water main).

Right-of-Way Acquisition

Willdan has prepared a map of the existing right-of-way based upon Los Angeles County GIS and assessor's data. According to this research, there are several locations along Firestone Boulevard where right-of-way has not been recorded. We have run into this situation on many previous projects and it is usually just a procedural issue. The City may want to consider adding recording these parcels to the overall project scope.

Our preliminary striping layouts used for preparing this proposal indicate that the property on the north side of Firestone Boulevard immediately west of the Azalea Regional Shopping Center project may need an acquisition or an easement if the City desires three westbound lanes in this area. The Metro funding did not anticipate right-of-way. Willdan is proposing to study alternative layouts to avoid right-of-way impacts at this property. Due to the possibility of right-of-way acquisition, Willdan has added a right-of-way acquisition firm to the team in case the City's preferred design requires additional right-of-way.

Public Relations

Hundreds of businesses and residences will be affected by this project. On previous projects, Willdan has worked with the City to go door-to-door to businesses to receive project input. Willdan suggests making a public presentation to initially inform the public about the project and receive input. A second meeting would show details of the proposed project. A third meeting would include a Council hearing for preliminary approval and environmental approval. The community can be informed of the meetings through website postings, local newspapers, and community websites. It may also be desirable to set up less formal outreach presentations at key locations such as at the Azalea Shopping Center, Schools or other areas along the Firestone Corridor.

Environmental

Based upon our understanding of the capacity enhancement, there exists the potential to create significant environmental impacts, thus requiring that an Initial Study (IS) checklist be prepared. We anticipate that CEQA approval will be in the form of a mitigated negative declaration, with mitigation based upon results of the IS and associated technical studies. Willdan, working in close coordination with our technical subconsultants and the City, will prepare an administrative draft IS.

Streetscape/Beautification

The City's general plan has many goals for the Firestone corridor. Due to existing funding constraints, many of these improvements may be delayed to future development projects. Willdan will, however, prepare an overall street beautification plan to show preliminary designs for the medians and relocated street trees. This beautification plan is anticipated to be part of the public presentations and should be a key to gaining public support for the project.

The City desires to create a corridor entrance on the West end near Alameda Street. Plant types and aesthetics will also address longevity, maintenance and as well as drought tolerant and ability to grow healthily with recycled water. Bus Shelters will also be evaluated in the streetscape beautification plan.

The City also desires to create two concepts artistic elements throughout the corridor. Willdan suggests having multiple local artists compete for the two concepts. We have successfully included this approach on the Metro Orange line.

Construction Phasing/Staging

Effective project implementation includes understanding how to phase the project if all necessary funding is not available for construction. Design improvements, especially underground utilities must be considered in the preliminary approach so that if they are added post-surface-improvement-construction, they will not scar recently constructed pavement, traffic improvements, landscaping, etc.

Construction traffic control and staging is typically left to the contractor in South Gate. However, construction staging is often one of the key public concerns for a project of this magnitude. The City may want to have concept traffic control/staging plans prepared as part of the public review process. The City typically requires two lanes of traffic in each direction to be maintained during construction.

Project Funding/Budget

There are potentially more improvements identified in the City's request for proposals and general plan than the available funding. Willdan will prepare concepts that work within currently available funding. Willdan typically assists public agencies, including South Gate, with acquisition of various public funds and is available to assist the City in this area.

Phase 2 - Final Design

Willdan's design staff is likely the most knowledgeable of any consulting firm as it relates to City of South Gate and local and regional agency standards in the project design phase. Willdan, as part of our quality control program, has strong experience and standards for interdisciplinary review so that various disciplines, such as civil, traffic, and utilities, are coordinated. We find this approach extremely successful in not only providing plans that adhere to design standards, but plans that ease the ability of the contractor to construct the project on time and within budget.

Willdan believes that successful design implementation involves solving critical issues during the Phase 1 preliminary design. This helps minimize potential change costs and schedule delays.

Construction Phase

Willdan provides turnkey services from initial conception to construction support and construction management. Our experience allows us to provide quick, well thought-out leadership in the construction implementation phase from bid support to construction meetings and response to RFIs and submittals. We have the expertise needed to quickly respond to questions and provide effective solutions that minimize construction schedule and cost impacts.

SCOPE OF WORK

TASK 1 - PROJECT MANAGEMENT

Willdan will supervise, coordinate, monitor and review design for conformance with City Standards, policies, and procedures. Willdan will be responsible for the following:

- Maintain continuous communication with the City Project Manager, including meetings to review the initial concept plan and project status at 30%, 60%, 90% and 100% completion.
- Provide a Monthly Project Status Report
- Assist staff in making presentations at public meetings on as-needed basis.
- Ensure project delivery on schedule and within budget.

Willdan will coordinate and facilitate regular meetings with City staff and utility companies and other participating agencies, as required, to discuss work progress, schedule, and related issues in order to exchange information, discuss and resolve issues, and to maintain progress of the Project. Willdan will prepare meeting minutes with an action item matrix and agenda which will be distributed to the City, and other attendees or organizations, as required.

Willdan will be required to attend a pre-design meeting with City representatives to review the project in detail. Willdan will determine requirements and procedures for design, ongoing review, and Coordination. In consultation with City representatives, the Willdan will determine relevant issues specific to the Project, design standards, and funding limits. Progress meetings will be held monthly or more frequently if needed, with City staff.

Deliverables:

Meeting Schedules, Attendance, Rosters, Matrix, and Minutes

Detailed Project Schedule

Monthly Project Reports

TASK 2 – AGENCY & UTILITY COORDINATION

Willdan will identify and coordinate with the affected utility companies within the project site as well as adjacent Agencies as necessary. Coordination with the utilities companies will include the following items:

- 1 Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans. A utility base map will be developed based upon information received from the utility companies.
- 2 Submit 30%, 60%, 90%, and 100% plans to the utility companies for review and comment. Plans will only be distributed to those utility companies with facilities within the immediate project area.
- 3 Coordinate with utility companies to implement upgrade of their facilities (upon their request), as needed, within the project limit.
- 4 Willdan will be responsible for determining any utility upgrades or installations that will be required to service the existing and proposed improvements and to coordinate the installation of all required upgrades with each affected utility company.
- 5 Maintain a contact log.

Willdan will coordinate the project improvements with proximate improvement projects, the Firestone Boulevard/Otis Street Intersection Improvements and the Safe Route to Schools, Cycle 10 projects. Willdan will coordinate their design as required with the City and other consulting engineers to avoid duplication of effort and integration of the improvements proposed for the three respective projects.

Willdan will conduct a utility investigation within the Project construction limits based on available record information and review utility information to determine the impact of the project on the various utilities, including making contacts with each affected utility company to determine profiles of high hazard/high pressure facilities that may interfere with proposed construction.

The City of South Gate owns its water and sewer lines. At the 60% plan submittal, Willdan will prepare a cost estimate outlining the cost of reconstructing all water and sewerage facilities within the project area versus relocating the affected portions out of the median area only. Based on the available budget, the City will make a determination to either reconstruct its facilities or relocate the affected portions only.

TASK 3 – PRELIMINARY ENGINEERING

3.01 FIELD SURVEY, RIGHT OF WAY

Consult will perform enough survey which will guarantee accuracy of the final construction plans. Surveying will be in accordance with the following:

- a. The rehabilitation strategy selected will determine the extents of ground survey required. Should proposed improvements impact existing cross-slopes, full street sections and a section analysis will be required to ensure acceptable cross-slopes. The analysis will be performed at 50-foot intervals, driveways, and at approaches to intersections to ensure a proper crown transition.
- b. Willdan will pay close attention to the fact that the existing cross fall on Firestone Blvd. may not be a straight grade. To avoid the removal of the existing structural section of the roadway, the grinding and overlay of the existing street may have to take place at the proposed lane lines. Adequate surveying must be provided for this purpose.

- c. Full street sections include obtaining field data at all control or critical points, such as CL, BCR, ECR, and at any grade breaks between lips of gutters, and/or edges of pavement, and flow lines. Survey of parkway improvements is not foreseen.
- d. Perform field measurements to define and to mark, at the time of design, locations of pavement to be patched, reconstructed, or repaired prior to overlay and record for plotting on plans. Field measurements will be provided by the same experienced pavement engineer who determined the overlay requirements.
- e. Perform field measurements to record locations of existing traffic features and controls to be restored.
- f. Establish right-of-way through record research
- g. Extra right of way may be required at the location of any new traffic signals. Willdan will determine the extent of the required right of way and will prepare all legal descriptions of property to be acquired. The City currently many irrevocable offers on Firestone Boulevard which can be accepted if need for the Project.

Deliverables:

Electronic copy of all field survey in AutoCAD, latest format

3.02 GEOTECHNICAL INVESTIGATIONS AND PAVEMENT REHABILITATION STRATEGIES

All work identified herein will be performed by a Geotechnical Engineer Registered in the State of California with an expertise in pavement design.

Willdan will conduct geotechnical investigations for the existing pavement as required for the preparation of a rehabilitation program. Willdan will identify in the final scope of work the geotechnical investigations necessary for the Project. The basis of this analysis and report is that the Project streets will receive a grind and overlays with minor reconstruction as needed. Willdan will make a final determination.

Note: Firestone Boulevard was once designated as a State Highway No. 42 and it is anticipated that current pavement consists of 6 inches of AC on PCC.

Geotechnical investigations may include but are not limited to the following:

- Conduct a site specific geotechnical exploration program to define geotechnical conditions for the proposed improvements. Determine the number of borings required and range of depth based on the Project needs.
- If it is in the geotechnical engineer's opinion and determined by him to be necessary, conduct pavement deflection test per Caltrans Method 356 to determine recommended overlay thickness.
- Develop pavement repair strategies and pavement structural design recommendations based on testing results and research of City records.
- Prepare a draft geotechnical report for City review and comment. Submit three copies.
- Incorporate City comments and prepare the Final Geotechnical Report. Submit three copies.
- Pavement recommendations will be based on a value engineering evaluation of life span versus cost for viable strategies to keep the project within budget, and will not cause the construction budget to be exceeded. Willdan (at the City's request and based on his value engineering report) will be subject to revising the recommendations at Willdan's cost, if recommendations that exceed the project budget are made.

Deliverables:

Three copies of Draft Geotechnical Report

Three copies of Final Geotechnical Report

3.03 ENVIRONMENTAL STUDIES

A Mitigated Negative Declaration is anticipated for the Project; however, Willdan will determine the appropriate levels of environmental clearance. Willdan will prepare the necessary environmental documents when required. Coordination with stake holders and public meetings are required. Willdan will be responsible to publish any and all notices for public hearings and participate in any and all said meetings as deemed necessary by the City. The City will not reimburse Willdan for any costs associated with this item including but not limited to publications, preparation of any meeting materials, revising the document, --- etc.

Deliverables:

Three copies of Draft Environmental Report

Three copies of Final Environmental Report

3.04 TRAFFIC STUDY

Willdan will prepare a Traffic Study to determine existing traffic conditions, patterns, traffic loads, and to aid in the design of the Project to produce the most favorable traffic capacity improvements within budget restraints. This study will include but not limited to:

1. AM, Noon and PM peak-hour manual turning movement counts at each intersection and major driveways within the Project limits.
2. Collect 24-hour ADT count and vehicle classification data at a minimum of two locations.
3. Identification of major trip generators along the median corridor and recommendations for median openings or discussion of where motorists can legally make a u-turn to enter or leave the generator.
4. Overall circulation discussion with proposed median utilizing the City's existing traffic signals.
5. Recommended median width, lane widths and landscape requirements to maximize sight distance in key areas.
6. Recommended location of median openings utilizing the City's existing traffic signals.
7. Recommend turn pocket lengths.
8. Other pertinent design features.
9. Present alternate routes available to developments effected by construction of the median.
10. Traffic collision history review (3 years) to determine the number and type of collisions occurring along the median section.
11. Synchronizing the traffic signals on Firestone Boulevard to improve traffic flow at the posted speed limit.

Deliverables:

Three copies of Traffic Study

3.05 CONCEPT PLANS

Willdan will be required to provide all efforts necessary to achieve the City of South Gate and other Stakeholder approvals of the landscape median concept. Services required include but are not limited to the following:

3.05.01 Draft Median Concept Plans

The City wishes to implement a signature design along Firestone Boulevard, with a gateway corridor theme at the Westerly entrance to the City. This design will be reflected on major intersections along Firestone Boulevard such as at Long Beach Boulevard, State Street, California Avenue and Otis Street. Willdan will provide two concepts for which themes will be proposed.

1. Reconnaissance - Review existing conditions, traffic circulations, land use, etc. prior to making recommendations to the City. Review and evaluate preliminary median layout concepts developed by the City. Meet with City staff to discuss key issues and make recommendations for improvements. Prepare a memo identifying key issues and solutions.
2. Based on the preliminary median layout, key issues, and driveways and intersection counts, develop a preliminary median concept plan. Locate/plot major business and commercial establishments on layout plan; show typical cross sections. Present concept plan, along with engineering estimates, to the City.
3. Obtain City input and incorporate changes as requested.

Deliverables:

Memo with Key Issues and Solutions, Three Copies

Draft Median Concept Plans (two Concepts), Three Copies

Engineering Estimate (two Concepts), Three Copies

Revised Draft Median Concept Plans (two Concepts) addressing City comments, Three Copies

3.05.02 Landscape Median Concept Plan

All work identified herein will be performed under the direction of a certified Landscape Architect.

1. Meet with the City staff to discuss preferred conceptual designs for the landscape portion of the proposed medians.
2. Prepare and present preliminary landscape and architectural layout plans and engineering estimates to the City of South Gate. Include plant palettes, photo simulations and conceptual colored plan views and typical median sections.
3. Revise median and landscape layout plans for public presentation based on the Cities' input and comments.

Deliverables:

Engineering Estimate (two Concepts), Three Copies
Draft Landscape Median Concept Plan, Three Copies
Presentation Material (Plant Palettes, photo simulation, colored plan views, etc.), Three Copies
Engineering Estimate, Three Copies

3.05.03 Public Outreach

Prior to finalizing the median concept plan, City Council and public input will be considered. Willdan will perform the following:

1. Participate in all public outreach meetings to discuss the Project. Willdan will document the outreach meeting and stakeholder comments.
2. Participate in all presentations to the City Council to discuss the Project. Willdan will document comments from the City Council.

Deliverables:

Presentation Material
Meeting Minutes with list of interested stakeholders and comments

3.05.04 Final Landscape Median Concept Plans

Following the conclusion of City, stakeholder, and City Council meetings and input, Willdan will prepare the Final Landscape Median Concept Plans and engineer's estimate. It will contain both the median layout and landscape concepts.

Deliverables:

Final Landscape Median Concept Plans (Two Concepts), Three copies

TASK 4 – PLAN PREPARATION

Upon approval of the concept plans by the City, the final design phase will be initiated.

Willdan will submit plans, specifications and quantity takeoff estimates at levels of completion of 30%, 60%, 90%, and 100%. City will provide review comments at all design stages. It is expected that 100% plans will be complete and include comments and input from all stakeholders. One set of mylars will be produced after 100% plans are approved by the City.

Plans will conform to City standard plans and CADD standards and be prepared utilizing AutoCAD 2014 software. All plans will be signed by a registered civil or traffic engineer, as appropriate.

The project plan set is expected to include the following:

- a. **Title Sheet/Typical Sections/General Notes:** Sheets will be provided for the project title sheet, sheet index, typical sections, general notes, abbreviations, and master list of construction notes.
- b. **Roadway Plans:** Plans will be prepared at 40 scale. Plans will be double stacked where profiles are not necessary and will include all utility information and the disposition of existing and proposed improvements. For any widening segments, plan and profile sheets will be prepared at 40 scale. The plan will also include limits of removal, utilities base plan, limits of repairs for the pavement, curb and gutter and the ADA ramps.
- c. **Construction Details:** Enlarged details will be included for non-standard construction items, including driveway configuration.
- d. **Storm Drain:** The existing Storm Drain line on Firestone Blvd. is owned and operated by LACFCD. If any of the new median or any other improvements will affect the Storm Drain, Willdan on behalf of the City will secure a permit from the LACFCD. The City will reimburse Willdan for any permit fees paid by Willdan.
- e. **Signing and Striping:** Signing and striping plans will be prepared and meet criteria established in the MUTCD, latest edition. Reestablishment of off-site striping for parking stalls or aisles may be required. Plans will be double-stacked at 40 scale.
- f. **Traffic Signals:** Traffic signals modification/new plans will be prepared at 1"=20' and to the City of South Gate standards.
- g. **Street Lighting:** Street lighting plans at a scale of 1"=40' within the project limits. Coordination with stakeholders is required. These plans will also show the relocation of any existing lighting impacted by widening. A foot candle analysis may be required by the City for the widened intersections.

- h. **Planting & Irrigation:** Plans will be prepared at a scale of 1"=20' for the restoration of private property landscaping and irrigation. Additionally, plans will be prepared for landscaped median islands and street trees as deemed necessary. Trees on the sidewalks will not require irrigation. Median plants will be equipped with irrigation system and a power source to operate it. Any hardscape will be 12" embedded river rock.
- i. **Other plans necessary for the delivery of this project.**

The following is a listing of potential plan sheets:

Title Sheet/General Notes (1 Sheet)

Typical Sections (2 Sheets)

Removal Drawings (7 sheets)

Roadway Plans

- Plan and Profile (4 Sheets) - Driveway, curb return replacement only. No widening.
- Intersection Grid Sheets - 2 only
- Curb Ramp Details (5 Sheets)
- Plan only No Profile (Street and Median Improvement) (4 sheets) - See optional tasks for plan and profile option

Construction Details (2 Sheets)

Storm Drain Plan and Profiles (2 sheets) - No widening. Only minor adjustment at medians

Storm Drain Details (1)

Traffic Engineering Improvement Plans

- Fiber Optic Communications Cable - (Traffic Related) (2 Sheets)
- Signing and Striping (7 Sheets)
- Traffic Signals (9 sheets)
- Street Lighting (8 Sheets)

Landscape Improvement Plans

- Median Hardscape Layout and Construction Plan (10 sheets)
- Landscape Construction Details (2 Sheets)
- Irrigation Plan (10 sheets)
- Planting Plan (10 Sheets)
- Irrigation Installation Details (1 Sheet)
- Planting Installation Details (1 Sheet)

Other Items:

RE File (Relevant Info, survey, quantities, estimates, permits, etc.)

Preparation of Draft SWPPP

Preparation of SUSMP - Medians only

LACFCD Permit

Water/Sewer Replacement cost estimate

See Tasks below, depends on Agency and Results of Sewer Capacity Analysis

- Sanitary Sewer Plan and Point Repair Detail Sheet (1 Sheet) - Excluded from Base Fee
- Water, Sewer, Reclaimed - General Notes, Abbreviations, Legend (1 Sheet) - Excluded from Base Fee
- Waterline Improvement Plans (5 Sheets) - Excluded from Base Fee
- Water Details (3 Sheets) - Excluded from Base Fee
- Reclaimed Water Imp Plan/Profile (15 sheets) - Excluded from Base Fee
- Reclaimed Water Details (2 sheets) - Excluded from Base Fee

Willdan will also prepare a SWPPP for the project, comply with all NPDES regulations, and obtain required permits from all of the regulatory agencies. The City will reimburse Willdan for any permit's fees paid on behalf of the City. Permit fee are excluded from the base fee since they are to be determined at a later date.

Deliverables:

Five half-size copies of plan Submittals at 30%, 60%, 90%, and 100% completion milestones
One full-size Mylar of approved 100% drawings
Electronic files at every stage in AutoCAD format

TASK 5 – COST ESTIMATES

Prepare construction cost estimates to accompany each plan review. Prepare quantity calculations and final construction cost estimates in accordance with City requirements to established Project budget.

Deliverables:

Cost estimate at Concept, 30%, 60%, 90% and 100% completion milestones
Electronic files of 100% cost estimates in MS Excel and PDF file formats

TASK 6 – SPECIFICATIONS

Prepare Technical Special Provisions per City requirements for bidding by the City. City will provide boilerplate specifications. Special provisions will be prepared utilizing "Green Book" and Cal Trans formats (latest editions). Provide detailed equipment specifications for asphalt-rubber production.

Deliverables:

Special Provisions at the 90% and 100% completion milestones
Electronic files of 100% specifications in MS Word and PDF file formats
Special Provisions at the 95% and 100% completion milestones.
Electronic files of 100% specifications in and Electronic Submittal in MS Word and PDF file formats

TASK 7 – RIGHT-OF-WAY IMPACT MAPS AND ACQUISITION (Optional Task) - Excluded from Base Fee

Based upon the record mapping and the proposed improvements, Right-of-Way impact maps may/will be prepared to delineate the extent of any acquisition required, as well as any easements (temporary, subsurface, or slope) within the Project limits. This will provide the basis for plats and legal descriptions to be prepared by Willdan. The City has secured numerous irrevocable offers for Firestone Boulevard. Willdan will communicate with the City staff in regard to the current irrevocable offers. **Excluded from Base Fee**

Deliverables:

Three copies of the Right-of-Way Impact Map
Three copies of the legal descriptions and plats

TASK 8 – MONUMENT RESTORATION (Optional Task) - Excluded from Base Fee

Willdan will field investigate and document the presence of existing centerline ties and survey monuments along the proposed project. Willdan will create an item in the contract bid schedule for the restoration of any monuments. Willdan will:

1. Comply with State requirements for the preservation and/or reestablishment of survey monuments including recordation requirements.
2. Set centerline ties for existing centerline monuments found with no existing ties.
3. Replace centerline ties disturbed by construction.
4. Reset centerline monuments and provide the City with an updated set of centerline tie notes.

Restoration of Monuments (Assume 25 @ 675 Each) - Final Count TBD - Excluded from Base Fee

Deliverables:

Provide updated set of centerline tie notes.

Final PS&E Submittals/QA/QC and Processing

65% - Submittal Process
95% - Submittal Process
100% - Submittal Process

BID SUPPORT SERVICES

TASK 9 – CONSTRUCTION BIDDING PHASE SERVICES

Advise the City on the appropriate response to bidder's technical questions. Prepare plans, specifications and/or quantity estimates to be issued as addendums as the City determines appropriate. Willdan will provide construction bidding phase services during the contract advertising period as follows:

1. Attend pre-bid meeting
2. Assist in Analysis of Bids, as necessary.
3. Log questions and responses to bidders' questions regarding the bid documents.
4. Evaluate need for addendum to bid documents to answer questions raised and prepare addendum if required.

Deliverables:

Addendums, as necessary
Log of bidder inquiries

ENGINEERING SUPPORT SERVICES

TASK 10 – PRE-CONSTRUCTION MEETING AND JOB-SITE MEETINGS

Attend the pre-construction meeting, job walk, and job-site meetings as required over the course of the construction schedule.

TASK 11 – RESPOND TO REQUESTS FOR INFORMATION AND SUBMITTALS

Provide response to contractor's requests for information (RFI) about the plans and specifications forwarded to Willdan by the City. This task includes conferring with the City's Construction Manager regarding the RFI as appropriate. Regularly scheduled construction observation is specifically excluded from this scope of work. It is assumed that ten RFI's will be responded to.

Deliverables:

Log requests for information and provide responses

TASK 12 – DESIGN ENGINEER'S FILE

Design Engineer's File: Willdan will compile a Design Engineer's File that will include items of interest such as relevant design calculations, field notes, design survey data, relevant correspondence and the worksheets developed for the material quantity takeoffs necessary for cost estimating.

Deliverables:

Provide Design Engineer's File

TASK 13 – CONSTRUCTION REVISIONS (Optional Task - TBD) - Excluded from Base Fee

Upon written authorization from the City, provide engineering design services for revisions to construction documents resulting from changed field conditions. A detailed scope and fee estimate for each revision will be submitted to the City for approval (fees excluded from this scope and estimate). Specific fee authorization is required from the City prior to commencement of work on each revision. Subsequent Change Order documentation and processing will be prepared by the City's Construction Manager and is not included in this scope of work. **(Effort To Be Determined, No estimate provided at this time.)**

Deliverables:

Provide revised construction documents

TASK 14 – PREPARE RECORD DRAWINGS (AS-BUILTS)

Within 60 days following the completion and acceptance of the Project, furnish City a complete set of revised original tracings showing as-built conditions on Mylar. Revisions will be solely based on as-built information provided by the City's Construction Manager and the Contractor. Willdan assumes no responsibility for the accuracy of the information provided by the City's Construction Manager and the Contractor.

Deliverables:

Furnish a complete set of original record drawings on Mylar with electronic copy in AutoCAD format.

W WILDAN Engineering
your
your
your

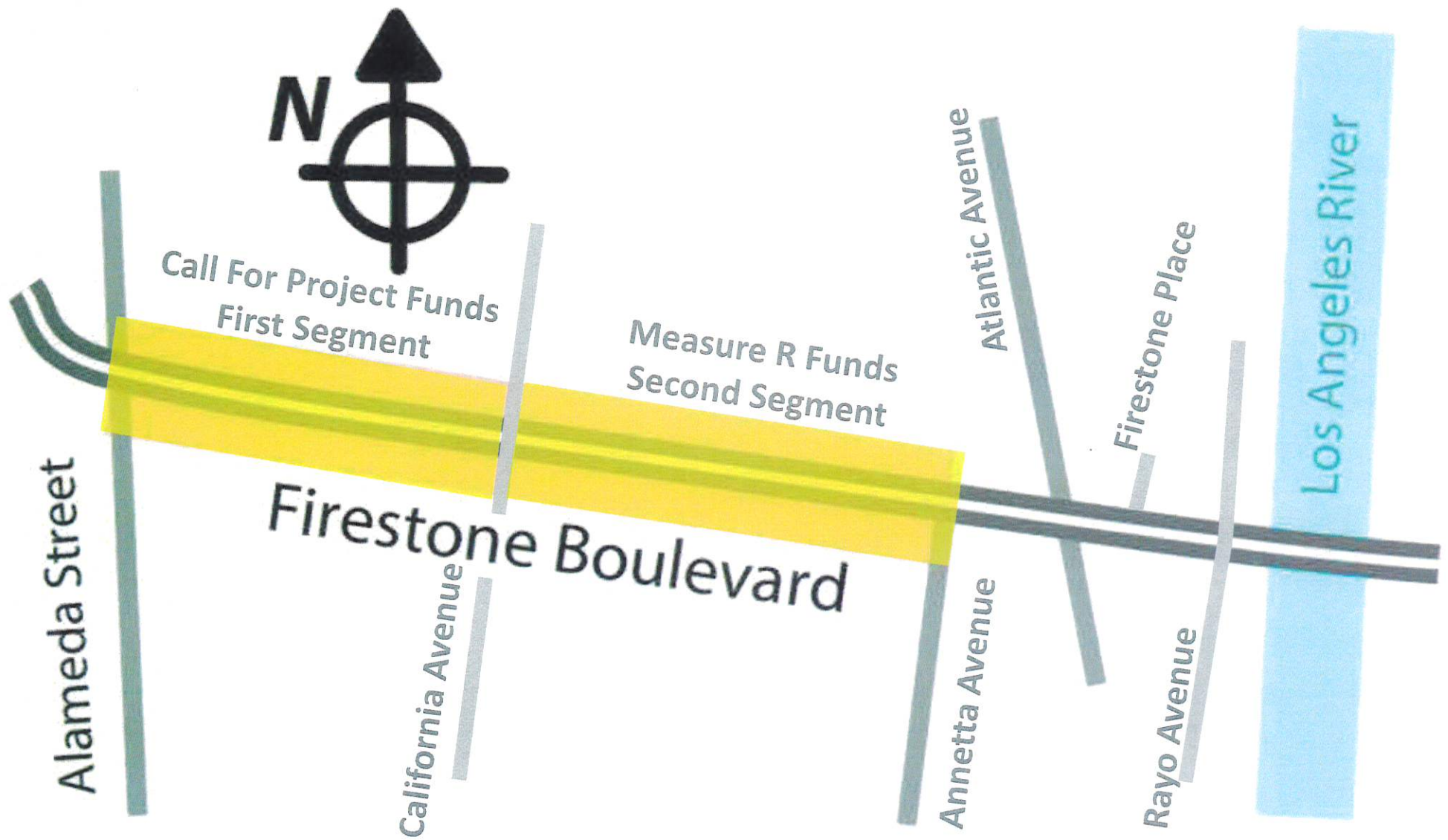
Summary Fee Proposal By Task and Staff Classification
City of Sonoma
Firestone Boulevard Regional Corridor Capacity Enhancements, from Alameda Street to Hunt Avenue, Metro Call for Projects ID No. F3124, City Project No. 476-T06

[illegible]

Aspirin and the blood-thinning drug Coumadin are the most commonly prescribed drugs for heart disease. But a new study suggests that the combination of the two may be more effective than either drug alone in preventing heart attacks and strokes. The study, published in the *Journal of the American Medical Association*, found that patients who took both drugs had a 25% lower risk of dying from heart disease than those who took only one of the drugs. The study also found that the combination of the two drugs was more effective in preventing heart attacks and strokes than either drug alone. The study was conducted by researchers at the University of California, Los Angeles, and the results were published in the *Journal of the American Medical Association* in the March 19, 1997 issue.

ENGINEERING DESIGN SERVICES - ALL

		<i>Firestone Boulevard Regional Corridor Capacity Enhancement (476-TRF)</i>		
#	CONSULTANT	TOTAL COST	EST. TOTAL HOURS	AVG. COST PER HOUR (W/O SUB)
1	Willdan Engineering	\$847,813	5966	\$142
4	URS Corporation	\$827,565	5837	\$142
4	JMD	\$888,729	6129	\$145
8	APA Engineering	\$895,056	7152	\$125
AVERAGES:		\$864,791	\$6,271	\$138



Project Construction Impacted Area

FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT

	Call for Project	City Funds	Prop C LR	Measure R (MOU)	Measure R LR	Total Budget
Total Project Budget	\$ 1,025,368	\$ 211,267	\$ 417,219	\$ 984,497	\$ 1,500,000	\$ 4,138,351
Design Phase	\$ 60,277		\$ 70,186	\$ 42,294		\$ 172,757
Amendment 6 Willdan	\$ 17,900			\$ 17,875	\$ 5,000	\$ 40,775
Construction Contract	\$ 761,000	\$ 146,000	\$ 172,000	\$ 814,083	\$ 1,224,371	\$ 3,117,454
CCO NO. 1	\$ 80,000	\$ 9,000	\$ 143,000	\$ 60,000	\$ 20,000	\$ 312,000
Construction Contingencies			\$ 8,000			\$ 8,000
Construction Management	\$ 44,000	\$ -	\$ 24,000	\$ 50,043	\$ 90,000	\$ 208,043
Amendment 1 FCG		\$ 11,000			\$ 18,288	\$ 29,288
Other Costs*	\$ 62,191	\$ 45,267	\$ 33	\$ 202	\$ 142,341	\$ 250,034
Total Project Costs	\$ 1,025,368	\$ 211,267	\$ 417,219	\$ 984,497	\$ 1,500,000	\$ 4,138,351

*Misc. Costs include items such as staff time, project management, field operation costs, etc.

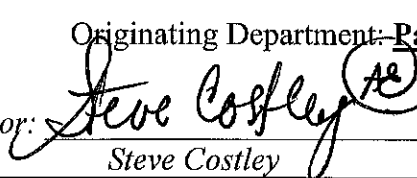
City of South Gate
CITY COUNCIL

AGENDA BILL

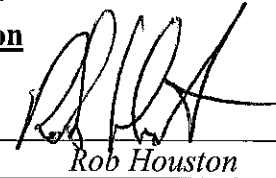
For the Regular Meeting of: **March 26, 2024**

Originating Department: **Parks and Recreation**

Department Director:


Steve Costley

City Manager:


Rob Houston

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2023-58-AC WITH EXECUTIVE MANAGEMENT SECURITY, INC., TO EXTEND THE TERM OF THE AGREEMENT FOR PROFESSIONAL UNARMED SECURITY SERVICES AT VARIOUS CITY PARKS

PURPOSE: To approve Amendment No. 1 to Contract No. 2023-58-AC ("Agreement") with Executive Management Security, Inc., to extend the term and compensation of the agreement for professional unarmed security services which will continue ensuring a safe, secure, and welcoming environment for park visitors, by deterring criminal activity, responding to emergencies, conducting patrols, enforcing park rules, and assisting visitors at various City parks.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 1 to Contract No. 2023-58-AC with Executive Management Security, Inc., extending the term of the Agreement up to and including June 30, 2024; and
- b. Approving the appropriation of \$95,321.25 in General Fund monies to compensate for services already rendered and to continue services until June 30, 2024.
- c. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: The impact to the General Fund will total \$95,321.25 which accounts for five past due payments totaling \$36,491.25, in addition to \$58,830.00 to continue the service until June 30, 2024.

BACKGROUND: On May 4, 2023, the City of South Gate entered into an agreement with Executive Management Security, Inc., to supplement services by providing unarmed security guards for all parks. The term of the Agreement was for a period of one year or until project completion, unless otherwise expressly extended and agreed to by both parties or terminated by either the consultant or the City.

The existing number of Park Rangers continues to be insufficient to ensure adequate coverage. Extending the services of Executive Management Security, Inc., will supplement the needed coverage.

ATTACHMENTS: A. Proposed Amendment No. 1
B. Contract No. 2023-58-AC

**AMENDMENT NO. 1 TO CONTRACT NO. 2023-58-AC FOR
PROFESSIONAL UNARMED SECURITY SERVICES BETWEEN
THE CITY OF SOUTH GATE AND EXECUTIVE MANAGEMENT
SECURITY, INC.**

This Amendment No. 1 to Contract No. 2023-58-AC for Professional Security Services ("Agreement") is made and entered into on March 26, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Executive Management Security, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City does not have the personnel able and/or available to perform the services required under this Agreement;

WHEREAS, Consultant warrants to the City that it has a pool of individuals with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement;

WHEREAS, on May 3, 2023, City and Consultant executed Contract No. 2023-58-AC for Professional Services, in an amount not to exceed Forty-Nine Thousand Dollars (\$49,000); and

WHEREAS, City and Consultant desire to execute Amendment No. 1 to Contract No. 2023-58-AC for Professional Unarmed Security Services in an amount not to exceed **Ninety-Five Thousand Three Hundred Twenty-Two Dollars (\$95,322)**, under the terms and conditions of the Agreement and Amendment No. 1, bringing the aggregate total of the Agreement and Amendment No. 1 to **One Hundred Forty-Four Thousand Three Hundred Twenty-Two Dollars (\$144, 322)**.

NOW, THEREFOR, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 COMPENSATION. The total amount of compensation for Amendment No. 1 shall not exceed the sum of Ninety-Five Thousand Three Hundred Twenty-Two Dollars (\$95,322). City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement and Amendment No. 1. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager.

1.1.1 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 the Consultant of its obligations under this agreement.

1.1.2 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

1.2 TERM OF AGREEMENT. This Agreement will remain in effect through and including June 30, 2024, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

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. CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT. In accordance with California SB 1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure of political contributions totaling more than two hundred fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning a contract has been made, must be filed. Therefore, the City requires that Consultant fill out and submit the California Levine Act Disclosure Statement form available on the City website and file it with the City Clerk's Office prior to the approval of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

DRAFT

EXECUTIVE MANAGEMENT
SECURITY, INC

By: _____
Eddie Delgadillo, President

Dated: _____

ATTACHMENT B**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF SOUTH GATE AND EXECUTIVE MANAGEMENT
SECURITY, INC.**

This Agreement for Professional Services for Security Services ("Agreement") is made and entered into on May 4, 2023, by and between the City of South Gate, a municipal corporation ("City"), and Executive Management Security Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to Security Services; and

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

WHEREAS, based on such representation, City desires to contract with Consultant to perform the services as described in the Scope of Services attached hereto as Exhibit "A" of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of THIRTY-THREE DOLLARS AND FIFTY CENTS (\$33.50) PER HOUR ON REGULAR TIME AND FIFTY-FIVE DOLLARS (\$55.00) PER HOUR FOR OVERTIME as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the City Manager or his designee. **THE TOTAL AMOUNT OF THIS AGREEMENT SHALL NOT EXCEED FORTY-NINE THOUSAND DOLLARS (\$49,000).**
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.

- 2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice.
- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of MAY 8, 2023, and will remain in effect for a period of ONE year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein. Under no circumstances shall the services provided exceed the amount of this Agreement in Section 2.
4. **CITY AGENT.** The CITY MANAGER, or his designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

6.2 Termination for Cause.

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

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

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

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

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

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

6.4 Non-Discrimination.

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

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

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

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

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

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

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

6.7 Compliance with Applicable Law. Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.

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

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

prescribed by this Agreement.

6.8.2 Indemnification of CalPERS Determination - In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as, for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

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

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

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

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

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

6.11 Legal Construction.

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

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

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

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

6.12 Counterparts. This Agreement may be executed in counterparts and as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

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

6.14 Corrections. In addition to the above indemnification obligations, Consultant

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

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

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

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

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

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

6.20 Entire Agreement and Amendments. This Agreement constitutes the whole agreement between City and Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or

information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.

6.21 Notices. Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

City of South Gate
Chris Jeffers, City Manager
8650 California Avenue
South Gate, CA 90280
Email : cjeffers@sogate.org
TEL: (323) 563-9503

WITH COURTESY COPY TO:

City of South Gate
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email : yglaze@sogate.org
TEL: (323) 563-9511

TO CONSULTANT:

Executive Management Security, Inc.
Eddie Delgadillo
1441 Huntington Drive #1590
South Pasadena, CA 91030

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

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

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

7. EFFECTIVE DATE. The effective date of this Agreement is May 8, 2023, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: Ch JM
Chris Jeffers, City Manager

Dated: _____

ATTEST:

By: Y
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

EXECUTIVE MANAGEMENT SECURITY, INC.:

By: Eddie Delgadillo
Eddie Delgadillo, President

Dated: 5-9-23



2023 Security Proposal



Executive Management Security, Inc.

May 8, 2023

Steve Costley
9520 Hildreth Ave
South Gate, CA 90280

Steve:

Thank you for allowing us the opportunity to present our security service proposal. Our company's reputation as having the best quality service is a direct result of the individual attention and custom modifications we make and deliver to all of our clients.

Executive Management Security provides highly trained and motivated security guards on a consistent basis. Our security officers have extensive years of training and experience and take pride in ensuring that our client's properties are secure.

We welcome the opportunity to make you our client and partner.

I look forward to working with you in the near future. Please reach out to me if you have any questions or require clarification.

Sincerely,

Eddie Delgadillo
President
(626) 616-4438



Executive Management Security, Inc.

Executive Management Security, Inc.
Commercial Security Services

TABLE OF CONTENTS

Statement of Company Qualifications.....	2
Company Information.....	2
Employment & Hiring.....	3
Training.....	4
Uniform Attire.....	5
Security Deployment Strategies.....	5/6
Cost of Service.....	7
Payment and Terms.....	7
Bureau of Security and Investigative Services Certificate.....	8
Certificate Liability Insurance.....	9
Organizational Chart	10
Covid-19 Safety Plan.....	11



Executive Management Security, Inc.

Statement of Company's Qualifications

Executive Management Security, Inc., in South Pasadena, CA, is a leading provider of unarmed security guards. Our management team has provided professional security services to local cities, business executives, celebrities, foreign dignitaries, politicians, individuals, and residential and commercial owners for over twenty-five years. We are an elite security management company with the highest security, safety, and customer service standards. Our management team tailors our services to the unique needs of each client.

At Executive Management Security, our staff takes satisfaction in helping our clients. We welcome the opportunity to make you our client.

Company Information

Executive Management Security, Inc.
1441 Huntington Drive #1590
South Pasadena, California 91030
Office: (800) 686-6353
www.execmgmtsec.com

Executive Management Security, Inc. was founded in 2014. The company is incorporated in the State of California.

Organizational Chart

See attached Organizational Chart (Page 10)



Executive Management Security, Inc.

Employment & Hiring

All personnel actions including recruitment, selection, promotion, and discipline are made without regard to a person's disability, race, color, religion, sex, national origin, and age or veteran status. Executive Management Security complies with appropriate federal and state laws.

Executive Management Security Inc., utilizes various resources for the recruitment of personnel. In order to maintain a tenured and consistent workforce, we hire employees near each of our job sites.

Executive Management Security, Inc. has a four-step selection process for bringing on board qualified security guards.

Application

The application process allows our team to review and screen for qualified applicants in order to move forward in the recruitment process. Prior security guard and customer service experience are highly recommended and/or required depending on the scope of the role.

In-person Interview

Interviews are conducted by the company's senior management team to ensure applicants meet the skills and qualifications required to perform the role.

References, Background Check, and Offer

Once a candidate has been selected for the position, his or her professional references are contacted. We also verify candidates' employment history, including requesting information on job performance, strengths, and weaknesses. An offer is extended to successful candidates.

On-boarding & Placement

The final stage of the hiring process is a welcome interview with the president of the company and completion of the new hire package which includes the 1-9 verification and a copy of key policies. The employee will be placed in an account in which his/her experience and knowledge will fulfill the client's needs and expectations.



Executive Management Security, Inc.

Training

We have an outstanding record of success in providing exceptional service to our clients, customers, and partners. Our team members are provided with the following:

Customer Service: A four-hour interactive course in customer service skills necessary to prepare them for real-life scenarios including how to deal with difficult customers and/or situations. To ensure active participation, team members engage in role-playing and group activities. We focus on their customer service skills; given our presence in the field, we work very hard to ensure that our team is always ready to display a positive approach and a professional appearance.

Some of the topics covered in our training include:

- Conflict Management
- De-escalation
- Communication
- High Image Standards
- Quick guide on "Do's and Don'ts"

Active Shooter: Employees participate in a *one-hour active shooter training course* that covers the topics below:

- Warnings of signs of potential workplace violence
- How to prepare themselves for a threatening situation
- Recognizing signs that an active threat is near
- Options to take if confronted with a workplace shooter and execution of the plan.
- What to do when the police arrive on the scene

Harassment and Discrimination Training: Executive Management Security, Inc. provides a workplace free of harassment of employees by other employees, supervisors, managers, customers, visitors, vendors, or others doing business with or for the company, including harassment based on race, religious creed, color, national origin, religion, sex (including gender, sexual orientation, gender identity, and gender expression), age, ancestry, physical disability, mental disability, medical condition, marital status, registered domestic partner status, genetic characteristics or genetic information, pregnancy or childbirth, political activities or affiliations, citizenship status (except as may be required by law), or military or veteran status, or any other category protected by law. Executive Management Security, Inc. considers such harassment an act of misconduct that may subject an individual to disciplinary action, up to and including immediate termination. All supervisors and managers are responsible for implementing and monitoring compliance with this policy.

Executive Management Security, Inc. provides training to management as required by the State of California.



Executive Management Security, Inc.

Uniform Attire

We ensure our staff represents professionalism and uniformity at our job sites. Executive Management Security, Inc. will ensure that our staff is equipped with the proper uniforms and equipment to do their job well and safely. Executive Management Security, Inc. supplies our staff with black uniform shirts and black pants to ensure a professional appearance. Below is an outline of our uniform requirements. Security uniforms can be modified to address the needs of the client.

- Black Trousers
- Black Security Polo
- Black Belt
- Black Shoes

Security Deployment Strategies

Patrol and monitor public use of the City of South Gate, ten parks by vehicle, or on foot. General principles and practices of park patrol and security.

Job Duties

- Educate and advise the public on standards of safety and cleanliness by explaining and enforcing park policies, regulations, and City ordinances relating to park and facility use.
- Open and secure park facilities, restrooms, gates, and trails.
- Ensure facilities are available for use and in a safe and clean condition; report problems concerning safety, security, sanitary conditions, and maintenance needs.
- Provide polite courteous service to members of the public; respond to requests for service or provide referrals to other departments as appropriate.
- Coordinate with South Gate staff on the use of picnic shelters, sports fields, and other park amenities to post reserved signs, and resolve conflicts and compliance issues. The guest must present a valid permit.
- Update daily patrol logs; complete maintenance logs daily, incident, vehicle accident, and employee injury reports, or other required reports as necessary.
- Investigate complaints and disputes in Community Services parks and facilities. needed; act as a courier when required.
- Assist with City and Department sponsored community events, including supervision, event patrol, parking control, and set-up/break-down.
- Follow safe working practices and make appropriate use of related safety equipment as required.



Executive Management Security, Inc.

- Document abandoned property, document incidents of graffiti and vandalism, and take a clear photograph.
- Write log entries, reports, and messages; complete forms and records; maintain records and files on work performed.
- Communicate effectively both verbally and in writing, and establish cooperative working relationships with City staff and the public.
- Safely follow directions; take appropriate courses of action in emergencies.
- Perform related duties and responsibilities as required

Conduct

- Exercise tact, self-restraint, and good judgment in stressful encounters and situations.
- Anticipate and solve problems. Deescalate situations **DO NOT** contribute to them.
- Operate a motor vehicle in a safe and professional manner. (*Refer to EMS Driving Policy*)
- Operate mechanical and electronic equipment, cell phones, BWC, and company-related equipment.

Notifying Authorities

- Communicate with law enforcement, as needed Via cell phone or in person, and respond to low-level calls for service in parks and recreational facilities.
- If you encounter an injury or illness notify the proper authorities.
- Identify, **DO NOT** remove, transport, or dispose of hazardous materials, hypodermic needles, and/or other drug paraphernalia – CONTACT PD to respond.

We consider our management team's expertise and effectiveness to be one of our key differentiators. Our management team will be available to develop custom requirements, procedures and answer any questions you may have. A supervisor will be assigned to the location to ensure overall contract compliance and performance evaluation of the on-site team. The same guards will be sent consistently to the account. However, a trained and familiar substitute will be necessary from time to time and the business will ensure that detailed policies and procedures about the job are forwarded to substitute guards by the supervisor.



Executive Management Security, Inc.

Cost of Service

Executive Management Security, Inc. has a thorough and complete understanding of the work to be accomplished and can provide the below-listed rate to cover your residence.

Specification	Security Guard Rate	Overtime Rate
Security Unarmed Guard	\$37.00 per hour	\$55.50 per hour

Executive Management Security will cover all guard/vehicle/maintenance/fuel costs.

The City of South Gate will not be responsible for any additional cost.

Executive Management Security Inc., recognizes the following federal holidays and our guards are to be compensated one and one-half times the employee's regular rate of pay for all hours worked on the following days:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

There is a 5-hour minimum per guard, per shift worked. If the need to cancel arises, the client shall cancel any manpower request, at least twelve (12) hours prior to the beginning of the assignment. Failing to do so will result in the client paying a 5-hour minimum per each scheduled guard as if the guard had worked 5 hours.

Payment and Terms

Unless paid in advance, all charges shall be due and immediately payable upon submission of each invoice. If payment is not received within thirty (60) days of the invoice, the client shall pay two and one-half percent (2.5%) per month interest, as a finance charge on any and all late payments.

Executive Management Security, Inc.



Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO17745
Receipt No. 9404

Valid Until: 04/30/2024

EXECUTIVE MANAGEMENT SECURITY
1441 HUNTINGTON DRIVE #1590
SOUTH PASADENA, CA 91030



----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WPFPD 10/2015

Remove your new Pocket License
from the receipt portion and carry it
with you at all times.

(Please cut along the dotted lines)

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO17745 Expiration 04/30/2024

QM, OWN OF
EXECUTIVE MANAGEMENT SECURITY
EDWARD DELGADILLO
1441 HUNTINGTON DRIVE #1590
SOUTH PASADENA, CA 91030

Receipt No.
9404

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

IMPORTANT

1. Include your license number on any correspondence you send the Bureau regarding your private patrol operator license.
2. Changes to your address or name must be reported to the Bureau within 30 days. See the Bureau's website for information on how to report these changes.
3. If license is lost or stolen, you can apply for a replacement card. See the Bureau's website for application form.
4. Please carry the pocket license with you.

License No.	Expiration Date	Receipt No.
PPO17745	04/30/2024	9404
EXECUTIVE MANAGEMENT SECURITY		

This is your RECEIPT.

Please save for your records.

1204 GERT049.000115

1204 GERT049.000115

Executive Management Security, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2023

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 Business World Insurance Agency 7800 University Ave A-1 La Mesa CA 91842		CONTACT NAME: Nick Smadi PHONE (A/C, No., Ext.): (619) 773-1100 FAX (A/C, No., Ext.): (619) 773-1101 E-MAIL: Nick.smadi@insuremefree.com ADDRESS:															
INSURED EXECUTIVE MANAGEMENT SECURITY PPO# 17745 1441 HUNTINGTON DRIVE #1590 SOUTH PASADENA CA 91030		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: COVINGTON SPECIALTY INS CO</td> <td>13027</td> </tr> <tr> <td>INSURER B: UNITED FINANCIAL GAS CO</td> <td>11770</td> </tr> <tr> <td>INSURER C: NORGUARD INS CO</td> <td>31470</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: COVINGTON SPECIALTY INS CO	13027	INSURER B: UNITED FINANCIAL GAS CO	11770	INSURER C: NORGUARD INS CO	31470	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: COVINGTON SPECIALTY INS CO	13027																
INSURER B: UNITED FINANCIAL GAS CO	11770																
INSURER C: NORGUARD INS CO	31470																
INSURER D:																	
INSURER E:																	
INSURER F:																	

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

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOG <input type="checkbox"/> OTHER		VBA897462 00	01/28/2023	01/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E&A occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		00835928-0	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (E&A accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	EXWC380515	09/20/2022	09/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER PROOF OF INSURANCE	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
---	--

ACORD 25 (2016/03)

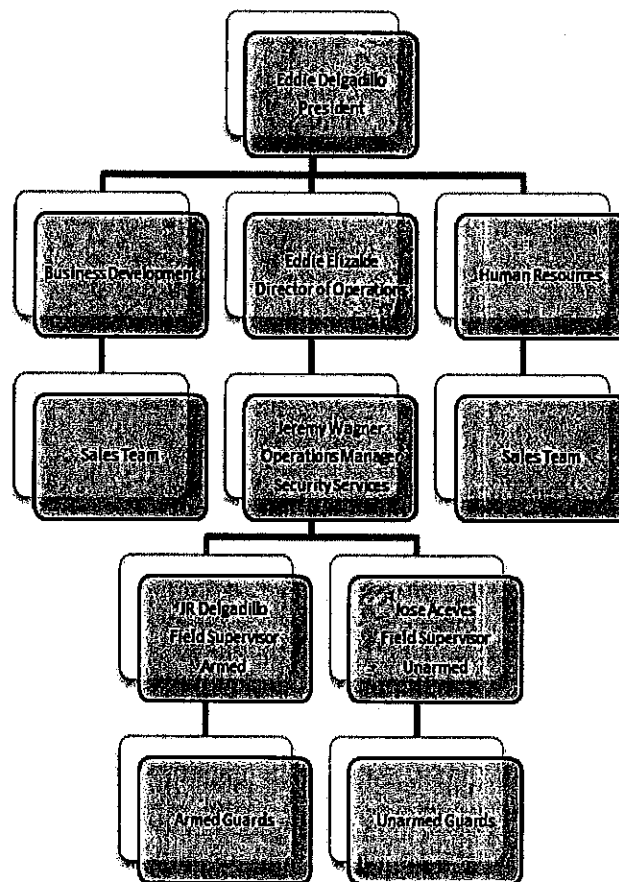
The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

Executive Management Security, Inc.



Executive Management Security, Inc. Organizational Structure





Executive Management Security, Inc.

Covid-19 Safety Plan

Businesses and events are having to adjust to this “new normal.” We, at Executive Management Security Inc., are ready to provide you with our elite security service with a new approach in response to Covid-19.

Executive Management Security, Inc. makes it a top priority to ensure the safety and well-being of our employees, your clients, staff, and properties. As a result of COVID-19, Executive Management Security, Inc. has implemented numerous safety measures and is taking daily proactive steps to ensure our security teams and office personnel are operating in a safe environment. All projects and job site security officers, no matter the location or size, are adhering to the Centers for Disease Control and Prevention, OSHA, and local health department guidelines.

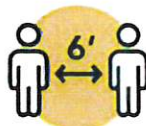
LA County Road to Recovery

RISK OF COVID-19 REMAINS HIGH

FOLLOW INFECTION CONTROL PRACTICES AT ALL TIMES



WEAR
cloth face coverings
when around others
outside your home



MAINTAIN
Physical Distancing
of 6 feet



WASH
your hands
frequently &
for 20 seconds



AVOID
touching your face
with unwashed hands



SELF-ISOLATE
for 10 days + 3 days
after you are
symptom-free (if you
have or are likely to
have COVID-19)



SELF-QUARANTINE
for 14 days if you are
exposed or in close
contact with an
infected person

For more information, visit: publichealth.lacounty.gov/coronavirus



MAR 21 2024

8:40 AM

City of South Gate

CITY COUNCIL

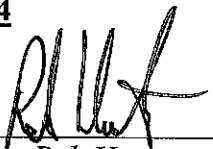
AGENDA BILL

For the Regular Meeting of: March 26, 2024Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Rob Houston

SUBJECT: AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES WITH WILLDAN ENGINEERING, INC. FOR THE WATER MAIN REPLACEMENT-PHASE I, CITY PROJECT NO. 689-WTR

PURPOSE: To award a professional services agreement to Willdan for construction management and inspection services for the Water Main Replacement Project.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving an Agreement with Willdan to provide construction management and inspection services for the Water Main Replacement – Phase I, City Project No. 689-WTR, in an amount not-to-exceed \$328,342; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The proposed Agreement is in the amount of \$328,342, which will be funded with Water Funds budgeted in the Fiscal Year 2023/24 Capital Improvement Program.

ANALYSIS: The Water Main Replacement Project, City Project No. 689-WTR (“Project”) is part of the Capital Improvement Program. On February 27, 2024, the City Council awarded a construction contract for the construction of the Project. Construction is scheduled to start in April 2024 and be completed in six (6) months. Construction requires over 3,000 hours of effort to manage and inspect. The Department of Public Works does not have the staffing resources to undertake such an effort. As such, a construction management and inspection services consultant is required to manage the construction of this Project.

Willdan is recommended for the contract. Willdan originally submitted a proposal in the amount of \$343,892. In accordance with the Request for Proposal (“RFP”), staff negotiated the fee proposal to \$328,342. The negotiated proposal provides for the needed services for the Project.

BACKGROUND: The City owns and operates a municipal water system that provides drinking water to approximately 90% of the City residents and businesses. The municipal water system maintains approximately 135 miles of pipeline throughout the City. Some of the water pipelines in the system have aged and need to be replaced.

The Project will replace water pipelines on Tweedy Boulevard, State Street, Elizabeth Avenue, Minnesota Avenue, Wisconsin Avenue, and Michigan Avenue (see Attachment B). Approximately 7,000 feet of new piping and 190 water meters will be installed to replace aging, unlined cast iron pipe mains that have reliability issues and have experienced breaks and leaks. The new mains will be larger in diameter which will provide sufficient fire flow to critical facilities.

On January 2, 2024, an RFP was issued to five (5) qualified consultants. On January 24, 2024, four (4) proposals were received as summarized below.

Consultant	Fee Proposal
Willdan	\$343,892
Cannon Corp.	\$387,910
TYLin	\$528,226
KOA	\$619,338

A panel consisting of Chris Castillo, Interim Deputy Director of Public Works and Derwin Dy, Principal Civil Engineer – Water Resources Section Manager, evaluated the proposals. All four (4) consultants met the qualifications criteria which included construction manager, inspector experience, and labor compliance. The panel interviewed all consultants. Willdan received the highest ranking from the panel and is recommended for the contract.

Based on the qualification and experience criteria, Willdan provides the following benefits to the project:

- **Competitive Fees** – Willdan’s fee proposal was negotiated to a reasonable fee.
- **Experienced Construction Manager** – The Construction Manager has over 20 years of experience.
- **Qualified Staff** – Willdan offers a qualified team with experience, knowledge, and professionalism for this Project. Willdan has licensed engineers, construction and program managers, inspectors, office engineers, technicians, and administrative support to manage the City’s project.
- **Qualified Team** – Willdan’s in-house team will provide special inspections, if necessary, testing and labor compliance. The inspector and the alternate inspector have over 33 and 42 years of experience in the water industry, which provides a unique ability to ensure the Project is constructed in accordance with the plans and specifications.
- **Similar Projects** – Willdan’s core specialties are construction management and inspection of Public Works projects. Willdan has completed numerous projects of similar scope. Similar projects have been successfully completed in the cities of South Gate, Downey, Lakewood, Brea, and Ridgecrest.

The proposed agreement is in the amount of \$328,342. The scope of work consists of

construction administration, construction inspection, labor compliance, materials testing services and compliance with local and state requirements.

ATTACHMENTS: A. Proposed Agreement (including Exhibit A)
B. Location Map

DD:lc

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR THE WATER
MAIN REPLACEMENT – PHASE 1, CITY PROJECT NO. 689-WTR
BETWEEN THE CITY OF SOUTH GATE AND WILL DAN**

This Agreement for Professional Services for Services (“Agreement”) is made and entered into on March 26, 2024 by and between the City of South Gate, a municipal corporation (“City”), and Willdan, a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to Construction Management and Inspection Services for the Water Main Replacement Phase I, City Project No. 689-WTR;

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

WHEREAS, based on such representation, City desires to contract with Consultant to perform the services as described in the Scope of Services attached hereto as Exhibit “A” of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit “A” attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Three Hundred Twenty-Eight Thousand Three Hundred Forty-Two Dollars (\$328,342)** as described in Consultant’s proposal attached hereto as Exhibit “A.” City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Assistant City Manager/Director of Public Works or his/her designee.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant’s office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.
 - 2.2 Consultant shall be paid in accordance with the schedule included in Consultant’s proposal attached hereto as Exhibit “A.” City shall pay Consultant within thirty (30)

days of receipt of the invoice.

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

3. TERM OF AGREEMENT. This Agreement is effective as of March 26, 2024, and will remain in effect for a period of one (1) year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. CITY AGENT. The Assistant City Manager/Director of Public Works ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.

5. CONFLICT OF INTEREST. Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.

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

6. GENERAL TERMS AND CONDITIONS.

6.1 Termination for Convenience. City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

6.2 Termination for Cause.

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

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

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

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

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

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the federal, state, and county and the City governments. Consultant will take

affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.1 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 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

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

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

6.5.2 Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than \$1,000,000 per occurrence/accident for bodily injury and property damage liability. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City.
- b. Name and list as additional insured the City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

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

6.7 Compliance with Applicable Law. Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.

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

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

6.8.2 Indemnification of CalPERS Determination - In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as, for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification

of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

- 6.9.1** All services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- 6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- 6.9.3** Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.
- 6.9.4** Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.

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

6.11 Legal Construction.

- 6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.
- 6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- 6.11.3.** The article and section, captions and headings herein have been inserted for

convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

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

6.12 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

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

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

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

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

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

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

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

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

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

6.21 Notices. Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

City of South Gate
Arturo Cervantes, Asst City Engineer/Director of PW
Public Works Department
8650 California Avenue
South Gate, CA 90280
E-mail: acervantes@sogate.org
Telephone No.: (323) 563-9567

WITH COURTESY COPY TO:

City of South Gate
Yodit Glaze, City Clerk
City Clerk's Office
8650 California Avenue
South Gate, CA 90280
E-mail: yglaze@sogate.org
Telephone No. (323) 563-9511

TO CONSULTANT:

Willdan
Chris Baca
Director of Construction Management and Inspection Services
13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CA 91746
E-mail: cbaca@willdan.com

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

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

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

7. CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT. In accordance with California SB 1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure of political contributions totaling more than two hundred fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning a contract has been made, must be filed. Therefore, the City requires that Consultant fill out and submit the California Levine Act Disclosure Statement form available on the City website and file it with the City Clerk's Office prior to the approval of this Agreement.

8. EFFECTIVE DATE. The effective date of this Agreement is March 26, 2024, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

WILLDAN:

By: _____
Chris Baca, Director of Construction
Management and Inspection Services

Dated: _____

City of South Gate
FEE PROPOSAL
FOR
CONSTRUCTION MANAGEMENT AND INSPECTION
Water Main Replacement Phase I, CIP No. 689-WTR

TASK / CLASSIFICATION	CONSTRUCTION MANAGER/ RESIDENT ENGINEER	PUBLIC WORKS INSPECTOR	LABOR COMPLIANCE	TRAFFIC ENGINEER	UTILITY COORDINATION	CONCRETE TESTING	TOTAL COST
HOURLY RATE:	\$154	\$154	\$139	\$209	\$133	\$153	
TASK No. 1: Project Coordination (CM) ¹							
SUBTASK 1.1 - Preconstruction	40						\$7,640
SUBTASK 1.2 - Construction	360		120				\$85,440
SUBTASK 1.3 - Post Construction	40						\$7,640
SUBTASK 1.4 - Additional Construction Management (4 weeks)	60		20				\$14,240
SUBTASK 1.5 - Non-Working Days (10 days)	20		10				\$5,210
TASK No. 2: Construction Observation/Inspection ¹							
SUBTASK 2.1 - Preconstruction		24					\$3,624
SUBTASK 2.2 - Construction		960					\$144,960
SUBTASK 2.3 - Post Construction		40					\$6,040
SUBTASK 2.4 - Additional Construction Inspection (4 weeks)		160					\$24,160
SUBTASK 2.5 - Non-Working Days (10 days)		20					\$3,020
TASK No. 3: Traffic Engineer							
SUBTASK 3.1 - Review TCP				24			\$5,016
SUBTASK 3.2 - Construction Review/Meetings				32			\$6,688
SUBTASK 3.3 - Cat Tracking Review				16			\$3,344
TASK No. 4: Concrete Testing ⁴							
SUBTASK 4.1 - Concrete Cylinders & Compressive Strength Testing (\$1,000/EA)						\$6,000	\$6,000
TASK No. 5: Utility & Outside Agency Coordination							
SUBTASK 5.1 - Utility and Outside Agency Coordination					40		\$5,320
TOTAL TASK 1-5	520	1204	150	72	40	\$6,000	\$328,342.00

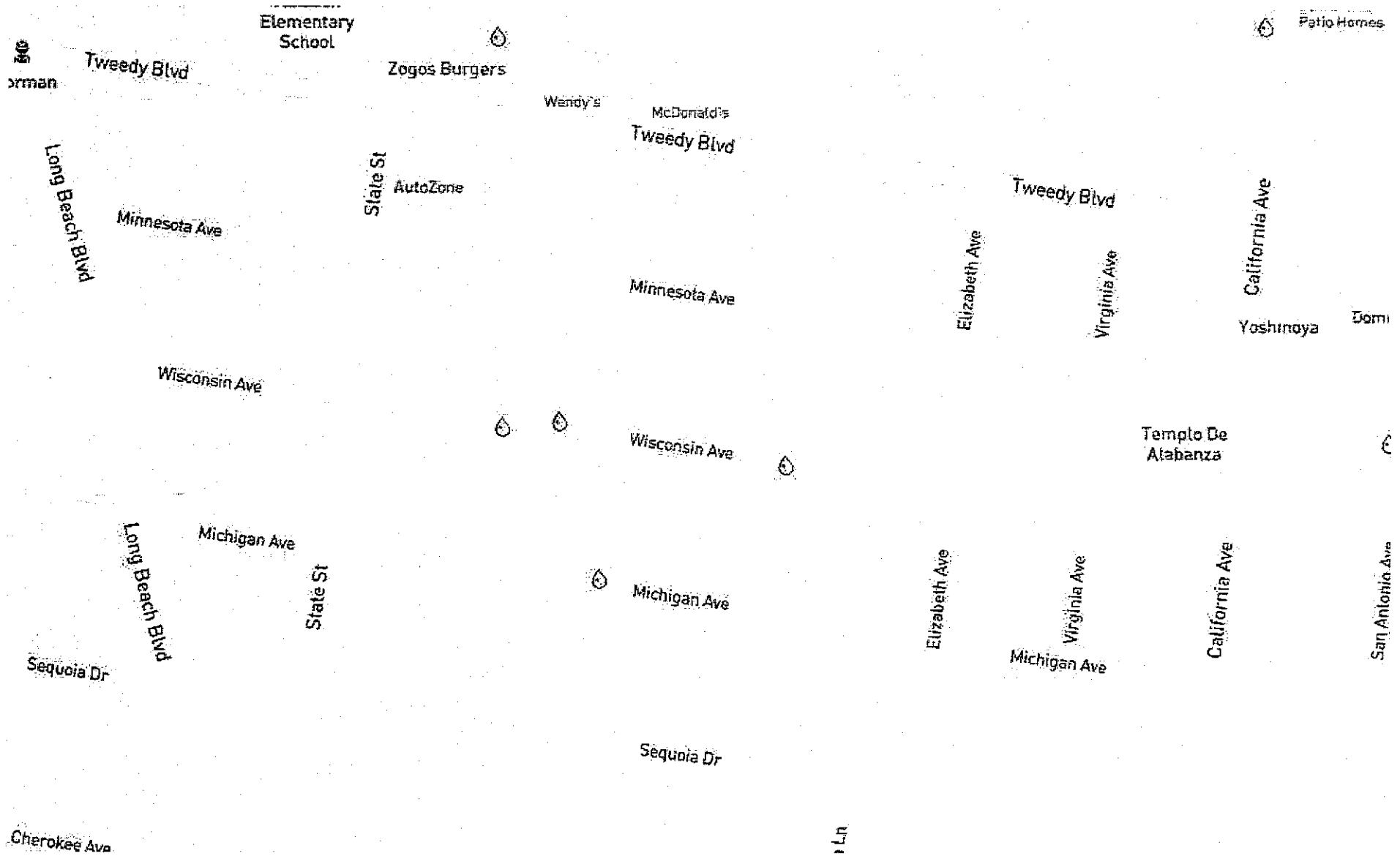
¹ Willdan's revised fee is based on the original 120 working day construction contract, with 20 additional days for contingency and 10 assumed non-working days due to weather. Additional services needed beyond this duration will be provided on a time-and-material basis at Willdan's standard hourly rates.


² Inspector hours are estimated and will be dependent upon the Contractor's final phasing and scheduling implementation.

³ Overtime inspection services are not included, but will be billed at 1.5 times normal hourly rate if required and may require adjustment to the approved budget. Work performed by support staff with titles not explicitly listed herein will be charged in accordance with Willdan's current 2023-2024 standard hourly rates.

⁴ Includes six sets of (6) 4" x 8" cylinders for breaks at the following milestones: (1) at 3-days, (1) at 7-days, (3) at 28-days and (1) hold.

Water Main Replacement Phase I



1" = 339 ft	Sub Title	01/30/2024	
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.			

MAR 21 2024

8:40 Am

City of South Gate

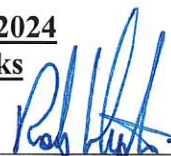
CITY COUNCIL

AGENDA BILLFor the Regular Meeting of: **March 26, 2024**Originating Department: **Public Works**

Department Director:


 Arturo Cervantes

City Manager:


 Rob Houston

SUBJECT: AGREEMENT WITH KOA CORPORATION FOR PROFESSIONAL ENGINEERING SERVICES FOR THE TWEEDY BOULEVARD COMPLETE STREETS PROJECT PHASE II, CITY PROJECT NO. 717-ST

PURPOSE: To award a professional services agreement to KOA Corporation ("KOA") to prepare design and construction documents for the Tweedy Boulevard Complete Streets Project, Phase II, City Project No. 717-ST ("Project").

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving an Agreement with KOA Corporation for Professional Engineering Services for the Tweedy Boulevard Complete Streets Project, Phase II, City Project No. 717-ST, in an amount not-to-exceed \$649,818;
- b. Authorizing the City Manager to administratively approve amendments to the Agreement with a cumulative total of \$100,000 to be funded with budgeted project contingency funds; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The proposed Agreement is in the amount of \$649,818. The design phase of the Project is budgeted in the Fiscal Year 2023/24 Capital Improvement Program to be funded as summarized below.

Project Services	Prop C	SB1	Measure M	Total
Proposed Agreement for Design Services	\$300,000	\$225,000	\$124,818	\$649,818
Contingency			\$100,000	\$100,000
Project Management			\$21,182	\$21,182
Total	\$300,000	\$225,000	\$246,000	\$771,000

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

ANALYSIS: The design phase of the Project has begun. A contract is needed to prepare design and construction documents. Staff completed a competitive selection process to secure a

consultant, and KOA received the highest ranking; therefore, KOA is being recommended for the contract.

The proposed contract amount was negotiated from \$873,578 to \$649,818. Several fee reductions were made to “right-size” the scope of work and fees to the needs of the Project. Those changes are as follows: (1) fees were reduced by \$69,700 by eliminating design tasks that were not necessary such as extensive environmental studies, reducing the number of outreach meetings from four to three, reducing the number of utility coordination hours, and the number of project management hours; (2) fees were reduced by \$68,135 by addressing overall design approach efficiency during conceptual design; and, (3) fees were reduced by \$85,925 by adjusting the amount of hours during construction support tasks. The revised fee proposal of \$223,760 is reasonable and within the acceptable industry standards.

The Project is partially funded with federal grant funds. As such, Caltrans requested that federal procedures be followed from the Local Assistance Procedures Manual. These Federal procedures provide that the City may only open the fee proposal of the selected consultant in response to a Request for Proposal (“RFP”) on federally funded projects. If the contract is successfully negotiated, then the remaining proposals cannot be opened and must be returned to the consultants sealed. On October 30, 2023, an RFP was released to over 20 qualified consulting firms. On November 30, 2023, proposals were received from KOA Corporation and BKF Engineers in the City Clerk’s Office. A technical panel composed of the City’s Senior Engineer, Principal Civil Engineer, and City Traffic Engineer reviewed the proposals and interviewed both consultants. The qualification-based selection process weighed a number of factors such as project manager and team qualifications, experience on similar projects and understanding of technical issues. Based on the ranking criteria, KOA received the highest ranking. Accordingly, the Public Works Department only opened KOA’s fee proposal as it was successfully negotiated.

BACKGROUND: Tweedy Boulevard is a regional corridor that is located on the south side of the City. It spans from Alameda Street to the Los Angeles River, and serves destinations such as the Tweedy Mile District, various schools, South Gate Park, and commercial and residential properties. The design of the corridor is in need of change to meet today’s needs.

There are several challenges existing within the corridor. Pedestrian safety is a public concern. Daily vehicle traffic and pedestrian volumes are over 26,000 and 461 per intersection, respectively. There are several unsignalized intersections with unprotected crosswalks needing additional improvements for safety. Speeding is a concern and is further exacerbated with a high frequency of intersections. There is a need to address this through improvements such as traffic calming measures. The condition of the street needs repair and rehabilitation. The bike access is also in need of improvement to enhance safety.

The City plans to begin construction of the Project in June 2024 to address the above mentioned issues in the road segment located within the Tweedy Mile. The Project was budgeted in the Capital Improvement Program to address the issues on the remainder of the corridor. The Project boundaries are on Tweedy Boulevard from Alameda Street to Dearborn Avenue and from Dorothy Avenue to the Los Angeles River. The Project budget is \$6.69 million, which is funded with local return and grant funds.

The Project proposes to continue to enhance pedestrian, bike and motorist safety, implement traffic calming measures and address issues of deferred maintenance, for the remainder of the corridor. The proposed improvements include high visibility crossing enhancements and corner bulb-outs, traffic calming devices at three uncontrolled crossings crosswalks, traffic signal improvements for pedestrian safety, ADA ramp upgrades, and road rehabilitation from Alameda Street to Dearborn Avenue and from Dorothy Avenue to the LA River. Improvements also include bike racks, bus shelters, trash receptacles, and street furniture to encourage pedestrian and bicycle use.

The Project will be designed with input from residents and businesses through a public outreach program that is yet to be developed. However, the typical outreach program includes information handouts, social media, email blasts, posts on the City website, visiting businesses on Tweedy Boulevard individually to solicit input, a public outreach meeting dedicated to residents and another one dedicated to businesses, and participation at a City Council Meeting. Outreach meetings will be done in person and virtually.

KOA provides the following benefits to the Project:

- **Experienced Consulting Firm** – KOA, a California Corporation, has more than 36 years of experience serving public agencies. KOA provides transportation engineering and planning, urban design and landscape architecture, structural and municipal engineering, planning services, right-of-way engineering, surveying and mapping, program management, and engineering management services. Currently, KOA is one of the Public Works Department on-call consultants; therefore, they are familiar with the City.
- **Qualified Staff** – KOA has more than 100 professional, technical and support staff members. The team selected for the Project is experienced and qualified.
- **Familiar with City Processes** – KOA is familiar with the City as they have worked on several capital projects for the City. KOA prepared the design and construction documents for the Tweedy Mile Complete Streets Projects; therefore, they understand the needs of the corridor, residents and businesses. Finally, KOA is under contract to provide as-needed engineering services to the Engineering Division for which they have over four years of experience.
- **Negotiated Competitive Fees** – KOA's original base fee proposal of \$873,578 was negotiated to \$649,818.

The design work for the Project is scheduled to start in April 2024 and be completed in twelve months.

ATTACHMENT: Proposed Agreement (including Exhibit A)

JL:lc

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE TWEEDY BOULEVARD COMPLETE STREETS,
PHASE II PROJECT BETWEEN THE CITY OF SOUTH GATE
AND THE KOA CORPORATION**

This Agreement for Professional Engineering Services for the Tweedy Boulevard Complete Streets, Phase II, City Project No. 717-ST ("Agreement") is made and entered into on March 26, 2024, by and between the City of South Gate, a municipal corporation ("City"), and KOA Corporation, a California limited liability 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 to prepare design and construction documents for the Tweedy Boulevard Complete Streets, Phase II City Project No. 717-ST; and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A." The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **Six Hundred Forty-Nine Thousand Eight Hundred Eighteen Dollars (\$649,818)** as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of Public Works.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case-by-case basis.
 - 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of

the invoice.

- 2.3** No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
- 3. TERM OF AGREEMENT.** This Agreement is effective as of March 26, 2024, and will remain in effect through December 31, 2026, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
- 4. CITY AGENT.** The Director of Public Works, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Public Works has the authority to provide that approval or authorization.
- 5. CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1** Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
- 6. GENERAL TERMS AND CONDITIONS.**
- 6.1 Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 Termination for Cause.**
- 6.2.1** The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

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

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

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

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

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that

subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby

understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change.”

- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

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

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

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

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

6.8.2. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest,

which would otherwise be the responsibility of City.

6.9 Consultant's Personnel.

- 6.9.1** All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- 6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- 6.9.3** Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- 6.9.4** Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

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

6.11 Legal Construction.

- 6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.
- 6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- 6.11.3** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving

questions of interpretation or construction.

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

6.12 Counterparts. This Agreement may be executed in counterparts and as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, 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.

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

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

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

and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

- 6.17 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.18 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.19 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.
- 6.20 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.21 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

City of South Gate
Arturo Cervantes, P.E.
Asst City Manager/Dir of Public Works
8650 California Avenue
South Gate, CA 90280
E-mail: acervantes@sogate.org

WITH COURTESY COPY TO:

City of South Gate
Yodit Glaze
City Clerk
8650 California Avenue
South Gate, CA 90280
E-mail: cavalos@sogate.org

TO CONSULTANT:

KOA Corporation
Giuseppe Canzonieri, P.E.
Principal/Director of Engineering
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
E-mail: gcanzonieri@hwlochner.com

- 6.22 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- 6.23 Consultation with Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.24 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.
- 7. EFFECTIVE DATE.** The effective date of this Agreement is March 26, 2024 and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

DRAFT

CONSULTANT:
KOA Corporation

By: _____
Giuseppe Canzonieri, P.E.
Principal/Director of Engineering

Dated: _____

SCOPE OF WORK – Updated 3/11/2024**TASK 1 – PROJECT MANAGEMENT**

Giuseppe Canzonieri, PE, will be the Project Manager. He is a senior engineer with 17 years of experience. He has extensive experience in the field of street improvements, pavement rehabilitation, geometric design, traffic signal design, traffic control design, pedestrian facilities, and handling municipal civil/traffic engineering-related services. He has also served as project manager and project engineer on many civil/ traffic engineering design projects for several cities in Southern California, including the City of South Gate.

Our Project Management services will include, but not be limited to:

- Attend a kick-off meeting with the City's Project Manager and key staff to review the project in detail and discuss the City's requirements. We want to make sure everyone involved on our team understands the work scope, schedule, budget, and other important requirements to make the project a success.
- Attend up to four (4) meetings with City staff at the 30%, 60%, 90%, and 100% design stages.
- Attend eighteen (18) monthly project development team meetings (PDT).
- Ensure the scope of services is completed in a timely and professional manner.
- Maintain communication with the City's Project Manager throughout the duration of the project including PS&E package status, meeting agendas and minutes, schedule updates, action items, etc.
- Maintain the project schedule, update it regularly to reflect any significant changes in the project and keep the City informed of these changes. The schedule will reflect all important funding deadlines.
- Coordinate with the City's Project Manager to resolve project related issues in a timely manner. Potential complex issues will be brought to the attention of the City's Project Manager as soon as possible.
- Provide a monthly status report.
- Coordinate and manage KOA's sub-consultants.
- Coordination with the City of Lynwood.
- Project design review.

Note: Preparation for and attendance at public outreach, City Council, and Executive Team meetings shall be provided as part of Tasks 2 and 8. Coordination with utility companies shall be provided as part of Task 3.

Task 1 Deliverables:

- Work Plan
- Schedule
- Agenda and minutes for each meeting
- Status reports

TASK 2 – COMMUNITY OUTREACH SUPPORT

Tweedy Boulevard is South Gate's commercial heart and is made up of primarily locally serving, independently owned shops that have been providing integral services to City residents for over half a century. Within the corridor, there are also several elementary schools, two middle schools, two high schools, residences, and the 97-acre South Gate Park.

Given the corridor's significance, it is imperative to conduct proper engagement to its numerous residents and merchants. KOA understands that the Tweedy Mile Association (TMA) is an active and influential merchants' association that will need to be included as a key stakeholder as part of any engagement that takes place. Furthermore, residents who live adjacent to Tweedy Boulevard will also need to be included as part of the City's engagement. KOA intends to partner with the City and provide substantial support to properly engage the corridor's stakeholders.

Since the City of South Gate will be managing and leading the community outreach effort with in-house staff, KOA will provide outreach support services for City Staff in their community outreach efforts. KOA will:

- Provide a project fact sheet and flyer in English and Spanish for each set of meetings.
- Provide one (1) PowerPoint presentation with project information, concept design, etc.

Task 2 Deliverables:

- Prepare project fact sheet and flyers in English and Spanish for City led outreach.
- Prepare PowerPoint presentation.

TASK 3 – AGENCY AND UTILITY COORDINATION

Utility Research, Notifications, and Mapping

KOA will obtain a list from the City of utility companies known to own and operate facilities in the City of South Gate. KOA will send an email notice with our standard utility response form, and a map of the project site to all relevant utility companies. We will request information from them including record drawings of their facilities, prior rights information, and any planned upgrades expected in the near future. Utility responses will be logged and information regarding existing facilities will be shown on our plans. Based on our prior experience working in the City of South Gate, we will provide the utility request on City letterhead. We will submit a preliminary, second, and final utility notice to utility companies. KOA will provide the City Project Manager with a utility response list and maps and/or data received when all utility companies have responded. KOA will compile all as-builts received from the utility agencies and develop a utility base map that will be referenced into the project plans.

Water Department Coordination

KOA will coordinate with the City of South Gate Water Department to as required for the proposed irrigation system. Our scope is limited to coordination only and will be limited to the hours identified in the fee schedule.

Southern California Edison Coordination

KOA will coordinate with Southern California Edison (SCE) for the proposed electrical design required for the proposed irrigation controllers and pedestrian activated flashing beacon systems (RRFB or IRWL). We will prepare and submit customer project info sheet, design option letter, street light authorization forms, and load calculations to SCE.

Los Angeles County Flood Control District Coordination

KOA will coordinate with Los Angeles County Flood Control District (LACFD) for review and approval of three (3) catch basin modifications that will be needed to accommodate the proposed curb extensions. If required by LACFD, KOA will submit the plans through LA County's EPIC LA website. We will coordinate with the City for any fees that may be required.

Task 3 Deliverables:

- Utility notification letters, as-built records, and agency response list.
- Meeting agendas and minutes.
- SCE approved plans.

TASK 4 – ENVIRONMENTAL STUDIES

Avant Garde, Inc. will prepare and coordinate the Notice of Exemption (NOE) submittals per Caltrans State Funded processes.

Task 4 Deliverables:

- Notice of Exemption

TASK 5 – PRELIMINARY ENGINEERING

Records Research

KOA will work with the City to obtain record drawings and documents relevant to the project corridor. Record drawings and documents can include, but are not limited to existing improvement plans, topographic maps, assessor maps, centerline ties, corner records, as-built plans, utility plans, traffic counts, previous traffic studies, etc. We will send our requests for record drawings and documents through the City's Project Manager.

Note: Due to KOA's involvement in Phase 1 of the project, we will re-use as much of the Phase 1 information as possible and request any missing information from the City.

Field Survey

For Phase 1 of the project, in addition to the ground survey at proposed curb extension locations, KDM Meridian, Inc. provided aerial mapping (including centerline and right-of-way) of the Tweedy Boulevard corridor (Alameda Street to Atlantic Avenue). KDM will provide a design level topographic ground survey for Phase 2 at locations where curb extensions are proposed (13 locations as identified in the RFP exhibit). At each proposed curb extension, the survey will extend from the roadway centerline to the right-of-way and cover approximately 100 linear feet along the roadway where the curb extension is being proposed. Survey observations will be taken at 25-foot half-street cross sections where improvements are proposed. Spot elevations will be taken at back of walk/sidewalks, top of curbs, flow lines, gutter edges, street crowns, high/low points, grade breaks, driveway aprons, handicap ramps, utilities, etc. KDM will dip a total of three (3) catch basins.

Field Review & Site Evaluation

Upon receipt of the topographic survey any available as-built records from the City, we will visit the project site to fully evaluate existing conditions. We will:

- Verify record drawings.
- Investigate and verify existing roadway geometry, including striping, pavement markings, and signage.
- Verify existing pull boxes, utility manholes/valves, traffic signal poles/equipment, street lighting, power poles, cabinets, fire hydrants, etc.
- Identify all necessary improvements including, but not limited to localized areas of complete removal and replacement of pavement (R&R), damaged curb, gutter, cross gutter, sidewalk, curb ramps, driveways, and paver crosswalks.
- Assess pavement conditions and, with the geotechnical engineer, determine feasible alternatives for rehabilitation.
- We will document the site visit with photos and field notes.

KOA will send our experienced and knowledgeable civil engineers to the project site to fully document and evaluate the existing pavement and site conditions. Our engineers will be looking to identify areas of pavement and base failure that may require full removal and replacement. Before leaving the project site, our engineers will develop options for pavement rehabilitation (independent of the geotechnical report recommendations) including, but not limited to grind and overlay (full width or edge grind), microsurface, slurry seal, etc.

Note: As part of Phase 1 of the project, KOA already performed a field review of the Tweedy Boulevard corridor between Alameda Street and Atlantic Avenue. In areas that overlap with Phase 1 of the project, we will limit field work to verifying that no additional improvements have been made since the previous field walk and will focus more on identifying pavement rehabilitation aspects and broken curb, gutter, sidewalk, etc.

ADA Compliance Assessment

KOA will perform an ADA compliance assessment of the existing curb ramps along Tweedy Boulevard within the project limits. Our engineers will verify curb ramp dimensions/grades, driveway dimensions/grades with a smart level and

measuring tape. The curb ramp measurements will be documented on a curb ramp field form and provided to the City. We will document these grades and inform the City of all deficiencies.

Note: As part of Phase 1 of the project, KOA performed an ADA compliance assessment was performed along Tweedy Boulevard between Alameda Street and Atlantic Avenue. We will review the previous field work, assessment, and recommendations and incorporate as appropriate into this phase of the project. This task includes the assessment of additional curb ramps between Atlantic Boulevard and the eastern limits of the project.

Base Plan Preparation

Upon completion of our field review, we will prepare accurate base plans. The base plan will show existing centerlines, curb, gutter, sidewalk, landscaping, right-of-way, curb ramps, driveways, pavement delineations, markings, roadside signs, pull boxes, utility manholes/valves, power poles, fire hydrants, and all other information that was documented during our field review.

Note: As part of Phase 1 of the project, KOA prepared project base plans along Tweedy Boulevard between Alameda Street and Atlantic Avenue. As part of this sub-task, we will add the project segment east of Atlantic Avenue, prepare traffic base plans, as well as update the remainder of the corridor based on observations from our field review.

Task 5 Deliverables:

- Topographic Survey w/ right-of-way information signed by a California licensed surveyor.
- Field notes and photos.
- ADA compliance assessment.
- Project base plans.

TASK 6 – TRAFFIC AND TRANSPORTATION ENGINEERING

Truba Avenue & Tweedy Boulevard Scramble Crosswalk Assessment

KOA will collect data and analyze the appropriateness and applicability of the existing scramble crosswalk at the intersection of Truba Avenue and Tweedy Boulevard. This will involve KOA collecting the necessary traffic and pedestrian count information and conducting an assessment per CA MUTCD standards and guidelines drafted by another major jurisdiction (City of Los Angeles Department of Transportation). KOA will document the analysis and draft a short 1-2 page technical memorandum noting the methodology and analysis that took place.

Counts to be collected include:

- Vehicle turning movement counts during peak periods (including school afternoon pick-up times),
- Pedestrian volumes at the intersection during corresponding peak periods,
- Collision information.

Montara Avenue Crossing Assessment

KOA will review the existing pedestrian activated crossing at this location and make recommendations for any additional safety improvements can be made i.e. flashing beacon size, replacing beacons with rectangular rapid flashing beacons or in-roadway warning lights, converting solar power with AC power, etc. We will also provide a cost estimate for the recommendations. KOA will prepare a short technical memorandum noting recommendations and cost estimates.

Long Beach Boulevard Protected Left Turn Assessment

KOA will collect peak hour vehicle turning movement counts and assess east/west vehicle queuing lengths to determine whether protected left turn phasing can be added to the signal. KOA will base this assessment on the CA MUTCD and will prepare the necessary analysis to provide the City with the appropriate guidance. KOA will prepare a Synchro analysis of the intersection to note vehicle delay and Level of Service to determine the intersection operations and how a protected

left turn phase would improve function. Furthermore, KOA will collect the required collision information and other data as outlined in the CA MUTCD to prepare a complete assessment. KOA will document this by preparing a short (1-2 page) technical memorandum noting analysis methodology, data collection, and results.

South Gate Park Parking Study

The City has expressed interest in reorganizing and designing the parking lots at South Gate Park fronting segments of Tweedy Boulevard and Hildreth Avenue. Currently, there is angled parking adjacent to both streets that disrupts sidewalk continuity and also forces vehicles to back into high-traffic streets.

To assess parking conditions here, KOA will do the following:

- Collect parking supply and demand counts at the eight off-street lots adjacent to Hildreth Avenue and Tweedy Boulevard.
- Collect on-street parking supply and demand counts along Hildreth Avenue, Tweedy Boulevard, and on short segments of streets perpendicular to South Gate Park.
- Parking demand counts will be conducted hourly and will encompass three days (typical weekday, Saturday, and Sunday).

Upon receipt of parking counts, KOA will summarize using tables and graphics to note occupancy.

KOA will prepare two (2) conceptual design alternatives for the re-design of the existing parking lots using the parking lot between Jackson Avenue and Washington Avenue as the typical prototype. Both alternatives will include the shifting of the existing longitudinal landscaped median southerly and the continuation of a new pedestrian walkway along Tweedy Boulevard. One alternative will focus on maximizing the parking within the existing parking lot boundary. The second alternative will focus on maintaining the existing parking capacity (or improving capacity) by shifting curb lines into the park. We will prepare one (1) revision of each conceptual alternative.

KOA will work with the City to determine proposed parking redesign and how that would affect parking supply. Upon receipt of proposed parking supply numbers, KOA will determine new occupancy and how specific lots and segments would be affected due to potentially losing parking capacity. Upon conducting analysis, KOA will work with the City and design team to provide recommendations to reduce parking impacts on adjacent residential areas. KOA will document the analysis in a technical memorandum.

Task 6 Deliverables:

- Conduct scramble crosswalk assessment on Truba Avenue & Tweedy Boulevard.
- Conduct assessment and cost estimate at Montara Avenue and Tweedy Boulevard.
- Conduct a protected left-turn warrant analysis at Long Beach Boulevard and Tweedy Boulevard intersection.
- Conduct South Gate Park Parking study.
- All necessary data for each of these sub tasks will be collected, along with any required field checks.
- These four analyses will be summarized in their standalone technical memorandum documents.
- KOA assumes one meeting for each of the intersection analyses and up to three (3) meetings for the parking study, for a total of six (6) meetings.

TASK 7 – GEOTECHNICAL INVESTIGATION AND PAVEMENT STRATEGIES

Twining, Inc. will provide geotechnical services for this project. Their scope is as follows:

Perform visual pavement surface condition assessment

A visual condition assessment will be performed to aid in selection of exploratory coring locations within the project limit. Also, they will assess and identify the concrete slabs that would be required to be replaced based on their experience.

Perform and coordinate pavement testing and sampling

Coring and boring

In order to determine the structural thickness of the adjacent pavement, Twining will perform coring on the pavement section as well as on the side of the road. They will notify Underground Service Alert (USA) of the proposed subsurface exploration locations at least 72 hours prior to exploration so that conflicts between the proposed locations and underground utilities can be identified. They have assumed that the City will provide as-built utility plans for the areas proposed for exploration and perform a field review of our locations.

Twining will perform a minimum of 8 cores to measure the thickness of the pavement layers and identify the type of the existing soil on the side of the road. Also, they will obtain subgrade soil sample on 4 core locations for further laboratory testing. They anticipate performing all cores in one 8-hour shifts. Coring will be conducted in accordance with the ASTM 5361M-14 standard.

The existing pavement will be explored using an electric-powered core drill and 6- or 8-inch core drill bits. Twining will hand excavate to a depth of approximately 3 feet below top of the exposed surface at selected locations to obtain samples existing of subgrade materials which will support the new pavement sections. The thickness of existing asphalt concrete pavement, thickness and type of base, and depth to subgrade will also be recorded. The Coring will be performed under the observation of field engineer or geologist, who will log the subsurface conditions encountered and will obtain bulk samples for laboratory observation and testing.

Perform Laboratory Testing

Samples obtained from the exploratory borings will be transported to our Long Beach laboratory for visual classification and testing. Laboratory tests will be performed by Twining on selected samples obtained from the borings to aid in the classification and to evaluate the engineering properties of the subgrade soils, as follows.

- Environmental testing (Allowance)
- R-value;
- In-place density and moisture;
- Maximum density and optimum moisture;
- Atterberg limits / Plasticity index; and
- #200 wash for soil classification.

The exact quantities and types of tests will depend on the material types encountered during our subsurface exploration. The quantities proposed here are based on our experience with similar-sizes past projects.

Pavement overlay structural thickness design

The results of Twining's field exploration and lab testing will be evaluated and engineering analysis will be performed in order to provide recommendations for the design and construction of the proposed pavement section. Pavement structural thickness design will be performed following the latest California Highway Design Manual.

Prepare pavement evaluation / overlay thickness recommendations report

A report will be prepared to summarize the data collected and present our conclusions, and recommendations for design and construction of the proposed project. The report will include the following:

- Site location map;
- Project information;
- Photographs of the existing pavement;

- Coring location map and structural thickness;
- Geotechnical laboratory test results; and
- Pavement structural design recommendations including but not limited to the following options:
 - Preservation options
 - Full depth Asphalt Concrete,
 - Asphalt Concrete over crushed aggregate base
 - Asphalt concrete over stabilized subgrade soil
 - Portland Cement Concrete over Aggregate base

The final report will be signed and stamped by a California Registered Geotechnical Engineer.

Traffic Index Calculations

KOA will calculate the traffic index using the Los Angeles County calculation method. The traffic index will be calculated based on 20-year growth. We will subcontract to a data collection vendor to perform a 24-hour classification count at two locations along Tweedy Boulevard. We will coordinate with the City Project Manager to determine the count locations prior data collection.

Task 7 Deliverables:

- Final geotechnical report will be signed and stamped by a geotechnical engineer licensed by the State of California. A digital copy in PDF format will also be provided.
- Traffic index calculations.

TASK 8 – CONCEPT PLANS

KOA will prepare conceptual design plans for the various proposed improvements along the project corridor. The conceptual design plans will be used for community and stakeholder meetings, internal City discussions and analysis, and will ultimately determine the final alternative concept that will be the foundation for the final design.

Preliminary Concept Plans

KOA and Gruen Associates will prepare preliminary concept plans for the Tweedy Boulevard corridor. We will provide the following in this subtask:

- Development of conceptual design plans highlighting typical improvements along the Tweedy Boulevard corridor for the proposed pedestrian improvements including curb extensions, pedestrian amenities, and landscaping. We will prepare a total of two (2) alternative conceptual designs. The two (2) alternatives will be largely focused on alternate curb extension locations. The pedestrian amenities and landscaping will match Phase 1 of the project which follows the Tweedy Boulevard Specific Plan and no alternatives will be considered in our submittals. The concept plans can focus a sample 2-3 block segment of roadway or 2-3 specific intersections.
- Preparation of preliminary cost estimates.
- One (1) revision of each conceptual design plan alternative and cost estimates based on the City's input and comments.

Note: Renderings will be limited to a 2-D plan view conceptual design of the proposed improvements.

Community Outreach

KOA will assist and support the City of South Gate community outreach team by preparing preparation materials and participating in two (2) City Executive Team meetings and one (1) City Council meeting. We will also document comments and questions from the meetings and provide responses.

Final Concept Plan

Following the community outreach sub-task, KOA will prepare the final concept plans and engineer's estimate. The final concept will incorporate all comments and approved concepts into one final plan and present the final concept to the City for approval.

Task 8 Deliverables:

- Draft and revised preliminary concept plans (two alternatives) and cost estimates.
- Executive Team and City Council meeting minutes.
- Final concept plan and cost estimates.

TASK 9 – FINAL ENGINEERING

After the conceptual design plans have been approved by the City, we will move forward in preparing the 30% submittal package. Submittals will be made to the City at the 30%, 60%, 90%, and 100% stages. The submittal package will include:

Description	Scale	Anticipated No. of Sheets
Title Sheet	N/A	1
Street Improvement General Notes, Details and Typical Sections	N/A	2
Pavement Rehabilitation Plans	1"=20'	8
Curb Extension Improvement Plans	1"=5'	7
Signing & Striping General Notes and Details	N/A	1
Signing & Striping Plans	1"=40'	4
Traffic Signal Plans	1"=20'	5
In-Roadway Warning Light System Plans (or RRFB)	1"=20'	3
Storm Drain Modification Plans	1"=20'	2
Landscaping and Irrigation Plans	1"=20'	7
Landscaping and Irrigation Details	1"=20'	2
Total No. of Sheets		42

Note: The 30% design submittal will include an overall layout of the improvements along the project corridor. Construction notes and details will not be included in this submittal. This submittal will incorporate the final approved conceptual plan from Task 8 throughout the corridor. The City will utilize the 30% plans (and cost estimates) to provide the design team with final direction for the 60% design.

At the completion of the 60% design phase, we will participate in a field walk of the entire project with the City's project manager to review the proposed improvements.

Street Improvement

KOA will prepare street improvement plans to accommodate the design of the proposed improvements in this project. The street improvement plans will include the design of 13 curb extensions, curb ramps within the project limits, driveways affected by curb extensions, pavement rehabilitation, replacement of broken curb, gutter, and sidewalk, and various utility adjustments along Tweedy Boulevard from Alameda Avenue to Dearborn Avenue and Dorothy Avenue to approximately 1,000 feet east of Atlantic Avenue. The street improvement plans will also include the design for four (4) new sidewalks connecting the Tweedy Boulevard sidewalk to the South Gate park walking trail.

Intersection improvement plans for curb extensions will be prepared at 1"=5' scale and pavement rehabilitation plans will be prepared at 1"=20'. The plans will contain a detailed horizontal layout, elevations and grades (curb extensions only), construction notes, and applicable details. We have assumed that all curb ramps with the project corridor will be designed specifying SPPWC Case/Type only on the pavement rehabilitation plans.

Signing and Striping

KOA will prepare signing and striping plans to accommodate the proposed improvements along Tweedy Boulevard from Alameda Avenue to Dearborn Avenue and Dorothy Avenue to approximately 1,000 feet east of Atlantic Avenue. The signing and striping plans will be prepared at 1"=40' scale and will show existing and proposed street improvements, existing signing and striping and proposed signing and striping improvements.

Traffic Signal

KOA will prepare traffic signal modification plans at the five (5) intersections listed below:

- Tweedy Boulevard & State Street
- Tweedy Boulevard & Long Beach Boulevard
- Tweedy Boulevard & Hildreth Avenue
- Tweedy Boulevard & Orange Avenue
- Tweedy Boulevard & Pinehurst Avenue

At the intersections of Tweedy Boulevard and State Street, Hildreth Avenue, Orange Avenue, and Pinehurst Avenue we are anticipating that the proposed curb extensions will affect the vertical displacement of the traffic signal poles.

Added Value: Although not specifically listed in the RFP, based on our experience working with the City on the ATP grant for this project, we are including traffic signal modifications at Tweedy Boulevard and State Street and Long Beach Boulevard to include protected-permissive left turn phasing along Tweedy Boulevard. Based on our previous analysis, protected left turn signal warrants were not met.

The traffic signal plans will be prepared at 1"=20' scale and will show existing and proposed street improvements, centerlines, right-of-way lines, utilities of record, and proposed removal and installation of signal equipment. The drawings will include all notes, schedules, and other features required by the City to complete the traffic signal plan.

Note: We have assumed that the Tweedy Boulevard TSSP Project will be constructed, and the Tweedy Boulevard Complete Streets Project Phase 1 will be starting construction.

In-Roadway Warning Light (IRWL) System

KOA will prepare in-roadway warning light (IRWL) system plans at three (3) locations as identified in the RFP to accommodate the proposed improvements in this project. The locations are listed below:

- Tweedy Boulevard & Montara Avenue
- Tweedy Boulevard & Washington Avenue
- Tweedy Boulevard mid-block between Walnut Avenue & Rosewood Avenue

The IRWL plans will be prepared at 1"=20' scale and will show existing and proposed street improvements, centerlines, right-of-way lines, utilities of record, and proposed installation of IRWL equipment. The drawings will include all notes, schedules, and other features required by the City to complete the IRWL plan.

Note: It is our understanding that the City may want to replace the IRWL systems with Rectangular Rapid Flashing Beacon (RRFB) systems. The IRWL design can be changed to RRFB design at no additional cost so as long as the City makes the decision prior to the start of the 60% design phase.

Storm Drain Modification

KOA will prepare storm drain modification plans to accommodate the proposed improvements in this project. We have identified three (3) existing catch basins that will be directly affected by the proposed curb extensions at State Street, Orange Avenue, and Pinehurst Avenue. Based on our preliminary research, the catch basins are owned and maintained by Los Angeles County Flood Control District (LACFCD). Our scope of work includes:

- Prepare storm drain modification plans at a scale of 1"=20'. The plans will include a detailed horizontal layout, vertical profile, construction notes, and applicable details.
- Plans will be prepared in accordance with the latest editions of the Standard Plans for Public Works Construction (SPPWC), and the Los Angeles County Department of Public Works Standard Plans.
- The storm drain modification plans will be submitted through LA County's EPIC LA website. We will coordinate with the City for any fees that may be required.
- Complete a hydrologic analysis limited to verifying the inlet capacity at the new inlet locations. The analysis will be documented in a technical memo describing the analysis and the changes to the existing drainage system. We have assumed that any additional hydrology studies will not be required by LACFCD.

We have assumed the existing storm drain main has sufficient capacity for the design storm and a downstream analysis of the existing conveyance system is not required.

Landscape and Irrigation

Gruen Associates will prepare the landscaping and irrigation improvements for the project and provide design direction for hardscape. They will prepare construction documents for landscaping, shade trees, and irrigation within the proposed curb extensions where feasible.

The landscaping design plans will include a detailed planting design for low water use and moderate water-use plant material and attractive landscape including trees, low shrubs and ground covers, and other landscape materials to be installed, and specifying species, sizes, and locations of all new planting. The landscaping design will follow the requirements set forth in the Tweedy Boulevard Specific Plan.

The irrigation design plans will include the design for new automatic irrigation systems in landscape areas, utilizing drip or other water efficient equipment and control methods. Plans will illustrate drip irrigation lines, pipes, valves, wiring, sleeves, controllers, rain sensors, and other equipment as required, and will indicate connections to existing water and electrical sources as necessary.

Landscaping and irrigation design plans will be prepared at a scale of 1"=40' and will show the existing and proposed street improvements, proposed landscaping and irrigation, and all applicable construction notes and details.

Note: Gruen will provide landscaping and irrigation design for up to five (5) curb extension locations. Based on our preliminary review of the curb extension locations, we are anticipating that only five (5) locations will be feasible to provide landscaping and irrigation.

Signal Timing

KOA will prepare traffic signal timing sheets in the City-required format to accommodate the proposed Leading Pedestrian Interval (LPI) or other operational changes as noted at the following intersections:

- Tweedy Boulevard & Truba Avenue
- Tweedy Boulevard & Stanford Avenue
- Tweedy Boulevard & Long Beach Boulevard (protected permissive left turn phasing only)
- Tweedy Boulevard & State Street (including protected permissive left turn phasing)
- Tweedy Boulevard & Hildreth Avenue
- Tweedy Boulevard & Orange Avenue
- Tweedy Boulevard & Pinehurst Avenue

The signal timing will be designed in accordance with the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) standards and City of South Gate requirements. Coordination with adjacent or nearby traffic signals and additional data collection is excluded from our scope of work.

Task 9 Deliverables:

- Plan submittals at 30%, 60%, 90% & 100% design stages

TASK 10 – PREPARE GENERAL AND SPECIAL PROVISIONS FOR FEDERALLY FUNDED PROJECTS

KOA will prepare the general and special provisions using the City provided boilerplate specifications. We will modify the General and Special Provisions utilizing Caltrans format. The General and Special Provisions will be prepared in accordance with all requirements provided in the Local Assistance Procedures Manual (LAPM) for Federal and State funded projects.

Task 10 Deliverables:

- General and Special Provisions at the 60%, 90% and 100% design stages

TASK 11 – TECHNICAL SPECIFICATIONS

KOA will prepare the technical specifications using the City's boilerplate template. We will use the latest editions of the Standard Specifications for Public Works Construction and Caltrans Standard Specifications throughout the course of this project as a basis for specification preparation. Specifications will be submitted at the 60%, 90% and 100% design stages.

Task 11 Deliverables:

- Technical Provisions at the 60%, 90% and 100% design stages

TASK 12 – COST ESTIMATES

KOA will update the cost estimates based on the refinement of the quantities throughout the project. Cost estimates will be submitted at the 30%, 60%, 90% and 100% design stages.

Task 12 Deliverables:

- Cost Estimates at the 30%, 60%, 90% and 100% design stages

TASK 13 – PREPARE A DISADVANTAGED BUSINESS ENTERPRISE (DBE) % OF CONTRACT GOAL

Avant Garde, Inc. (AGI) will prepare LAPM Exhibit 9D (DBE Methodology) to establish the DBE Goal % for the Construction portion of the project.

Task 13 Deliverables:

- DBE Goal for construction

TASK 14 – REQUEST FOR AUTHORIZATION TO PROCEED WITH CONSTRUCTION

AGI will prepare and coordinate the submittal of the Construction Allocation Request and state-only finance letter in order to obtain clearance from Caltrans to move forward with construction activities. This request will include a review of the completed PS&E, filed Notice of Exemption, self-certified Right-of-Way, and finance letter to be submitted alongside the allocation request.

Task 14 Deliverables:

- Authorization for construction submittal package and E-76.

TASK 15 – ADVERTISE AND AWARD PACKAGE

AGI will prepare the Award of Construction Contract submittal per Chapter 15 of the LAPM and provide supporting documents.

Task 15 Deliverables:

- Award of Construction Contract submittal

TASK 16 – CONSTRUCTION BIDDING PHASE SERVICES

KOA will assist the City in the preparation of the Construction Bid Package, advise the City on the appropriate response to bidder's technical questions, prepare plans, specifications and/or quantity estimates to be issued as addenda as the City determines appropriate. We will also provide the following support during the construction bidding phase and advertising period:

- Attend pre-bid meeting.
- Assist in analysis of bids, as necessary.
- Log questions and responses to bidders' questions regarding the bid documents.
- Evaluate need for addendum to bid documents in response to bidders questions and prepare addendum if required by City. Preparation of addendums will be limited to number of hours and budget shown in the fee schedule.

Note: Budget will be limited to what is shown in the fee schedule.

Task 16 Deliverables:

- Construction Bid Package
- Addenda, as necessary
- Log of bidder inquiries

TASK 17 – PRE-CONSTRUCTION MEETING AND JOB-SITE MEETINGS

KOA will attend up to four (4) job-site meetings as required over the course of the construction schedule. Gruen has budgeted to attend up to three (3) meetings (including pre-construction meeting).

Note: Budget will be limited to what is shown in the fee schedule.

Task 17 Deliverables:

- Agendas and meeting minutes

TASK 18 – RESPOND TO REQUESTS FOR INFORMATION AND SUBMITTALS

KOA will provide responses to contractor's requests for information (RFI) and equipment/material submittals. If necessary, we will prepare and issue revised plans to the contractor.

Note: Budget will be limited to what is shown in the fee schedule.

Task 18 Deliverables:

- RFI & submittal log matrix and responses
- Applicable design revisions

TASK 19 – PREPARE RECORD DRAWINGS (AS-BUILTS)

At the completion of construction, KOA will prepare record drawings solely based on redlined plans provided by the City's Construction Manager and Contractor. Field reviews are excluded from this task.

Note: Budget will be limited to what is shown in the fee schedule.

Task 19 Deliverables:

- Record drawings on Mylar, AutoCAD, and PDF.

SCOPE ASSUMPTIONS & EXCLUSIONS


Below is a list of our assumptions for this project:

- The design of outdoor dining facilities is excluded from our scope of work.
- Any plan check fees required by Los Angeles County Public Works or other outside agencies will be paid for by the City and are not included in our scope/fee.
- Landscape and irrigation plans required to accommodate the proposed improvements which interact with private property will be limited to repair and replace. We anticipate these improvements will be limited and minor in nature. All repair and replacements will be directed by general construction notes and technical specifications.
- Temporary construction easement documents and exhibits are excluded from the scope of work.
- Presentation format, fact sheet and flyer formats from Phase 1 shall be reused.
- Existing utilities will be shown on the appropriate improvement plans and a separate plan sheet identifying existing utilities will not be provided.
- We have assumed all project design meetings are virtual.

FEE PROPOSAL - REV. 2

CITY OF SOUTH GATE

TWEEDY BOULEVARD COMPLETE STREETS PROJECT PHASE II

 DELIVERABLES Hourly Rates (Fully Burdened)	KOA				Total Hours	Other Direct Costs	KOA TOTAL	SUB-CONSULTANTS				TEAM TOTAL
	QA/QC / Principal II	PM / Principal I	Deputy PM / Designer II	Engineer Associate I				AVANT GARDE Funding Admin.	KDM Survey	GRUEN Landscape & Irrigation	TWINING Geotech	
	\$340.00	\$300.00	\$155.00	\$135.00								
BASE SERVICES												
TASK 1: PROJECT MANAGEMENT												
Kick-off Meeting		2	2		4		\$910.00					\$910.00
Design Submittal Meetings (4)		8	8		16		\$3,640.00					\$3,640.00
Monthly PDT Meetings (18)		9	18		27		\$5,490.00					\$5,490.00
General Project Management		20	40		60		\$12,200.00			\$2,563.00		\$14,763.00
SUBTOTAL		39	68		107		\$22,240.00			\$2,563.00		\$24,803.00
TASK 2: COMMUNITY OUTREACH												
Preparation of Fact Sheet, Flyers, & Presentation		4	4	32	40		\$6,140.00					\$6,140.00
SUBTOTAL		4	4	32	40		\$6,140.00					\$6,140.00
TASK 3: AGENCY AND UTILITY COORDINATION												
Utility Research, Notifications, and Existing Utility Base		2	8	40	50	\$700.00	\$7,940.00					\$7,940.00
Water Department Coordination		2	12		14		\$2,460.00					\$2,460.00
SCE Coordination		2	12		14		\$2,460.00					\$2,460.00
LA County Flood Control District Coordination		2	8		10		\$1,840.00					\$1,840.00
SUBTOTAL		8	40	40	88	\$700.00	\$14,700.00					\$14,700.00
TASK 4: ENVIRONMENTAL STUDIES												
Notice of Exemption (NOE)		2	2		4		\$910.00	\$2,590.00				\$3,500.00
SUBTOTAL		2	2		4		\$910.00	\$2,590.00				\$3,500.00
TASK 5: PRELIMINARY ENGINEERING												
Field Survey		2	4		6		\$1,220.00		\$49,700.00			\$50,920.00
Records Research			2	8	10		\$1,390.00					\$1,390.00
Field Review & Site Evaluation	4	4	36	36	80	\$125.00	\$13,125.00					\$13,125.00
ADA Compliance Assessment	1	4	8	8	21	\$25.00	\$3,885.00					\$3,885.00
Base Preparation			10	68	78		\$10,730.00					\$10,730.00
SUBTOTAL	5	10	60	120	195	\$150.00	\$30,350.00		\$49,700.00			\$80,050.00
TASK 6: TRAFFIC AND TRANSPORTATION ENGINEERING												
Truba Avenue Scramble Crosswalk Assessment		8		32	40	\$350.00	\$7,070.00					\$7,070.00
Montara Avenue Crossing Assessment		8	4		12		\$3,020.00					\$3,020.00
Long Beach Boulevard Protected Left Turn		12		32	44	\$400.00	\$8,320.00					\$8,320.00
South Gate Park Parking Study		32		96	128	\$5,000.00	\$27,560.00					\$27,560.00
South Gate Park Parking Redesign (2 alt, 1 rev)		8	12	56	76		\$11,820.00					\$11,820.00
SUBTOTAL	68	16	216	300	\$5,750.00		\$57,790.00					\$57,790.00
TASK 7: GEOTECHNICAL INVESTIGATION AND PAVEMENT STRATEGIES												
Pavement Analysis & Design		4	4		8		\$1,820.00				\$28,410.00	\$30,230.00
Calculate TI Values		2	12		14	\$1,500.00	\$3,960.00					\$3,960.00
SUBTOTAL		6	16		22	\$1,500.00	\$5,780.00				\$28,410.00	\$34,190.00
TASK 8: CONCEPT PLANS												
Preliminary Concept Plans	2	8	28	56	94		\$14,980.00			\$6,185.00		\$21,165.00
Community Outreach												
Prepare Presentation Material/Exhibits		2	8		10		\$1,840.00					\$1,840.00
Executive Team Meetings (2)		8	8		16		\$3,640.00					\$3,640.00
City Council Meeting (1)		4	4		8	\$25.00	\$1,845.00					\$1,845.00
Final Concept Plans & Cost Estimates	1	4	12	16	33		\$5,560.00					\$5,560.00
SUBTOTAL	3	26	60	72	161	\$25.00	\$27,865.00			\$6,185.00		\$34,050.00
TASK 9: FINAL ENGINEERING												
30% Submittal												
30% Plans	1	4	16	40	61		\$9,420.00					\$9,420.00
60% Submittal												
60% Design Plans	24	69	434	296	823		\$136,090.00			\$9,528.00		\$145,618.00
Constructibility Field Walk w/ City			8	8	16	\$25.00	\$2,345.00					\$2,345.00
90% Submittal												
90% Design Plans	8	40	120	160	328		\$54,920.00			\$7,424.00		\$62,344.00
Internal Constructibility Review		40			40		\$12,000.00					\$12,000.00
100% Submittal												
100% Design Plans	4	16	80	80	180		\$29,360.00			\$4,727.00		\$34,087.00
Traffic Signal Timing Plans (7)		60			60		\$18,000.00					\$18,000.00
SUBTOTAL	37	229	658	584	1508	\$25.00	\$262,135.00			\$21,679.00		\$283,814.00
TASK 10: PREPARE GENERAL & SPECIAL PROVISIONS FOR FEDERALLY FUNDED PROJECT												
General and Special Provisions	2	4	8		14		\$3,120.00					\$3,120.00
SUBTOTAL	2	4	8		14		\$3,120.00					\$3,120.00
TASK 11: TECHNICAL SPECIFICATIONS												
Technical Provisions @ 60%, 90%, & 100%	4	12	40		56		\$11,160.00			\$2,698.00		\$13,858.00
SUBTOTAL	4	12	40		56		\$11,160.00			\$2,698.00		\$13,858.00
TASK 12: COST ESTIMATES												
Cost Estimates @ 30%, 60%, 90%, & 100%	4	12	40	80	136		\$21,960.00			\$2,624.00		\$24,584.00
SUBTOTAL	4	12	40	80	136		\$21,960.00			\$2,624.00		\$24,584.00
TASK 13: PREPARE A DBE % OF CONTRACT GOAL												
DBE % Contract Goal		1	1		2		\$455.00	\$1,420.00				\$1,875.00
SUBTOTAL		1	1		2		\$455.00	\$1,420.00				\$1,875.00
TASK 14: REQUEST FOR AUTHORIZATION TO PROCEED WITH CONSTRUCTION												
RFA For Construction (E-7g)		4	24		28		\$4,920.00	\$7,120.00				\$12,040.00
SUBTOTAL		4	24		28		\$4,920.00	\$7,120.00				\$12,040.00
TASK 15: ADVERTISE AND AWARD PACKAGE												
Advertisement & Award Package Preparation		2	4		6		\$1,220.00	\$5,620.00				\$6,840.00
SUBTOTAL		2	4		6		\$1,220.00	\$5,620.00				\$6,840.00
TASK 16: CONSTRUCTION BIDDING PHASE SERVICES												
Bidding Phase Services	2	4	16	16	38		\$6,520.00			\$1,260.00		\$7,780.00
SUBTOTAL	2	4	16	16	38		\$6,520.00			\$1,260.00		\$7,780.00
TASK 17: PRE-CONSTRUCTION MEETING AND JOB-SITE MEETINGS												
Attend Job-Site Meetings (4)		6	16		22	\$100.00	\$4,380.00			\$3,260.00		\$7,640.00
SUBTOTAL		6	16		22	\$100.00	\$4,380.00			\$3,260.00		\$7,640.00
TASK 18: REQUESTS FOR INFORMATION AND SUBMITTALS												
Respond to RFIs & Submittals	4	12	48		64		\$12,400.00			\$3,338.00		\$15,738.00
Plan Revisions	2	8	20	20	50		\$8,880.00					\$8,880.00
SUBTOTAL	6	20	68	20	114		\$21,280.00			\$3,338.00		\$24,618.00
TASK 19: PREPARE RECORD DRAWINGS (AS-BUILTS)												
Record Drawing Preparation		4	8	32	44		\$6,760.00			\$1,666.00		\$8,426.00
SUBTOTAL		4	8	32	44		\$6,760.00			\$1,666.00		\$8,426.00
TOTAL BASE SERVICES	63	461	1149	1212	2885	\$8,250.00	\$509,685.00	\$16,750.00	\$49,700.00	\$45,273.00	\$28,410.00	\$649,818.00

Revised 3/11/2024

MAR 21 2024

8:40 Am

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **March 26, 2024**Originating Department: **Public Works**

Department Director:


 Arturo Cervantes

City Manager:


 Rob Houston

SUBJECT: NOTICE OF COMPLETION FOR THE STORMWATER INFILTRATION WELL PROJECT, CITY PROJECT NO. 670-SD

PURPOSE: To accept the Stormwater Infiltration Well Project, City Project No. 670-SD ("Project") as completed. The Project is complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the project and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Accepting completion of construction of the Stormwater Infiltration Well Project, City Project No. 670-SD, effective December 4, 2023, constructed by Bali Construction Inc.; and
- b. Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no impact to the General Fund. The final construction cost was \$273,573. The Project was budgeted in the amount of \$445,798, which was funded with Water Funds and LAUSD Funds. The final Project expenditures are summarized below.

Project Budget	LAUSD	Measure W	Total
Design	\$17,600	\$76,670	\$94,270
Construction Contract No. 2023-129-CC	\$183,000	\$97,480	\$280,480
Construction Contingency	\$23,048	\$5,000	\$28,048
Change Order No. 1	-\$14,383	-\$9,154	-\$23,537
Construction Inspection Contract No. 2023-31-AC	\$7,483	\$9,147	\$16,630
Staff Time and Misc. Expenses	\$6,533	\$7,985	\$14,518
Total	\$223,281	\$187,128	\$410,409

* Project expenditures will be incurred until the administrative aspects of the project, such as processing the final invoices, are completed.

ANALYSIS: Construction of the Project is complete and staff is preparing to release the final payment to Bali Construction, Inc. Public Contract Code Section 7107 establishes that the City must accept the completion of construction and issue a public notice of such prior to releasing the final payment on construction projects. The Notice of Completion provides written notice to

concerned parties that all work on the project has been completed. The Notice of Completion initiates the 35-day period within which concerned parties may exercise their lien rights for the work they performed on the Project. The City may use a part, or all, of the 5% retention payment to settle any liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release the retention and any remaining amounts due to the Contractor.

BACKGROUND: The Project is a part of the Capital Improvement Program and entails construction of two catch basins and stormwater infiltration units, sidewalk, curb ramps, curb and gutter and tree removals.

On September 12, 2023, the City Council awarded Contract No. 2023-129-CC to Bali Construction Inc., in the amount of \$280,480 for the construction of the Project. Construction began on October 5, 2023, and was completed on December 5, 2023. The Contractor has met all the contract obligations. Work was performed in accordance with the approved specifications with acceptable quality and workmanship.

One change order was needed to eliminate electrical conduit relocation work that was not needed to complete construction. Change Order No. 1 was processed to eliminate this work and reduce the contract amount by \$23,537, inclusive of labor, material, and equipment costs.

The City Council may now accept the construction of the Project as complete, and the Notice of Completion can now be filed with the Los Angeles County Registrar Recorder's Office.

ATTACHMENTS: A. Notice of Completion
B. Change Order No. 1
C. Contract No. 2023-129-CC

LC:lc

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

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO. 1 (Final)**

PROJECT NAME: **Stormwater Infiltration Wells Improvement Project - #670-SD**

TO: **BALI Construction, Inc.**

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES		
Description (Detailed Explanation Attached)	Change in Contract Price¹	Change in Work Days
1. 10.A Street Light Conduit	(\$13,500.00)	0
2. 10.B Street Light Conduit	(\$17,500.00)	0
3. Work Preformed on Bid Item 10.A	\$4,346.07	0
4. Work Preformed on Bid Item 10.B	\$3,116.91	0
Net Change in Contract Price and Work Days	(\$23,537.02)	0

¹Deduction or decrease in Contract Price is denoted in parentheses.

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT\$280,480.00
CCO1 (FINAL)(\$23,537.02)
TOTAL\$256,942.98

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK:..... 10/09/23
CONTRACT WORKING DAYS:.....60
TIME EXTENSION: CCO 1 (Final).....0
NEW TOTAL WORKING DAYS:.....60
LAST DAY OF WORK: 01/09/2024

CHANGE ORDER DETAIL

Change Order No.: 1 (Final)

Project Name: Stormwater Infiltration Wells Improvement Project - #670-SD

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1:

A. Reason for Change: This Change Order credits back the full bid items 10.A and 10.B against the costs incurred for those two items. During Construction it was discovered that the street light relocation per bid items 10.A (Karmont Ave.) and 10.B (Adella Ave.) would not be required as the street light conduits were not in conflict with the proposed Drywell/Catch Basin Locations. The change order credits the street light conduit relocation bid item amounts against the costs BALI and its Subcontractor (CPE) incurred to expose the street light conduit and verify that this scope of work would not be required to be preformed in order to install the Drywells/Catch Basins.

B. Description of Change:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST ¹
1	10.A Street Light Conduit	LS	13,500.00	1	0	(-1)	- (\$13,500.00)
2	10.B Street Light Conduit	LS	17,500.000	1	0	(-1)	(-\$17,500.00)
3	Work Performed on Bid Item 10.A	LS	4,383.56	0	1	+1	\$4,346.07
4	Work Performed on Bid Item 10.B	LS	3,116.91	0	1	+1	\$3,116.91

¹Deduction or decrease in Contract Price is denoted in parentheses.

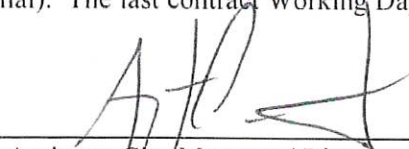
C. Change in Contract Cost:
Deduct (\$23,537.02)

D. Change in Completion Date:
Add 0 Working Days

SIGNATURE PAGE TO FOLLOW:

The original Contract Price was **\$280,480.00**. Contract Change Order No. 1 (Final) decreased the Contract Price by **(\$23,537.02)**. The new Contract Price will be **\$256,942.98**, resulting in an decrease of approximately 8.39% to the original Contract.

The original Contract Time of 70 Working Days was extended by 0 Working Days per Change Order No. 1 (Final). The last contract Working Day is 01/09/2024

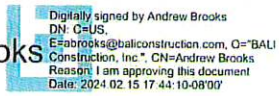
Ordered:  Date: 2/22/24
Assistant City Manager / Director of Public Works

Concurred by:  Date: 2/22/24
Deputy City Engineer

Concurred by:  Date: 2/20/24
Project Manager

Acceptance by the Contractor:

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of these Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.


Name: Andrew Brooks Date: 02/15/24
Title: Project Manager

CHANGE ORDER PROPOSAL FORM

20.4.2(a) CONTRACT CHANGE ORDER PROPOSAL SUMMARY REPORT

Date 02/06/2024

CCO Proposal No. 1

Contractor BALI Construction, Inc.

Item No. 3

Location Karmont Ave

AMOUNT

General Contractor

1. Labor Cost:.....\$ 2,024.05

2. Material Cost:.....\$ 0

3. Equipment Cost:.....\$ 1092.86

4. Special Forces/Services:\$ 0

Subtotal Contractor Cost.....\$ 3,116.91

5. Subcontractor/Sub-Subcontractor Name California Professional Engineering, Inc.

Labor Cost.....\$ 1,229.16

Material Cost.....\$ 0

Equipment Cost.....\$ 0

Subtotal Subcontractor/Sub-Subcontractor Cost

6. Subcontractor/Sub-Subcontractor Name

Labor Cost.....\$ 0

Material Cost.....\$ 0

Equipment Cost.....\$ 0

Subtotal Subcontractor/Sub-Subcontractor Cost\$ 1,229.16

TOTAL CONTRACT CHANGE ORDER COSTS\$ 4,346.07

CHANGE ORDER PROPOSAL FORM

20.4.2(b) LABOR COST REPORT

Date 02/06/2024

CCO Proposal No. 1 Contractor or Subcontractor BALI

Item No. 3 Location Karmont Ave

CLASSIFICATION AND NAME	HOURS	HOURLY RATE	EXTENDED AMOUNTS
Classification: Operating Engineer Name: Oscar Armenta	OT REG 3	\$ \$ 129.75	\$ \$ 389.25
Classification: Carpenter Foreman Name: Alex Sanchez	OT REG 3	\$ \$ 113.23	\$ \$ 339.69
Classification: Cement Mason Journeyman Name: Hector Rauda	OT REG 3	\$ \$ 100.94	\$ \$ 302.82
Classification: Operating Engineer Name: Jose Adame	OT REG 3	\$ \$ 129.75	\$ \$ 389.25
Classification: Cement Mason Foreman Name: Jose Figueora	OT REG 3	\$ \$ 113.01	\$ \$ 339.03
Classification: Name:	OT REG	\$ \$	\$ \$
TOTAL LABOR			\$ 1,760.04

Overhead/profit **15%**.....\$ 264.01

Total labor/overhead/profit\$ 2,024.05

Subcontractor's mark-up of total Sub-Subcontractor
labor/overhead/profit (if applicable) 5%.....\$ 0

General contractor's mark-up of total Subcontractor
or Sub-Subcontractor labor/overhead/profit (if applicable) 5%\$ 0

Total\$ 2,024.05

CHANGE ORDER PROPOSAL FORM

20.4.2(c) LABOR RATES REPORT

Date 02/06/2024

CCO Proposal No. 1

Contractor or Subcontractor BALI Construction, Inc.

Item No. 3

Location Karmont Ave

CLASSIFICATION: Operating Engineer		
TAXABLE BASE:		AMOUNT
Base Hourly Pay		\$ 68.80
Vacation		\$ 3.85
TOTAL TAXABLE BASE		\$ 75.15
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax	7.65%	\$ 5.75
State Unemployment Tax	6.20%	\$ 4.66
Federal Unemployment Tax	1.50%	\$ 1.13
Workmen's Compensation	8.38%	\$ 6.30
Liability & Umbrella Insurance	10.39%	\$ 7.81
TOTAL TAXES & INSURANCE		\$ 25.64
FRINGE BENEFITS	AMOUNT	
Pension	\$ 10.15	
Health & Welfare	\$ 12.85	
Training	\$ 1.05	
Other Fringe Benefits	\$ 4.91	
TOTAL FRINGE BENEFITS	\$ 28.96	
AMOUNT	\$ 129.75	

CHANGE ORDER PROPOSAL FORM

20.4.2(c) LABOR RATES REPORT

Date 02/06/2024

CCO Proposal No. 1

Contractor or Subcontractor BALI Construction, Inc.

Item No. 3

Location Karmont Ave

CLASSIFICATION: Carpenter Foreman		
TAXABLE BASE:	AMOUNT	
Base Hourly Pay	\$ 63.36	
Vacation	\$ 7.39	
TOTAL TAXABLE BASE	\$ 70.75	
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax	7.65%	\$ 5.41
State Unemployment Tax	6.20%	\$ 4.39
Federal Unemployment Tax	1.50%	\$ 1.06
Workmen's Compensation	8.38%	\$ 5.93
Liability & Umbrella Insurance	10.39%	\$ 7.35
TOTAL TAXES & INSURANCE		\$ 24.14
FRINGE BENEFITS	AMOUNT	
Pension	\$ 5.91	
Health & Welfare	\$ 8.25	
Training	\$ 0.72	
Other Fringe Benefits	\$ 3.46	
TOTAL FRINGE BENEFITS	\$ 18.34	
AMOUNT	\$ 113.23	

CHANGE ORDER PROPOSAL FORM

20.4.2(c) LABOR RATES REPORT

Date 02/06/2024

CCO Proposal No. 1

BALI Construction,
Contractor or Subcontractor Inc.

Item No. 3

Location Karmont Ave

CLASSIFICATION: Cement Mason Journeyman		
TAXABLE BASE:		AMOUNT
Base Hourly Pay		\$ 53.00
Vacation		\$ 7.34
TOTAL TAXABLE BASE		\$ 60.34
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax	7.65%	\$ 4.62
State Unemployment Tax	6.20%	\$ 3.74
Federal Unemployment Tax	1.50%	\$ 0.91
Workmen's Compensation	8.38%	\$ 5.06
Liability & Umbrella Insurance	10.39%	\$ 6.27
TOTAL TAXES & INSURANCE		\$ 20.59
FRINGE BENEFITS	AMOUNT	
Pension	\$ 7.33	
Health & Welfare	\$ 8.50	
Training	\$ 0.64	
Other Fringe Benefits	\$ 3.54	
TOTAL FRINGE BENEFITS	\$ 20.01	
AMOUNT	\$	100.94

CHANGE ORDER PROPOSAL FORM

20.4.2(c) LABOR RATES REPORT

Date 02/06/2024

CCO Proposal No. 1

Contractor or Subcontractor BALI Construction, Inc.

Item No. 3

Location Karmont Ave

CLASSIFICATION: Cement Mason Foreman		
TAXABLE BASE:		AMOUNT
Base Hourly Pay		\$ 62.00
Vacation		\$ 7.34
TOTAL TAXABLE BASE		\$ 69.34
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax	7.65%	\$ 5.30
State Unemployment Tax	6.20%	\$ 4.30
Federal Unemployment Tax	1.50%	\$ 1.04
Workmen's Compensation	8.38%	\$ 5.81
Liability & Umbrella Insurance	10.39%	\$ 7.21
TOTAL TAXES & INSURANCE		\$ 23.66
FRINGE BENEFITS	AMOUNT	
Pension	\$ 7.33	
Health & Welfare	\$ 8.50	
Training	\$ 0.64	
Other Fringe Benefits	\$ 3.54	
TOTAL FRINGE BENEFITS	\$ 20.01	
AMOUNT	\$ 113.01	

CHANGE ORDER PROPOSAL FORM

20.4.2(d) MATERIAL COST REPORT

Date 02/06/2024

CCO Proposal No. 1

BALI Construction,
Contractor or Subcontractor Inc.

Item No. 3

Location Karmont Ave

INVOICE NO.	DESCRIPTION	AMOUNT
1.	Material	\$ 0
	Sales Tax (Prevailing Tax Rate) 7.75%	\$ 0
	Subtotal	\$
2.	Material	\$ 0
	Sales Tax (Prevailing Tax Rate) 7.75%	\$ 0
	Subtotal	\$
3.	Material	\$ 0
	Sales Tax (Prevailing Tax Rate) 7.75%	\$ 0
	Subtotal	\$
SUBTOTAL MATERIAL COST		\$ 0

NOTE: An itemized list of materials, manufacturers, serial numbers, invoices, and other pertinent data shall be submitted along with the material cost report.

Overhead/profit 15%..... \$ 0

Total material/overhead/profit \$ 0

Subcontractor's mark-up of total Sub-Subcontractor
material/overhead/profit (if applicable) 5%..... \$ 0

General contractor's mark-up of total Subcontractor
or Sub-Subcontractor labor/overhead/profit (if applicable) 5% \$ 0

Total \$ 0

CHANGE ORDER PROPOSAL FORM

20.4.2(b) LABOR COST REPORT

Date 02/06/2024

CCO Proposal No. 1

Contractor or Subcontractor California Professional Engineering

Item No. 3

Location Karmont Ave

CLASSIFICATION AND NAME	HOURS	HOURLY RATE	EXTENDED AMOUNTS
Classification: Electrician	OT	\$	\$
Name: Oswaldo Trejo	REG 2	\$ 129.06	\$ 258.12
Classification: Laborer	OT	\$	\$
Name: Miguel Vallejo	REG 2	\$ 97.56	\$ 195.12
Classification: Laborer	OT	\$	\$
Name: Luis Rios	REG 2	\$ 93.86	\$ 187.72
Classification: Laborer	OT	\$	\$
Name: Chris Tobar	REG 2	\$ 93.86	\$ 187.72
Classification: Laborer	OT	\$	\$
Name: Gerardo Jarero	REG 2	\$ 94.63	\$ 189.26
Classification:	OT	\$	\$
Name:	REG	\$	\$
TOTAL LABOR			\$ 1,017.94

Overhead/profit 15%..... \$ 152.69

Total labor/overhead/profit..... \$ 1,170.63

Subcontractor's mark-up of total Sub-Subcontractor
labor/overhead/profit (if applicable) 5%..... \$ _____

General contractor's mark-up of total Subcontractor
or Sub-Subcontractor labor/overhead/profit (if applicable) 5% \$ 58.53

Total \$ 1,229.16

CHANGE ORDER PROPOSAL FORM

20.4.2(c) LABOR RATES REPORT

Date 02/06/2024

CCO Proposal No. 1

Contractor or Subcontractor California Professional Engineer

Item No. 3

Location Karmont Ave

CLASSIFICATION: Electrician		
TAXABLE BASE:		AMOUNT
Base Hourly Pay		\$ 108.40
Vacation		\$ 0
TOTAL TAXABLE BASE		\$ 108.40
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax	8.65%	\$ 5.92
State Unemployment Tax	5.90%	\$ 4.04
Federal Unemployment Tax	0.20%	\$ 4.24
Workmen's Compensation	7.25%	\$ 4.96
Liability & Umbrella Insurance	11.70%	\$ 8.05
TOTAL TAXES & INSURANCE		\$ 27.21
FRINGE BENEFITS	AMOUNT	
Pension	\$ 15.42	
Health & Welfare	\$ 13.54	
Training	\$.81	
Other Fringe Benefits	\$ 3.62	
TOTAL FRINGE BENEFITS	\$ 33.39	
AMOUNT	\$ 129.00	

CHANGE ORDER PROPOSAL FORM

20.4.2(c) LABOR RATES REPORT

Date 02/06/2024

CCO Proposal No. 1

Contractor or Subcontractor California Professional Engineer

Item No. 3

Location Karmont Ave

CLASSIFICATION: <u>Laborer Group 4 Miguel Valles</u>		
TAXABLE BASE:		AMOUNT
Base Hourly Pay		\$49.05
Vacation		\$5.02
TOTAL TAXABLE BASE		\$54.07
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax	8.05%	\$4.08
State Unemployment Tax	5.90	\$3.19
Federal Unemployment Tax	6.20%	\$3.35
Workmen's Compensation	7.25	\$3.92
Liability & Umbrella Insurance	11.76	\$6.86
TOTAL TAXES & INSURANCE		\$21.50
FRINGE BENEFITS	AMOUNT	
Pension	\$9.07	
Health & Welfare	\$8.95	
Training	\$.75	
Other Fringe Benefits	\$3.22	
TOTAL FRINGE BENEFITS	\$21.99	
AMOUNT	\$97.56	

CHANGE ORDER PROPOSAL FORM

20.4.2(c) LABOR RATES REPORT

Date 02/06/2024

CCO Proposal No. 1

Contractor or Subcontractor California Professional Engineer

Item No. 3

Location Karmont Ave

CLASSIFICATION: <u>Labore Group 2 Gerardo Javero</u>		
TAXABLE BASE:		AMOUNT
Base Hourly Pay		\$ <u>46.95</u>
Vacation		\$ <u>5.02</u>
TOTAL TAXABLE BASE		\$ <u>51.97</u>
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax	<u>8.65%</u>	\$ <u>4.50</u>
State Unemployment Tax	<u>5.90%</u>	\$ <u>3.07</u>
Federal Unemployment Tax	<u>6.20%</u>	\$ <u>3.22</u>
Workmen's Compensation	<u>7.25%</u>	\$ <u>3.77</u>
Liability & Umbrella Insurance	<u>11.76%</u>	\$ <u>6.11</u>
TOTAL TAXES & INSURANCE		\$ <u>20.67</u>
FRINGE BENEFITS		AMOUNT
Pension		\$ <u>9.07</u>
Health & Welfare		\$ <u>8.95</u>
Training		\$ <u>.75</u>
Other Fringe Benefits		\$ <u>3.22</u>
TOTAL FRINGE BENEFITS		\$ <u>21.99</u>
AMOUNT		\$ <u>94.63</u>

CHANGE ORDER PROPOSAL FORM

20.4.2(c) LABOR RATES REPORT

Date 02/06/2024

CCO Proposal No. 1

Contractor or Subcontractor California Professional Engineer

Item No. 3

Location Karmont Ave

CLASSIFICATION: <u>Laborer Group 4 Christopher T.</u>		
TAXABLE BASE:		AMOUNT
Base Hourly Pay		\$ <u>40.40</u>
Vacation		\$ <u>5.02</u>
TOTAL TAXABLE BASE		\$ <u>51.42</u>
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax	<u>8.05%</u>	\$ <u>4.45</u>
State Unemployment Tax	<u>5.90%</u>	\$ <u>3.03</u>
Federal Unemployment Tax	<u>6.20%</u>	\$ <u>3.19</u>
Workmen's Compensation	<u>7.25%</u>	\$ <u>3.73</u>
Liability & Umbrella Insurance	<u>11.70%</u>	\$ <u>6.05</u>
TOTAL TAXES & INSURANCE		\$ <u>20.45</u>
FRINGE BENEFITS		AMOUNT
Pension		\$ <u>9.07</u>
Health & Welfare		\$ <u>8.95</u>
Training		\$ <u>.75</u>
Other Fringe Benefits		\$ <u>3.22</u>
TOTAL FRINGE BENEFITS		\$ <u>21.99</u>
AMOUNT		\$ <u>93.86</u>

CHANGE ORDER PROPOSAL FORM

20.4.2(c) LABOR RATES REPORT

Date 02/06/2024

CCO Proposal No. 1

Contractor or Subcontractor California Professional Engineer

Item No. 3

Location Karmont Ave

CLASSIFICATION: <u>Laborer Group 4 Luis Rios</u>		
TAXABLE BASE:		AMOUNT
Base Hourly Pay		\$ 46.40
Vacation		\$ 5.02
TOTAL TAXABLE BASE		\$ 51.42
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax	8.65%	\$ 4.45
State Unemployment Tax	5.90%	\$ 3.03
Federal Unemployment Tax	0.20%	\$ 0.19
Workmen's Compensation	7.25%	\$ 3.73
Liability & Umbrella Insurance	11.70%	\$ 6.05
TOTAL TAXES & INSURANCE		\$ 20.45
FRINGE BENEFITS	AMOUNT	
Pension	\$ 9.07	
Health & Welfare	\$ 8.95	
Training	\$.75	
Other Fringe Benefits	\$ 3.88	
TOTAL FRINGE BENEFITS	\$ 24.99	
AMOUNT	\$ 93.80	

CHANGE ORDER PROPOSAL FORM

20.4.2(e) EQUIPMENT COST REPORT

Date 02/06/2024

CCO Proposal No. 1 Contractor or Subcontractor BALI Construction, Inc.

Item No. 3 Location Karmont Ave

EQUIPMENT NO. (Description, Type, Size)	HOURS	HOURLY RATE	EXTENDED AMOUNTS
25K Case Backhoe	3	\$62.11	\$186.33
Utility Truck w/ Fuel Tank	3	\$39.41	\$118.23
Hydro-Vacuum Excavation Truck	3	\$215.25	\$645.75
SUBTOTAL EQUIPMENT COST			\$ 950.31

Overhead/profit 15%.....\$ 142.55

Total equipment/overhead/profit\$ 1,092.86

Subcontractor's mark-up of total Sub-Subcontractor
equipment/overhead/profit (if applicable) 5%.....\$ 0

General contractor's mark-up of total Subcontractor
or Sub-Subcontractor equipment/overhead/profit (if applicable) 5%.....\$ 0

Total\$ 1092.86

CHANGE ORDER PROPOSAL FORM

20.4.2(c) LABOR RATES REPORT

Date 02/06/2024

CCO Proposal No. 1

Contractor or Subcontractor BALI Construction, Inc.

Item No. 3

Location Karmont Ave

CLASSIFICATION: Cement Mason Foreman		
TAXABLE BASE:		AMOUNT
Base Hourly Pay		\$ 62.00
Vacation		\$ 7.34
TOTAL TAXABLE BASE		\$ 69.34
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax	7.65%	\$ 5.30
State Unemployment Tax	6.20%	\$ 4.30
Federal Unemployment Tax	1.50%	\$ 1.04
Workmen's Compensation	8.38%	\$ 5.81
Liability & Umbrella Insurance	10.39%	\$ 7.21
TOTAL TAXES & INSURANCE		\$ 23.66
FRINGE BENEFITS	AMOUNT	
Pension	\$ 7.33	
Health & Welfare	\$ 8.50	
Training	\$ 0.64	
Other Fringe Benefits	\$ 3.54	
TOTAL FRINGE BENEFITS	\$ 20.01	
AMOUNT	\$ 113.01	

CHANGE ORDER PROPOSAL FORM

20.4.2(a) CONTRACT CHANGE ORDER PROPOSAL SUMMARY REPORT

Date 02/06/2024

CCO Proposal No. 1 Contractor BALI Construction, Inc.

Item No. 4 Location Adella Ave

AMOUNT

General Contractor

1. Labor Cost:.....\$ 2,024.05
2. Material Cost:.....\$ 0
3. Equipment Cost:.....\$ 1092.86
4. Special Forces/Services:\$ 0
- Subtotal Contractor Cost.....\$ 3,116.91

5. Subcontractor/Sub-Subcontractor Name _____

Labor Cost.....\$ 0

Material Cost.....\$ 0

Equipment Cost.....\$ 0

Subtotal Subcontractor/Sub-Subcontractor Cost

6. Subcontractor/Sub-Subcontractor Name

Labor Cost.....\$ 0

Material Cost.....\$ 0

Equipment Cost.....\$ 0

Subtotal Subcontractor/Sub-Subcontractor Cost\$ 0

TOTAL CONTRACT CHANGE ORDER COSTS\$ 3,116.91

CHANGE ORDER PROPOSAL FORM

20.4.2(b) LABOR COST REPORT

Date 02/06/2024

CCO Proposal No. 1 Contractor or Subcontractor BALI

Item No. 4 Location Adella

CLASSIFICATION AND NAME	HOURS	HOURLY RATE	EXTENDED AMOUNTS
Classification: Operating Engineer Name: Oscar Armenta	OT REG 3	\$ \$ 129.75	\$ \$ 389.25
Classification: Carpenter Foreman Name: Alex Sanchez	OT REG 3	\$ \$ 113.23	\$ \$ 339.69
Classification: Cement Mason Journeyman Name: Hector Rauda	OT REG 3	\$ \$ 100.94	\$ \$ 302.82
Classification: Operating Engineer Name: Jose Adame	OT REG 3	\$ \$ 129.75	\$ \$ 389.25
Classification: Cement Mason Foreman Name: Jose Figueora	OT REG 3	\$ \$ 113.01	\$ \$ 339.03
Classification: Name:	OT REG	\$ \$	\$ \$
TOTAL LABOR			\$ 1,760.04

Overhead/profit 15%.....\$ 264.01

Total labor/overhead/profit.....\$ 2,024.05

Subcontractor's mark-up of total Sub-Subcontractor
labor/overhead/profit (if applicable) 5%.....\$ 0

General contractor's mark-up of total Subcontractor
or Sub-Subcontractor labor/overhead/profit (if applicable) 5%\$ 0

Total\$ 2,024.05

CHANGE ORDER PROPOSAL FORM

20.4.2(c) LABOR RATES REPORT

Date 02/06/2024

CCO Proposal No. 1

Contractor or Subcontractor BALI Construction, Inc.

Item No. 4

Location Adella Ave

CLASSIFICATION: Operating Engineer		
TAXABLE BASE:	AMOUNT	
Base Hourly Pay	\$	68.80
Vacation	\$	3.85
TOTAL TAXABLE BASE	\$	75.15
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax	7.65%	\$ 5.75
State Unemployment Tax	6.20%	\$ 4.66
Federal Unemployment Tax	1.50%	\$ 1.13
Workmen's Compensation	8.38%	\$ 6.30
Liability & Umbrella Insurance	10.39%	\$ 7.781
TOTAL TAXES & INSURANCE		\$ 25.64
FRINGE BENEFITS	AMOUNT	
Pension	\$	10.15
Health & Welfare	\$	12.85
Training	\$	1.05
Other Fringe Benefits	\$	4.91
TOTAL FRINGE BENEFITS	\$	28.96
AMOUNT	\$	129.75

CHANGE ORDER PROPOSAL FORM

20.4.2(c) LABOR RATES REPORT

Date 02/06/2024

CCO Proposal No. 1

BALI Construction,
Contractor or Subcontractor Inc.

Item No. 4

Location Adella

CLASSIFICATION: Carpenter Foreman		
TAXABLE BASE:		AMOUNT
Base Hourly Pay		\$ 63.36
Vacation		\$ 7.39
TOTAL TAXABLE BASE		\$ 70.75
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax	7.65%	\$ 5.41
State Unemployment Tax	6.20%	\$ 4.39
Federal Unemployment Tax	1.50%	\$ 1.06
Workmen's Compensation	8.38%	\$ 5.93
Liability & Umbrella Insurance	10.39%	\$ 7.35
TOTAL TAXES & INSURANCE		\$ 24.14
FRINGE BENEFITS		AMOUNT
Pension		\$ 5.91
Health & Welfare		\$ 8.25
Training		\$ 0.72
Other Fringe Benefits		\$ 3.46
TOTAL FRINGE BENEFITS		\$ 18.34
AMOUNT		\$ 113.23

CHANGE ORDER PROPOSAL FORM

20.4.2(c) LABOR RATES REPORT

Date 02/06/2024

CCO Proposal No. 1

BALI Construction,
Contractor or Subcontractor Inc.

Item No. 4

Location Adella Ave

CLASSIFICATION: Cement Mason Journeyman		
TAXABLE BASE:		AMOUNT
Base Hourly Pay		\$ 53.00
Vacation		\$ 7.34
TOTAL TAXABLE BASE		\$ 60.34
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax	7.65%	\$ 4.62
State Unemployment Tax	6.20%	\$ 3.74
Federal Unemployment Tax	1.50%	\$ 0.91
Workmen's Compensation	8.38%	\$ 5.06
Liability & Umbrella Insurance	10.39%	\$ 6.27
TOTAL TAXES & INSURANCE		\$ 20.59
FRINGE BENEFITS		AMOUNT
Pension		\$ 7.33
Health & Welfare		\$ 8.50
Training		\$ 0.64
Other Fringe Benefits		\$ 3.54
TOTAL FRINGE BENEFITS		\$ 20.01
AMOUNT		\$ 100.94

CHANGE ORDER PROPOSAL FORM

20.4.2(d) MATERIAL COST REPORT

Date 02/06/2024

CCO Proposal No. 1

BALI Construction,
Contractor or Subcontractor Inc.

Item No. 4

Location Adella Ave

INVOICE NO.	DESCRIPTION	AMOUNT
1.	Material	\$ 0
	Sales Tax (Prevailing Tax Rate) 7.75%	\$ 0
	Subtotal	\$
2.	Material	\$ 0
	Sales Tax (Prevailing Tax Rate) 7.75%	\$ 0
	Subtotal	\$
3.	Material	\$ 0
	Sales Tax (Prevailing Tax Rate) 7.75%	\$ 0
	Subtotal	\$
SUBTOTAL MATERIAL COST		\$ 0

NOTE: An itemized list of materials, manufacturers, serial numbers, invoices, and other pertinent data shall be submitted along with the material cost report.

Overhead/profit 15%.....\$ 0

Total material/overhead/profit\$ 0

Subcontractor's mark-up of total Sub-Subcontractor
material/overhead/profit (if applicable) 5%.....\$ 0

General contractor's mark-up of total Subcontractor
or Sub-Subcontractor labor/overhead/profit (if applicable) 5%\$ 0

Total\$ 0

CHANGE ORDER PROPOSAL FORM

20.4.2(e) EQUIPMENT COST REPORT

Date 02/06/2024

CCO Proposal No. 1

Contractor or Subcontractor BALI Construction, Inc.

Item No. 4

Location Adella Ave

EQUIPMENT NO. (Description, Type, Size)	HOURS	HOURLY RATE	EXTENDED AMOUNTS
25K Case Backhoe	3	\$62.11	\$186.33
Utility Truck w/ Fuel Tank	3	\$39.41	\$118.23
Hydro-Vacuum Excavation Truck	3	\$215.25	\$645.75
SUBTOTAL EQUIPMENT COST			\$ 950.31

Overhead/profit 15%..... \$ 142.55

Total equipment/overhead/profit \$ 1,092.86

Subcontractor's mark-up of total Sub-Subcontractor
equipment/overhead/profit (if applicable) 5%..... \$ 0

General contractor's mark-up of total Subcontractor
or Sub-Subcontractor equipment/overhead/profit (if applicable) 5%..... \$ 0

Total \$ 1092.86

**AGREEMENT FOR CONSTRUCTION OF THE STORMWATER
INFILTRATION WELLS IMPROVEMENT PROJECT, CITY PROJECT
NO. 670-SD BETWEEN THE CITY OF SOUTH GATE AND BALI
CONSTRUCTION, INC.**

This Agreement for the Construction of the Stormwater Infiltration Wells Improvement Project, City Project No. 670-SD ("Agreement"), is made and entered into on September 12, 2023, by and between the City of South Gate, a municipal corporation ("City"), and Bali Construction, Inc., a California corporation, License No. 524540 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, which involves the Stormwater Infiltration Wells Improvement Project, City Project No. 670-SD.

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

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **Two Hundred Eighty Thousand Four Hundred Eighty Dollars (\$280,480)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

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

ARTICLE IV

INDEMNIFICATION

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

ARTICLE V

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works, and shall complete all work within seventy (70) working days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective on September 12, 2023.

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

CITY OF SOUTH GATE:

By: _____



Maria del Pilar Avalos, Mayor

Dated: _____

09/26/2023

ATTEST:

By: _____



Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:


By: _____



Raul F. Salinas, City Attorney

BALI CONSTRUCTION, INC.

By: _____



Matthew Metoyer, Officer/Assistant Secretary

Dated: September 13, 2023

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

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

DATED: September 13, 2023

BALI CONSTRUCTION, INC.
Contractor

By: 
Matthew Metoyer

Officer/Assistant Secretary
Title

ATTEST:

By: 

Signature

Ops Coordinator

Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

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

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

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

****Executed in Duplicate****

Bond No: 107906108
Premium: \$2,721.00

STORMWATER INFILTRATION WELLS IMPROVEMENT PROJECT,
CITY PROJECT NO. 670-SD
FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to **Bali Construction, Inc.**, ("Contractor" herein) a Contract for:

STORMWATER INFILTRATION WELLS IMPROVEMENT PROJECT, CITY PROJECT NO. 670-SD; 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, THEREFOR, 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 Two Hundred (\$200,000.00) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents. *Eighty Thousand Four Hundred Eighty and 008/100

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.

BALI CONSTRUCTION, INC:

By: _____

MATTHEW METOYER

Title: Officer/Assistant Secretary

9852 Joe Vargas Way

South El Monte, CA 91733

(Type address of Contractor)

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

21688 Gateway Center Drive

Diamond Bar, CA 91765

(Type address of Surety)

By: _____

(Signature of authorized officer)

Kim E. Heredia, Attorney-in-Fact

(Title of officer)

APPROVED AS TO FORM:

By: _____

Raul F. Salinas, City Attorney

CALIFORNIA CERTIFICATE OF 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 9/15/2023 before me, KASSANDRA DE LEON, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared KIM E. HEREDIA

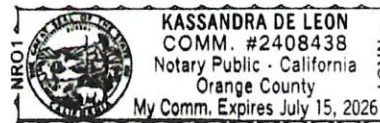
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

KASSANDRA DE LEON, NOTARY PUBLIC



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☒ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

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 Los Angeles

On September 19, 2023 before me, Michelle R. Doyle, Notary Public
(insert name and title of the officer)

personally appeared Matthew Motoyer
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 Michelle R. Doyle (Seal)



STORMWATER INFILTRATION WELLS IMPROVEMENT PROJECT,
CITY PROJECT NO. 670-SD

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded to Bali Construction, Inc., ("Contractor" herein) a Contract for the work described as follows:

STORMWATER INFILTRATION WELLS IMPROVEMENT PROJECT,
CITY PROJECT NO. 670-SD

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, THEREFOR, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of _____ (\$_____) 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.

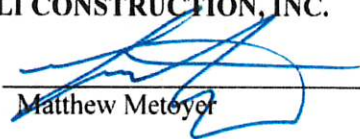
This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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 _____, 2023.

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

CONTRACTOR:
BALI CONSTRUCTION, INC.

By: 
Matthew Metoyer


Title: Officer/Assistant Secretary

9852 Joe Vargas Way
South El Monte, CA 91733
(Type address of Contractor)

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

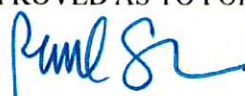
21688 Gateway Center Drive

Diamond Bar, CA 91765
(Type address of Surety)

By: 
(Signature of authorized officer)

Kim E. Heredia, Attorney-in-Fact
(Title of officer)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

CALIFORNIA CERTIFICATE OF 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 9/15/2023 before me, KASSANDRA DE LEON, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared KIM E. HEREDIA-----

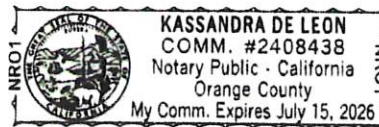
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

KASSANDRA DE LEON, NOTARY PUBLIC



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☒ Attorney-in-Fact
☐ Corporate Officer(s) _____
 Title(s)

- ☐ Guardian/Conservator
☐ Partner Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
 Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____



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 **Kim E. Heredia** of **IRVINE**, **California**, their true and lawful Attorney(s)-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 **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, **2026**



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, 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 **15th** day of **September**, **2023**



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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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 Los Angeles

On September 19, 2023 before me, Michelle R. Doyle, Notary Public
(insert name and title of the officer)

personally appeared Matthew Metoyer
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 Michelle R. Doyle (Seal)



STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

Signed 

See attached Jurat/
certificate 09/13/2023
Mal
Notary Public

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 13th
day of September, 2023, by Matthew Metoyer

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

Michelle R. Doyle
Michelle R. Doyle, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2023

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 SullivanCurtisMonroe Insurance Services (COR) 1920 Main Street Suite 600 Irvine, CA 92614 www.SullivanCurtisMonroe.com License # 0E83670	CONTACT NAME: Tien Le PHONE: 951 493-3314 FAX: 949-852-9782 E-MAIL: tle@sullcurt.com ADDRESS: INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Liberty Mutual Fire Insurance Company (A, XV)</td><td>NAIC # 23035</td></tr><tr><td>INSURER B: Liberty Insurance Corporation (A, XV)</td><td>42404</td></tr><tr><td>INSURER C: Employers Insurance Company of Wausau (A, XV)</td><td>21458</td></tr><tr><td>INSURER D: Indian Harbor Insurance Company (A+, XV)</td><td>36940</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Liberty Mutual Fire Insurance Company (A, XV)	NAIC # 23035	INSURER B: Liberty Insurance Corporation (A, XV)	42404	INSURER C: Employers Insurance Company of Wausau (A, XV)	21458	INSURER D: Indian Harbor Insurance Company (A+, XV)	36940	INSURER E:		INSURER F:	
INSURER A: Liberty Mutual Fire Insurance Company (A, XV)	NAIC # 23035												
INSURER B: Liberty Insurance Corporation (A, XV)	42404												
INSURER C: Employers Insurance Company of Wausau (A, XV)	21458												
INSURER D: Indian Harbor Insurance Company (A+, XV)	36940												
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 76347682**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: All Projects/Locations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TB2Z91470131023	1/31/2023	1/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AS2Z91470131013 Physical Damage: Comp Ded \$1,000 Coll Ded \$1,000	1/31/2023	1/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Deductible \$1,000
B	<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 \$Nil			TH7Z91470131043	1/31/2023	1/31/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	WCCZ91470131033	1/31/2023	1/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Deductible: N/A E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional/Pollution Liability (Mold & Fungus Coverage is Included)			PEC004580408	1/31/2023	1/31/2024	\$5M each Occurrence / \$5M Aggregate
D	Professional Liability			PEC004580408	1/31/2023	1/31/2024	\$25,000 Self-Insured Retention \$5,000,000 Aggregate \$25,000 Self-Insured Retention

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

RE: Ball #23029: South Gate Stormwater Infiltration Wells Improvement

The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents are included as additional insured where required by written contract and subject to policy provisions. Waiver of subrogation and Primary & Noncontributory endorsements applies. 30 Days Notice of Cancellation except for 10 Days for Nonpayment applies.

CERTIFICATE HOLDER**CANCELLATION**

City of South Gate
Attn: City Engineer
8650 California Avenue
South Gate CA 90280

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

AUTHORIZED REPRESENTATIVE

Tien Le

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Policy Number TB2291470131023
Issued by Ball Construction, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. Blanket Additional Insured Where Required By Written Agreement**
 - Lessors of Leased Equipment
 - Managers or Lessors of Premises
 - Mortgagees, Assignees or Receivers
 - Owners, Lessees or Contractors
 - Architects, Engineers or Surveyors
 - Any Person or Organization
- Item 2. Blanket Additional Insured – Grantor Of Permits**
- Item 3. Other Insurance Amendment**

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

- 1. Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- 2. Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional Insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This Insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or
 - c. Any premises for which coverage is excluded by endorsement.
3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This Insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This Insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:
- a. In connection with your premises; or
 - b. In the performance of your ongoing operations.

This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

- 6. **Any Person or Organization Other Than a Joint Venture:** Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with premises owned by or rented to you.

This Insurance does not apply to:

- a. Any person(s) or organization(s) more specifically covered in Paragraphs 1. through 5. above;
- b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or
- c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The Insurance afforded to any person(s) or organization(s) as an insured under this Item 1.:

- 1. Applies to the extent permitted by law;
- 2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;
- 3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- 4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- 5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of Section II – Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and
2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

MAR 21 2024

8:40AM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: March 26, 2024Originating Department: Public Works

Department Director:


 Arturo Cervantes

City Manager:


 Rob Houston

SUBJECT: NOTICE OF COMPLETION FOR THE CONSTRUCTION OF THE ELECTRIC VEHICLE CHARGING STATIONS PROJECT, CITY PROJECT NO. 636-GEN

PURPOSE: To accept the Electric Vehicle Charging Stations Project, City Project No. 636-GEN ("Project") as completed. The Project is completed and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the project and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS: The City Council will consider:

- Accepting completion of construction of the Electric Vehicle Charging Stations Project, City Project No. 636-GEN, effective February 26, 2024, constructed by Green Giant Landscape, Inc.; and
- Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no impact to the General Fund. The final construction cost was \$295,114 inclusive of four change orders. The Project is budgeted in the Capital Improvement Program in the amount of \$409,678, which was funded with \$257,278 in AQMD Funds, \$75,000 in Water Funds, and \$77,400 in MSRC grant funds. The final project expenditures are summarized below.

Project Services	AQMD	Water	MSRC	Total
Design Phase	\$61,285			\$61,285
Construction Contract	\$138,059	\$52,275	\$77,400	\$267,734
Software Service Contract	\$7,000	\$2,000		\$9,000
Construction Contingency	\$1,066	\$2,840		\$3,906
Contract Change Order No.1	\$2,030			\$2,030
Contract Change Order No.2	\$3,570			\$3,570
Contract Change Order No.3	\$7,816			\$7,816
Contract Change Order No.4	\$1,339			\$1,339
Construction Management/Inspection	\$9,018	\$3,607		\$12,625
Project Management & Staff Time	\$9,023	3,609		\$12,632
Total Project Budget	\$240,206	\$64,331	\$77,400	\$381,937

ANALYSIS: Construction of the Project is complete, and staff is preparing to release the final payment to Green Giant Landscape, Inc. Public Contract Code Section 7107 establishes that the City must accept the completion of construction and issue public notice of such prior to releasing the final payment. The Notice of Completion provides written notice to concerned parties that all work on the Project has been completed and initiates the 35-day period within which concerned parties may exercise their lien rights for the work they performed on the Project. The City may use a part, or all, of the 5% retention payment to settle any liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release the retention and any remaining amounts due to the Contractor.

BACKGROUND: The Project is budgeted in the Fiscal Year 2022/23 Capital Improvement Program and includes the procurement and installation of six (6) Electric Vehicle Charging Stations located at the City Hall Parking Garage (1-dual charging station), Police Department (2-dual charging stations), Public Works Corporate Yard (2-dual charging stations), and the Civic Center (1-dual charging station).

On January 10, 2023, the City Council awarded Contract No. 2023-02-CC to Green Giant Landscape, Inc., in the amount of \$267,734. Construction began on February 6, 2023, and was completed by February 26, 2024. The final construction contract amount is \$282,489, inclusive of four contract change orders, as summarized below.

- Contract Change Order No. 1 was in the amount of \$2,030 to fund the rescheduling of day work to night work to eliminate noise impacts to the City Hall from concrete drilling in the underground garage.
- Contract Change Order No. 2 was in the amount of \$3,570 and funded construction of a frame around existing conduit to offset the electric charging station from the wall.
- Contract Change Order No. 3 was in the amount of \$7,816 to fund disconnecting electricity, adding electrical wiring, ground fuses and disconnect service to meet the Building Code requirements.
- Contract Change Order No. 4 was in the amount of \$1,333 to fund installing a phase 3 electrical panel to be compatible with a phase 3 transformer.

The change orders were approved administratively in accordance with South Gate Municipal Code Section 1.54.610 (Approval of modifications and change orders).

The Contractor has met all the contract obligations. Work was performed in accordance with the approved specifications with acceptable quality and workmanship. The City Council may now accept the Project as complete and the Notice of Completion can now be filed with the Los Angeles County Registrar Recorder's Office.

ATTACHMENTS: A. Notice of Completion
B. Change Order Nos. 1, 2, 3 and 4
C. Contract No. 2023-02-CC

LC:lc

RECORDING REQUESTED BY

AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any Interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue	In Fee
	South Gate, CA 90280	

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)
- 4 A work of improvement on the property hereinafter described was COMPLETED ON 2/26/24
- 5 The name of the CONTRACTOR, if any, for such work of improvement was Green Giant Landscape, Inc., 941-A Macy Street, La Habra, CA 90631.
- 6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

ELECTRIC VEHICLE CHARGING STATIONS PROJECT, CITY PROJECT NO. 636-GEN

- 7 The street and address of said property is: 8620 California Ave, Dated: March 26, 2024
South Gate, CA 90280

- 8 Signature of }

Owner or Owners Gil Hurtado, Mayor
City of South Gate

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

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above



City of
South
Gate

City of South Gate, Public Works Department Contract Change Order

Date: 5/4/2023 Change Order No. 01

Account No. 311-790-49-9914

Contractor: Green Giant Landscape, Inc

Contract No. 2023-02-CC _____

Contract Date: 01/10/23

Account Code _____

Plan Reference : Electric Vehicle Charging Stations Project, City Project No. 636-GEN

Change Order Amount : \$2,030

Extension of Contract: 0

Reason for Change: Contractor left site and had to return at a later time on March 8, 2023.

Description of Change: Contractor left job site and had to return at a later time to finish drilling through the building at the City Hall Underground Garage Building.

Original Contract Amount	\$ 267,734.00
Total of previous authorized Change Orders	\$ -
New Change Order Amount	\$2,030
New Contract Amount	\$ 269,764.00

The Changes described above are hereby authorized.

Approved: _____, 20____.

Associate Engineer; Laura Ochoa

Deputy City Engineer; Luis Osuna

Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.

City Manager; Rob Houston Date

Contractor: Green Giant Landscape, Inc

Construction Manager

Date:

Original - Project File

CC:- Contractor

- Department



City of South Gate, Public Works Department
Contract Change Order

Date: 5/4/2023 Change Order No. 02

Account No. 311-790-49-9914

Contractor: Green Giant Landscape, Inc

Contract No. 2023-02-CC _____

Contract Date: 01/10/23

Account Code _____

Plan Reference : Electric Vehicle Charging Stations Project, City Project No. 636-GEN

Change Order Amount : \$3,569.86

Extension of Contract: 1

Reason for Change: Contractor was unable to install Charging Station at PD because there was existing conduit

Description of Change: Contractor had to place a frame behind the Charging Station to hold it in place about 4 in from the wall.

Original Contract Amount	\$ 267,734.00
Total of previous authorized Change Orders	\$2,030.00
New Change Order Amount	\$3,569.86
New Contract Amount	\$ 273,333.86

The Changes described above are hereby authorized.

Approved: _____, 20____.

Laura Ocilio

Associate Engineer; Laura Ocilio

[Signature]

Contractor: Green Giant Landscape, Inc

Laura Ocilio

Construction Manager

Date:

[Signature]

Deputy City Engineer; Luis Osuna

[Signature]

Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.

[Signature]

City Manager; Rob Houston

Date

Original - Project File

CC: - Contractor
- Department



City of
South
Gate

City of South Gate, Public Works Department Contract Change Order

Date: 8/14/2023 Change Order No. 03

Account No. 311-790-49-9914

Contractor: Green Giant Landscape, Inc

Contract No. 2023-02-CC _____

Contract Date: 01/10/23

Account Code _____

Plan Reference : Electric Vehicle Charging Stations Project, City Project No. 636-GEN

Change Order Amount : \$7,815.76

Extension of Contract: 2

Reason for Change: City requested to add wires, service disconnect, and fuses.

Description of Change: City requested to add additional Number 2 wire 150 LF, add 50 LF additional 2/0, additional #6 ground wire, service disconnect, and fuses.

Original Contract Amount	\$ 267,734.00
Total of previous authorized Change Orders	\$5,599.86
New Change Order Amount	\$7,815.76
New Contract Amount	\$ 281,149.62

The Changes described above are hereby authorized.

Approved: _____, 20____

8-14-23

Associate Engineer; Laura Ochoa

Deputy City Engineer; Luis Osuna

Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.

City Manager; Rob Houston

Date

Contractor: Green Giant Landscape, Inc

Construction Manager

Date:

Original - Project File

CC: - Contractor
- Department



City of
South
Gate

City of South Gate, Public Works Department Contract Change Order

Date: 11/7/2023 Change Order No. 04

Account No. 311-790-49-9914

Contractor: Green Giant Landscape, Inc

Contract No. 2023-02-CC _____

Contract Date: 01/10/23

Account Code _____

Plan Reference : Electric Vehicle Charging Stations Project, City Project No. 636-GEN

Change Order Amount : \$1,339.09

Extension of Contract: 1

Reason for Change: Phase 3 electrical panel to match approved phase 3 transformer.

Description of Change: Contractor submitted incorrect transformer, and the City approved the submittal. The electrical panel called out in plans was no longer compatible with the approved transformer.

Original Contract Amount	\$ 267,734.00
Total of previous authorized Change Orders	\$5,599.86
New Change Order Amount	\$1,339.09
New Contract Amount	\$ 274,672.95

The Changes described above are hereby authorized.

Approved: Nov 13, 2023

Assistant Engineer; Lorenzo Camargo

Deputy City Engineer; Luis Osuna

Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.

City Manager; Rob Houston Date

Contractor: Green Giant Landscape, Inc

Construction Manager

Date: 1/8/24

Original - Project File
CC: - Contractor
- Department

Contract No. 2023-02-CC

**AGREEMENT FOR THE EQUIPMENT AND INSTALLATION OF
ELECTRIC VEHICLE CHARGING STATIONS PER SOUTH GATE,
CITY PROJECT NO. 636-GEN BETWEEN THE CITY OF SOUTH GATE
AND GREEN GIANT LANDSCAPE, INC.**

This Agreement for the Electric Vehicle Charging Stations, City Project No. 636-GEN ("Agreement"), is made and entered into on January 10, 2023, by and between the City of South Gate, a municipal corporation ("City"), and Green Giant Landscape, Inc., a California corporation, License No. 670478 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, which involves the Electric Vehicle Charging Stations, City Project No. 636-GEN.

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

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **Two Hundred Sixty Seven Thousand Seven Hundred and Thirty Four Dollars (\$267,734)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

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

ARTICLE IV

INDEMNIFICATION

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

ARTICLE V

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works, and shall complete all work within **Forty-Five (45)** working days thereafter, not including procurement (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

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

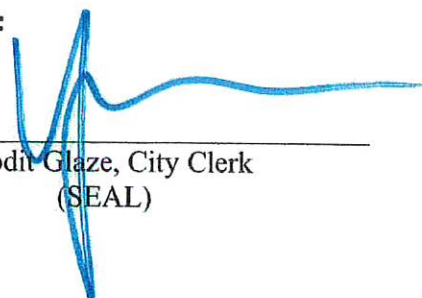
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:


By: 
Maria del Pilar Avalos, Mayor

Dated: 01/25/2023

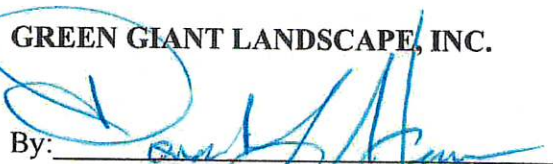
ATTEST:

By: 
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

GREEN GIANT LANDSCAPE, INC.

By: 
Donald L. Henderson, President

Dated: January 12, 2023

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

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

DATED: January 12, 2023

GREEN GIANT LANDSCAPE, INC.

Contractor

By: 

Donald L. Henderson

President

Title

ATTEST:

By: _____

Signature

Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

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

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

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

**SOUTH GATE ELECTRIC VEHICLE CHARGING STATIONS PROJECT
CITY PROJECT NO. 636-GEN**

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to Green Giant Landscape, Inc., ("Contractor" herein) a Contract for:

**SOUTH GATE ELECTRIC VEHICLE CHARGING STATIONS PROJECT, CITY
PROJECT NO. 636-GEN; and**

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

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

NOW, THEREFORE, we, Contractor and Philadelphia Indemnity Insurance Company as Surety, are held and firmly bound unto the City in the penal sum of ** (\$ **) 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.

**** Two Hundred Sixty Seven Thousand Seven Hundred Thirty Four and 00/100s *** \$267,734.00**

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.

Date: January 9th, 2023

CONTRACTOR NAME: Green Giant Landscape, Inc.

By: 
Donald L. Henderson

Title: President

941-A Macy St., La Habra, CA 90631
(Type address of Contractor)

Philadelphia Indemnity Insurance Company
(Type name of Surety)

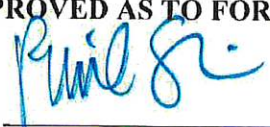
800 E. Colorado Blvd., 6th Floor

Pasadena, CA 91101
(Type address of Surety)

By: 
(Signature of authorized officer)

Ryan Butterfas, Attorney-in-Fact
(Title of officer)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, 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.

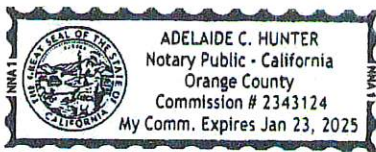
State of California)
County of Orange)

On JAN 09 2023 before me, Adelaide C. Hunter, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Ryan Butterfas
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 A. Hunter
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: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



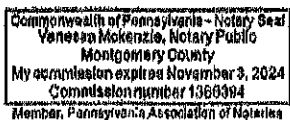
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 3rd day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of January, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**SOUTH GATE ELECTRIC VEHICLE CHARGING STATIONS PROJECT
CITY PROJECT NO. 636-GEN**

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded to **Green Giant Landscape, Inc.**, ("Contractor" herein) a Contract for the work described as follows:

**SOUTH GATE ELECTRIC VEHICLE CHARGING STATIONS PROJECT
CITY PROJECT NO. 636-GEN**

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

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of ** (\$ **) 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. ** Two Hundred Sixty Seven Thousand Seven Hundred Thirty Four and 00/100s
*** \$267,734.00

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on January 9th , 2023.

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

CONTRACTOR:
GREEN GIANT LANDSCAPE, INC.

By: 
Donald L. Henderson

Title: President

941-A Macy St., La Habra, CA 90631
(Type address of Contractor)

Philadelphia Indemnity Insurance Company
(Type name of Surety)

800 E. Colorado Blvd., 6th Floor

Pasadena, CA 91101
(Type address of Surety)

By: 
(Signature of authorized officer)

Ryan Butterfas, Attorney-in-Fact
(Title of officer)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, 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.

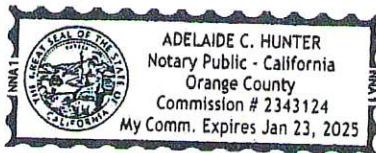
State of California)

County of Orange)On JAN 09 2023 before me, Adelaide C. Hunter, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Ryan Butterfas
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 A. Hunter
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: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of Indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



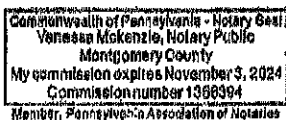
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of January, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA

)

) SS.

COUNTY OF

)

Donald L. Henderson being first duly sworn, deposes and says that he is
President of Green Giant Landscaping (sole owner, a
partner, president, etc.) a corporation the party making the foregoing bid,
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,
company, association, organization or corporation, that such bid is genuine and not collusive or
sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in
a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with
any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that said
bidder has not in any manner, directly or indirectly, sought by agreements, communication or
conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the
overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any
advantage against the public body awarding the Contract or anyone interested in the proposed
Contract; that all statements contained in such bid are true and, further, that said bidder has not,
directly or indirectly, submitted his bid price, or any breakdown thereof, or the contents thereof,
or divulged information or data relative thereto, or paid and will not pay any fee in connection
therewith to any corporation, partnership, company, association, organization, bid depository or to
any member or agent thereof, or to any other individual, except to such person or persons as have
a partnership or other financial interest with said bidder in their general business.

Signed



President

Title

Subscribed and sworn to before me this _____ day of _____, 2023.

see attached California Jurat

Notary Public

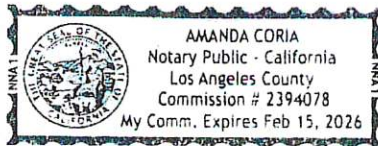
(Attach Notary Certificate)

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 12th
day of January, 2023, by Donald Louis Henderson

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read 'Donald Louis Henderson', written over a horizontal line.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2023

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

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

PRODUCER	CONTACT NAME: Certificate Department
AP Tuttle Insurance Services	PHONE (A/C, No. Ext): (949) 281-5335
2913 S Pullman St	FAX (A/C, No.): (949) 281-1911
License #DB89378	E-MAIL: cortiz@tuttle.com
Santa Ana	ADDRESS:
CA 92705	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Ohio Casualty Ins Co
Green Giant Landscapes, Inc.	INSURER B: American Fire & Gas Ins Co
941-A Macy Street	INSURER C: Oak River Ins Co
La Habra	INSURER D:
CA 90631	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 22-23

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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKO66385248	10/09/2022	10/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ESA56365248	10/09/2022	10/09/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	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 Y	N/A	GRWC323075	04/01/2022	04/01/2023	<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

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

RE: Equipment & Installation of Electric Vehicle Charging Station per South Gate City Project #636-GEN
City of South Gate, South Gate Housing Authority and the officers, employees, elected officials and agents are named as additional insured per attached Blanket GLA/ Endts. Included-CG2010 04/13 & CG2037 04/13.

CERTIFICATE HOLDER

CANCELLATION

City of South Gate 8650 California Ave. South Gate CA 90280	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Additional Named Insureds

Other Named Insureds

Henderson Family 2009 Trust

Trust, Additional Named Insured

ADDITIONAL COVERAGES									
Ref #	Description Experience Mod Factor 1				Coverage Code EXP01	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
					- \$10,326.00				
Ref #	Description WC & Employer's liability				Coverage Code WCEL	Form No.	Edition Date		
Limit 1 1,000,000	Limit 2 1,000,000	Limit 3 1,000,000	Deductible Amount	Deductible Type	Premium				
Ref #	Description Tax/Srchgs				Coverage Code ASMN	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
					\$1,167.00				
Ref #	Description Blanket Waiver				Coverage Code BLKWP	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
					\$675.00				
Ref #	Description Expense constant				Coverage Code EXCNT	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
					\$100.00				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				
Ref #	Description				Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium				

OPADTLGV

Copyright 2001, AMS Services, Inc.

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)

Blanket

1371 Macy St

La Habra, CA 90631

Location And Description Of Completed Operations

Work described in writing in the contract,
agreement or permit.

Locations at which You performed work
described in 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.

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):

Blanket

1371 Macy St

LA HABRA, CA 90631

Location(s) Of Covered Operations

Any locations when You have agreed in 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2023

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 Craft Guard Insurance Services 1930 S Coast Hwy Oceanside CA 92054		CONTACT NAME: Ashley Garcia PHONE (A/C, No, Ext): 760-814-0020 FAX (A/C, No): 844-960-5600 E-MAIL ADDRESS: Info@craftguardinsurance.com	
INSURED Green Giant Landscape, Inc 941 Macy St Ste A La Habra CA 90631		INSURER(S) AFFORDING COVERAGE INSURER A: INFINITY AUTO INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11738	

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	504-61013-8064-001	05/08/2022	06/08/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name: Electric Vehicle Charging Stations
Project Number: 636-GEN

CERTIFICATE HOLDER**CANCELLATION**

City of South Gate
Attn: City Engineer
86501 California Ave
South Gate CA 92080

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

Joshua Lenahan

**Infinity Commercial Auto**

11700 Great Oaks Way, Suite 450

Alpharetta, GA 30022

Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391

Claims Service: (800) 334-1661

ADDITIONAL NAMED INSURED ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
Green Giant Landscape, Inc. 941 Macy St Ste A La Habra, CA 90631-3466	504-61013-8064-001	05/08/2023 12:01 a.m.
	Named Insured	
	Green Giant Landscape, Inc.	
	This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested.	

Additional Insured
City of South Gate South Gate Housing Authority

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an **insured** will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.

INSURED COPY

AMEND DATE: 01/09/2023

50461AIS01

ENDORSEMENT: 3-5



Infinity Commercial Auto
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022

Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391

Claims Service: (800) 334-1661

PRIMARY AND NONCONTRIBUTORY ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
Henderson, Donald Louis 941 MACY ST STE A LA HABRA, CA 90631-3466	504-61013-8064-001	05/08/2023 12:01 a.m.
	Named Insured	
	Green Glant Landscape Inc	
	This endorsement is attached to and forms a part of the listed policy. The following endorsement applies only if Form Number 500PNCV01 appears on your Declarations Page.	

This endorsement modifies the insurance provided under your COMMERCIAL AUTO POLICY.

PART A – LIABILITY COVERAGE

OTHER INSURANCE – PART A ONLY

The following is added to this section:

The coverage afforded under **your** Commercial Auto Policy is primary to and will not seek contribution from any other insurance available to an additional insured under **your** policy provided that:

- You** have agreed in writing in a contract or agreement that the coverage afforded under **your** Commercial Auto Policy would be primary and would not seek contribution from any other insurance available to such additional insured; and
- Such additional insured is a named insured under such other insurance.

ALL OTHER TERMS, LIMITS, CONDITIONS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

INSURED COPY

AMEND DATE: 01/09/2023

500PNCV01

ENDORSEMENT: 3-5

**Infinity Commercial Auto**

11700 Great Oaks Way, Suite 450

Alpharetta, GA 30022

Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391

Claims Service: (800) 334-1861

WAIVER OF SUBROGATION

Copy To:	Policy ID Number:	Expiration Date:
GREEN GIANT LANDSCAPE INC 941 MACY ST STE A LA HABRA CA 90631-3466	504-61013-8064-001	05/08/2023 12:01 a.m.
	Named Insured:	
	Green Giant Landscape, Inc.	
This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested.		

In return for **your** premium payment shown below, **we** agree that **our** rights of subrogation or rights of recovery under the policy will not apply against the following person or organization:

City of South Gate

(name of person or organization)

Additional premium in the amount of **\$25** will be retained by **us** regardless of any early termination of this endorsement or the policy.

All other policy provisions remain unchanged.

INSURED COPY

AMEND DATE: 01/09/2023

50461SWF01

ENDORSEMENT: 3-5

MAR 20 2024

4:00pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: March 26, 2024
Originating Department: Administrative Services

Department Director:



Wendy O'Kelly

City Manager:



Rob Houston

SUBJECT: MID-YEAR BUDGET REPORT FOR FISCAL YEAR 2023-24

PURPOSE: To provide City Council an update of the financial status for the Fiscal Year 2023-24 budget and to approve various updates to the fund balance figures and mid-year budget adjustments.

RECOMMENDED ACTIONS:

- a. Update the Fiscal Year 2023-24 Adopted Budget by accepting June 30, 2023, ending fund balances as illustrated in Attachment 1; and
- b. Modify the Fiscal Year 2023-24 Adopted Budget and approve the additional appropriations and adjustments as recommended in this report and outlined in Attachment 2 and 3 with any changes approved by the City Council.

FISCAL IMPACT: The Fiscal Year 2023-24 Adopted Budget will be adjusted based on the revisions to beginning fund balances as depicted in Attachment 1, and the items approved by the City Council as outlined in the report and as listed in Attachment 3.

ANALYSIS: With the independent audit for Fiscal Year 2022-23 completed, it is appropriate for staff to provide the City Council with an updated current budget that reflects revised fund balance figures and the recommended mid-year budget adjustments.

BACKGROUND: The Mid-Year Budget Report is divided into two sections. Section I will review the revised budget balances because of the independent audit and proposed budget modifications which address the budget variances and specific needs of the departments. Section II will provide a financial status report of the current fiscal year for the General Fund and other operating funds as of January 31, 2024.

I. FUND BALANCES FOR JUNE 30, 2023, AND PROPOSED BUDGET MODIFICATIONS

The mid-year review is conducted by staff to update fund balance figures after year-end and completion of the Annual Comprehensive Financial Report (ACFR) and propose budget modifications.

What was the estimated General Fund balance at FY 2022-23 year-end after completing the June 30, 2023, ACFR?

Once the independent audit and ACFR are completed, typically in December, staff updates the current budget with the revised beginning fund balances and recognizes those net changes in City funds. This is an important step: updating fund balances after the independent audit clarifies the actual fund balances for each fund and the change related to the estimated fund balance and the actual fund balance. Staff will then update the current budget by adopting the revised beginning fund balance figures and recognizing the net changes in available fund balance.

Table 1: Summarizes the net change for the City's operating funds for Fiscal Year 2022-23.

TABLE 1

Fund Category	Estimated Ending Fund Balance FY 2022-23	Actual Ending Fund Balance FY 2022-23	Change in Ending Fund Balance
General Fund*	6,571,877	8,274,890	1,703,013
Special Revenue Funds	28,488,001	31,858,932	3,370,931
Capital Project Funds	1,769,527	5,162,596	3,393,069
Enterprise Funds	23,003,406	37,322,965	14,319,559
Internal Service Funds	4,094,136	2,458,216	(1,635,920)

**excludes General Fund Reserves*

What were the estimated net changes for the other funds at FY 2022-23 year-end after completing the June 30, 2023, ACFR?

Attachment 1 provides details of the revised fund balances illustrating the actual balances for each fund and the difference between the expected ending fund balance and the actual balances for the fiscal year.

General Fund

The ending fund balance for the General Fund was \$1.7 million higher than initially anticipated. Factors that led to this result include:

- Property Tax and Real Estate Transfer Tax revenues were up by 7% compared to the prior year and 11% above budget estimates resulting in \$1.1 million added to the available fund balance. This was a result of an uptick in the median home value in South Gate.
- On the expenditure side, City departments saved approximately \$1.375 million last year mostly attributed to salary savings. The City averaged around 38 full-time vacancies during the fiscal year out of 346 full-time budgeted positions.

What mid-year adjustments to appropriations are recommended?

The following tables summarize the proposed mid-year budget adjustments submitted to the Administrative Department to be considered by the City Council. The proposed adjustments can be related to policy, operational or financial matters. The following tables illustrate the recommendations to address issues at mid-year.

TABLE 2 - General Fund

		Appropriate	
		One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance		\$38,965	\$0
1 Various Departments	FY22-23 Ending Fund Balance Adjustment	1,703,013	
2 Various Departments	Council Appropriations from Jul 2023 - Jan 2024	(424,790)	
Subtotal Budget Changes		1,317,188	
3 Various Departments	Salary savings from staff vacancies	1,375,000	
4 Admin Services	FB Coverage for Street Lighting & Landscaping	(171,735)	
5 Admin Services	FB Coverage for Insurance Fund	(415,789)	
6 Admin Services	FB Coverage for Bldg & Infrastructure Fund	(791,946)	
7 City Attorney	Increase City Attorney budget for Legal Fees	(300,000)	
8 City Clerk	PT to FT CH Receptionist - balance of FT salaries for FY23/24	(53,800)	
9 Human Resources	Professional Services for Executive Recruitment and Compensation Study	(90,000)	
10 Human Resources	Employee Relations Committee - Employee Engagement	(20,000)	
11 Police	Professional Services for Traffic Control Plans	(88,948)	
12 Public Works	Traffic Control Study - Tweedy Blvd Christmas Parade	(47,995)	
13 Community Development	Equipment for Street Vending Team	(35,000)	
14 Community Development	Tweedy Mile Specific Plan - quote was higher	(50,000)	
15 Parks & Recreation	Reduce budget for lower than anticipated expenditures	102,500	
16 Parks & Recreation	Conservation Corp of Long Beach - Prior Year Appropriations	(250,515)	
Subtotal Budget Changes		(838,228)	
Remaining Fund Balance		\$478,960	\$0

The staff is proposing several budget modifications to address budget variances that will most likely occur by year-end. These budget modifications will be offset by the \$1.375 million in salary savings that is expected this fiscal year due to staff vacancies. As of January 31, 2024, the City had 38 full-time vacancies.

Special Revenue Funds

Special Revenue funds are used to account for revenues derived from specific taxes or other revenue sources that are restricted by law and can only be used for specified purposes. The collective ending fund balance for the City's Special Revenue Funds was \$3.37 million higher than initially anticipated. However, it is important to note that this net change is due to the timing of grant revenues and capital project expenditures at year-end. The 5-Year Capital Improvement Program (CIP) will be updated as part of the FY 2024-25 Budget Process to account for the timing of these expenditures.

In addition to recognizing the revised fund balances for the Special Revenue Funds, as outlined in Attachment B, the staff is proposing the following budget adjustments. Each table includes a FY 2022-23 year-end actuals adjustment. This is to ensure we are capturing the difference between the estimated fund balance and the actual fund balance, as a result of the ACFR. This process provides the most accurate available fund balance for FY 2023-24 after the budget modifications are considered.

Asset Forfeiture Fund

The Asset Forfeiture Fund collects revenues through the seizure of drug-related assets by the South Gate Police Department and is restricted to the use of law enforcement activities. Currently, the fund helps pay for expenses, such as overtime and equipment, that the General Fund would otherwise cover.

The Police Department is proposing several budget modifications to help fund the purchase of equipment and supplies pertinent to police operations. Table 3 below summarizes the proposed budget adjustments.

TABLE 3 - Asset Forfeiture Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$633,664	\$0
1 Admin Services	FY22-23 Ending Fund Balance Adjustment		87,454	
2 Police	Council Appropriations from Jul 2023 - Jan 2024		(21,445)	
3 Police	Steering wheel locks		(13,651)	
4 Police	Maintenance for body-worn cameras		(11,314)	
5 Police	Replacement of 12 computers and radios		(49,436)	
6 Police	Esoph System for background investigations		(10,000)	
7 Police	Radio and Emergency Equipment for two PD vehicles		(15,186)	
Subtotal Budget Changes			(33,578)	
Remaining Fund Balance			\$600,086	\$0

Measure R Funds

These funds are used to fund new transportation projects and programs. The revenues are both a ½ cent tax measures that are administered by Metro. The proposed budget modification is to cover extra staff time used for unexpected clean-up activities. Table 4 summarizes the proposed budget adjustments.

TABLE 4 - Measure R Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$451,739	\$ -
1 Administrative Services	FY22-23 Ending Fund Balance Adjustment		447,228	
2 Public Works	Overtime Budget - Unexpected Clean-up Activities		(52,000)	
Subtotal Budget Changes			395,228	
Remaining Fund Balance			\$846,967	\$0

Park Enhancement Fund

The Park Enhancement Fund is used to collect rent payments from various park related facilities to help maintain the parks and parks facilities. Staff recommendations in Table 5 propose using these funds to cover repairs to Myrtha Pool.

TABLE 5 - Park Enhancement Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$255,836	\$ -
1	Administrative Services	FY22-23 Ending Fund Balance Adjustment	(21,163)	
2	Public Works	Mitchell Swim Stadium - Myrtha Pool Repairs	(45,000)	
3	Public Works	Graffiti Removal and Supplies - Park Facilities	(25,000)	
Subtotal Budget Changes			(91,163)	
Remaining Fund Balance			\$164,673	\$0

Enterprise Fund

The Enterprise Funds consist of the Water Fund, Sewer Fund, and Refuse Fund. These funds are financed and operated in a manner similar to a private business enterprise. The intent is that the costs of providing goods and services to the public are to be recovered through user charges.

In response to the City Council's recommendation to improve the water operations and customer service, Staff is proposing budget adjustments as part of the Meter Reading Improvement Program. This program includes the procurement of an electric vehicle, new computer software technology to assist with meter reading and reporting. In addition, Staff recommends adding a water conservation program to educate and incentivize our water customers. Table 6 below summarizes the proposed budget adjustments.

TABLE 6 - Water Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$16,561,547	\$ -
1	Administrative Services	FY22-23 Ending Fund Balance Adjustment	14,118,623	
2	Admin Services	Council Appropriations from Jul 2023 - Jan 2024	(316,860)	
3	Admin Services	Printing and Mailing - Water Reimbursement Credit Program	(19,171)	
4	Public Works	Meter Reading Improvement Program-FT Customer Service Manager	(130,928)	
5	Public Works	Meter Reading Improvement Program-Water Conservation Incentive Program	(30,000)	
6	Public Works	Meter Reading Improvement Program-PT Maintenance Helpers	(30,000)	
7	Public Works	Electric vehicles trucks for the new proposed full-time positions	(72,000)	
8	Public Works	Upgrade to Cloud-based computer software program for meter reading	(44,000)	
Subtotal Budget Changes			13,475,664	
Remaining Fund Balance			\$30,037,211	\$0

Although the Refuse Fund is not projected to produce additional revenues as the City contracts with UWS to operations and customer service. Table 7 summarizes the proposed budget adjustment for the community outreach efforts which notified residents of the transition to the new refuse contractor.

TABLE 7 - Refuse Fund

		Appropriate	
		One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance		\$840,434	\$ -
1 Admin Services	FY22-23 Ending Fund Balance Adjustment	(5,424)	
2 Admin Services	Council Appropriations from Jul 2023 - Jan 2024	(110,000)	
3 City Manager	Community Outreach -UWS transition	(49,000)	
Subtotal Budget Changes		(164,424)	
Remaining Fund Balance		\$676,010	\$0

Internal Service Funds

The Internal Service funds include the Insurance Fund (Worker's Compensation and Liability Insurance); Information Systems Fund; Fleet Management Fund; Capital Asset & Equipment Replacement Fund; and Building Maintenance & Infrastructure Fund. The City uses internal service fund allocations to determine the cost of departmental operations. The development of internal service fund allocations is considered to be a best practice with both private and public sectors.

Staff is proposing a fund balance transfer as shown in Table 8 in the amount of \$415,789. It is important to point out if this transfer is not needed at the end of the fiscal year staff will transfer these funds back into the General Fund. The Insurance Fund covers general liability programs and expenses that include the cost of liability claims against the City, the cost of claims administration including legal expenses, and the excess insurance premium.

TABLE 8 - Insurance Fund

		Appropriate	
		One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance		\$569,886	\$ -
1 Admin Services	FY22-23 Ending Fund Balance Adjustment	(685,675)	
2 Risk Management	Reduce budget for lower than anticipated expenditures	500,000	
3 Risk Management	Legal Fees for Liability Claims	(800,000)	
4 Admin Services	FB Coverage for Insurance Fund	415,789	
Subtotal Budget Changes		(569,886)	
Remaining Fund Balance		\$0	\$0

The Fleet Services Division of the Public Works Department is responsible for the cost of maintaining and replacing vehicles. Table 9 summarizes the proposed budget adjustment for a water pump replacement part for the sewer cleaner vehicle.

The Computer Information Systems Division is responsible for the Technology Fund, which covers the cost of maintaining and replacing City computers, telecommunications, and duplicating equipment. Table 10 summarizes the proposed budget adjustments for the software licenses and upgrade of the City's point of sale system in various departments.

TABLE 9 - Fleet Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$44,256	\$ -
1	Administrative Services	FY22-23 Ending Fund Balance Adjustment	(20,604)	
2	Public Works	High-Pressure water pump for Sewer Division Combo/Vac Truck	(23,652)	
Subtotal Budget Changes			(44,256)	
Remaining Fund Balance			\$0	\$0

TABLE 10 - Information Systems Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$937	\$ -
1	Admin Services	FY22-23 Ending Fund Balance Adjustment	22,755	
2	Admin Services	Upgrade and additional licenses for Tyler Cashiering (Point of Sale System)	(17,000)	
Subtotal Budget Changes			5,755	
Remaining Fund Balance			\$6,692	\$0

II. FINANCIAL STATUS REPORT FOR FISCAL YEAR 2023-24 AS OF JANUARY 31, 2024.

The second part of the Mid-Year Report provides a financial status update of the current fiscal year for the General Fund and other operating funds as of January 31, 2024. Staff reviews the current year's budget against actuals ensuring that revenues and expenditures are on track to yield anticipated outcomes. As of January 31, the fiscal year is considered 58.3% complete. This percentage will help compare what the City has received or spent to-date compared to what was budgeted. Note: Not all revenues and expenditures are incurred evenly throughout the year. Some deposits or payments may be more sporadic throughout the year causing variances in the percentage received or spent. Essentially, we need to provide some context as to why the City is experiencing any variances and if they are due to timing or other factors.

General Fund

The General Fund has a revenue budget of \$61.8 million for Fiscal Year 2023-24. As of January 31, 2024, we have received \$29 million which is 44.19% of the overall revenue budget. This is demonstrating the City is tracking in normal fashion; considering many of the major revenue sources, such as Sales Tax, have a 2-month lag time. As of January 31, 2024, Sales Tax is at 31% received which is slightly lower and expected to be lower based on inflation tapering off. Additionally, other revenue sources, such as Franchise Tax and Business License Tax, have lower amounts received to date because the revenues are received on a quarterly or annual basis. Those revenues are expected to come in as planned by year-end. Below is a chart that shows, by major revenue category, the General Fund revenues as of January 31st, compared to the adopted budget.

Revenues - By Category	2023-24 Adopted Budget	Actuals as of 1/31/2024	% Recv'd
Property Taxes	17,010,000	8,227,535	48.37%
State Sales Taxes	14,288,000	4,476,244	31.33%
Local Sales Tax	13,836,000	4,537,426	32.79%
Franchise Taxes	1,872,300	217,417	11.61%
Business License Taxes	1,596,400	288,224	18.05%
Transient Occupancy Taxes	561,600	289,883	51.62%
Other Taxes	1,695,900	897,161	52.90%
Permits	1,742,000	991,306	56.91%
Fines and Forfeitures	1,310,700	834,717	63.68%
Use of Money & Property	2,531,133	1,941,986	76.72%
Intergovernmental	147,500	18,962	12.86%
Fees and Charges	3,405,570	1,831,874	53.79%
Other Revenues	5,809,206	2,684,917	46.22%
TOTAL General Fund Revenues	65,806,309	29,081,425	44.19%

Similarly, 51.25% of the General Fund budgeted expenditures have been spent. This would be an ideal percentage to have for this time of year, however, the actuals include the annual prepayment to CalPERS for the Unfunded Accrued Liability (UAL). This payment is made every July for the total amount owed to CalPERS for the UAL. Therefore, it inflates the amount that has been spent to date. If you exclude the annual UAL prepayment from the actuals, we would only be at 38.12% of General Fund expenditures spent. The Expenditures – By Department chart below shows, by department, the General Fund expenditures as of January 31, 2024, compared to the annual budget.

Expenditures - By Department	2023-24 Adopted Budget	Actuals as of 1/31/2024	% Expended
City Council	290,136	132,893	45.80%
City Clerk	557,063	307,258	55.16%
City Treasurer	57,091	26,674	46.72%
City Attorney	1,224,773	902,596	73.69%
City Manager	1,117,123	566,348	50.70%
Human Resources	1,108,139	541,147	48.83%
Administrative Services	2,648,634	1,303,134	49.20%
Parks and Recreation	10,804,516	5,525,159	51.14%
Police	27,710,646	15,955,045	57.58%
Community Development	3,960,369	1,728,346	43.64%
Public Works	5,424,896	2,601,867	47.96%
Non-Departmental	6,635,762	1,949,179	29.37%
Total General Fund Expenditures	61,539,148	31,539,646	51.25%
<i>Excludes UAL Annual Prepayment</i>		<i>8,082,902.00</i>	<i>13.13%</i>

In summary, nothing noteworthy or concerning, as it relates to General Fund revenues and based on Staff reviews, precludes the City from ending the fiscal year on track. As for the expenditures, we are estimating at least \$1.375 million in savings due to staff vacancies. However, besides salaries, there is nothing else concerning that would significantly impact the General Fund through the last five months of Fiscal Year 2023-24. Staff will be closely monitoring the actuals for both revenues and expenditures over the next few months as we prepare for the upcoming budget process.

Other Operating Funds

As for the other funds of the City, these funds also experience cyclical revenue receipts that are not received on a monthly basis. Examples of these are grant reimbursements, tax proceeds from the State, and Federal disbursements for drug-related seizures. It is challenging to project when these proceeds will come in as they come in at various times during the year. Unlike the General Fund, most special revenue funds are restricted for specific purposes and can only be spent as funding comes in. Some of the other City funds for restricted revenues are Gas Tax, Prop A, Prop C, Measure R, Measure M, Law Enforcement Grants, Asset Forfeiture, CDBG, Capital Improvement Program, Water, Sewer, Fleet Management, CAER, etc.

The chart below provides revenue and expenditure comparisons for each of the City's other funds through January 31, 2024.

Fund Name	2023-24 Adopted Revenue Budget	Actuals as of 01/31/2024	% Rec'd	2023-24 Adopted Expenditure Budget	Actuals as of 01/31/2024	% Spent
Gas Tax	2,656,150	1,369,295	51.55%	2,305,844	1,045,598	45.35%
TDA Bikeway	109,111	-	0.00%	100,000	-	0.00%
Street Sweeping	705,900	369,153	52.30%	789,584	362,107	45.86%
Road Repair and Accountability Act	2,381,185	1,120,030	47.04%	2,291,385	-	0.00%
CASp Certification and Training Fund	14,600	8,013	54.88%	-	-	0.00%
Measure W Stormwater	1,007,700	1,021,152	101.33%	666,403	270,351	40.57%
Used Oil Recycling Program	14,400	-	0.00%	14,367	2,894	20.14%
Beverage Container Recycling Program	24,500	1,093	4.46%	23,935	7,485	31.27%
Road Mitigation Program Fund	80,300	77,454	96.46%	14,000	14,000	100.00%
Prop A Transit	3,182,486	1,977,925	62.15%	6,288,383	958,378	15.24%
Prop C Transit	2,310,468	1,389,954	60.16%	2,247,468	124,310	5.53%
AQMD	133,000	124,682	93.75%	7,913	37,574	474.84%
Measure R Transit	1,744,251	1,065,879	61.11%	1,295,228	674,804	52.10%
Measure M	1,937,118	1,106,351	57.11%	2,038,153	725,383	35.59%
State COPS Grant	241,838	214,284	88.61%	270,916	67,749	25.01%
Law Enforcement Grants	37,117	58,170	156.72%	34,455	2,328	6.76%
Homeland Security Grant	72,000	-	0.00%	72,000	-	0.00%
State Community & Corrections Grant	-	548	0.00%	-	9,151	0.00%
Asset Forfeiture	684,200	963,033	140.75%	1,581,631	578,829	36.60%
OTS Grant	130,000	51,472	39.59%	130,000	64,342	49.49%
Homeless Outreach Services Team (HOST)	-	84	0.00%	-	-	0.00%
Housing Authority - Development Projects	245,858	-	0.00%	245,858	7,018	2.85%
Housing Authority - Section 8	5,546,250	2,780,769	50.14%	4,965,576	3,344,687	67.36%
Home Program	740,613	126,425	17.07%	740,614	403,879	54.53%
CDBG	1,561,055	-	0.00%	1,561,055	250,340	16.04%
Emergency Housing Voucher (EHV)	51,544	133,098	258.22%	200,000	146,068	73.03%
Street Lighting & Landscaping	2,000,900	1,011,409	50.55%	3,859,669	2,007,616	52.02%
Tweedy P & BIA	20,100	9,635	47.94%	15,024	19,828	131.97%
Federal & State Grants	10,455,371	-	0.00%	10,678,089	-	0.00%
UDAG	5,500	13,306	241.93%	30,000	-	0.00%
Public Access Corp	60,500	14,641	24.20%	18,845	9,268	49.18%
West Santa Ana Branch TOD SIP	-	-	0.00%	-	-	0.00%
Permanent Local Housing Allocation Grant	-	-	0.00%	320,258	-	0.00%
SB 2 Grant Fund	-	-	0.00%	54,800	-	0.00%
LEAP Grant	-	-	0.00%	-	5,243	0.00%
American Rescue Plan Act	307,200	-	0.00%	6,774,920	1,530,581	22.59%
Park Enhancement Fund	299,400	246,852	82.45%	771,958	14,479	1.88%
Capital Improvements - City	21,333,983	-	0.00%	21,333,483	16,374,795	76.76%
Redevelopment Agency	-	-	0.00%	70,311	-	0.00%
Low/Mod Income Housing Asset Fund	61,868	15,826	25.58%	120,544	18,648	15.47%
Water	19,676,799	11,786,701	59.90%	25,046,849	10,072,382	40.21%
Sewer	4,728,100	684,133	14.47%	5,404,236	578,254	10.70%
Refuse	13,000	-	0.00%	495,598	185,852	37.50%
Insurance	7,680,036	3,997,964	52.06%	7,603,489	6,505,089	85.55%
Fleet Management	2,032,776	1,062,611	52.27%	2,190,889	1,302,816	59.47%
Information Systems	1,559,429	795,066	50.98%	1,452,545	657,099	45.24%
Capital Asset & Equipment Replacement	642,924	440,565	68.53%	260,000	243,955	93.83%
Building & Infrastructure Maintenance	2,475,500	14,279	0.58%	2,471,500	173,979	7.04%
Successor Agency - Debt Service & ROPS	5,375,551	2,596,844	48.31%	4,982,550	163,259	3.28%
TOTALS - Other Funds	104,340,581	36,648,696	35.12%	101,668,659	44,015,136	43.29%
TOTALS - All Funds	170,146,890	65,730,121	38.63%	163,207,807	75,554,782	46.29%

- ATTACHMENTS:**
1. Net Changes to Fund Balances
 2. Revised Fund Balance Summary
 3. FY 2023-24 Adopted Budget Modifications

ATTACHMENT 1

Net Changes in Fund Balances
FY 2023-24

NET CHANGES BETWEEN FY 2022-23 ENDING BALANCES AND FY 2023-24 ESTIMATED BEGINNING BALANCES

Fund	<u>Revised</u> Available for new Appropriations	<u>Estimate</u> Estimated Beginning Balance - FY 23-24 Adopted Budget	<u>Difference</u> Over/(Under) Estimate
General	8,274,890	6,571,877	1,703,013
GENERAL FUNDS	8,274,890	6,571,877	1,703,013
Traffic Safety	0	0	0
Gas Tax	707,006	332,874	374,132
Street Sweeping	450,148	542,386	(92,237)
Road Repair & Accountability	591,502	20,649	570,852
CASp Certification & Training	90,712	92,606	(1,893)
Measure W Stormwater	(395,699)	(416,671)	20,972
Used Oil Recycling Program	1,224	844	379
Beverage Container Recycling	42,969	42,111	857
Road Mitigation Fee	(80,300)	726,770	(807,069)
Prop A Transit	5,981,348	5,270,182	711,166
Prop C Transit	2,156,619	59,900	2,096,718
SCAQMD	281,648	96,502	185,146
Measure R Transit	449,944	2,716	447,227
Measure M Transit	1,489,231	1,259,470	229,760
COPS Grant	116,576	44,543	72,033
Law Enforcement Grants	436,812	573,227	(136,415)
Asset Forfeiture	1,597,104	1,509,650	87,454
OTS Grant	766	0	765
Edward Byrne Grant	33,077	0	33,077
HOME Program	6,596,789	6,552,057	44,731
CDBG	186,126	0	186,126
Emergency Housing Voucher	220,762	222,813	(2,051)
Street Lighting & Landscaping	(171,735)	0	(171,735)
Tweedy Parking & Bus Improv Area	9,833	(4,276)	14,108
Federal & State Grants	(95,477)	114,407	(209,883)
UDAG	383,991	397,334	(13,342)
Public Access Corp.	89,981	74,650	15,330
WSAB TOD SIP	0	0	0
Permanent Local Housing	642,868	460,784	182,084
SB2 Grant	54,800	54,800	0
LEAP Grant	(3,447)	0	(3,447)
American Rescue Plan Act (ARPA)	6,367,720	6,722,762	(355,042)
Park Enhancement	39,231	60,394	(21,163)
Measure A	0	0	0
Low/Mod Income Housing Assets	3,586,803	3,674,518	(87,714)
SPECIAL REV. FUNDS	31,858,932	28,488,001	3,370,931
TDA Bikeway	480,000	216,151	263,849

NET CHANGES BETWEEN FY 2022-23 ENDING BALANCES AND FY 2023-24 ESTIMATED BEGINNING BALANCES

Fund	<u>Revised</u> Available for new Appropriations	<u>Estimate</u> Estimated Beginning Balance - FY 23-24 Adopted Budget	<u>Difference</u> Over/(Under) Estimate
Capital Improvement Projects	4,682,596	1,553,376	3,129,220
CAPITAL PROJECT FUNDS	5,162,596	1,769,527	3,393,069
Water	35,333,360	21,214,737	14,118,623
Sewer	781,996	575,637	206,359
Refuse Collection	1,207,608	1,213,032	(5,424)
ENTERPRISE FUNDS	37,322,965	23,003,406	14,319,558
Insurance	(192,336)	493,339	(685,675)
Fleet Management	140,054	160,659	(20,604)
Information Systems	(83,192)	(105,947)	22,755
Capital Asset & Equip Replacement	3,389,636	3,323,266	66,370
Building & Infrastructure Maint	(795,946)	222,819	(1,018,765)
INTERNAL SERVICE FUNDS	2,458,216	4,094,136	(1,635,919)
TOTAL CITY FUNDS	85,077,599	63,926,947	21,150,652
Successor Agency	2,058,660	3,332,389	(1,273,729)
Successor Agency ROPS	(3,987,601)	(7,702,652)	3,715,051
SUCCESSOR AGENCY FUNDS	(1,928,941)	(4,370,263)	2,441,322
Housing Authority Admin	(167,044)	0	(167,044)
Housing Authority - Section 8	92,795	111,114	(18,320)
HOUSING AUTHORITY FUNDS	(74,249)	111,114	(185,364)
TOTAL ALL FUNDS	83,074,409	59,667,798	23,406,610

ATTACHMENT 2

Revised Fund Balance Summary FY 2023-24

City of South Gate
Mid-Year Financial Summary
Fiscal Year 2023/24

Available Fund Balances Summary										
		Revised							Revised Ending	
Fund		Beginning Fund	FY 2023/24	FY 2023/24	Net Surplus /	Fund	Capital	Adopted	Adopted	Revised Ending
No.	Fund Name	Balances	Revised	Revised	Net Surplus /	Balance	Projects	Transfers In	Transfers Out	Fund Balances
		(7/1/2023)	Revenues	Expenditures	(Shortfall)	Coverage				(6/30/2024)
General Fund: Unassigned										
100	General Fund: FB Unassigned	\$8,274,890	\$64,914,884	\$67,464,000	(\$2,549,116)	(\$2,596,814)	\$0	\$250,000	\$2,900,000	\$478,960
General Fund Unassigned Totals		\$8,274,890	\$64,914,884	\$67,464,000	(\$2,549,116)	(\$2,596,814)	\$0	\$250,000	\$2,900,000	\$478,960
General Fund: Committed Reserves										
100	General Fund: FB Emergency Reserve	\$13,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,000,000
100	General Fund: Budget Stabilization	\$6,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000,000
100	General Fund: PERS/OPEB Reserves	\$1,730,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,730,000
100	General Fund: Non-Spendable	\$2,213,548	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,213,548
100	General Fund: Restricted	\$311,828	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$311,828
100	General Fund: FB Capital Projects	\$4,852,023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,852,023
General Fund Committed Totals		\$28,107,399	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,107,399
Special Revenue Funds:										
212	Gas Tax	\$707,006	\$2,656,150	\$2,305,844	\$350,306	\$0	\$0	\$0	\$0	\$1,057,312
214	Street Sweeping	\$450,148	\$705,900	\$789,584	(\$83,684)	\$0	\$0	\$0	\$0	\$366,464
215	Road Repair & Accountability (SB1)	\$591,502	\$2,381,185	\$0	\$2,381,185	\$0	\$0	\$0	\$2,305,385	\$667,302
216	CASp Certification & Training	\$90,712	\$14,600	\$0	\$14,600	\$0	\$0	\$0	\$0	\$105,312
217	Measure W Stormwater	(\$395,699)	\$1,007,700	\$578,523	\$429,177	\$0	\$0	\$0	\$0	\$33,478
218	Used Oil Recycling Program	\$1,224	\$14,400	\$14,367	\$33	\$0	\$0	\$0	\$0	\$1,257
219	Beverage Container Recycling	\$42,969	\$24,500	\$23,935	\$565	\$0	\$0	\$0	\$0	\$43,534
220	Road Mitigation Fee	(\$80,300)	\$80,300	\$0	\$80,300	\$0	\$0	\$0	\$0	\$0
221	Prop A Transit	\$5,981,348	\$3,182,486	\$2,260,903	\$921,583	\$0	\$0	\$0	\$3,400,000	\$3,502,931
222	Prop C Transit	\$2,156,619	\$2,310,468	\$810,839	\$1,499,629	\$0	\$0	\$0	\$1,436,629	\$2,219,619
223	SCAQMD	\$281,648	\$133,000	\$7,913	\$125,087	\$0	\$0	\$0	\$0	\$406,735
224	Measure R Transit	\$449,944	\$1,744,251	\$1,147,228	\$597,023	\$0	\$0	\$0	\$200,000	\$846,967
225	Measure M Transit	\$1,489,231	\$1,937,118	\$1,792,153	\$144,965	\$0	\$0	\$0	\$246,000	\$1,388,196
230	COPS Grant	\$116,576	\$241,838	\$270,916	(\$29,078)	\$0	\$0	\$0	\$0	\$87,498
231	Law Enforcement Grants	\$436,812	\$2,662	\$0	\$2,662	\$0	\$0	\$0	\$0	\$439,474
235	Asset Forfeiture	\$1,597,104	\$667,200	\$1,664,218	(\$997,018)	\$0	\$0	\$0	\$0	\$600,086
236	OTS Grant	\$766	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$766
237	Edward Byrne Grant	\$33,077	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,077
242	HOME Program	\$6,596,789	\$740,613	\$740,613	\$0	\$0	\$0	\$0	\$0	\$6,596,789
243	CDBG	\$186,126	\$1,561,055	\$1,561,055	\$0	\$0	\$0	\$0	\$0	\$186,126
246	Emergency Housing Voucher	\$220,762	\$51,544	\$200,000	(\$148,456)	\$0	\$0	\$0	\$0	\$72,306
251	Street Lighting & Landscaping	(\$171,735)	\$2,000,900	\$3,218,244	(\$1,217,344)	\$1,389,079	\$0	\$0	\$0	\$0

**City of South Gate
Mid-Year Financial Summary
Fiscal Year 2023/24**

Available Fund Balances Summary										
Fund		Revised								Revised Ending
No.	Fund Name	Beginning Fund Balances (7/1/2023)	FY 2023/24 Revised Revenues	FY 2023/24 Revised Expenditures	Net Surplus / (Shortfall)	Fund Balance Coverage	Capital Projects	Adopted Transfers In	Adopted Transfers Out	Fund Balances (6/30/2024)
252	Tweedy Parking & Bus Improv Area	\$9,833	\$20,100	\$15,024	\$5,076	\$0	\$0	\$0	\$0	\$14,909
261	Federal & State Grants	(\$95,477)	\$5,550,848	\$0	\$5,550,848	\$0	\$0	\$0	\$5,455,371	\$0
262	UDAG	\$383,991	\$5,500	\$30,000	(\$24,500)	\$0	\$0	\$0	\$0	\$359,491
263	Public Access Corp.	\$89,981	\$60,500	\$18,845	\$41,655	\$0	\$0	\$0	\$0	\$131,636
264	WSAB TOD SIP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
265	Permanent Local Housing	\$642,868	\$0	\$74,400	(\$74,400)	\$0	\$0	\$0	\$245,858	\$322,610
266	SB2 Grant	\$54,800	\$0	\$54,800	(\$54,800)	\$0	\$0	\$0	\$0	\$0
267	LEAP Grant	(\$3,447)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$3,447)
268	American Rescue Plan Act (ARPA)	\$6,367,720	\$307,200	\$1,274,920	(\$967,720)	\$0	\$0	\$0	\$5,400,000	\$0
271	Park Enhancement	\$39,231	\$299,400	\$173,958	\$125,442	\$0	\$0	\$0	\$0	\$164,673
322	Low/Mod Income Housing Assets	\$3,586,803	\$61,868	\$120,544	(\$58,676)	\$0	\$0	\$0	\$0	\$3,528,127
Special Revenue Funds Totals		\$31,858,932	\$27,763,286	\$19,148,826	\$8,614,460	\$1,389,079	\$0	\$0	\$18,689,243	\$23,173,228
Capital Projects Funds:										
213	TDA Bikeway	\$480,000	\$109,111	\$0	\$109,111	\$0	\$0	\$0	\$100,000	\$489,111
311	Capital Improvement Projects-City	\$4,682,596	\$54,710,068	\$54,710,068	\$0	\$0	\$15,343,385	\$15,343,385	\$0	\$4,682,596
Capital Projects Funds Totals		\$5,162,596	\$54,819,179	\$54,710,068	\$109,111	\$0	\$15,343,385	\$15,343,385	\$100,000	\$5,171,707
Enterprise Funds:										
411	Water	\$35,333,360	\$19,676,799	\$21,047,948	(\$1,371,149)	\$0	\$3,925,000	\$0	\$0	\$30,037,211
412	Sewer	\$781,996	\$1,328,099	\$1,803,736	(\$475,637)	\$0	\$3,400,000	\$3,400,000	\$0	\$306,359
413	Refuse Collection	\$1,207,608	\$13,000	\$544,598	(\$531,598)	\$0	\$0	\$0	\$0	\$676,010
Enterprise Funds Totals		\$37,322,965	\$21,017,898	\$23,396,282	(\$2,378,384)	\$0	\$7,325,000	\$3,400,000	\$0	\$31,019,581
Internal Service Funds:										
511	Insurance	(\$192,336)	\$7,680,036	\$7,903,489	(\$223,453)	\$415,789	\$0	\$0	\$0	\$0
521	Fleet Management	\$140,054	\$2,032,776	\$2,122,830	(\$90,054)	\$0	\$50,000	\$0	\$0	\$0
522	Information Systems	(\$83,192)	\$1,559,429	\$1,469,545	\$89,884	\$0	\$0	\$0	\$0	\$6,692
523	Capital Asset & Equip Replacement	\$3,389,636	\$642,924	\$301,710	\$341,214	\$0	\$0	\$0	\$0	\$3,730,850
524	Building & Infrastructure Maint	(\$795,946)	\$7,500	\$3,500	\$4,000	\$791,946	\$2,450,000	\$2,450,000	\$0	\$0
Internal Service Funds Totals		\$2,458,216	\$11,922,665	\$11,801,074	\$121,591	\$1,207,735	\$2,500,000	\$2,450,000	\$0	\$3,737,542
Total City Funds		\$113,184,998	\$180,437,912	\$176,520,250	\$3,917,662	\$0	\$25,168,385	\$21,443,385	\$21,689,243	\$91,688,417

**City of South Gate
Mid-Year Financial Summary
Fiscal Year 2023/24**

Available Fund Balances Summary										
Fund No.	Fund Name	Revised Beginning Fund Balances (7/1/2023)	FY 2023/24 Revised Revenues	FY 2023/24 Revised Expenditures	Net Surplus / (Shortfall)	Fund Balance Coverage	Capital Projects	Adopted Transfers In	Adopted Transfers Out	Revised Ending Fund Balances (6/30/2024)
Successor Agency Funds:										
321	Successor Agency	\$2,058,660	\$0	\$70,311	(\$70,311)	\$0	\$0	\$0	\$0	\$1,988,349
611	Successor Agency ROPS	(\$3,987,601)	\$5,375,551	\$4,982,550	\$393,001	\$0	\$0	\$0	\$0	(\$3,594,600)
	Total Successory Agency Funds	(\$1,928,941)	\$5,375,551	\$5,052,861	\$322,690	\$0	\$0	\$0	\$0	(\$1,606,251)
Housing Authority Funds:										
240	Housing Authority Admin	(\$167,044)	\$0	\$245,858	(\$245,858)	\$0	\$0	\$245,858	\$0	(\$167,044)
241	Housing Authority - Section 8	\$92,795	\$5,546,250	\$4,965,576	\$580,674	\$0	\$0	\$0	\$0	\$673,469
	Total Housing Authority Funds	(\$74,249)	\$5,546,250	\$5,211,434	\$334,816	\$0	\$0	\$245,858	\$0	\$506,425
	Total All Funds	\$111,181,808	\$191,359,713	\$186,784,545	\$4,575,168	\$0	\$25,168,385	\$21,689,243	\$21,689,243	\$90,588,591

ATTACHMENT 3

Recommended Budget Modifications
FY 2023-24

MODIFICATIONS TO THE FY23-24 ADOPTED BUDGET

TABLE 2 - General Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$38,965	\$0
1	Various Departments	FY22-23 Ending Fund Balance Adjustment	1,703,013	
2	Various Departments	Council Appropriations from Jul 2023 - Jan 2024	(424,790)	
Subtotal Budget Changes			1,317,188	
3	Various Departments	Salary savings from staff vacancies	1,375,000	
4	Admin Services	FB Coverage for Street Lighting & Landscaping	(171,735)	
5	Admin Services	FB Coverage for Insurance Fund	(415,789)	
6	Admin Services	FB Coverage for Bldg & Infrastructure Fund	(791,946)	
7	City Attorney	Increase City Attorney budget for Legal Fees	(300,000)	
8	City Clerk	PT to FT CH Receptionist - balance of FT salaries for FY23/24	(53,800)	
9	Human Resources	Professional Services for Executive Recruitment and Compensation Study	(90,000)	
10	Human Resources	Employee Relations Committee - Employee Engagement	(20,000)	
11	Police	Professional Services for Traffic Control Plans	(88,948)	
12	Public Works	Traffic Control Study - Tweedy Blvd Christmas Parade	(47,995)	
13	Community Development	Equipment for Street Vending Team	(35,000)	
14	Community Development	Tweedy Mile Specific Plan - quote was higher	(50,000)	
15	Parks & Recreation	Reduce budget for lower than anticipated expenditures	102,500	
16	Parks & Recreation	Conservation Corp of Long Beach - Prior Year Reimbursable Approp.	(250,515)	
Subtotal Budget Changes			(838,228)	
Remaining Fund Balance			\$478,960	\$0

TABLE 3 - Asset Forfeiture Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$633,664	\$0
1	Admin Services	FY22-23 Ending Fund Balance Adjustment	87,454	
2	Police	Council Appropriations from Jul 2023 - Jan 2024	(21,445)	
3	Police	Steering wheel locks	(13,651)	
4	Police	Maintenance for body-worn cameras	(11,314)	
5	Police	Replacement of 12 computers and radios	(49,436)	
6	Police	Esoph System for background investigations	(10,000)	
7	Police	Radio and Emergency Equipment for two PD vehicles	(15,186)	
Subtotal Budget Changes			(33,578)	
Remaining Fund Balance			\$600,086	\$0

TABLE 4 - Measure R Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$451,739	\$ -
1	Administrative Services	FY22-23 Ending Fund Balance Adjustment	447,228	
2	Public Works	Overtime Budget - Unexpected Clean-up Activities	(52,000)	
Subtotal Budget Changes			395,228	
Remaining Fund Balance			\$846,967	\$0

TABLE 5 - Park Enhancement Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$255,836	\$ -
1	Administrative Services	FY22-23 Ending Fund Balance Adjustment	(21,163)	
2	Public Works	Mitchell Swim Stadium - Myrtha Pool Repairs	(45,000)	
3	Public Works	Graffiti Removal and Supplies - Park Facilities	(25,000)	
Subtotal Budget Changes			(91,163)	
Remaining Fund Balance			\$164,673	\$0

TABLE 6 - Water Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$16,561,547	\$ -
1	Administrative Services	FY22-23 Ending Fund Balance Adjustment	14,118,623	
2	Admin Services	Council Appropriations from Jul 2023 - Jan 2024	(316,860)	
3	Admin Services	Printing and Mailing - Water Reimbursement Credit Program	(19,171)	
4	Public Works	Meter Reading Improvement Program-FT Customer Service Manager	(130,928)	
5	Public Works	Meter Reading Improvement Program-Water Conservation Incentive Program	(30,000)	
6	Public Works	Meter Reading Improvement Program-PT Maintenance Helpers	(30,000)	
7	Public Works	Electric vehicles trucks for the new proposed full-time positions	(72,000)	
8	Public Works	Upgrade to Cloud-based computer software program for meter reading	(44,000)	
Subtotal Budget Changes			13,475,664	
Remaining Fund Balance			\$30,037,211	\$0

TABLE 7 - Refuse Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$840,434	\$ -
1	Admin Services	FY22-23 Ending Fund Balance Adjustment	(5,424)	
2	Admin Services	Council Appropriations from Jul 2023 - Jan 2024	(110,000)	
3	City Manager	Community Outreach -UWS transition	(49,000)	
Subtotal Budget Changes			(164,424)	
Remaining Fund Balance			\$676,010	\$0

TABLE 8 - Insurance Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$569,886	\$ -
1	Admin Services	FY22-23 Ending Fund Balance Adjustment	(685,675)	
2	Risk Management	Reduce budget for lower than anticipated expenditures	500,000	
3	Risk Management	Legal Fees for Liability Claims	(800,000)	
4	Admin Services	FB Coverage for Insurance Fund	415,789	
Subtotal Budget Changes			(569,886)	
Remaining Fund Balance			\$0	\$0

TABLE 9 - Fleet Fund

			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$44,256	\$ -
1	Administrative Services	FY22-23 Ending Fund Balance Adjustment	(20,604)	
2	Public Works	High-Pressure water pump for Sewer Division Combo/Vac Truck	(23,652)	
Subtotal Budget Changes			(44,256)	
Remaining Fund Balance			\$0	\$0

TABLE 10 - Information Systems Fund

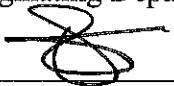
			Appropriate	
			One-time	Ongoing
FY 2023-24 Adopted Ending Fund Balance			\$937	\$ -
1	Admin Services	FY22-23 Ending Fund Balance Adjustment	22,755	
2	Admin Services	Upgrade and additional licenses for Tyler Cashiering (Point of Sale System)	(17,000)	
Subtotal Budget Changes			5,755	
Remaining Fund Balance			\$6,692	\$0

MAR 20 2024

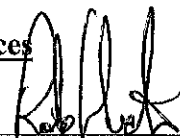
4:00 pm

City of South Gate
CITY COUNCIL**AGENDA BILL**For the Regular Meeting of: **March 26, 2024**Originating Department: **Administrative Services**

Department Director: _____


Wendy O'Kelly

City Manager: _____


Rob Houston**SUBJECT: FY 2023-24 CARRYOVER APPROPRIATIONS**

PURPOSE: To approve the carryover appropriations from Fiscal Year 2022-23 to Fiscal Year 2023-24 in continuing funding for equipment, grants, and department projects in progress at the end of the last fiscal year.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving carryover appropriations of \$25,827,803 to provide continuing funding for the items described in Attachment A;
- b. Approving the carryover of \$9,605,019 in revenues estimated to be received in the current fiscal year described in Attachment B;
- c. Authorizing the City Manager to make the necessary budget adjustments to add the carryover appropriations to the FY 2023-24 Adopted Budget.

FISCAL IMPACT: There is no fiscal impact associated with the proposed carryover appropriations. The estimated beginning fund balances presented during the budget process included these appropriations and continuing them from one year to the next has no impact on the estimated fund balances.

BACKGROUND: Each year, the City Council approves carryover revenues and expenditures (carryovers) from the prior fiscal year. Carryovers are appropriations and revenue estimates approved in a previous fiscal year that have not been spent or received by the end of that fiscal year. For appropriations, a carryover is requested for items such as grants still in progress, supplies and services ordered but not received, or department projects in progress.

Several purchase orders, department projects, and ongoing grants that were budgeted in FY 2023-24 were not completed as of June 30, 2023. A majority of these purchase orders and grants are still in progress and some have since been completed and paid for in the current fiscal year. Therefore, funds appropriated in Fiscal Year 2022-23 must be re-appropriated to Fiscal Year 2023-24. Again, the process of re-appropriating funds for open purchase orders and unfinished projects is an annual accounting procedure that is necessary for the City's financial records to be accurate. If funds are not re-appropriated for Fiscal Year 2023-24, the amounts paid in the current fiscal year will cause the budget to be overspent.

Attachment A reports this year's total carryover expenditures at \$25,827,803. The bulk of this, \$14,365,955, is allocated to the American Rescue Plan Act Fund, which includes \$2,851,447 for homeless housing initiatives. The CDBG Fund contributes \$2,737,339 to capital projects, signage, and code enforcement, and the HOME Program Fund adds \$3,619,163 for housing redevelopment projects. Attachment B details \$9,605,019 in carryover revenue from grant revenue and TDA funding.

The carryover appropriations outlined in this staff report do not include capital projects from the 5-Year Capital Improvement Program. A separate council item will be presented to City Council to consider carrying over appropriations related to capital projects.

ATTACHMENTS: A. Carryover Appropriations - Expenditures
B. Carryover Appropriations - Revenues

ATTACHMENT A

City of South Gate					
Carryover Expenditures					
Fiscal Year 2022-23					
			Encumbered		
Fund/			Approp.		Total
Division/			(Outstanding	Unencumber	FY
Account	Department	Description of Carryover	POs)	Approp.	Carryover
Fund 100 - General Fund					
100-120-12-6101	City Manager	Agreement for Legislative Advocacy	6,847		6,847
100-401-61-6301	Parks & Recreation	Quarterly Printing of Connect Brochure	13,717		13,717
100-401-61-9003	Parks & Recreation	Park Ranger Radio Equipment	-	10,346	10,346
100-460-61-9200	Parks & Recreation	SG Playground Resurfacing Project	-	200,000	200,000
100-460-61-9003	Parks & Recreation	Park Ranger Vehicle Equipment	-	-	-
100-502-21-6204	Police	Two LS2 Valiant II Modular Helmet and Communications Kits	2,730	-	2,730
100-602-42-9100	Comm Development	CD Conference Room Renovation	-	7,402	7,402
100-604-29-6202	Comm Development	Special Dept Supplies	18,453	10,143	28,596
100-622-49	Comm Development	EPA Grant	1,459	460,000	461,459
100-710-12	Public Works	HVAC Equipment Rental for SG Police Station 2023 Summer Season	81,017	-	81,017
100-712-29-6207	Public Works	Integration of Cititech work order system into the Nobel System for graffiti abatement	-	20,000	20,000
100-900-12-6101	City Manager	Svcs To Convert Existing Arterial Street Signs To Digital LED	10,000	46,820	56,820
100-900-12-6647	Admin Services	Centennial Celebration	1,000	93,145	94,145
					-
		General Fund Total	135,222	847,856	983,078
Fund 221 - Prop A Fund:					
221-480-33-6304	Public Works	Membership Assessment - Eco-Rapid Transit Joint Powers Authority	-	40,075	40,075
221-480-33-9400	Public Works	Street/Infrastructure Improvements (Trash Receptacles)	-	100,000	100,000
		Prop A Fund Total	-	140,075	140,075
		*Carryover to 2813 Cultural Arts Facilities Special Projects			
Fund 222 - Prop C Fund:					
222-780-31-6705	Public Works	LED Street Name Signs	25,000	-	25,000
		Prop C Fund Total	25,000	-	25,000
Fund 223 - AQMD Fund:					

City of South Gate					
Carryover Expenditures					
Fiscal Year 2022-23					
			Encumbered		
Fund/			Approp.		Total
Division/			(Outstanding	Unencumber	FY
Account	Department	Description of Carryover	POs)	Approp.	Carryover
223-610-49-7999	Community Development	CIP projects EV Charging Station and PD Fueling Station. Request with CIP Carryover	-		-
223-210-12-9003	Parks & Recreation	John Deer Gator	-	13,500	13,500
223-610-49-9003	Community Development	AQMD	-	33,998	33,998
		AQMD Fund Total	-	47,498	47,498
Fund 225 - Measure M Fund:					
225-780-31-6202	Public Works	Annual street light inventory LED and non-LED	26,492	-	26,492
		Measure M Fund Total	26,492	-	26,492
Fund 233 - BSCC Officer Wellness and Mental Health Grant Fund:					
233-565-21-6101	Police	Wellness program, Professional services in FY2023-2024	-	30,000	30,000
233-565-21-6204	Police	Wellness program, Purchase supplies in FY2023-2024	-	21,954	21,954
		BSCC Grant Fund Total	-	51,954	51,954
Fund 122 - Park In-Lieu Fund:					
		Park In-Lieu Fund Total	-	-	-
Fund 235 - Asset Forfeiture Fund:					
235-570-21-6***	Police	Asset Forfeiture - Supplies & Services	5,590	7,972	13,562
235-570-21-9003	Police	Motorola APX8500 Mobile Radios For FY2022-23 Patrol Vehicles	264,198	-	264,198
235-570-21-9003	Police	MDC Equipment For Auto Fleet	2,452	-	2,452
235-570-21-9003	Police	FY2022-23 Auto Fleet - Two Ford Explorer Police Interceptors Black and White	5,003	-	5,003
235-570-21-9003	Police	FY2022-23 Emergency Equipment and Installation	19,258	-	19,258
235-570-21-9003	Police	Decals and Graphics for New Patrol Units	717	-	717
235-570-21-9003	Police	APX8500 Mobile Radio For Motorcycle	10,636	-	10,636
235-570-21-9003	Police	Prowler C4XM	5,003	-	5,003

City of South Gate					
Carryover Expenditures					
Fiscal Year 2022-23					
			Encumbered		
Fund/			Approp.		Total
Division/			(Outstanding	Unencumber	FY
Account	Department	Description of Carryover	POs)	Approp.	Carryover
235-570-21-9003	Police	Motor Kit For Harley Davidson	1,504	-	1,504
235-570-21-9006	Police	Panasonic CF 33 Toughbook	-	10,450	10,450
235-570-21-9006	Police	Axon Auto Redaction Software Licenses	-	10,455	10,455
235-570-21-9006	Police	Dell Workstation - Techonology Master Plan account for PC replacement	-	10,371	10,371
		Asset Forfeiture Fund Total	314,362	39,248	353,610
Fund 237 - JAG Grant Fund:					
237-554-21-9006	Police	Grants	-	1,935	1,935
		JAG Grant Fund Total	-	1,935	1,935
Fund 242 - HOME Program Fund:					
242-606-43	Community Development	HOME-ARP Funds	-	380,911	380,911
242-631-43	Community Development	HOME-Redevelopment	-	2,869,943	2,869,943
242-640-43	Community Development	CARES Funds	-	368,309	368,309
		HOME Program Fund Total	-	3,619,163	3,619,163
Fund 243 - CDBG Fund:					
243-604-29	Community Development	CDBG Code Enforcement	-	450,228	450,228
243-605-43	Community Development	CDBG Home Delivery	-	121,187	121,187
243-634-49	Community Development	CDBG Commercial Façade	-	98,649	98,649
243-641-49	Community Development	CDBG Signs	-	650,000	650,000
243-713-29	Community Development	CDBG Capital Projects	-	1,417,275	1,417,275
		CDBG Fund Total	-	2,737,339	2,737,339
Fund 251 - Street Lighting & Landscaping Fund:					
251-714-25-6101	Public Works	Engineering Services for the Assessment of Street Lighting District	145,503	-	145,503
251-714-25-6202	Public Works	LED Street Name Signs	5,122	-	5,122
251-714-25-6701	Public Works	LED Street Name Signs	21,110	-	21,110

City of South Gate					
Carryover Expenditures					
Fiscal Year 2022-23					
			Encumbered		
Fund/			Approp.		Total
Division/			(Outstanding	Unencumber	FY
Account	Department	Description of Carryover	POs)	Approp.	Carryover
		Street Lighting & Landscaping Fund Total	171,735	-	171,735
- Police Asset Forfeiture Fund:					
2102-5408	Police-Field Serve	In-Car Video Camera System			
2102-5408	Police-Field Serv	Undercover (Wire) Officer Transmitter and Receiver System			
2102-5408	Police-Field Serv	Forensic Cell Phone System			
		Police Asset Forfeiture Fund Total	-	-	
Fund 262 - UDAG Fund:					
262-603-41-6101	Community Development	UDAG	-	30,000	30,000
		UDAG Fund Total	-	30,000	30,000
Fund 264 - West Santa Ana Brach TOD SIP Fund:					
264-603-41-6101	Community Development	TOD SIP	159,568	-	159,568
		West Santa Ana Brach TOD SIP Fund Total	159,568	-	159,568
Fund 265 - PLHA Grant Fund:					
265-608-41-6101	Community Development	PLHA Grant		45,548	45,548
		PLHA Grant Fund Total	-	45,548	45,548
Fund 266 - SB2 Grant Fund:					
266-611-41	Community Development	SB2 Grant	-	168,424	168,424
		SB2 Grant Fund Total	-	168,424	168,424
Fund 267 - LEAP Grant Fund:					
267-612-41	Community Development	LEAP Grant		195,948	195,948

City of South Gate					
Carryover Expenditures					
Fiscal Year 2022-23					
			Encumbered		
Fund/			Approp.		Total
Division/			(Outstanding	Unencumber	FY
Account	Department	Description of Carryover	POs)	Approp.	Carryover
		LEAP Grant Fund Total	-	195,948	195,948
Fund 268 - ARPA Fund:					
268-310-12-6101	Admin Services	Client First Contract	4,391	-	4,391
268-310-12-6101	Admin Services	ERP Consulting Services			-
268-310-12-6730	Admin Services	Open Cities City Webpage Maintenance	-	26,304	26,304
268-310-12-9006	Admin Services	Open Cities City Webpage			-
268-310-12-9006	Admin Services	Network Switches Replacement	-	200,000	200,000
268-310-12-9006	Admin Services	Backups and Disaster Recovery Planning	-	25,000	25,000
268-310-12-9006	Admin Services	Storage Area Network (SAN)	-	200,000	200,000
268-310-12-9006	Admin Services	Wi-Fi Setup for City Hall, Civic Center, Corp Yard, and the Park	-	40,000	40,000
268-310-12-9006	Admin Services	IT Automation Tools (Patch Management)	-	14,500	14,500
268-310-12-9006	Admin Services	Virtual Server Migration	-	132,000	132,000
268-900-12-5101	Admin Services	Salaries - FT Misc	-	35,500	35,500
268-900-12-5128	Admin Services	Essential Worker Stipend			-
268-900-12-5201	Admin Services	Retirement - FT Misc			-
268-900-12-5220	Admin Services	Medicare			-
268-900-12-6101	Admin Services	Contract Services to Administer ARPA Programs	-	57,758	57,758
268-900-12-6101	Admin Services	COVID IPP - Boucher Law	-	15,000	15,000
268-900-12-6101	Admin Services	Homeless Encampment	-	20,130	20,130
268-900-12-6101	Admin Services	Conservation Corps Job Training Program	99,903	99,063	198,965
268-900-12-6657	Admin Services	Food Insecurity Program - Northgate Mkt	141,520	-	141,520
268-900-12-6681	Admin Services	Mental Health Services	205,560	1,325,070	1,530,629
268-900-12-6682	Admin Services	Emergency Resident Rental Relief Program	245,000	85,000	330,000
268-900-12-6683	Admin Services	Small Business Assistance Grants	45,800	20,000	65,800
268-900-12-6684	Admin Services	Housing for Homeless	24,410	2,827,037	2,851,447
268-900-12-6685	Admin Services	Homeless Outreach Program	-	846,587	846,587
268-900-12-6686	Admin Services	Job Training Services			-
268-900-12-6686	Admin Services	Budget adjustment correction (Job Training Services) - per KR email on 10/2/23			-
268-900-12-6101	Admin Services	Budget adjustment correction (Job Training Services) - per KR email on 10/2/23			-
268-900-12-6687	Admin Services	Telecommunications	-	1,500,000	1,500,000
268-900-12-6688	Admin Services	Mobile Health Clinics	-	175,000	175,000
268-900-12-6689	Admin Services	Pocket Parks			-
268-900-12-6690	Admin Services	Cesar Chavez Park Playground			-

City of South Gate					
Carryover Expenditures					
Fiscal Year 2022-23					
			Encumbered		
Fund/			Approp.		Total
Division/			(Outstanding	Unencumber	FY
Account	Department	Description of Carryover	POs)	Approp.	Carryover
268-900-12-6691	Admin Services	Pedestrians Walkways & Lighting	-	2,500,000	2,500,000
268-900-12-6692	Admin Services	Tutoring Initiative Pilot Program - SCF	335,735	29,829	365,564
268-900-12-6693	Admin Services	Hub Cities Grant for Permit Fees	-	28,038	28,038
268-900-12-6695	Admin Services	Shop Local Gift Cards Program	19,660	-	19,660
268-900-12-6696	Admin Services	Local Hazard Mit (LHMP) & Emer Oper Plan	-	138,233	138,233
268-900-12-6697	Admin Services	Utility Assistance Program	-	500,000	500,000
268-900-12-6702	Admin Services	Janitorial Enhanced Effort	-	11,970	11,970
268-900-12-7999	Admin Services	Transfers Out	-	2,326,853	2,326,853
268-900-12-9006	Admin Services	Computer Equipment & Software	-	65,107	65,107
		ARPA Fund Total	1,121,977	13,243,977	14,365,955
Fund 271 - Park Enhancement Fund:					
271-490-61-9100	Parks & Recreation	SG Playground Resurfacing Project	-	280,000	280,000
		Park Enhancement Fund Total	-	280,000	280,000
Fund 411 - Water Fund:					
411-731-71-6101	Public Works	Scanning, digitizing and indexing files.	60,000	-	60,000
411-731-71-6101	Public Works	As-need service agreement for maintenance on water system.	49,900	-	49,900
411-731-71-9003	Public Works	Replace Utility Truck	73,066	2,732	75,798
		Water Fund Total	182,966	2,732	185,698
Fund 412 Sewer Fund:					
412-732-52-6101	Public Works	Leverage Service of Camera System - PW Yard	4,724	-	4,724
		Sewer Fund Total	4,724	-	4,724
Fund 413 Refuse Fund:					
413-304-12-6101	City Manager	Marketing, Comm. Outreach, SB1383 Education	21,251	25,500	46,751
413-733-51-6101	Public Works	Amendment No. 3 for Solid Waste Management Services	16,238	11,478	27,716

City of South Gate					
Carryover Expenditures					
Fiscal Year 2022-23					
Fund/ Division/ Account	Department	Description of Carryover	Encumbered Approp. (Outstanding POs)	Unencumber Approp.	Total FY Carryover
		Refuse Fund Total	37,490	36,978	74,467
Fund 521 Fleet Management Fund:					
521-750-12-9003	Public Works	Lease for Asphalt Patch Truck	-	54,037	54,037
521-750-12-9003	Public Works	Three 2022 Ford Super Duty F-550 and Three Roadline Graffiti Trucks	-	407,563	407,563
521-750-12-9005	Public Works	Fuel Management Systems		71,760	71,760
		Fleet Management Total	-	533,360	533,360
Fund 522 Information Systems Fund:					
522-305-12-9006	Admin Services	Purchase of Replacement Computers	-	58,500	58,500
522-310-12-6101	Admin Services	Enterprise Resource Planning System (ERP)	-	74,664	74,664
		Information Systems Fund Total	-	133,164	133,164
Fund 523 Capital Asset & Equipment Replacement Fund:					
523-413-61-9005	Parks & Recreation	Replace Movie Screen for Movies in the Park		20,000	20,000
523-414-61-9005	Parks & Recreation	Replace Treadmills & Stair Steppers at the Sports Center		19,000	19,000
523-460-61-9004	Parks & Recreation	ADA replacement doors at Girls Club House		40,000	40,000
523-460-61-9100	Parks & Recreation	Replacement of 30 lockers at the Parks Yard		10,000	10,000
523-460-61-9003	Parks & Recreation	Ford Explorer Police Interceptor Vehicles Unit 409 & 454	278,341	160,702	439,043
523-710-12-9003	Public Works	Replace Mobile Boom Crane Truck Unit 638; New Ford F250 Truck; Replace Unit 646 Flat Bed Truck; Replace Unit 614 Welder Truck; Replace Unit 225 Dump Truck; and Replace Cargo Van	704,030	-	704,030
523-713-31-9003	Public Works	Replace Unit 240 Asphalt Truck; Replace Unit 232 Pickup Truck; and Replace Unit 242 Pickup Truck	216,286	44,709	260,995
		Capital Asset & Equipment Replacement Fund Total	1,198,657	294,411	1,493,068
		REPORT TOTALS	3,378,192	22,449,610	25,827,803

ATTACHMENT B

City of South Gate
Carryovers of Revenues
Fiscal Year 2022-23

Fund Account	Description	Amount
<u>213 - TDA Fund</u>		
213-4655	TDA Bikeway	480,000
	Total TDA Fund	480,000
<u>231 - Law Enforcement Grant Fund</u>		
231-4683	ABC Grant	34,455
231-4936	Marathon Petroleum Grant/Donations	10,000
	Total Law Enforcement Grant Fund	44,455
<u>232 - Homeland Security Grant Fund</u>		
232-4625	Homeland Security Grant	2,140
	Total Homeland Security Grant Fund	2,140
<u>233 - State Community & Corrections Grant Fund</u>		
233-4632	State Community & Corrections Grant	51,954
	Total State Comm & Correct. Grant Fund	51,954
<u>236 - OTS Grant Fund</u>		
236-4624	OTS Grant	38,145
	Total OTS Grant Fund	38,145
<u>242 - HOME Fund</u>		
242-4690	HUD Allocation	824,382
242-xxxx	ARP Funds	380,911
242-4696	Prior Year Carryover	2,413,870
	Total HOME Fund	3,619,163
<u>243 - CDBG Fund</u>		
243-4690	HUD Allocation	893,372
243-4696	Prior Year Carryover	1,843,967
	Total CDBG Fund	2,737,339
<u>246 - EHV Fund</u>		
246-4690	HUD Allocation	165,625

City of South Gate
Carryovers of Revenues
Fiscal Year 2022-23

Fund Account	Description	Amount
246-4691	HUD Admin Fees	17,920
	Total EVH Fund	183,545
<u>261 - Federal & State Grant Fund</u>		
261-4677	EPA Grant	500,000
261-4687	CA for All Youth Workforce Prog. Grant	500,000
	Total XXX Fund	1,000,000
<u>264 - WSAB TOD SIP Fund</u>		
264-4617	Transit Oriented Development SIP Grant	143,410
	Total WSAB TOD SIP Fund	143,410
<u>265 - Permanent Local Housing Grant Fund</u>		
265-4675	Permanent Local Housing Grant	704,868
	Total Perm Local Hsg Grant Fund	704,868
<u>266 - SB2 Grant Fund</u>		
266-4688	SB2 Grant	310,000
	Total SB2 Grant Fund	310,000
<u>267 - LEAP Grant Fund</u>		
267-4689	LEAP Grant	300,000
	Total LEAP Grant Fund	300,000
REPORT TOTAL		9,605,019

CITY MANAGER'S OFFICE

MAR 20 2024
4:00pm

City of South Gate CITY COUNCIL

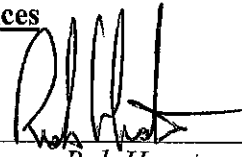
AGENDA BILL

For the Regular Meeting of: **March 26, 2024**
Originating Department: **Administrative Services**

Department Director:


Wendy O'Kelly

City Manager:


Rob Houston

SUBJECT: INVESTMENT REPORT QUARTER ENDING DECEMBER 31, 2023

PURPOSE: California Government Code Section 53646 requires staff to submit a report to the City Council and City Manager, at least quarterly, which provides detailed information on all investments of the City.

RECOMMENDED ACTION: The City Council will consider receiving and filing the Quarterly Investment Report for the quarter ending December 31, 2023.

FISCAL IMPACT: Interest earnings totaled \$802,278.85 for the quarter.

ANALYSIS: None.

BACKGROUND: Attached is the Investment Report for the quarter ending December 31, 2023, for the City and Housing Authority (Attachment A – Quarterly Investment Report).

In keeping with the City's Investment Policy, all investments are short-to-medium term in duration, with maturities currently ranging from 1 day to 5 years. All investments are maintained in accordance with California Government Code Section 53646 and the City's Investment Policy, with respect to the type of investment vehicles in which the City's monies are invested. As of December 31, 2023, 34.25% of the City's portfolio is invested in agency securities and non-callable certificate of deposits that have maturities in excess of one year. In dollar amounts, that equates to \$43,683,545.82 of the City's total portfolio of \$127,539,095.10 invested in securities that mature between 13 months and 5 years from now. The City Treasurer and Director of Administrative Services can certify that the funds are invested to provide sufficient cash flow for a period of six months.

As of December 31, 2023, the City's General Fund had a **positive** cash balance of over \$18 million (Attachment B – Schedule of Cash Balances).

ATTACHMENTS: A. Quarterly Investment Report – December 31, 2023
B. Schedule of Cash Balances – December 31, 2023

ATTACHMENT A

2

**CITY OF SOUTH GATE
INVESTMENT REPORT
DECEMBER 31, 2023**

QUARTER ENDING DATE:

12/31/2023

INVESTMENT AGENCY	CUSIP #	FDIC #	BOND RATING	SETTLEMENT DATE	MATURITY DATE	DAYS TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN/LOSS	ACCRUED INTEREST	INTEREST RATE	RISK CATEGORY	INTEREST PYMT FREQUENCY
U.S. GOVT & AGENCY ISSUES:													
FEDERAL HOME LOAN BANK	3130ASRB7		AAA	7/29/2022	1/26/2024	26	1,000,000.00	998,710.00	(1,290.00)	14,638.89	3.40%	Low	Semi-Annual
FREDDIE MAC	3134GWKU9		AAA	8/14/2020	2/14/2024	45	1,001,870.00	994,120.00	(7,750.00)	1,427.08	0.38%	Low	Semi-Annual
FEDERAL FARM CREDIT BANK	3133EMQM7		AAA	2/18/2021	2/16/2024	47	1,000,000.00	993,590.00	(6,410.00)	750.00	0.20%	Low	Semi-Annual
US TREASURY NOTE	91282CCC3		AAA	3/23/2022	5/15/2024	136	959,062.50	982,030.00	22,967.50	322.80	0.25%	Low	Semi-Annual
FREDDIE MAC	3134GWEA0		AAA	7/29/2020	7/29/2024	211	1,001,991.00	974,090.00	(27,901.00)	1,900.00	0.46%	Low	Semi-Annual
FANNIE MAE	3136G4J38		AAA	8/12/2020	8/12/2024	225	1,002,191.00	972,760.00	(29,431.00)	1,583.06	0.42%	Low	Semi-Annual
FEDERAL FARM CREDIT BANK	3133ELEA8		AAA	12/17/2019	9/17/2024	261	999,100.58	978,550.00	(20,550.58)	4,911.11	1.74%	Low	Semi-Annual
FEDERAL FARM CREDIT BANK	3133EPVK8		AAA	9/7/2023	10/2/2024	276	2,996,798.43	3,007,290.00	10,491.57	38,937.51	5.24%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130AN4L1		AAA	7/27/2022	10/15/2024	289	473,272.43	483,085.00	9,812.57	659.72	0.65%	Low	Semi-Annual
FREDDIE MAC	3134GW3W4		AAA	10/28/2020	10/28/2024	302	1,000,000.00	963,600.00	(36,400.00)	717.50	0.43%	Low	Semi-Annual
FREDDIE MAC	3134GXDZ4		AAA	11/27/2020	11/25/2024	330	1,001,985.00	961,890.00	(40,095.00)	450.00	0.47%	Low	Semi-Annual
FREDDIE MAC	3134GWRE8		AAA	7/27/2022	11/25/2024	330	942,003.65	963,160.00	21,156.35	1,575.00	0.47%	Low	Semi-Annual
US TREASURY NOTE	912828YV6		AAA	7/27/2022	11/30/2024	335	967,518.75	969,920.00	2,401.25	1,311.48	1.55%	Low	Semi-Annual
FREDDIE MAC	3134GWA71		AAA	9/9/2020	12/9/2024	344	1,002,493.00	960,080.00	(42,413.00)	305.56	0.52%	Low	Semi-Annual
FHLMCMTN	3134GXA61		AAA	9/13/2023	12/30/2024	365	983,477.43	992,020.00	8,542.57	20,111.11	4.03%	Low	Semi-Annual
FNMA	3135G0X24		AAA	9/26/2023	1/7/2025	373	954,560.00	969,010.00	14,450.00	7,854.17	1.68%	Low	Semi-Annual
US TREASURY NOTE	912828J27		AAA	3/23/2022	2/15/2025	412	990,937.50	970,590.00	(20,347.50)	7,554.35	2.06%	Low	Semi-Annual
FHLMCMTN	3134GXS88		AAA	9/13/2023	2/28/2025	425	982,238.38	991,270.00	9,031.62	13,666.67	4.04%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ANUR9		AAA	7/27/2022	3/21/2025	446	1,022,555.04	1,042,585.00	20,029.96	1,968.06	0.68%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ARH79		AAA	4/11/2022	4/11/2025	467	1,000,000.00	977,570.00	(22,430.00)	5,666.67	2.61%	Low	Semi-Annual
FANNIE MAE	3135G03U5		AAA	7/27/2022	4/22/2025	478	938,805.27	950,780.00	11,974.73	1,197.92	0.66%	Low	Semi-Annual
US TREASURY NOTE	912828ZL7		AAA	2/19/2021	4/30/2025	486	1,002,914.00	946,330.00	(56,584.00)	638.74	0.40%	Low	Semi-Annual
FREDDIE MAC	3134GXRG1		AAA	7/27/2022	5/12/2025	498	995,995.01	982,560.00	(13,435.01)	4,151.39	3.10%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ASG86		AAA	7/19/2022	6/13/2025	530	1,005,894.56	984,930.00	(20,964.56)	1,687.50	3.43%	Low	Semi-Annual
US TREASURY NOTE	91282CEY3		AAA	7/19/2022	7/15/2025	562	996,764.06	978,160.00	(18,604.06)	13,858.70	3.07%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ASRM3		AAA	7/28/2022	7/28/2025	575	1,000,000.00	985,110.00	(14,890.00)	14,875.00	3.55%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ASS75		AAA	7/27/2022	7/28/2025	575	1,000,000.00	985,410.00	(14,590.00)	14,960.00	3.57%	Low	Semi-Annual
FANNIE MAE	3136G4G31		AAA	7/27/2022	7/30/2025	577	930,143.01	943,160.00	13,016.99	2,726.39	0.69%	Low	Semi-Annual
FANNIE MAE	3136G4K69		AAA	8/19/2020	8/19/2025	597	1,000,000.00	938,670.00	(61,330.00)	1,833.33	0.53%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130AK5E2		AAA	6/10/2021	9/4/2025	613	994,769.00	935,050.00	(59,719.00)	1,218.75	0.40%	Low	Semi-Annual
FREDDIE MAC	3137EAEX3		AAA	1/6/2021	9/23/2025	632	1,000,000.00	933,330.00	(66,670.00)	1,020.83	0.40%	Low	Semi-Annual
FANNIE MAE	3136G44U4		AAA	10/20/2020	10/20/2025	659	1,000,000.00	930,840.00	(69,160.00)	986.11	0.54%	Low	Semi-Annual
FEDERAL FARM CREDIT BANK	3133EMDZ2		AAA	12/1/2020	10/21/2025	660	1,000,000.00	931,110.00	(68,890.00)	1,011.11	0.56%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130AKFJ0		AAA	11/13/2020	11/12/2025	682	998,750.00	928,880.00	(69,870.00)	721.39	0.57%	Low	Semi-Annual
FEDERAL FARM CREDIT BANK	3133EMPD8		AAA	2/18/2021	2/2/2026	764	1,000,000.00	922,680.00	(77,320.00)	1,862.50	0.49%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130AL6J8		AAA	2/24/2021	2/24/2026	786	1,000,000.00	924,040.00	(75,960.00)	2,204.86	0.68%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ALFX7		AAA	3/10/2021	3/10/2026	800	1,980,350.00	1,843,520.00	(136,830.00)	3,700.00	0.65%	Low	Semi-Annual
US TREASURY NOTE	91282CBW0		AAA	7/21/2021	4/30/2026	851	1,002,108.65	925,160.00	(76,948.65)	1,277.47	0.81%	Low	Semi-Annual
US TREASURY BOND	912833LZ1		AAA		5/15/2026	866	960,130.00	906,170.00	(53,960.00)	0.00	0.00%	Low	Semi-Annual
FEDERAL FARM CREDIT BANK	3133EML67		AAA	6/22/2021	6/22/2026	904	997,500.00	917,570.00	(79,930.00)	200.00	0.87%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ANFU9		AAA	7/30/2021	7/29/2026	941	1,000,000.00	915,520.00	(84,480.00)	3,588.89	0.93%	Low	Semi-Annual
US TREASURY NOTE	91282CCP4		AAA	8/12/2021	7/31/2026	943	992,946.00	915,980.00	(76,966.00)	2,615.49	0.68%	Low	Semi-Annual
US TREASURY NOTE	91282CCW9		AAA	12/2/2021	8/31/2026	974	986,152.00	916,800.00	(69,352.00)	2,534.34	0.82%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ANW71		AAA	9/23/2021	9/23/2026	997	1,000,000.00	914,890.00	(85,110.00)	2,749.44	1.10%	Low	Semi-Annual
FHLMCMTN	3134H1CK7		AAA	9/13/2023	9/25/2026	999	995,583.34	996,450.00	866.66	13,466.67	5.07%	Low	Semi-Annual
FEDERAL FARM CREDIT BANK	3133ENBK5		AAA	12/2/2021	10/20/2026	1024	997,000.00	916,240.00	(80,760.00)	2,248.33	1.24%	Low	Semi-Annual
FEDERAL FARM CREDIT BANK	3133ENFPO		AAA	12/2/2021	11/30/2026	1065	1,005,450.00	921,300.00	(84,150.00)	1,257.22	1.58%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ASPE3		AAA	7/28/2022	7/28/2027	1305	1,000,000.00	987,450.00	(12,550.00)	18,275.00	4.35%	Low	Semi-Annual
TOTAL							50,063,309.59	48,424,010.00	(1,639,299.59)	243,178.11			

CORPORATE BONDS - MEDIUM TERM NOTES:

None

TOTAL

0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00

U.S. TREASURY BILLS:

None

TOTAL

0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00

**CITY OF SOUTH GATE
INVESTMENT REPORT
DECEMBER 31, 2023**

QUARTER ENDING DATE:

12/31/2023

INVESTMENT AGENCY	CUSIP #	FDIC #	BOND RATING	SETTLEMENT DATE	MATURITY DATE	DAYS TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN/LOSS	ACCRUED INTEREST	INTEREST RATE	RISK CATEGORY	INTEREST PYMT FREQUENCY
BROKED, CERTIFICATES OF DEPOSIT:													
CF Bank	15721UDC0	28263		9/11/2019	1/11/2024	11	249,000.00	248,686.26	(313.74)	243.54	1.70%	Low	Monthly
First Bank Hamilton NJ	319137AW5	58481		1/28/2021	1/29/2024	29	249,000.00	247,951.71	(1,048.29)	6.82	0.20%	Low	Monthly
First Foundation Bank Irvine CA	32026UWG7	58647		2/5/2021	2/5/2024	36	249,000.00	247,720.14	(1,279.86)	203.29	0.20%	Low	Semi-Annual
Commerical Bank Nelson Neb	20146AAT7	12246		8/7/2020	2/7/2024	38	249,000.00	247,665.36	(1,334.64)	250.71	0.25%	Low	Semi-Annual
First Source Bank	33646CLV4	9087		3/13/2020	2/12/2024	43	248,000.00	246,891.44	(1,108.56)	1,141.48	1.51%	Low	Semi-Annual
Commonwealth Business Bk Los	2027506Q3	57873		2/26/2021	2/26/2024	57	249,000.00	247,005.51	(1,994.49)	6.14	0.15%	Low	Monthly
First National Bank of America	32110YNNV3	17438		2/28/2020	2/28/2024	59	249,000.00	247,503.51	(1,496.49)	42.30	1.56%	Low	Monthly
Community First Bank	20370AAE7	5197		3/27/2020	3/27/2024	87	249,000.00	246,313.29	(2,686.71)	28.99	0.86%	Low	Monthly
Centerstate Bank	15201QCN5	33555		3/30/2020	4/1/2024	92	248,000.00	245,274.48	(2,725.52)	600.30	0.96%	Low	Semi-Annual
Thomaston Svgs Bk Ct	88457PAM9	18258		04/03/20	4/3/2024	94	248,000.00	245,262.08	(2,737.92)	642.08	1.06%	Low	Semi-Annual
Pacific Enterprise Bk Ca	694231AG6	58415		04/09/20	4/9/2024	100	249,000.00	246,208.71	(2,791.29)	188.28	1.21%	Low	Monthly
First State Bank	33648PBM4	2301		04/15/20	4/16/2024	107	249,000.00	245,992.08	(3,007.92)	125.52	1.16%	Low	Monthly
Third Fed Svgs Ln Assn of	88413QCN6	30012		05/21/20	5/21/2024	142	249,000.00	244,724.67	(4,275.33)	209.78	0.76%	Low	Semi-Annual
New York Community Bank Westbury	649447UP2	16022		06/03/21	6/3/2024	155	249,000.00	243,955.26	(5,044.74)	69.24	0.36%	Low	Semi-Annual
First State Bank of Dequeen	336460DA5	21805		8/20/2020	7/22/2024	204	249,000.00	242,456.28	(6,543.72)	28.65	0.36%	Low	Monthly
East Boston Savings Bank Boston MA	27113PDM0	33510		8/12/2020	8/12/2024	225	249,000.00	241,838.76	(7,161.24)	339.05	0.36%	Low	Semi-Annual
American Eagle Bank	02554BDC2	57359		8/24/2020	8/26/2024	239	249,000.00	241,355.70	(7,644.30)	19.10	0.36%	Low	Monthly
First Bank of Puerto Rico	33767GAG3	30387		9/6/2019	9/6/2024	250	249,000.00	243,621.60	(5,378.40)	348.24	2.01%	Low	Monthly
People's Bank	710665FD7	16265		3/10/2020	9/10/2024	254	249,000.00	242,852.19	(6,147.81)	225.12	1.54%	Low	Monthly
Morgan Stanley PVT	61760AY60	34221		9/12/2019	9/12/2024	256	247,000.00	241,568.47	(5,431.53)	1,427.19	1.94%	Low	Semi-Annual
Enerbank	29278TLK4	57293		9/13/2019	9/13/2024	257	249,000.00	243,380.07	(5,619.93)	239.79	1.89%	Low	Monthly
McHenry State Bank	58117WAHO	30864		3/13/2020	9/13/2024	257	249,000.00	242,690.34	(6,309.66)	187.94	1.49%	Low	Monthly
Abacus Federal Savings	00257TBH8	32257		9/18/2019	9/18/2024	262	249,000.00	243,004.08	(5,995.92)	162.36	1.74%	Low	Monthly
Bank of Old Monroe	064236BG6	1655		9/3/2019	9/18/2024	262	249,000.00	243,004.08	(5,995.92)	162.36	1.74%	Low	Monthly
Spring Bank	849430BA0	58668		9/19/2019	9/19/2024	263	249,000.00	242,892.03	(6,107.97)	146.33	1.69%	Low	Monthly
Medallion Bank	58404DFJ5	57449		9/23/2019	9/23/2024	267	249,000.00	243,153.48	(5,846.52)	113.58	1.89%	Low	Monthly
Bankwest	06652CHB0	4009		9/27/2019	9/27/2024	271	249,000.00	242,792.43	(6,207.57)	197.15	1.74%	Low	Monthly
Commercial Savings Bank	202291AF7	231		9/27/2019	9/27/2024	271	247,000.00	240,975.67	(6,024.33)	1,136.88	1.79%	Low	Semi-Annual
Enterprise Bank	29367RLA2	34786		9/27/2019	9/27/2024	271	247,000.00	241,062.12	(5,937.88)	1,169.36	1.84%	Low	Semi-Annual
Lakeside Bank	51210SQV2	19573		9/27/2019	9/27/2024	271	249,000.00	242,971.71	(6,028.29)	61.40	1.84%	Low	Monthly
Banker's Bank of the West	06610TEE1	23210		9/30/2019	9/30/2024	274	249,000.00	242,939.34	(6,060.66)	392.94	1.84%	Low	Monthly
Celtic Bank	15118RSC2	57056		9/30/2019	9/30/2024	274	249,000.00	242,755.08	(6,244.92)	371.11	1.74%	Low	Monthly
Continental Bank	211163JY7	57571		9/30/2019	9/30/2024	274	249,000.00	241,285.98	(7,714.02)	196.47	0.93%	Low	Monthly
First Service Bank	33640VDA3	18519		9/30/2019	9/30/2024	274	249,000.00	242,847.21	(6,152.79)	382.03	1.79%	Low	Monthly
Morgan Stanley	61690ULF5	32992		10/3/2019	10/3/2024	277	247,000.00	241,165.86	(5,834.14)	1,187.63	2.00%	Low	Semi-Annual
Baycoast Bk Swansea Mass	072727AZ3	90196		1/16/2020	1/24/2025	390	247,000.00	238,238.91	(8,761.09)	1,852.16	1.76%	Low	Semi-Annual
Tolleson Private Bank Dallas Tex	889538AU8	57522		2/26/2021	2/26/2025	423	249,000.00	235,583.88	(13,416.12)	12.28	0.32%	Low	Monthly
Bell Bank Corp.	07815AAZ0	19581		2/27/2020	2/27/2025	424	249,000.00	239,199.36	(9,800.64)	54.58	1.67%	Low	Monthly
Chambers Bank	157767AB0	5615		2/28/2020	2/28/2025	425	249,000.00	239,037.51	(9,962.49)	42.30	1.61%	Low	Monthly
FNB of Albany	32117WAN2	3067		2/28/2020	2/28/2025	425	249,000.00	239,179.44	(9,820.56)	43.66	1.67%	Low	Monthly
Garret State Bank	366526AX9	8074		2/28/2020	2/28/2025	425	249,000.00	239,037.51	(9,962.49)	42.30	1.61%	Low	Monthly
Horizon Bank	44042TBX1	14327		2/28/2020	2/28/2025	425	249,000.00	239,037.51	(9,962.49)	42.30	1.61%	Low	Monthly
Live Oak Banking Co.	538036JV7	58665		2/28/2020	2/28/2025	425	249,000.00	239,396.07	(9,603.93)	359.52	1.77%	Low	Monthly
Prime Alliance Bank	74160NHC7	57920		2/28/2020	2/28/2025	425	249,000.00	238,898.07	(10,101.93)	40.93	1.56%	Low	Monthly
Iowa State Bank	46256YBF5	15947		3/5/2020	3/5/2025	430	248,000.00	237,876.64	(10,123.36)	1,202.63	1.56%	Low	Semi-Annual
American Expr Nat Bank	02589AA51	27471		3/17/2020	3/17/2025	442	248,000.00	235,910.00	(12,090.00)	648.20	0.95%	Low	Semi-Annual
Evergreen Bank Group	300185JF3	35230		3/26/2020	3/26/2025	451	249,000.00	236,828.88	(12,171.12)	40.93	1.05%	Low	Monthly
American Commerce Bank	02519TAZ9	57686		3/27/2020	3/27/2025	452	249,000.00	236,657.07	(12,342.93)	32.40	1.00%	Low	Monthly
Central Bank Little Rock AK	152577AZ5	1756		3/27/2020	3/27/2025	452	249,000.00	236,806.47	(12,193.53)	34.11	1.05%	Low	Monthly
Fortune Bank	34969RCT3	58107		3/27/2020	3/27/2025	452	249,000.00	237,105.27	(11,894.73)	37.52	1.16%	Low	Monthly
Savoy Bank Resource	80534VAD0	58641		3/27/2020	3/27/2025	452	249,000.00	236,507.67	(12,492.33)	30.70	0.95%	Low	Monthly
Home Loan Inv Bank	43719LAC9	27417		3/28/2020	3/28/2025	453	249,000.00	236,811.45	(12,188.55)	218.30	1.05%	Low	Monthly
Banker's Bank Oklahoma City	06610QEE7	26677		3/31/2020	3/31/2025	456	249,000.00	236,739.24	(12,260.76)	218.30	1.05%	Low	Monthly
Pine Island Bank	722616AR0	12193		3/31/2020	3/31/2025	456	249,000.00	236,739.24	(12,260.76)	218.30	1.05%	Low	Monthly
Providence Bank, Rocky Mt	743738CG9	58239		3/31/2020	3/30/2025	455	249,000.00	236,288.55	(12,711.45)	185.56	0.90%	Low	Monthly
Encore Bk Little Rock Ark	29260MBF1	34562		5/15/2020	5/15/2025	501	249,000.00	235,051.02	(13,948.98)	92.78	0.85%	Low	Monthly
Summit ST Bk Santa Rosa Ca	866264DP6	32203		5/15/2020	5/15/2025	501	248,000.00	234,372.40	(13,627.60)	271.44	0.90%	Low	Semi-Annual
Minnewest Bank	60425SJC4	16958		8/19/2020	5/19/2025	505	249,000.00	233,457.42	(15,542.58)	31.04	0.37%	Low	Monthly
Malaga Bank Palos Vendes Est C	56102AAL0	32282		8/26/2020	6/26/2025	543	249,000.00	232,309.53	(16,690.47)	12.28	0.32%	Low	Monthly
Flagstar Bank FSB Troy Mich	33847E3W5	32541		7/22/2020	7/22/2025	569	249,000.00	232,897.17	(16,102.83)	667.18	0.64%	Low	Semi-Annual

**CITY OF SOUTH GATE
INVESTMENT REPORT
DECEMBER 31, 2023**

QUARTER ENDING DATE:

12/31/2023

INVESTMENT AGENCY	CUSIP #	FDIC #	BOND RATING	SETTLEMENT DATE	MATURITY DATE	DAYS TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN/LOSS	ACCRUED INTEREST	INTEREST RATE	RISK CATEGORY	INTEREST PYMT FREQUENCY
<u>BROKERED, CERTIFICATES OF DEPOSIT:</u>													
Balboa Thrift & Loan Assoc Chula	05765LBA4	26704		7/31/2020	7/31/2025	578	249,000.00	231,617.31	(17,382.69)	76.41	0.38%	Low	Monthly
1st Financial Bank USA	32022RNT0	1673		8/19/2020	8/19/2025	597	249,000.00	231,530.16	(17,469.84)	39.91	0.48%	Low	Monthly
Northeast Community Bank White	664122AF5	29147		8/20/2020	8/20/2025	598	249,000.00	231,505.26	(17,494.74)	36.84	0.48%	Low	Monthly
Bank Kremlin Oklahoma	063046AN6	11526		8/26/2020	8/26/2025	604	249,000.00	231,159.15	(17,840.85)	16.37	0.43%	Low	Monthly
Bank3 Tennessee	06653LAP5	15205		8/28/2020	8/28/2025	606	249,000.00	231,111.84	(17,888.16)	10.92	0.43%	Low	Monthly
Crown Bank Na Ocean City	228212AQ9	34259		9/4/2020	9/4/2025	613	249,000.00	230,967.42	(18,032.58)	76.41	0.43%	Low	Monthly
Jonesboro State Bank	48040PJT3	9325		12/11/2020	12/11/2025	711	249,000.00	229,592.94	(19,407.06)	85.96	0.65%	Low	Monthly
Bank Hapoalim B M New York	06251A2Q2	33686		12/14/2020	12/15/2025	715	249,000.00	229,177.11	(19,822.89)	61.40	0.54%	Low	Semi-Annual
BMO Haris Bk National Assn	05600XBQ2	16571		12/18/2020	12/18/2025	718	249,000.00	229,050.12	(19,949.88)	47.75	0.54%	Low	Quarterly
JP Morgan Chase Bk NA	48128UZO	628		12/29/2020	12/29/2025	729	249,000.00	228,943.05	(20,056.95)	10.23	0.54%	Low	Semi-Annual
Grand Bank Tulsa Okla	38522ABR6	22065		1/29/2021	1/29/2026	760	249,000.00	227,381.82	(21,618.18)	10.92	0.44%	Low	Monthly
Poppy Bank Santa Rosa CA	73319FAZ2	57903		2/19/2021	2/19/2026	781	249,000.00	226,794.18	(22,205.82)	35.48	0.44%	Low	Monthly
Capital One Bank USA Nat'l Assn	14042TEH6	33954		12/8/2021	12/8/2026	1073	248,000.00	223,433.12	(24,566.88)	203.84	1.39%	Low	Monthly
Capital One Nat'l Assn McLean	14042RQN4	4297		12/8/2021	12/8/2026	1073	248,000.00	223,433.12	(24,566.88)	203.84	1.39%	Low	Monthly
Toyota Finl Svgs Bk Hend Nv	89235MMH1	57542		12/9/2021	12/9/2026	1074	248,000.00	223,410.80	(24,589.20)	195.34	1.39%	Low	Monthly
TOTAL							18,656,000.00	17,890,840.66	(765,159.34)	19,796.47			
TOTAL CITY INVESTMENTS (under U.S. Bank Safekeeping)							68,719,309.59	66,314,850.66	(2,404,458.93)	262,974.58			
<u>MONEY MARKET/OVERNIGHT SWEEP ACCOUNTS:</u>													
U.S. Bank - First American Treasury Obligation				12/31/2023	1/1/2024	1	6,282,539.84	6,282,539.84	0.00	24,917.22	4.83%	Low	Monthly
TOTAL							6,282,539.84	6,282,539.84	0.00	24,917.22			
<u>LAIF INVESTMENTS:</u>													
General Fund Pooled Accounts				12/31/2023	1/1/2024	1	52,497,922.21	52,158,949.98	(338,972.23)	574,388.90	4.00%	Low	Quarterly
Housing Authority				12/31/2023	1/1/2024	1	39,323.46	39,069.55	(253.91)	2,694.38	4.00%	Low	Quarterly
TOTAL							52,537,245.67	52,198,019.54	(339,226.13)	577,083.28			
TOTAL INVESTMENTS							127,539,095.10	124,795,410.04	(2,743,685.06)				
TOTAL UNREALIZED GAIN/(LOSS)									(2,743,685.06)				
TOTAL ACCRUED INTEREST										864,975.08			

Note (1) - The accrued interest is the City's estimate of interest based on the rate and ending balance. The actual amounts are different.

COST - LAIF POOLED @ 12/31/23	\$157,945,043,612.18
MARKET VALUE - LAIF POOLED @ 12/31/23	\$156,925,213,092.58
MARKET VALUE TO BOOK RATIO - LAIF	99.35431%
MARKET VALUE - CITY OF SOUTH GATE @ 12/31/23	52,198,019.54

SCHEDULE OF CASH BALANCES
December 31, 2023

Fund #	Fund Name	Unrestricted Balance	Restricted Balance	Total
100	General Fund	\$ 18,284,589.78	\$ -	\$ 18,284,589.78
211	Traffic Safety	-	-	-
212	Gas Tax	-	2,133,436.70	2,133,436.70
213	TDA Bikeway	-	-	-
214	Street Sweeping	-	347,254.63	347,254.63
215	Road Repair and Accountability Act	-	6,413,697.84	6,413,697.84
216	CASp Certification and Training	-	98,094.47	98,094.47
217	Measure W Stormwater	-	1,090,672.28	1,090,672.28
218	Used Oil Recycling Program	-	(1,165.87)	(1,165.87)
219	Beverage Container Recycling Grant	-	37,643.59	37,643.59
220	Road Mitigation Program	-	2,767,609.25	2,767,609.25
221	Prop A Transit	-	6,475,035.22	6,475,035.22
222	Prop C Transit	-	6,911,863.99	6,911,863.99
223	SCAQMD	-	375,367.25	375,367.25
224	Measure R Transit	-	4,904,151.24	4,904,151.24
225	Measure M	-	2,957,990.13	2,957,990.13
230	State COPS Grant	-	262,244.68	262,244.68
231	Law Enforcement Grants	-	461,442.86	461,442.86
232	Homeland Security Grant	-	(0.49)	(0.49)
233	State Community & Corrections Grant	-	43,056.41	43,056.41
235	Asset Forfeiture	-	2,356,137.29	2,356,137.29
236	OTS Grant	-	(2,302.73)	(2,302.73)
237	JAG/Edward Byrne Memorial Grant	-	81,464.36	81,464.36
238	Homeless Outreach Services Team (HOST)	-	7,978.07	7,978.07
240	Housing Authority - Development Projects	-	(159,195.50)	(159,195.50)
241	Housing Authority	-	(264,385.49)	(264,385.49)
242	Home Program	-	742,201.25	742,201.25
243	CDBG	-	4,304.30	4,304.30
245	ARRA	-	-	-
246	Emergency Housing Voucher (EHV)	-	-	-
251	Street Lighting & Landscaping	-	(1,060,875.85)	(1,060,875.85)
252	Tweedy P & BIA	-	718.36	718.36
261	Federal & State Grants	-	(7,244,843.03)	(7,244,843.03)
262	UDAG	426,323.51	-	426,323.51
263	Public Access Corp.	-	94,462.86	94,462.86
264	West Santa Ana Branch TOD SIP	-	16,157.94	16,157.94
265	Permanent Local Housing Grant	-	(16,451.75)	(16,451.75)
266	SB2 Grant	-	(147,540.09)	(147,540.09)
267	LEAP Grant	-	(112,741.88)	(112,741.88)
268	American Rescue Plan Act (ARPA)	-	19,643,879.91	19,643,879.91
271	Park Enhancement	1,509,838.11	-	1,509,838.11
311	Capital Improvements	-	(6,269,998.96)	(6,269,998.96)
321	Successor Agency to the CDC	-	-	-
322	Low/Mod Income Housing	-	(193,470.38)	(193,470.38)
411	Water	-	46,666,383.09	46,666,383.09
412	Sewer	-	1,439,050.16	1,439,050.16
413	Refuse Collection	-	1,191,592.05	1,191,592.05
511	Insurance	6,824,369.81	-	6,824,369.81
521	Fleet Management	-	1,899,633.47	1,899,633.47
522	Information Systems	944,566.09	-	944,566.09
523	Capital Asset & Equipment Replacement	5,055,919.78	-	5,055,919.78
524	Building & Infrastructure Maintenance	(101,909.49)	-	(101,909.49)
611	Successor Agency - Debt Service & ROPS	-	(3,640.52)	(3,640.52)
711	Trust and Agency	-	914,970.52	914,970.52
901	Inventory Clearing	(168,023.20)	-	(168,023.20)
903	Payroll Clearing	55,674.93	-	55,674.93
Total All Funds		\$ 32,633,349.32	\$ 94,861,881.63	\$ 127,495,230.95
			Invested Amount	\$127,539,095.10
			Uninvested Cash	(\$43,864.15)
			Total Cash	\$127,495,230.95

MAR 19 2024

12:33pm

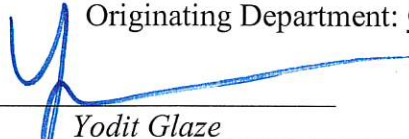
City of South Gate
CITY COUNCIL

AGENDA BILL

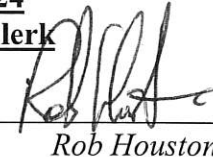
For the Regular Meeting of: March 26, 2024

Originating Department: Office of the City Clerk

City Clerk:


Yodit Glaze

City Manager:


Rob Houston

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES

PURPOSE: To historically preserve the events of the City Council Meetings.

RECOMMENDED ACTION: The City Council will consider:

- a. Approving the Regular and Special City Council Meeting minutes of February 13, 2024;
and
- b. Approving the Regular and Special City Council Meeting minutes of February 27, 2024.

FISCAL IMPACT: None.

ANALYSIS: The minutes are provided to the City Council on the Wednesday prior to their regular business meeting. Amendments should be provided to the City Clerk's Office within 24 hours of a City Council Meeting so that verification of the record and corrections are made accordingly. A revised document will be provided to the City Council prior to the Meeting.

BACKGROUND: The minutes typically describe the events of the meeting and may include a list of attendees, a statement of the issues considered by the participants, and related responses or decisions for the issues.

ATTACHMENTS: City Council Minutes

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, FEBRUARY 13, 2024**

CALL TO ORDER Gil Hurtado, Mayor called a Special City Council Meeting to order at 5:30 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Robert Houston, City Attorney Raul F. Salinas

1
PROCLAMATIONS The City Council issued a Proclamation declaring the month of February 2024 as Black History Month.

CLOSED SESSION The Council Members recessed into Closed Session at 5:40 p.m. and reconvened at 6:31 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)

a. Wendy Garcia v. City of South Gate

An individual who slipped off the side of the curb on the city's street on an unfilled pothole and claims suffered injuries as a result. There was a presentation made by the City Attorney and upon conclusion of that report, there was a motion made by Vice Mayor Davila and seconded by Councilwoman Avalos and on a vote of 4-0, motion passed. Council Member Barron did not participate in the vote on a abundance of caution.

ADJOURNMENT Vice Mayor Davila unanimously adjourned the meeting at 6:33 p.m. and seconded by Council Member Avalos.

PASSED and APPROVED this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, FEBRUARY 13, 2024**

CALL TO ORDER Gil Hurtado, Mayor called a Regular City Council Meeting to order at 6:33 p.m.

INVOCATION Pastor Bobby Scott, Community of Faith Bible Church

PLEDGE OF ALLEGIANCE: Arturo Cervantes, Assistant City Manager/Public Works Director

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Robert Houston, City Attorney Raul F. Salinas

**COMMENTS FROM THE
AUDIENCE - NON-AGENDA
ITEMS**

Elizabeth C, a fellow resident asked if it was possible to increase the police presence on Kansas Avenue between Long Beach Boulevard and Stanford Avenue. She also wanted to place her concerns of the median that was placed along Long Beach Boulevard.

Thomas Buckley, wanted to bring attention to his concerns regarding the median that has been placed along Long Beach Boulevard.

Armando Velazquez, representative of the Kiwanis Club, wanted to inform the public that the Kiwanis Club will conduct their monthly Kiwanis Clean-up meeting on Saturday, February 17th, 2024, at 9 am. Mr. mentioned they will be adding a Kiwanis Club to the Southeast District and encouraging anyone interested to join.

Armando Munoz placed his concerns on the importance of Jet fuel regulations.

**COMMENTS FROM THE
AUDIENCE - NON-AGENDA
ITEMS CONT'D**

Maria Vasquez, also an airport employee, thanked the council for taking the time to hear about their experiences, the importance of Jet fuel regulations.

A representative from the American Red Cross mentioned there will be an event taking place where the American Red Cross will install smoke alarms free of charge in the City of South Gate. While they are looking for more volunteers, those volunteers will be trained to assist in the

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

installation of smoke alarms. These smoke alarms would be given to all if requested. Flyers were left with staff.

Roberto, a resident, shared his concerns about the recent crime rate and our Police Department's response time.

Mr. Nayola, Isidro, 8422 Victoria Avenue, expressed his concerns with the South Gate Golf Course of certain holes being closed for far too long.

Antonio Gutierrez, 8441 South Gate Avenue, expressed his concerns of endorsing certain individuals to represent us in school-related matters.

Ozzy Pena, a local gas company representative, explained they currently have a scholarship program that is open until March 19th. Information was left with city staff for anyone interested in applying.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS CONT'D

Mr. Lopez, 2412 Glenwood Place, shared his concerns of maintaining and cleanliness on the West side of the city.

A concerned resident spoke on the reoccurring issue of potholes in the City and homelessness issues.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Arturo Cervantez, Director of Public Works, addressed the comments on issues surrounding the construction of Long Beach Boulevard. He noted that, unfortunately, there have been a few vehicle accidents on the Boulevard. He reassured the residents the contractors are reliable should there be deficiencies. Regarding garbage along the streets mentioned, the Public Works Department will investigate it. Areas in which there is heavy foot traffic are much more prone to trash generation along the streets. Public Works will investigate the construction equipment on the corner of Santa Fe and Long Beach Boulevard. Lastly, he spoke about potholes and railroad cleanliness in the city. The Public Works Department is working tirelessly to fix the issue. Railroad cleanliness is a bit difficult because some parts are not in the city's Jurisdiction. The Public Works Department will try to contact such agencies to see if we can schedule a clean-up. Mr. Cervantes mentioned the parks are undergoing fence renovations, and that may be the cause of some of the closures of the holes on the golf course.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Moving forward, Ms. Meredith Elguira, Director of Community Development, shared some announcements. She wanted to remind staff

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

and residents we have a Citizen's Advisory meeting on Thursday, February 15th, at 6 pm.

Ms. Elguira noted for future reference to notify Council if their commissioners do not attend the meetings.

Wendy O'Kelly, Director of Administrative Services, shared a few reminders to residents and community members about the two credit programs (Water Credit Rebuild Reimbursement Program). She notes that the city is still taking applications. She continues by explaining that they are still processing some of the credits into the residents' accounts. Since the water consumption has affected the sewage rate. The Administrative Service Department has discovered an additional credit that the staff is still applying to accounts. She lastly notes that most individuals applying for one of the programs will most likely fall into the other. On February 22nd, City Hall will host a Long Beach Community Action plan in-house from 9 am to 2 pm. The previous meeting was canceled due to the rain.

Jon Hamilton, Director of Human Resources, shared the new job opportunities in the city.

Darren Arakawa, Chief of Police, reassures the residents that officers are out in the field patrolling. Nevertheless, he will try to bring the specific areas that were mentioned by residents to the officers' attention. He continues by encouraging residents to call dispatch when the incidents occur so officers can respond. Regarding parking concerns at/near intersections, there is a state law that allows cities the ability to cite vehicles parked twenty feet from the intersection that will take effect on January 1st, 2025. He states that the Police Department will begin that educational campaign to notify residents that there will be no parking allowed twenty feet from any intersection. Moreover, he discussed the concerns regarding Calden Courts. He notes at the next council meeting, he will be presenting 2023 crime report statistics. Calden Courts is fifth on the list for the highest for call of service. At large, many of the

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

violent crimes have gone down; however, property crimes have increased. Chief Arakawa and his staff are coming up with strategies in hopes of lowering crime rates. Lastly, he wanted to speak about the railroad right away. He explains that the Police Department is actively working alongside the agencies that own the railroads for clean-ups and towing away vehicles with no registration and stolen vehicles. Chief Arakawa shared that the South Gate Police Department responded to 45,000 calls for service. The response times for priority one calls, which consist of active crimes or felony types of crimes, are relevantly low. Non-in-

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

progress calls do take a little longer for an officer to respond. Nevertheless, Officers are trying their best to respond.

Rob Houston, City Manager wanted to echo the sentiment of the staff and appreciation of the residents' involvement in the community. He encourages all residents to call our city staff to address such issues.

Raul F. Salinas, City Attorney, wanted to speak briefly about the comments made about homelessness on the railroad tracks. He notes that the railroad tracks are preempted by federal law. Meaning that the restraints are limited. Moreover, Mr. Salinas explained that a legal case that brought to the attention of homeless clean-up. He states that on January 12th, the U.S. Supreme Court decided to accept an appeal made by a district court to deny the City of San Francisco to clean up the streets. Lastly, he thanked City staff for their efforts in publicizing the Levine Act.

Yodit Glaze, City Clerk, wanted to speak on the elections that are coming up on March 5th. She has worked closely with the LA County Registrar-Recorder/ County Clerk's Office, along with the voting center at South Gate Park. We have also added more voting centers at local schools, consisting of Bryson Elementary School, Montara Elementary School, and South Gate Middle School.

Jose De La Paz, City Treasurer, had nothing new to report.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Council Member Avalos wanted to acknowledge everyone in the council chambers and thank them for their participation. She wanted to share her gratitude to the Public Works employees for their work during this past storm. Ms. Avalos also took the time to welcome two new companies into South Gate, Twisted Wetzel and KFC. Lastly, she wishes everyone in our community a happy belated Lunar New Year.

Council Member Barron encouraged residents to get involved in election season and advocate for the community. He also provided the City's mobile app, "South Gate Connect," for those who want to share their thoughts. Mr. Barron echoed similar comments to Mr. Velasquez regarding the updates on the Kiwanis Club. He also noted that there are sign-ups for baseball and softball for the children in the community.

Council Member Rios thanked the audience for attending the council meeting. He thanked the American Red Cross for attending the meeting and sharing important information on the smoke alarms. He also noted the importance of sharing awareness on the Jet fuel that is affecting our local community. He thanked all the representatives that came to the meetings.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

Mr. Rios continued to speak briefly about the new college development on the corner of Santa Fe Avenue and Firestone Boulevard.

Vice Mayor Davila echoed similar comments and thanked those who attended the meeting in person and via Zoom. She encourages the community to speak about their concerns. She states they have an open-door policy to speak to residents. She mentioned that she would be taking a trip with the Central Metro Council to see what improvements that our local buses can make. Vice Mayor Davila also mentioned the South Gate Multicultural Woman's Club would be hosting their annual Conference.

Mayor Hurtado thanked those who participated in attending the meeting and shared their concerns.

CONSENT CALENDAR

Agenda Items 1, 2, 3, 4, 5, 6, 7 and 8 are Consent Calendar Items.

Mario Dominguez expressed frustration with council members supporting item 1 and requests their support on two (2) projects he suggests.

Thomas Buckley referenced item 8, the minutes show the header as 2023 instead of 2024. He also stated the December 12th minutes were missing.

CONSENT CALENDAR CONT'D

Alice, resident, states the City of South Gate has nothing to do with any other company not pertaining to our city.

Mayra Castaneda, healthcare worker from St. Francis and Resident of South Gate, thanked council members for supporting this item and explained how St. Francis provides services Lynwood and South Gate.

Scott, Former Nurse Practitioner at St. Francis, stated that this issue is an entire Los Angeles problem as it is the closest trauma center to the neighboring cities. He stated that they will continue to speak up for what is right.

Sonia Rodriguez, one of the 9 terminated members of St. Francis, states that their patients are like family. She also echoed that this is a Los Angeles issue as it affects everyone in nearby cities.

Sandra Marquez, Resident and former healthcare worker, claims St. Francis is one the worst violators of Title 22. She described healthcare workers trying their best even with unsafe staffing numbers.

Jovanna Laborin, Resident, spoke about a specific incident where the hospital could not locate a deceased patient when family members arrived. The hospital claimed they were not there. When an investigation was

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

made, 15 errors were found, and healthcare workers confessed that they were told by the Directors what to say.

Mr. Chavez, healthcare worker from St. Francis, claims that St. Francis has provided unsafe working conditions as well as healthcare for their patients.

Mayor Hurtado thanked the staff for coming and speaking. He spoke about receiving care when he had a heart attack and how they have been there for the community. He mentioned how the Lynwood Mayor was denied access when asking for information.

Council Member Avalos addressed her email from Ms. Castaneda and continued by correcting that these healthcare workers were not “allegedly” terminated, they were in fact terminated. She spoke on an incident regarding her uncle who was seen by St. Francis medical center before passing. She stated she supports this item as it is important to our community.

CONSENT CALENDAR CONT'D

Council Member Barron stated that when a private company is endangering the lives of residents in our community, the city will do what they can to provide a resolution.

Council Member Avalos stated that she wanted to pull item 8 to make corrections.

Vice Mayor Davila thanked the healthcare workers for speaking. She stated her support for the resolution as it is important for the community.

Council Member Rios stated a letter should be sent to the hospital to try to reinstate the healthcare workers with their jobs.

Ms. Glaze addressed the comment on item number 8 and stated council members cannot be blamed for missing minutes as it is the City Clerk's Office that handles the minutes. They are not touched by any of the Council Members.

Agenda Items 1, 2, 3, 4, 5, 6, and 7 were approved by motion of Council Member Avalos and seconded by Vice Mayor Davila. Item 8 was removed from the agenda and continued to the next council meeting.

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes (recused from voting on item 2).

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

1

HEALTH, SAFETY & WELFARE SERVICES

The City Council unanimously approved items A & B during consent calendar:

- a. Resolution No. 2024-05-CC entitled Resolution of the City Council of the City of South Gate, California, in support of the reinstatement of healthcare workers who were allegedly terminated improperly, and in support of healthcare workers seeking higher compensation and better working conditions at St. Francis Medical Center; and
- b. Authorized the Mayor to execute the Resolution in a form acceptable to the City Attorney and directing the City Manager to transmit a copy of the Resolution forthwith to St. Francis Medical Center.

2

STREETS/SIDEWALKS/ LANDSCAPING

The City Council made a finding and adopted Resolution No. 2024-06-CC entitled Resolution of the City Council of the City of South Gate, State of California, declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539- PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code during consent calendar.

3

SOLID WASTE MGMT

The City Council unanimously approved items A, B, C & D during consent calendar:

- a. Resolution No. 2024-07-CC approving the Amended and Reinstated Joint Powers Agreement ("JPA") (Contract No. 2082) with the Los Angeles Area Integrated Waste Management Authority to continue City membership in the JPA, which has annual membership dues estimated at \$41,889;
- b. Amended and Reinstated Joint Powers Agreement;
- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Appropriation of \$7,483 in Solid Waste Funds to fully fund membership dues for Fiscal Year 2023/24.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

4

WATER

The City Council unanimously approved items A, B, C & D during consent calendar:

- a. Memorandum of Understanding ("MOU") (Contract No. 2024-13-CC) with the Los Angeles County Flood Control District to secure \$2,342,400 in Proposition 1 Round 2 Integrated Regional Water Management ("IRWM") Implementation Grant Funds for the Water Main Replacement Phase I, City Project No. 689-WTR;
- b. Authorized the Mayor to execute the Memorandum of Understanding in a form acceptable to the City Attorney;
- c. Appropriated \$2,342,400 in Proposition 1 Round 2 IRWM Implementation Grant Funds to fund the Project; and
- d. Authorized payment to the Los Angeles County Flood Control District of up to \$105,408, as required by the Memorandum of Understanding.

5

FINANCIAL SERVICES

The City Council unanimously approved items A & B during consent calendar

- a. Amendment No. 2 to Contract No. 2023-94-CC with MV Cheng & Associates, through June 30, 2024, for temporary professional finance and accounting services in an amount not-to-exceed \$85,000;
- b. Authorized the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

6

PUBLIC WORKS/ ENGINEERING ADMIN

The City Council unanimously approved items A, B & C during consent calendar:

- a. Professional Services Agreement (Contract No. 2024-14-CC) with Nobel Systems, Inc., to consolidate existing Geographic Information System ("GIS") services under one agreement, as well as to expand services to enhance the Field Operations Division's GIS-based Service Request System, in an amount-not-to-exceed \$685,500 for a term of five (5) years with the provision to extend for two additional years;

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

- b. Appropriated \$27,300 in Water Funds, \$12,100 in Gas Tax Funds, and \$20,000 in General Funds for Fiscal Year 2023/24 services; and
- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

7

CITY FACILITIES MGMT

The City Council unanimously approved items A, B, C & D during consent calendar:

- a. A 3-year Agreement (Contract No. 2024-15-CC) with Syntech Systems Inc. for the installation of fuel management systems at the Public Works Corporate Yard, Parks Yard, and Police Station, for an amount not-to-exceed \$124,460;
- b. Appropriation of \$6,156 from Fleet Management Funds;
- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Rescinded a prior award by the City Council on April 26, 2022, to E.J. Ward in the amount of \$165,420 based on the contractor's failure to execute a similar agreement.

8

MINUTES

The City Council unanimously continued to the City Council meeting of February 27, 2024, by motion of Council Member Avalos and seconded by Council Member Barron:

- a. Approving the Special and Regular Meeting minutes of December 12, 2023;
- b. Approving the Special and Regular Meeting minutes of January 9, 2024; and
- c. Approving the Special and Regular Meeting minutes of January 23, 2024.

RECESS

The City Council recessed for five minutes.

DEVIATE FROM THE AGENDA

Vice Mayor Davila requested Item 11 be considered out of its regular agenda order. There being no objections, Mayor Hurtado stated that item 11 would be considered out of its regular agenda order.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

11

CITY COUNCIL APPOINTMENTS

The City Council unanimously approved by motion of Council Member Avalos and seconded by Council Member Barron:

- a. A motion by Council Member Maria del Pilar Avalos to remove her appointee, Adolfo Varas as Commissioner from the Parks & Recreation Commission; this motion must be approved by the City Council with a four-fifths vote; and
- b. Directed the City Clerk to open the application process to fill vacancies in the Parks & Recreation Commission, the Tweedy Mile Advisory Board, and the Citizens Advisory Committee.

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

Mr. Salinas explained the process of removing someone from their appointment.

Thomas Buckley requested roll call once again as he did not hear the votes for the previous items and expressed concerns about the removal of the commissioner.

11

CITY COUNCIL APPOINTMENTS

Mario Dominguez echoed concerns about the removal of the commissioner.

Council Member Avalos addressed Mr. Varas and thanked him for his service. She stated there have been interests in this position and is open to any community member.

EXCUSED FROM MEETING

Vice Mayor Davila was excused from the meeting and departed from the Council Chambers.

9

STREETS/SIDEWALKS/ LANDSCAPING

The City Council received and filed a presentation of the Tweedy Mile Complete Street Project, City Project No. 614-ST, Federal Project No. ATPL-5257(039) and collect public input by motion of Council Member Avalos and seconded by Council Member Barron.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

Mr. Cervantez and Jose Guerrero gave the presentation on the project.

Thomas Buckley expressed concerns on the medians on the road and asked for delineators to be properly placed.

Mario Dominguez stated support of this project.

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila was recused from voting; Mayor Hurtado, yes.

10

WARRANTS

The City Council approved the Warrants and Cancellations for February 13, 2024, by motion of Council Member Avalos and seconded by Council Member Rios:

Total of Checks:	\$5,732,792.81
Voids:	(\$ 0.00)
Total Payroll Deductions:	<u>(\$ 752,181.92)</u>
Grand Total:	\$4,980,610.59

Cancellations: 104495

10

WARRANTS CONT'D

Thomas Buckley mentioned spending on delineators in construction projects occurring in the city.

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, absent; Mayor Hurtado, yes.

ADJOURNMENT

Council Member Avalos adjourned the meeting in memory of the three victims that lost their lives in our surrounding sister cities (Cudahy, Bell, and Huntington Park) at 9:40 p.m. and was seconded by Council Member Barron.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 13, 2024

PASSED and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, FEBRUARY 27, 2024**

CALL TO ORDER Gil Hurtado, Mayor called a Special City Council Meeting to order at 5:33 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Robert Houston, City Attorney Raul F. Salinas

1
PROCLAMATIONS The City Council issued a Proclamation declaring March 3, 2024, as Key Club in South Gate Day.

2
PROCLAMATIONS The City Council issued a Proclamation declaring the month of March 2024, as American Red Cross Month.

3
PROCLAMATIONS The City Council issued a Proclamation declaring the month of March 2024, as Women's History Month.

4
PROCLAMATIONS The City Council issued a Proclamation declaring March 6, 2024, as World Lymphedema Day.

5
PERSONNEL RECRUITMENT & SELECTION The City Council considered receiving and filing the list of new and promoted full-time employees hired or promoted during January 2024.

CLOSED SESSION The Council Members recessed into Closed Session at 6:08 p.m. and reconvened at 6:47 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)

a. Manuel Talavera Gonzalez, et al. v. City of South Gate

Item 1(a) is an accident involving one of the city's buses being driven by a city's contractor. The city in closed session accepted the approval of a law

SPECIAL CITY COUNCIL MEETING MINUTES OF FEBRUARY 27, 2024

firm paid by the insurance company for the contractor to represent the city in that action. The motion was made by Council Member Rios and seconded by Vice Mayor Davila and on a vote of 5-0, to approve the retention of a law firm.

2. CONFERENCE WITH LEGAL COUNSEL - THREATENED LITIGATION

Pursuant to Government Code Section 54956.9(b)(3)(D) &(E)

One (1) - Potential Case

On item 2, the City Council received a presentation by the City Attorney regarding a potential case of litigation against the city. The city agreed to enter into a towing agreement to continue to stay that litigation. This is an agreement that has been executed previously by the city and requires an extension of time. The motion to approve the agreement was made by Vice Mayor Davila and seconded by Council Member Rios and on a vote of 5-0.

3. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Representation: Rob Houston, City Manager

Unrepresented Employees: Top Management/Department
Directors
Hourly Employees

Employee Organizations: SGMEA, SGPMMA, SGDMA,
SGPMA, SGPOA

On item 3, the City Council also met and had a conference with the labor negotiator, Rob Houston, City Manager. There was a conference involving each of the identifying Employee Organizations. A presentation was made, guidance was given, but there was no reportable action taken.

ADJOURNMENT

Mayor Hurtado unanimously adjourned the meeting at 6:51 p.m. and seconded by Vice Mayor Davila.

PASSED and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, FEBRUARY 27, 2024**

CALL TO ORDER Gil Hurtado, Mayor called a Regular City Council Meeting to order at 6:51 p.m.

INVOCATION Pastor Marta Moscoso, Faith and Hope Lutheran Church

PLEDGE OF ALLEGIANCE: Evelyn Mejia, City Hall Receptionist

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Robert Houston, City Attorney Raul F. Salinas

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS

Mario Dominguez expressed frustration of projects he has pitched and does not feel support from council members.

Thomas Buckley requested minutes from the committees be put up on our website. He also spoke on trash and illegally parked vehicles. He expressed his concern about removing zoom from our meetings.

Michelle Martinez, in an email, stated she supports childcare services and feels residents need this service in the community.

Linda Timmons, in an email, also stated support for childcare services and hopes council members also support.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Meredith Elguira, Director of Community Development, announced that the approved meetings will be posted by the end of day Wednesday the 28th.

Glenn Massey, Parks Superintendent, announced upcoming events and construction happening in the playground.

Arturo Cervantez, Director of Public Works, had nothing to report.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 27, 2024

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Wendy O'Kelly, Director of Finance, reported on the LIWAP event and announced one last event happening in March.

Jon Hamilton, Director of Human Resources, announced new job listings posted on the South Gate City Website.

Darren Arakawa, Chief of Police, went over their success on their current hiring. He also spoke on the fentanyl crisis and the people he has asked to speak to push the legislation.

Robert Houston, City Manager, spoke on the camera set-up as he is in support of live streaming the city council meetings and removing the zoom meeting option.

Raul F. Salinas, City Attorney, had nothing to report.

Yodit Glaze, City Clerk, reminded the public of the primary elections vote centers, their hours of operation and the mail in ballot drop box locations. She also responded to the inquiry on minutes from the different committee and stated that she will reach out to the head of those committees in order to have them available to the public.

Jose De La Paz, City Treasurer, expressed his support for video services coming to council meetings.

Council Member Barron asked for an update of the playground under construction and the timeframe. He also asked Mr. Cervantez about the medians on Garfield Ave and when the landscaping will be taking place. He also asked about street light upgrades and seeing if there could be a possibility of solar system lighting. He also announced a reminder of sign-ups for the Junior Athletic Association.

Mr. Massey responded with the updates and when it is expected to be completed.

Mr. Cervantez answered by saying there will be an update on the website soon. He also answered about solar system lighting but feels that solar technology has not been proven to work but will look into it.

Council Member Rios asked Community Development on the commission quorum. He also stated his support for the childcare emails that were received and if there could be more information on that. He also spoke on

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 27, 2024

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

the increase of tree planting as he feels that would add value to the community.

Mr. Cervantez provided an update on the tree work happening on Long Beach Blvd.

Council Member Avalos asked Mr. Cervantez what the lifetime of solar light is. She spoke on an incident about the last council meeting and how 9 nurses were terminated from their workplace and felt the need to apologize to the community. She also reminded the public on voting in upcoming elections.

Mr. Cervantez responded that they need to do further testing of it and the information would be provided soon.

Vice Mayor Davila spoke on Vector Control and how we must be careful. She congratulated employees on their recognition at the Employee dinner.

Mayor Hurtado spoke on the street light issue and the possibility of getting grants. He also addressed certain issues on Long Beach and Garfield. He then spoke on the Chinese New Year event he attended and described his time. He expressed his appreciation for the employees and staff as well.

CONSENT CALENDAR

Agenda Items 1, 2, 3, 4, 5, 6, and 7 are Consent Calendar Items.

Mario Dominguez asked on item 6 and if it was still operational. On item 7, he expressed his frustration as to why his comments would have to be printed on the minutes.

Thomas Buckley commented on the environment of the council meetings and the threats made.

Mr. Salinas spoke on the use of the first amendment and denouncing foul language that has been used.

Agenda Items 1, 2, 3, 4, 5, 6, and 7 were approved by motion of Council Member Avalos and seconded by Vice Mayor Davila.

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes (recused from voting on item 5); Mayor Hurtado, yes (recused from voting on item 1).

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 27, 2024

1

STREETS/SIDEWALKS/ LANDSCAPING

The City Council made a finding and adopted Resolution No. 2024-08-CC entitled Resolution of the City Council of the City of South Gate, State of California, declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code approved during consent calendar.

2

STREETS/SIDEWALKS/ LANDSCAPING

The City Council adopted Resolution No. 2024-09-CC Resolution of the City Council of the City of South Gate, California, initiating the annual proceedings for the levy of the Fiscal Year 2024/25 assessments and ordering the preparation of an Engineer's Report for the Street Lighting and Landscaping Maintenance District No. 1 during consent calendar.

3

PARKS

The City Council unanimously approved items A & B during consent calendar:

- a. Resolution No. 2024-10-CC entitled Resolution of the City Council of the City of South Gate, California, approving project application(s) for Specified Grant funds from the State of California Department of Parks and Recreation; and
- b. Delegating the authority to the Director of Parks & Recreation, or designee, to conduct all negotiations, sign and submit all documents including, but not limited to, applications, agreements, amendments, and payment requests which may be necessary for the completion of the grant scope(s).

4

WASTEWATER MGMT

The City Council unanimously approved items A & B during consent calendar:

- a. Amendment No. 1 to Contract No. 2023-86-CC with Lee and Ro, Inc., to revise the scope of work for the Concrete Sewer Pipelines Rehabilitation, City Project No. 709-SWR, at no additional cost; and
- b. Authorized the Mayor to execute Amendment No. 1 to Contract No. 2023-86-CC in a form acceptable to the City Attorney.

5

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 27, 2024

WATER

The City Council unanimously approved items A, B, C & D during consent calendar:

- a. Agreement (Contract No. 2024-16-CC) with All Cities Engineering, Inc., for the construction of the Water Main Replacement, Phase I, City Project No. 689-WTR, in an amount not-to-exceed \$3,354,019;
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney;

5

WATER CONT'D

- c. Determined the Water Main Replacement, Phase I, City Project No. 689-WTR, as categorically exempt under Title 14 of the California Code of Regulations, Section 15302; and
- d. Approved the Notice of Exemption for the construction of the Project and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

6

LICENSES & PERMITS

The City Council unanimously approved items A & B during consent calendar:

- a. License Agreement (Contract No. 2024-17-CC) with Dish Wireless, LLC. ("Dish"), for the installation of antennas and a base station on the water tower located at 2700 Ardmore Avenue, for an initial five-year term with four (4) successive automatic five-year extensions, under which annual revenue will be collected in the amount of \$66,000 which will increase annually by the Consumer Price Index ("CPI") in the minimum sum of three percent (3%); and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

7

MINUTES

The City Council unanimously approved items A, B & C during consent calendar:

- a. Special and Regular Meeting minutes of December 12, 2023;
- b. Special and Regular Meeting minutes of January 9, 2024; and
- c. Special and Regular Meeting minutes of January 23, 2024.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 27, 2024

8

LAW ENFORCEMENT

The City Council unanimously received and filed a summary report on the state of the city as it pertains to crime in South Gate for the calendar year 2023 by motion of Mayor Hurtado and seconded by Vice Mayor Davila.

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

Chief Arakawa presented on the crimes that occurred in 2023. He spoke on the details of Part 1 offenses and Part 2 offenses.

Mario Dominguez commented on the severity of the drug issue and on the other incident reports.

Thomas Buckley commented on the murder rates and asked the Chief what the difference is between units and pills on the fentanyl issue as well as how the city is working on the murder cases that have risen.

Mayor Hurtado asked about false alarms in homes and the impact it has on units being sent out.

Chief Arakawa responded by saying he does not have the exact number, but they do respond.

Council Member Rios asked about suicide rates and keeping track of that.

Council Member Barron asked how many officers are on shift during the day and help of mental health.

Council Member Avalos commented in regard to Mental Health. She also commends all the officers who respond to those suffering with mental health issues.

Vice Mayor Davila thanked Chief Arakawa for this report and the Police officers for their efforts.

Mayor Hurtado commented on the incident report and asked if any accidents are because of DUI.

Chief Arakawa explained the Watson process and how it applies to certain incidents.

Chief Arakawa addressed questions from earlier comments on where fentanyl might be produced and transported. He also addressed comments on homicides and stated that public safety is their priority, but there are incidents that cannot be prevented.

REGULAR CITY COUNCIL MEETING MINUTES OF FEBRUARY 27, 2024

9

WARRANTS

The City Council unanimously approved the Warrant Register for February 27, 2024, by motion of Vice Mayor Davila and seconded by Council Member Avalos.

Total of Checks:	\$4,050,693.64
Less: Voids	\$ (0.00)
Less: Employee Payroll Deductions	<u>\$ (262,653.26)</u>
Grand Total:	\$3,788,040.38

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

Thomas Buckley spoke on tax dollars being used on an expenditure of over \$10,000, stating he disagrees. He noted \$40 for zoom is a fantastic amount of money for the public to be involved in council meetings.

Mario Dominguez thanked the council in case this is the last zoom meeting.

Mr. Houston addressed the expenditures question on equipment for video services.

Mr. Houston clarified that there is no relation to the City Treasurers video equipment and the expenditure of the city purchasing their own equipment.

ADJOURNMENT

Council Member Avalos adjourned the meeting at 9:05 p.m. and seconded by Council Member Rios.

PASSED and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

MAR 20 2024
6:30pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **March 26, 2024**

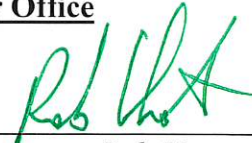
Originating Department: **City Manager Office**

City Manager:



Rob Houston

City Manager:



Rob Houston

SUBJECT: INCREASE OF CITY COUNCIL AND CITY TREASURER SALARY LEVELS

PURPOSE: To present a proposed ordinance to amend the City Council and the City Treasurer salary levels.

RECOMMENDED ACTION: The City Council will consider introducing proposed Ordinance amending Section 1.04.065.2 (Same - Compensation) of Section 1.04.065 (Salary Of Members – Purpose) of Chapter 1.04 (City Council) of Title 1 (Administration And Personnel) of the South Gate Municipal Code increasing the City Council and the City Treasurer salary levels.

FISCAL IMPACT: The salary change recommended is proposed to become effective in December 2024. If enacted as proposed, the City Council monthly salary would increase from \$790 to \$1,900 per month resulting in an increase to the current City Council's combined compensation of \$5,550 for all five members. In addition, the City Treasurer's salary is tied to that of the City Council per Section 1.05.065 (City Treasurer - Compensation) which voters approved in November 2000, this change would result in a monthly increase for the Treasurer of \$1,110. There will be no fiscal impact due to this change for the FY2023-24 budget as the change is not to start until December of 2024. The budget proposal for FY2024-25 will include a funding request to cover this increase for the coming fiscal year.

ANALYSIS: Senate Bill 329 took effect on January 1, 2024, and provides new pay caps for California City Council members based on City population size. The City Council discussed the new \$1,900 monthly cap and directed staff to take action to make a change in their pay to this new level. The City Council determined that moving the City Council and City Treasurer monthly pay to the cap would be a fair level of compensation for work expected and would provide a better financial incentive for new individuals to run for City elected positions in the future.

BACKGROUND: At the January 9, 2024 City Council meeting, the City Council requested a report on the newly passed Senate Bill 329 legislation that set new City Council pay caps. This new legislation was presented for discussion at the March 12, 2024, City Council meeting. The new law took effect January 1, 2024, and was authored by Senator Bill Dodd. His explanation for supporting increased pay levels for City Council members was, "No one runs for city council to

get rich. But the low levels of pay make it much harder to balance careers and personal obligations with the call to serve their community.” He went on to say, “It is especially hard for working people and those from diverse or disadvantaged backgrounds. By allowing councils to adjust their maximum pay to reflect inflation, my bill will remove barriers to achieving more equitable representation in local government.”

The new law is now a part of California Government Code 36516 which is attached to this report. The new caps range from \$950 per month for cities with up to 35,000 in population, to \$3,200 per month for cities with populations over 250,000. The cap provided for a city the size of South Gate (approximately 100,000 population), is \$1,900 per month which covers cities with populations between 75,000 and 150,000.

The current pay rate for South Gate Council members is \$790 per month. A rate of \$600 per month was established in 1986 and changed to \$650 per month in 2017. The rate was increased to \$790 per month in 2022. The City Treasurer receives the same monthly amount as the City Council members.

At the March 12, 2024 City Council meeting, the City Council directed staff to pursue the adoption of an ordinance to increase the compensation for the City Council members and City Treasurer to the new cap limit of \$1,900 per month. In order to enact this change, the new law provides the following guidance:

Section 36516 - 4 (G)

- (1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.
- (2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.
- (3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

A proposed Ordinance is attached to this report and includes findings demonstrating the need for increased compensation. If the City Council determines that the Ordinance should move forward, then the Ordinance will be presented for adoption at the next City Council meeting on April 9, 2024.

ATTACHMENTS: A. Proposed Ordinance
B. California Government Code 36516

ORDINANCE NO. _____

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, AMENDING SECTION 1.04.065.2 (SAME -
COMPENSATION) OF SECTION 1.04.065 (SALARY OF MEMBERS -
PURPOSE) OF CHAPTER 1.04 (CITY COUNCIL) OF TITLE 1
(ADMINISTRATION AND PERSONNEL) OF THE SOUTH GATE
MUNICIPAL CODE INCREASING THE CITY COUNCIL MONTHLY
SALARY**

WHEREAS, the City may, from time to time, amend the salary and benefits of the various bargaining units and/or elected officials;

WHEREAS, Senate Bill 329 took effect on January 1, 2024, and provides new pay caps for California city council members based on city population size;

WHEREAS, the purpose of Senate Bill 329 is intended to promote participation by allowing councils to adjust their maximum pay to reflect inflation and allow for greater participation by economically disadvantaged individuals in order to remove barriers to achieve more equitable representation in local government;

WHEREAS, the new law is now codified in California Government Code 36516, which is attached to this report, and reflects that for a city the size of South Gate (approximately 100,000 population), the cap is \$1,900 per month which covers cities with populations between 75,000 and 150,000;

WHEREAS, it is the intent of the City Council to adopt this ordinance in advance of the next cycle of elections in November 2024, so that any candidate seeking elected office as a council member may be aware of the increased salary;

WHEREAS, the increase shall also apply to the City Treasurer, whose salary is tied to that of the City Council Members pursuant to South Gate Municipal Code 1.05.056 (City Treasurer – Compensation);

WHEREAS, pursuant to California Government Code Section 36516.4(G) the City Council shall consider the adoption of this ordinance to increase compensation in open session during at least two (2) regular meetings of the city council, such that (i) at the first meeting, the City Council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation and (ii) at least seven (7) days after the first meeting, the City Council shall hold a second meeting to consider whether to adopt the ordinance; and

WHEREAS, the current pay rate for South Gate City Council Members is \$790 per month, and by reason of Senate Bill 329, shall be increased to \$1,900 per month, effective pursuant to California Government Code Section 36516.5 which provides as follows: “A change

in compensation does not apply to a council member during the council member's term of office. This prohibition shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office.” In the calendar year 2024, such an increase would not likely occur until December 2024, after the November 2024 election results have been certified.

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

SECTION 1. The City Council does hereby declare that the above recitals are true and current and incorporated herein by reference, and does hereby find and determine that, by amending Chapter 1.04 of the South Gate Municipal Code providing for increased compensation, the purposes of Senate Bill 329 will be met by helping to balance careers and personal obligations with the call to serve the community by adjusting compensation for inflation, and by removing barriers to achieve more equitable representation in local government.

SECTION 2. Section 1.04.065.2 (Salary of Members- Compensation) of Chapter 1.04 (City Council) of Title 1 (Administration and Personnel) of the City of South Gate Municipal Code is hereby amended to read as follows:

Section 1.04.065.2 Salary of Members — Compensation

Each member of the council of the city of South Gate shall receive, as compensation, the sum of **Nineteen Hundred Dollars (\$1,900)** per month, as prescribed in Section 36516 of the California Government Code for cities with a population of over seventy-five thousand (75,000) and up to and including one hundred fifty thousand (150,000), which shall be payable in accordance with California Government Code Section 36516.5.

SECTION 3. The City Council also readopts the benefits schedule for all elected officials of the City of South Gate in attachment “A.”

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, or phrase thereof, not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be declared invalid or unconstitutional.

SECTION 5. To the extent the provisions of the South Gate Municipal Code as amended by this ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 6. The City Manager and his designees are hereby authorized and directed to take all other actions which they deem reasonably necessary to carry out the intent of this ordinance.

SECTION 7. The City Clerk shall certify to the adoption of this ordinance and shall cause a copy of the same to be published in a manner prescribed by law.

PASSED, APPROVED and ADOPTED this ____ day of ____ **2024.**

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas (27)
Raul F. Salinas, City Attorney

ATTACHMENT A

SCHEDULE OF BENEFITS FOR SOUTH GATE ELECTED OFFICIALS (INCLUDING CITY COUNCIL MEMBER; CITY TREASURER; AND CITY CLERK)

Salary: The salary for City Council Members is established by Ordinance in the South Gate Municipal Code Section 1.04.065.2 (Salary of Members) pursuant to California Government Code Section 36516.

The salary for the City Treasurer was established by the voters on November 7, 2000, at a Special Election. The salary is indexed to the remuneration received by a City Council Member of the City of South Gate and adjusted in accordance with California Government Code Section 36516 and Section 1.04.065.2 of the South Gate Municipal Code.

The salary for the City Clerk is not governed by either the California Government Code or the South Gate Municipal Code. It is established by Resolution #7808 (April 24, 2018).

Medical Insurance: For all elected officials (including City Council Member, City Treasurer, and City Clerk), the City shall pay the premium for health insurance coverage for the official and legal dependents up to the maximum of the Employee+2 (family) Kaiser insurance premium. If the elected official selects a more expensive plan, the official shall be responsible for the difference in premiums. If the elected official demonstrates proof of insurance by other means and elects not to participate in the City's medical plan, the City will contribute the sum of \$360.60 per month to the official's deferred compensation account.

Dental: The City shall pay the premium for dental insurance coverage for the elected official and legal dependents up to the maximum of the family HMO plan premium (Resolution No. 6454, September 22, 1998). If the elected official selects a more expensive plan, he/she will be responsible for the difference in premiums. If the elected official demonstrates proof of insurance by other means and elects not to participate in the City's dental plan, the City shall contribute the sum of \$17.95 per month to the official's deferred compensation account.

Vision: The City shall pay the premium for vision insurance coverage for the elected official and legal dependents up to the maximum of the family HMO plan premium. If the elected official selects a more expensive plan, he/she shall be responsible for the difference in premiums.

Life Insurance: The City shall provide a \$20,000 Term Life Insurance policy and a \$20,000 Accidental Death and Dismemberment policy for the elected official at no cost to the official. Consistent with current industry standards, coverage will reduce with age (Resolution No. 6454, September 22, 1998). Additional voluntary life insurance coverage is available at the elected official own expense.

Retirement Plan: The City shall provide the elected official with a defined benefit retirement plan through the California Public Employee's Retirement System (CalPERS). Classic Members (those hired/elected prior to January 1, 2013) shall be covered under the 2.7% at 55 retirement formula, with the City paying the 8% employee share on behalf of the elected official. PEPPRA Members (those hired/elected on or after January 1, 2013) shall be covered under the 2% at 62 retirement formula, with the City paying the elected official's member portion (the rate varies from year to year).

Deferred Compensation: The City sponsors a voluntary deferred compensation plan through which the elected official may voluntarily defer up to 100% of their base salary. Elected Officials, except the City Clerk, are eligible for a "dollar for dollar" match of the elected official's member voluntary contribution into the City's deferred compensation plan, up to a maximum of 100% of the elected official's salary; subject to the terms of said plan and Internal Revenue Service (IRS) regulations at the time.

For the City Clerk, a "dollar for dollar" benefit shall be provided which matches the City Clerk's voluntary contribution into the City's 457 deferred compensation plan, subject to the terms of said plan and Internal Revenue Service regulations. For purposes of this benefit, the City shall match the City Clerk's contribution in the City's 457 deferred compensation plan, provided such matching sum does not exceed 50% of the maximum regular contribution limit, excluding Special 457 catch-up contributions. Said regular contribution limit shall be adjusted from time to time by the IRS.

Auto Allowance: It is recognized that elected officials attend various community meetings outside the Civic Center/City Hall, participate in regional and state organizations, and travel to conferences/seminars. Therefore, the City shall provide for the use of the elected official's personal automobile to conduct such City business at the rate of \$500 per month (an increase of \$25), which shall be taxable as compensation. Elected officials shall not be eligible for reimbursement of mileage for use of their personal automobiles.

Communication Allowance: The City shall reimburse the elected official for the use of his/her personal communication device to conduct City business at the rate of \$100 per month, which shall be taxable as compensation.

Fitness Benefit: Elected Officials shall receive a free membership at the South Gate Sports Center which will include privileges for a spouse and legal dependents for immediate family members.

Duration: These salary and benefits shall remain in full force and effect until such time as they are amended by the City Council by subsequent resolution/ordinance and/or any state law requirements.

GOVERNMENT CODE - GOV

TITLE 4. GOVERNMENT OF CITIES [34000 - 45345] (Title 4 added by Stats. 1949, Ch. 79.)**DIVISION 3. OFFICERS [36501 - 41805]** (Division 3 added by Stats. 1949, Ch. 79.)**PART 1. GENERAL [36501 - 36525]** (Part 1 added by Stats. 1949, Ch. 79.)

36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month.

(F) In cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(g) (1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.

(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.

(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

(Amended by Stats. 2023, Ch. 27, Sec. 2. (SB 329) Effective January 1, 2024.)

36516.5.

A change in compensation does not apply to a council member during the council member's term of office. This prohibition shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office.

(Amended by Stats. 2010, Ch. 699, Sec. 15. (SB 894) Effective January 1, 2011.)

MAR 20 2024

WARRANT REGISTER FOR COUNCIL MEETING 3/26/2024

PART I

apChkLst

Final Check List

Page: 1

03/06/2024 12:06:17PM

CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105034	3/6/2024	00002335	PITNEY BOWES	FEB2024	3/5/2024	RESERVE ACCOUNT (# 34719070	5,675.00	5,675.00
	Voucher:							
105035	3/6/2024	00004865	SO CALIF EDISON	03/06/24	3/6/2024	BILLING PERIOD.. JAN - FEB 202	61,286.20	61,286.20
	Voucher:							
105036	3/6/2024	0012679	VECTORUSA	98558	10/24/2023	CITY HALL - VECTORUSA CORE	22,165.67	22,165.67
	Voucher:							

Sub total for BANK OF THE WEST: 89,126.87

3 checks in this report.

Grand Total All Checks: 89,126.87

WARRANT REGISTER FOR COUNCIL MEETING 3/26/2024

PART II

apChkLst
03/13/2024 1:02:16PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105039	3/13/2024	00003529 AT&T	960-449-6558 03/2	3/1/2024	BILLING PRD- MARCH 2024	222.55	222.55
		Voucher:					
105040	3/13/2024	0013325 BKF ENGINEERS	23071235	7/24/2023	5/26/23-6/30/23 - DESIGN SERVIC	62,625.75	
		Voucher:	23101211	10/23/2024	8/28/23-9/30/23 - DESIGN SERVIC	6,946.00	
			23091226	9/19/2023	7/31/23-8/27/23 - DESIGN SERVIC	2,093.00	71,664.75
105041	3/13/2024	0010237 FRONTIER COMMUNICATIONS	209-057-1084-03/2	3/1/2024	ACCT# 209-057-1084-051106-5 - M	42.57	42.57
		Voucher:					
105042	3/13/2024	0013474 GENTRY GENERAL ENGINEERING	1688-WTR-2R	9/3/2023	9596-RELEASE OF RETENTION -	14,944.45	14,944.45
		Voucher:					
105043	3/13/2024	00004869 GOLDEN STATE WATER COMPAN	33744100000 - 02/	3/5/2024	BILLING PRD- 02/03/24 -03/05/24	256.32	
		Voucher:	53744100008 02/2	3/5/2024	BILLING PRD- 02/02/24-02/04/24	244.58	
			73744100006 -02/	3/5/2024	BILLING PRD- 02/02/24-02/04/24	244.58	
			29007447310 - 02/	3/6/2024	BILLING PRD- 02/03/24 -03/05/24	100.89	
			32809400008 - 02/	3/5/2024	BILLING PRD- 02/02/24-02/04/24	47.62	893.99
105044	3/13/2024	00004741 QUALITY FENCE COMPANY INC	422024.1	3/1/2024	CONSTRUCTION SG PARK FENC	892,691.25	892,691.25
		Voucher:					
105045	3/13/2024	00004865 SO CALIF EDISON	3/13/24	3/13/2024	BILLING PERIOD.. FEB - MAR 202	103,162.32	103,162.32
		Voucher:					
105046	3/13/2024	00004864 SOUTHERN CALIFORNIA EDISON	459734	3/1/2022	NEW ELECTRICAL METER AND S	6,600.00	
		Voucher:	534419	2/2/2024	RELOCATION OF THE EXISTING	3,723.13	10,323.13
Sub total for BANK OF THE WEST:							1,093,945.01
8 checks in this report.							
Grand Total All Checks:							1,093,945.01

WARRANT REGISTER FOR COUNCIL MEETING 3/26/2024

PART III

apChkLst

Final Check List

Page: 1

03/14/2024 8:23:12AM

CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105047	3/14/2024	00002417	AMERICAN FIDELITY ASSURANC Ben328196	3/14/2024	AMERICAN FIDELITY (ABT): PAYI	210.32	210.32
		Voucher:					
105048	3/14/2024	0011469	CALIFORNIA DENTAL NETWORK, Ben328184	3/14/2024	CALIFORNIA DENTAL NETWORK	2,681.64	2,681.64
		Voucher:					
105049	3/14/2024	0012107	CALIFORNIA STATE DISBURSEME Ben328206	3/14/2024	CA STATE DISB. UNIT: PAYMENT	529.37	529.37
		Voucher:					
105050	3/14/2024	00000438	COLONIAL INSURANCE CO. Ben328200	3/14/2024	COLONIAL INSURANCE CO: PAYI	2,371.68	2,371.68
		Voucher:					
105051	3/14/2024	00002138	FRANCHISE TAX BOARD Ben328204	3/14/2024	GARNISHMENT - FRANCHISE TA	452.23	452.23
		Voucher:					
105052	3/14/2024	00002421	POLICE MANAGEMENT ASSOCIA Ben328202	3/14/2024	POLICE MANAGEMENT ASSOC. I	2,250.00	2,250.00
		Voucher:					
105053	3/14/2024	00000335	POLICE OFFICERS ASSOCIATION Ben328186	3/14/2024	POLICE ASSOCIATION DUES: PA	8,375.00	8,375.00
		Voucher:					
105054	3/14/2024	0011466	PRINCIPAL LIFE INSURANCE CO. Ben328188	3/14/2024	PRINCIPAL DENTAL PPO (MISC):	31,023.32	31,023.32
		Voucher:					
105055	3/14/2024	0011467	RELIANCE STANDARD Ben328194	3/14/2024	LONG TERM DISABILITY: PAYME	5,138.26	5,138.26
		Voucher:					
105056	3/14/2024	00003152	SOUTH GATE POLICE EXPLOREF Ben328190	3/14/2024	SGPD EXPLORER YOUTH PROG	730.00	730.00
		Voucher:					
105057	3/14/2024	0011468	SUPERIOR VISION SERVICES, IN Ben328192	3/14/2024	SUPERIOR VISION MISC.: PAYME	3,839.71	3,839.71
		Voucher:					
105058	3/14/2024	00000334	UNITED WAY OF GREATER LOS A Ben328198	3/14/2024	UNITED WAY: PAYMENT	26.00	26.00
		Voucher:					

Sub total for BANK OF THE WEST: 57,627.53

12 checks in this report.

Grand Total All Checks: 57,627.53

WARRANT REGISTER FOR COUNCIL MEETING 3/26/2024

PART IV

apChkLst

Final Check List

Page: 7

03/14/2024 3:37:39PM

CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105059	3/26/2024	00003971	ADMINSURE INC.	16784	2/15/2024	MAR 2024 - WORK COMP CLAIM	9,789.00	9,789.00
	Voucher:							
105060	3/26/2024	0010065	AFC HYDRAULIC SEALS &	34671	2/16/2024	REPAIR HYDRAULIC EQUIPMEN	185.22	
	Voucher:			34701	2/26/2024	REPAIR HYDRAULIC EQUIPMEN	111.57	
				34702	2/26/2024	REPAIR HYDRAULIC EQUIPMEN	621.98	918.77
105061	3/26/2024	0011293	AGRI-TURF DISTRIBUTING, LLC	93399	2/8/2024	PESTICIDES - FERTILIZERS & PE	597.52	597.52
	Voucher:							
105062	3/26/2024	0011577	ALL PHASE ELECTRIC SUPPLY C	0946-1081851	2/27/2024	71425: MULTIPLE STREETLIGHT	762.93	
	Voucher:			0946-1084562	2/14/2024	71425: WELD STREETLIGHT HAN	217.19	980.12
105063	3/26/2024	00001727	AMERICAN RED CROSS	22651360	12/20/2023	STAFF CERTIFICATION RECORD	748.00	748.00
	Voucher:							
105064	3/26/2024	0007290	APW KNOX-SEEMAN	19092017	8/31/2023	AUTO PART FOR UNIT #296	105.31	
	Voucher:			19035915	8/14/2023	AUTO PART FOR GARAGE SHOF	33.47	
				19632467	2/29/2024	AUTO PARTS FOR UNIT #295	87.78	
				19620214	2/26/2024	MISC AUTO PARTS & LUBRICAN	179.17	
				19632110	2/29/2024	AUTO PARTS FOR UNIT #295	75.89	481.62
105065	3/26/2024	0014216	ARMIJO LEGAL SOLUTIONS	248	12/29/2023	INVESTIGATOR/LEGAL Solutio	19,695.00	19,695.00
	Voucher:							

Bank : botw BANK OF THE WEST				(Continued)					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total	
105066	3/26/2024	00005075 AT&T Voucher:		21263942	2/13/2024	JAN-FEB 2024: BAN 9391034763	1,195.15		
				21263944	2/13/2024	JAN-FEB 2024: BAN 9391034762	875.29		
				21116715	1/12/2024	DEC 2023- JAN 2024: BAN 939103	139.58		
				21116713	1/13/2024	DEC 2023- JAN 2024: BAN 939103	1,153.44		
				21116710	1/13/2024	DEC 2023- JAN 2024: BAN 939103	747.78		
				21116711	1/13/2024	DEC 2023- JAN 2024: BAN 939103	1,195.01		
				21116712	1/13/2024	DEC 2023- JAN 2024: BAN 939103	1,034.90		
				21263943	2/13/2024	JAN-FEB 2024: BAN 9391034765	1,035.34		
				21200159	2/1/2024	JAN 2024: BAN: 9391068970	1,756.39		
				21196381	2/1/2024	JAN 2024: BAN 9391034759	55.51		
				21201494	2/1/2024	JAN 2024: BAN 9391081298	1,607.36		
				21053113	1/1/2024	DEC 2023: BAN: 9391068970	1,756.39		
				21263941	2/13/2024	JAN-FEB 2024: BAN 9391034764	732.73		
				21049335	1/1/2024	DEC 2023: BAN 9391034759	55.41		
				21263946	2/13/2024	JAN-FEB 2024: BAN 9391034766	131.54		
				21263945	2/13/2024	JAN-FEB 2024: BAN 9391034760	20.41		
				21263948	2/13/2024	JAN-FEB 2024: BAN 9391034761	29.35		
				21116714	1/13/2024	DEC 2023 JAN 2024: BAN 939103	20.41		
				21116717	1/13/2024	DEC-JAN 2024: BAN 9391034761	29.31		
				21054448	1/1/2024	DEC 2023: BAN 9391081298	1,600.38		
								15,171.68	
105067	3/26/2024	0010585 AUTOZONE STORES, INC. Voucher:		5488409015	3/4/2024	AUTO PARTS FOR UNIT #285 & #	37.68		
				5488404232	2/28/2024	AUTO PARTS FOR GARAGE SHC	22.82		
				5488391212	2/15/2024	AUTO PART FOR UNIT #149	154.99		
				5488397350	2/21/2024	AUTO PART FOR UNIT #154	125.67		
				5488396970	2/21/2024	AUTO PART FOR UNIT #149	122.37		
				5488402318	2/26/2024	AUTO PART FOR UNIT #154	119.06		
				5488391494	2/15/2024	AUTO PART FOR UNIT #293	26.17		608.76
105068	3/26/2024	0005456 BADGE FRAME, INC. Voucher:		811209	2/8/2024	RETIRED PERPEUAL ENGRAVEI	54.00		54.00
105069	3/26/2024	0014188 BALI CONSTRUCTION, INC. Voucher:		23-029	1/31/2024	THRU JAN 2024 CONSTRUCTION	244,095.83		244,095.83
105070	3/26/2024	00003816 BAVCO BACKFLOW APPARATUS Voucher:		256716	2/7/2024	VALVE KIT FOR BACKFLOW TES	1,159.06		1,159.06
105071	3/26/2024	0011669 BDO USA LLP Voucher:		002171116	2/27/2024	BDO USA, LLP ACCOUNTING SEI	2,107.50		2,107.50

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105072	3/26/2024	0011929	BENNETT-BOWEN & LIGHTHOUSE	3028568	2/1/2024	PURCHASE MOST OF THE HARD	466.49
	Voucher:			3028840	2/19/2024	DJ AND SOUND SYSTEM SERVIC	429.89
				3028917	2/22/2024	INVENTORY PO/ SAFETY SUPPL	203.79
				3028814	2/16/2024	INVENTORY PO/ SAFETY SUPPL	889.72
							1,989.89
105073	3/26/2024	00000651	BSN SPORTS, LLC	924778360	2/13/2024	SPORTS EQUIPMENT - ADULT SI	118.92
	Voucher:			924767064	2/12/2024	SPORTS EQUIPMENT - ADULT SI	120.11
							239.03
105074	3/26/2024	0011469	CALIFORNIA DENTAL NETWORK, DEC 2023	12/21/2023	DEC 2023: HMO PAYMENT	451.06	451.06
	Voucher:						
105075	3/26/2024	00000759	CALIFORNIA FRAME & AXLE	76404	2/21/2004	AUTO PARTS FOR UNIT #149	110.00
	Voucher:						110.00
105076	3/26/2024	0013770	CALIFORNIA PROFESSIONAL, EN24-3454PR7	1/31/2024	THRU JAN 2024 -TWEEDY BOULI	137,332.95	137,332.95
	Voucher:						
105077	3/26/2024	00000780	CALTEX PLASTICS	280632	9/11/2023	INVENTORY PO/ TRASH BAGS	8,334.90
	Voucher:			280810	11/22/2023	INVENTORY PO/ TRASH BAGS	6,813.45
							15,148.35
105078	3/26/2024	0005785	CCEA	2024-DERAS,G	2/20/2024	2024 ANNUAL DUES FOR G. DER	100.00
	Voucher:			2024-OSUNA,L	2/26/2024	2024 ANNUAL DUES FOR L. OSU	100.00
				2024-LOREA,J	2/26/2024	2024 ANNUAL DUES FOR J. LOEI	100.00
							300.00
105079	3/26/2024	0006239	CENTRAL FORD	40244	2/20/2024	AUTO PARTS FOR UNIT #368	188.13
	Voucher:			40832	3/4/2024	AUTO PARTS FOR UNIT #186	557.87
				40856	3/4/2024	AUTO PART FOR UNIT #295	113.93
				40045	2/19/2024	AUTO PART FOR UNIT #366	68.07
							928.00
105080	3/26/2024	0005839	CHAMPION CHRYSLER JEEP DOI	705972	2/28/2024	AUTO PARTS FOR UNIT #167	425.04
	Voucher:			705692	2/22/2024	AUTO PARTS FOR AUTO PART U	111.98
				705772	2/23/2024	AUTO PARTS FOR UNIT #149	98.56
							635.58
105081	3/26/2024	0012980	CHARTER COMMUNICATIONS	0490384012724	1/27/2024	JAN-FEB 2024 - ACCT# 8448 30 0	147.07
	Voucher:						147.07
105082	3/26/2024	00004302	CINTAS UNIFORM SERVICES	4184523916	2/26/2024	SHOP TOWEL SERVICE 2/26/24	47.32
	Voucher:						47.32
105083	3/26/2024	0011708	CLIENTFIRST TECHNOLOGY, COI	16110	1/31/2024	THRU JAN 2024 - PUBLIC WORKS	518.15
	Voucher:			16121	1/31/2024	JAN 2024 - ENTERPRISE RESOU	5,823.75
							6,341.90
105084	3/26/2024	0014197	CNA INSURANCE	13784	2/23/2024	COMPRESSOR TANK INSPECTIC	165.00
	Voucher:						165.00
105085	3/26/2024	00004583	CODE PUBLISHING COMPANY	GC0012219	10/16/2023	SG MUNICIPAL CODE - WEB UPI	611.00
	Voucher:						611.00

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105086	3/26/2024	0011922	CONCENTRA MEDICAL CENTERS	82101878	2/7/2024	01/31/24-02/05/24 - LAX SANTA FI	2,236.00	
	Voucher:		82241589	2/21/2024	02/15/24-02/20/24 - LAX VERNON	787.00		
			82173271	2/14/2024	02/08/24-02/13/24 - LAX SANTA FI	667.00	3,690.00	
105087	3/26/2024	0011159	CONSERVATION CORPS OF	8305	1/31/2024	JAN 2024 - ARPA- CCLB EMPLOY	15,260.00	15,260.00
	Voucher:							
105088	3/26/2024	00003660	CRAFCO, INC.	9403127713	2/27/2024	POTHOLE PATCHING CITYWIDE	5,348.66	5,348.66
	Voucher:							
105089	3/26/2024	0014159	CRAIG COMMUNICATIONS INC.	311731	11/1/2023	THRU 10/31/23 - CRAIG COMMUN	2,806.25	
	Voucher:		311780	12/8/2023	THRU 11/30/23 - CRAIG COMMUN	3,353.75		
			311845	1/1/2024	THRU 12/31/23 - CRAIG COMMUN	992.50		
			311869	2/1/2024	THRU 1/31/24 - CRAIG COMMUNI	2,657.50		
			311945	3/1/2024	THRU 3/1/24 - CRAIG COMMUNIC	743.75	10,553.75	
105090	3/26/2024	00001423	DAILY JOURNAL CORPORATION	B3784984	2/28/2024	CUP# 23-0032 AND ZONING COD	260.00	260.00
	Voucher:							
105091	3/26/2024	00000314	DAPEER ROSENBLIT & LITVAK LI	22637	1/31/2024	JAN 2024 - MUNICIPAL CODE CO	3,481.57	
	Voucher:		22638	1/31/2024	JAN 2024 -10325 CALIFORNIA AV	1,706.33		
			22639	1/31/2024	JAN 2024 - 9707 MADISON AVENI	2,014.20	7,202.10	
105092	3/26/2024	00002706	DATA TECHNOLOGIES INC, AC&C3020347-IN		8/17/2023	ADDITIONAL NETWORKING CAB	3,165.08	3,165.08
	Voucher:							
105093	3/26/2024	00000178	DAVE BANG ASSOCIATES INC	CA54849	11/20/2023	THRU 11/20/23 - SG PARK NORTH	8,512.41	8,512.41
	Voucher:							
105094	3/26/2024	0005392	DAVID VOLZ DESIGN	422622REV	12/8/2023	7/1/23-10/13/23 - DESIGN SERVIC	4,600.81	4,600.81
	Voucher:							
105095	3/26/2024	00001565	DEPT OF JUSTICE-(DOJ) CENTR	713770	2/5/2024	JAN 2024 FINGERPRINT APPS	392.00	392.00
	Voucher:							
105096	3/26/2024	0013734	DONALD CHRISTOPHER LACHEF	SGPD 2024-010	2/15/2024	PROFESSIONAL SERVICES FOR	1,400.00	
	Voucher:		SGPD 2024-011	2/15/2024	BACKGROUND INVESTIGATION I	1,400.00	2,800.00	
105097	3/26/2024	0007770	ELLIS LAW CORPORATION	COLLINS SETTLE	3/5/2024	PAYMENT PER SETTLEMENT AG	25,000.00	25,000.00
	Voucher:							
105098	3/26/2024	0011691	EMP: GODINEZ, CESAR	NASSCO COURSE	2/28/2024	REIMB - RECERTIFICATION - PIP	675.00	675.00
	Voucher:							
105099	3/26/2024	0012358	EO: GLAZE, YODIT	2024 CCAC	2/26/2024	REIMB: HOTEL FOR CCAC ANNU	1,104.75	1,104.75
	Voucher:							

Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105100	3/26/2024	0010558	FACTORY MOTOR PARTS COMP	167-149679	9/19/2023	REPL USED ENGINE - PD UNIT 1	3,510.90
	Voucher:		109-847333	3/9/2023	AUTO PARTS FOR GARAGE SHC	98.75	
			12-5164832	3/8/2024	AUTO PARTS FOR GARAGE SHC	103.06	
			12-5164833	3/8/2023	AUTO PARTS FOR GARAGE SHC	27.22	
			12-5740635	1/25/2024	AUTO PARTS FOR GARAGE SHC	584.97	
			12-5783293	2/20/2024	AUTO PARTS FOR GARAGE SHC	131.68	4,456.58
105101	3/26/2024	00002026	FEDERAL EXPRESS CORPORATI	8-410-97864	2/16/2024	FEDEX EXPRESS SERVICES (02	15.60
	Voucher:						15.60
105102	3/26/2024	0006262	FIRESTONE HAND WASH LLC	2024004	1/4/2024	VEHICLE DETAIL #118 - DRIVER ,	200.00
	Voucher:		2024003	1/4/2024	VEHICLE DETAIL #159 - DRIVER ,	150.00	
			2024007	1/4/2024	VEHICLE DETAIL #133 - DRIVER I	150.00	
			2024005	1/4/2024	VEHICLE DETAIL #118 - DRIVER ,	150.00	
			2024006	1/4/2024	VEHICLE DETAIL #117 - DRIVER (150.00	800.00
105103	3/26/2024	00003770	FLEMING ENVIRONMENTAL INC.	20919	1/29/2024	UNDERGROUND STORAGE TANI	1,636.47
	Voucher:						1,636.47
105104	3/26/2024	0012760	FOOTHILL COMMUNICATIONS, IN	INV6673	2/20/2024	USB PROGRAMMING CABLES FC	100.69
	Voucher:						100.69

Bank : botw BANK OF THE WEST			(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105105	3/26/2024	0013758	FROST BROWN TODD LLP	210433938	2/29/2024	LEGAL SERVICE~	128.00
	Voucher:			210433935	2/29/2024	LEGAL SERVICE~	1,046.00
				210433948	2/29/2024	LEGAL SERVICE~	2,401.00
				210433792	2/29/2024	LEGAL SERVICE~	1,920.00
				210433947	2/29/2024	LEGAL SERVICE~	1,856.00
				210433936	2/29/2024	LEGAL SERVICE~	1,300.00
				210433945	2/29/2024	LEGAL SERVICE~	1,190.00
				210433895	2/29/2024	LEGAL SERVICE~	441.20
				210433921	2/29/2024	LEGAL SERVICE~	2,049.41
				210433949	2/29/2024	LEGAL SERVICE~	6,502.54
				210433951	2/29/2024	LEGAL SERVICE~	646.00
				210433950	2/29/2024	LEGAL SERVICE~	4,420.00
				210433946	2/29/2024	LEGAL SERVICE~	96.00
				210433966	2/29/2024	LEGAL SERVICE~	64.00
				210433954	2/29/2024	LEGAL SERVICE~	2,411.20
				210433955	2/29/2024	LEGAL SERVICE~	5,312.00
				210433943	2/29/2024	LEGAL SERVICE~	15,640.00
				210433941	2/29/2024	LEGAL SERVICE~	11,424.00
				210433924	2/29/2024	LEGAL SERVICE~	25,581.03
				210433790	2/29/2024	LEGAL SERVICE~	32.00
				210433896	2/29/2024	LEGAL SERVICE~	22,237.00
				210433786	2/29/2024	LEGAL SERVICE~	2,210.64
				210433788	2/29/2024	LEGAL SERVICE~	2,392.00
				210433934	2/29/2024	LEGAL SERVICE	12,410.00
				210433789	2/29/2024	LEGAL SERVICE~	256.00
				210433922	2/29/2024	LEGAL SERVICE~	62.50
				210433893	2/29/2024	LEGAL SERVICE~	12,224.00
				210433925	2/29/2024	LEGAL SERVICE~	2,702.50
				210433956	2/29/2024	LEGAL SERVICE~	8,661.62
105106	3/26/2024	0013978	G&G ELECTRIC, INC	I-903	3/4/2024	2/15/24 - AS NEEDED SERVICES	1,571.76
	Voucher:						147,616.64
105107	3/26/2024	0008691	GATEWAY WATER MANAGEMENT	HTU-23-56	7/26/2023	FY 23/24 - HARBOR TOXIC UPST	782.89
	Voucher:						782.89
105108	3/26/2024	0013185	GILMAN CONSTRUCTION MEDIA	2937	1/31/2024	JAN 2024 -PROVIDE GCMEDIA 4H	339.00
	Voucher:						339.00

Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105109	3/26/2024	0010639	GONZALEZ GOODALE ARCHITEC0024153	1/31/2024	THRU JAN 2024 - SOUTH GATE C	3,777.00	3,777.00
	Voucher:						
105110	3/26/2024	00002890	GRAINGER	9009164626	2/5/2024	AUTO PARTS FOR GARAGE SHC	62.21
	Voucher:			9008037740	2/2/2024	SPECIALTY HARDWARE - 71425	245.70
				9017771008	2/12/2024	71425: METER TO CHECK GENEI	776.89
				9017422628	2/12/2024	71425: PARK YARD EXHAUST	50.22
				9013010500	2/7/2024	AUTO PART FOR GARAGE SHOP	287.64
				9016084932	2/9/2024	71425: PARK YARD EXHAUST FA	6.81
105111	3/26/2024	00002577	HACH COMPANY	13925983	2/15/2024	AS-NEEDED CALIBRATIONS OF I	280.71
	Voucher:						280.71
105112	3/26/2024	0011526	HASA, INC.	944887	2/29/2024	WATER TREATMENT CHEMICALS	1,178.47
	Voucher:			944886	2/29/2024	WATER TREATMENT CHEMICALS	1,178.47
				944888	2/29/2024	WATER TREATMENT CHEMICALS	772.55
				944883	2/29/2024	WATER TREATMENT CHEMICALS	720.18
105113	3/26/2024	00000268	HOME DEPOT CREDIT SERVICES5371912	2/21/2024	MISC SUPPLIES - GROUNDS	109.31	3,849.67
	Voucher:			8371758	1/29/2024	71425: RECEPTACLES FOR WOC	98.76
				6040640	1/21/2024	71425: TRAFFIC POLE KNOCK D	114.30
				5351883	2/1/2024	71425: WIRE THEFT SLURRY PUI	62.48
				8352061	2/28/2024	GROUNDS SUPPLIES	46.78
				5340226	2/21/2024	MISC SUPPLIES - GROUNDS	398.81
				9352053	2/27/2024	MISC SUPPLIES - GROUNDS	338.09
				6371908	2/20/2024	71425: UNDER CABINET LIGHT E	136.30
				7371943	2/29/2024	GROUNDS SUPPLIES	82.46
				0033567	2/26/2024	SUPPLIES FOR BT SAMPLES	72.37
105114	3/26/2024	00000647	HONEYWELL INTERNATIONAL IN5266184531	3/1/2024	APR 2024 - ANNUAL HVAC EQUIF	12,040.08	12,040.08
	Voucher:						
105115	3/26/2024	0008222	JCL TRAFFIC SERVICES	123135	2/28/2024	BARRICADES,TRAFFIC PRODUC	1,819.13
	Voucher:			123096	2/28/2024	WATER BARRIER RENTALS	270.00
105116	3/26/2024	0005586	JOE A. GONSALVES & SONS	161428	2/20/2024	MAR 2024 - STATE LEGISLATIVE	2,500.00
	Voucher:						2,500.00
105117	3/26/2024	00004004	KELLY SPICERS	50077638	2/14/2024	INVENTORY PO/ COPY PAPER	4,283.32
	Voucher:						4,283.32
105118	3/26/2024	0013138	KIMBALL MIDWEST	101324429	8/8/2023	AUTO PARTS FOR GARAGE SHC	359.33
	Voucher:						359.33

Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105119	3/26/2024	00003540	LA COUNTY DEPT. OF PUBLIC WIRE-PW-24021204	2/12/2024	ID PW7001 - THRU JAN 2024 - 5	1,041.43	
	Voucher:		RE-PW-23121103	12/11/2023	ID 79001 - THRU NOV 2023REVIE	3,853.17	
			RE-PW-24021204	2/12/2024	ID PW79001 -THRU JAN 2024 - T	1,477.00	
			RE-PW-24021204	2/12/2024	ID 79001 - THRU JAN 2024 - TWE	3,981.02	10,352.62
105120	3/26/2024	0006905	LA COUNTY SHERIFF'S DEPARTM241992BL	2/12/2024	JAN 2024 - FOOD FOR THE JAIL	601.50	601.50
	Voucher:						
105121	3/26/2024	00003730	LEAGUE OF CALIFORNIA CITIES INV-12153-V1G5V	3/6/2024	2024 - ANNUAL MEMBERSHIP DL	27,145.00	27,145.00
	Voucher:						
105122	3/26/2024	00004538	LITTLEJOHN-RUELAND CORPOR0064821	12/31/2023	REWIND POOL MOTOR AND REE	8,760.21	8,760.21
	Voucher:						
105123	3/26/2024	00003793	LONG BEACH BMW MOTORCYCL256797	2/29/2024	MINOR REPAIRS AND PARTS	97.20	97.20
	Voucher:						
105124	3/26/2024	00004060	MCMASTER-CARR SUPPLY CO 22537117	2/22/2024	SPECIAL HARDWARE. NO WORK	21.32	21.32
	Voucher:						
105125	3/26/2024	00003815	MICHELSON LABORATORIES, INC0686992	2/15/2024	TITLE 22 LAB ANALYSIS	868.50	
	Voucher:		0686991	2/15/2024	TITLE 22 LAB ANALYSIS	972.72	1,841.22
105126	3/26/2024	0008224	MIKE RAAHAUGE SHOOTING EN1861	9/1/2023	AUGUST 9, 2023- SWAT TRAININ	375.00	375.00
	Voucher:						
105127	3/26/2024	00000170	MISC - PKS & REC REFUND 60165506 ZEPED	2/20/2024	TEAM FEE + FOREIT FEE (MENS	512.00	512.00
	Voucher:						
105128	3/26/2024	00000170	MISC - PKS & REC REFUND 60229357 UMANZ	2/26/2024	REFUND OF DEPOSIT AFTER EV	319.00	319.00
	Voucher:						
105129	3/26/2024	0012932	MUNICIPAL RESOURCE GROUP, I240221	2/22/2024	THRU 1/31/24 - CLASSIFICATION	3,000.00	
	Voucher:		240292	3/8/2024	THRU 2/29/24 - CLASSIFICATION	700.00	3,700.00
105130	3/26/2024	00004620	MUTUAL PROPANE 716586	2/12/2024	PROPANE SERVICE 2/12/24	333.82	333.82
	Voucher:						
105131	3/26/2024	0009426	MV CHENG & ASSOCIATES, INC. 2/29/2024B	3/1/2024	FEB 2024 -AS NEEDED PROFES	13,600.00	13,600.00
	Voucher:						
105132	3/26/2024	0009267	NATIONAL AUTO FLEET GROUP WF8787	1/23/2024	3 2022 FORD SUPER DUTY F-55C	135,854.38	
	Voucher:		WF8820	12/7/2023	3 2022 FORD SUPER DUTY F-55C	135,854.38	271,708.76
105133	3/26/2024	0006698	NEOGOV INV-37535	1/24/2024	7/24/24 - ON BOARD LEARN & PE	35,966.80	35,966.80
	Voucher:						
105134	3/26/2024	00003962	NICKEY PETROLEUM CO., INC. 370246	2/28/2024	INVENTORY PO/ BARE BRICK	2,428.20	2,428.20
	Voucher:						

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105135	3/26/2024	0011139	NORM REEVES FORD SUPERSTOCK	110842	2/22/2024	VEHICLE REPAIRS AND PARTS	4,000.00
	Voucher:		315994	2/28/2024	FOUR '24 FORD LIGHTNING TRU	262,914.80	266,914.80
105136	3/26/2024	00003867	NUCCIO'S NURSERIES INC.	2-28-24	2/28/2024	AZALEAS FOR FESTIVAL	448.95
	Voucher:						448.95
105137	3/26/2024	0013563	OFFICE OF: OFFICE CORP.	2405	3/5/2024	FEB 2024 - ADU MANAGEMENT F	5,200.00
	Voucher:						5,200.00
105138	3/26/2024	0009786	OLIVAREZ MADRUGA LEMIEUX, C	24371	1/31/2024	PROFESSIONAL SERVICES REN	67.50
	Voucher:						67.50
105139	3/26/2024	0007984	O'REILLY AUTO PARTS	3063-154313	2/28/2024	AUTO PARTS FOR UNIT # 229	196.92
	Voucher:		3063-154305	2/28/2024	AUTO PARTS FOR UNIT # 229	88.16	
			3063-152516	2/15/2024	AUTO PARTS FOR UNIT #293	145.14	
			3063-154226	2/27/2024	AUTO PART FOR UNIT # 167	258.35	
			3063-153958	2/26/2024	AUTO PARTS FOR UNIT # 195	64.23	
			3063-154177	2/27/2024	AUTO PARTS FOR UNIT # 460	95.69	
			3063-154314	2/28/2024	AUTO PART FOR UNIT # 229	11.90	
			3063-154260	2/28/2024	AUTO PART FOR GARAGE SHOF	10.67	
			3063-155019	3/4/2024	AUTO PART FOR UNIT# 286	38.14	
			3063-153140	2/20/2024	EQUIPMENT SUPPLIES	245.37	
			3063-153142	2/20/2024	AUTO PART FOR UNIT #368	35.45	
			3063-152389	2/14/2024	AUTO PART FOR UNIT #149	20.03	
			3063-152462	2/15/2024	AUTO PARTS FOR UNIT #149	56.94	
			3063-155104	3/4/2024	AUTO PARTS FOR UNIT #601	76.24	1,343.23
105140	3/26/2024	00004582	PARKHOUSE TIRE INC	1010964907	2/12/2024	TIRES FOR CITY VEHICLES	190.74
	Voucher:						190.74
105141	3/26/2024	0011294	PARKWOOD LANDSCAPE	106720	1/31/2024	JAN 2024 - ANNUAL LANDSCAPE	29,719.00
	Voucher:		106477	11/30/2023	NOV 2023 - ANNUAL LANDSCAPE	21,719.00	51,438.00
105142	3/26/2024	00002527	PD: BROWN, SAMUEL	TNR 94	3/5/2024	JANUARY 22-25, 2024- POST MN	337.52
	Voucher:						337.52
105143	3/26/2024	00005210	PD: CALIBRE PRESS	2496062	2/8/2024	APRIL 1, 2024 - TACTICAL LEDER	537.00
	Voucher:		2496002	2/7/2024	APRIL 1, 2024 - TACTICAL LEDER	358.00	895.00
105144	3/26/2024	0013652	PD: CASTELLANOS, CRUZ	TNR 96	3/5/2024	1/31-2/1/24 - STANDIZED FIELD S	90.50
	Voucher:						90.50
105145	3/26/2024	0014223	PD: CRUM, BRIGETTE	TNR 97	3/5/2024	JANUARY 24-26, 2024- STANDIZE	122.89
	Voucher:		TNR 95	3/5/2024	FEBRUARY 29-MARCH 1, 2024- A	81.93	204.82

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105146	3/26/2024	0014451	PD: GONZALEZ, JOSHUA R.	TNR 96	3/5/2024	1/31-2/1/24 - STANDIZED FIELD S	90.50	90.50
		Voucher:						
105147	3/26/2024	00004713	PETTY CASH- PARKS & REC.DEP2/2/24-2/9/24		2/9/2024	2/2/24-2/9/24 - PETTY CASH PAR	190.78	190.78
		Voucher:						
105148	3/26/2024	0009511	PRADO FAMILY SHOOTING RANG	6915	3/3/2024	FEB 28, 2024- SWAT TRAINING &	450.00	
		Voucher:		6906	2/25/2024	FEB 22, 2024- SWAT TRAINING &	450.00	900.00
105149	3/26/2024	0011466	PRINCIPAL LIFE INSURANCE CO. NOV 2023		10/28/2023	NOV 2023- PPO DEN, LIFE/VOL L	4,556.68	4,556.68
		Voucher:						
105150	3/26/2024	0005368	PRINTCO DIRECT	85610	2/26/2024	PRINTS SETS FOR CAPITAL IMPI	69.68	
		Voucher:		85612	2/26/2024	PRINTS FOR FIRESTONE ON-RA	292.16	361.84
105151	3/26/2024	00004055	PROFORCE LAW ENFORCEMENT	1542582	2/21/2024	TSR SIGNAL PERFORM POWER	3,358.77	3,358.77
		Voucher:						
105152	3/26/2024	00000416	RAPID-O-PRINT	30464	2/26/2024	PRINT JOB - DV SEXUAL ASSAUI	159.86	
		Voucher:		30465	2/26/2024	PRINT JOB - PD POST TABS & PF	325.24	485.10
105153	3/26/2024	0012962	REGIONAL TAP SERVICE CENTE	I6021941	1/31/2024	JAN 2024 - LOAD STORED VALU	1,017.60	1,017.60
		Voucher:						
105154	3/26/2024	00004773	RET: ALMANZA, JOSEPH A	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	167.79	167.79
		Voucher:						
105155	3/26/2024	0008275	RET: AROCHA, FRANCIS X.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98
		Voucher:						
105156	3/26/2024	00001840	RET: BLASKA, WILLIAM MIKE	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00
		Voucher:						
105157	3/26/2024	00004776	RET: CARTER, LLOYD B	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00
		Voucher:						
105158	3/26/2024	00000495	RET: CHAVEZ, ANTHONY A	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						
105159	3/26/2024	0006505	RET: CORBET, RONALD	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98
		Voucher:						
105160	3/26/2024	00004777	RET: DAY, ROBERT A	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00
		Voucher:						
105161	3/26/2024	0008746	RET: DELEON, RUBEN	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						
105162	3/26/2024	0011326	RET: GALVAN, RAY A.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105163	3/26/2024	0013282	RET: GARCIA, VIVIAN M.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						
105164	3/26/2024	0006508	RET: GOMEZ, JOSEPH C.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						
105165	3/26/2024	0006509	RET: HAMMOND, DONNA	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						
105166	3/26/2024	0010881	RET: KOOPMANS, WILLIAM O.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						
105167	3/26/2024	0010410	RET: LEO, FRANK	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						
105168	3/26/2024	00003833	RET: MOOMEY, STEVEN	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	518.00	518.00
		Voucher:						
105169	3/26/2024	00004794	RET: POWELL, ROBERT K.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00
		Voucher:						
105170	3/26/2024	00003798	RET: RANGEL, ARMANDO	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						
105171	3/26/2024	00000458	RET: SEWELL, ELAINE	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						
105172	3/26/2024	00000459	RET: SEWELL, KENNETH R	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						
105173	3/26/2024	0014224	ROBERT HALF	63175350	2/6/2024	W/E 2/2/24 - STAFF AUGMENTATION	2,755.20	
		Voucher:		63151228	1/31/2024	W/E 01/26/24 - STAFF AUGMENTATION	2,755.20	
				63191060	2/12/2024	W/E 2/9/24 - STAFF AUGMENTATION	2,755.20	
				63240897	2/21/2024	W/E 2/16/24 - STAFF AUGMENTATION	2,901.91	11,167.51
105174	3/26/2024	00004821	S & J SUPPLY COMPANY, INC.	S100225015.001	2/26/2024	INVENTORY PO/ WATER PARTS	1,703.92	1,703.92
		Voucher:						
105175	3/26/2024	0008369	SAFETY-KLEEN SYSTEM, INC	93878314	2/14/2024	CLEANING SERVICE OF EQUIPMENT	766.91	
		Voucher:		93882352	2/16/2024	CLEANING SERVICE OF EQUIPMENT	45.75	812.66
105176	3/26/2024	00000322	SAM'S CLUB	003929	2/26/2024	PWYD- FOOD, SNACKS, DRINKS	48.94	48.94
		Voucher:						
105177	3/26/2024	00004830	SCS ENGINEERS	0484889	10/31/2023	OCT 2023 - SCS ENGINEERS	2,007.50	
		Voucher:		0487737	11/30/2023	NOV 2023 - SCS ENGINEERS	1,955.50	
				0490529	12/31/2023	DEC 2023 - SCS ENGINEERS	1,425.00	
				0493633	1/31/2024	JAN 2024 - SCS ENGINEERS	1,045.00	6,433.00

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105178	3/26/2024	00004834	SECURITY SIGNAL DEVICES SYSS-01119663	2/6/2024	REPAIR AND MAINTENANCE NO	189.00	189.00
		Voucher:					
105179	3/26/2024	0012098	SO CAL COMPTON PIPE SUPPLY 1482	2/15/2024	SADDLE BRASS, CORP	320.45	320.45
		Voucher:					
105180	3/26/2024	00001068	STATE CONTROLLER'S OFFICE FAUD-00004245	2/21/2024	FY 22/23 - PREP OF ANNUAL STF	3,179.25	3,179.25
		Voucher:					
105181	3/26/2024	00004908	STATUS ONE MEDICAL INC 68302	12/21/2023	FIRST AID KIT RESTOCK	27.45	
		Voucher:	68426	2/22/2024	FIRST AID SUPPLY RESTOCK	198.34	225.79
105182	3/26/2024	0010270	STUDIO SPECTRUM, INC. 192474	8/1/2023	LABOR - AUDIO DSP PROGRAM	600.00	600.00
		Voucher:					
105183	3/26/2024	00004906	SWRCB FEES SC-141772	2/5/2024	SITE CLEAN UP PROGRAM - 791	3,306.76	3,306.76
		Voucher:					
105184	3/26/2024	0012518	THE HITT COMPANIES OE-127471	2/20/2024	STAMPS AND NAME PLEATES	877.35	877.35
		Voucher:					
105185	3/26/2024	0008109	THE ORIGINAL GOODIE'S UNIFORM 14156	2/12/2024	CLASS A UNIFORM FOR CSO TR	513.99	
		Voucher:	14215	2/15/2024	CLASS A UNIFORM FOR POLICE	650.64	
			14260	2/19/2024	CLASS A UNIFORM FOR CSO TR	209.36	1,373.99
105186	3/26/2024	0010699	TRANSYSTEMS CORPORATION INV-0004391564	2/6/2024	JAN 2024 - I-710 FIRESTONE BLV	156,247.80	156,247.80
		Voucher:					
105187	3/26/2024	0008005	U.S. BANK-PARS ACCT#67460225MAR 2024	2/28/2024	MAR 2024: PARS SUPPLEMENTA	5,291.55	5,291.55
		Voucher:					
105188	3/26/2024	00004964	UNDERGROUND SERVICE ALERT 123-2424609	3/1/2024	BILLABLE DIGALERT TICKETS	179.69	
		Voucher:	220240195	3/1/2024	DIGALERT TICKET CHARGES	396.75	576.44
105189	3/26/2024	0005750	UNITED INDUSTRIES 231842	2/26/2024	INVENTORY PO/ NITRILE GLOVE	1,921.22	1,921.22
		Voucher:					
105190	3/26/2024	0010265	UNITED PACIFIC SERVICES, INC. 24-0215-3	2/15/2024	2/2/24-2/14/24 - TREE MAINTENA	2,320.00	2,320.00
		Voucher:					
105191	3/26/2024	00003928	US BANK TRUST N.A. 788757000-APR/2	4/1/2024	APR 2024 - COSG 2005 PENSION	167,445.71	167,445.71
		Voucher:					
105192	3/26/2024	0014367	V&H ELECTRICAL AUTOMATION SO2024-6	2/22/2024	SCADA SERVICES	1,323.54	
		Voucher:	SO2024-7	2/29/2024	SCADA SERVICES	1,403.81	
			SO2024-5	2/14/2024	SCADA SERVICES	1,353.86	4,081.21

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105193	3/26/2024	00002634	VULCAN MATERIALS COMPANY	73922504	2/26/2024	ASPHALT, BASE, EMULSION PRC	225.57
	Voucher:			73926582	2/29/2024	ASPHALT, BASE, EMULSION PRC	438.04
				73924567	2/28/2024	ASPHALT, BASE, EMULSION PRC	436.97
				462760	2/29/2024	FINANCE CHARGES	39.93
105194	3/26/2024	00002593	WAXIE'S SANITARY SUPPLY	82318217	2/29/2024	FACILITIES SUPPLIES	255.74
	Voucher:						1,140.51
105195	3/26/2024	0009526	WEST COAST LIGHTS & SIRENS	125607	2/20/2024	SUPPLIES LIGHTS,PARTS AND E	152.96
	Voucher:			25200	11/20/2023	REPLACE AND REPAIR LIGHT OI	574.08
105196	3/26/2024	00000561	WESTERN EXTERMINATOR COM	57437396	2/13/2024	ANNUAL PEST CONTROL AND E	228.70
	Voucher:			57437902	2/13/2024	ANNUAL PEST CONTROL AND E	42.00
				57439455	2/13/2024	ANNUAL PEST CONTROL AND E	82.50
				57439729	2/13/2024	ANNUAL PEST CONTROL AND E	227.15
				57437549	2/13/2024	ANNUAL PEST CONTROL AND E	295.50
				57437901	2/13/2024	ANNUAL PEST CONTROL AND E	151.50
				57445134	2/28/2024	2/28/24 - ANNUAL PEST CONTR	165.40
				57437903	2/13/2024	ANNUAL PEST CONTROL AND E	46.50
				57437904	2/13/2024	ANNUAL PEST CONTROL AND E	121.00
				57439730	2/13/2024	ANNUAL PEST CONTROL AND E	76.45
				57441042	2/13/2024	ANNUAL PEST CONTROL AND E	56.00
				57438090	2/14/2024	ANNUAL PEST CONTROL AND E	234.25
				57437550	2/13/2024	ANNUAL PEST CONTROL AND E	275.00
105197	3/26/2024	0011968	WEX BANK	95016304	2/8/2024	2/6/24 CLOSING DATE: SHELL G	722.67
	Voucher:			95649911	3/6/2024	3/6/24 CLOSING DATE: SHELL G	371.33
105198	3/26/2024	00001522	WHITE CAP CONSTRUCTION SUI	50025652671	2/28/2024	SPECIAL TOOLS	749.56
	Voucher:						1,094.00
							749.56

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105199	3/26/2024	00001280 WILLDDAN	00338096	9/20/2023	THRU 8/25/23 - CIP PROJECT MA	9,815.00	
	Voucher:		00338449	12/29/2023	THRU 11/24/23 - CIP PROJECT M	7,767.50	
			00338343	11/17/2023	THRU 10/27/23 - CIP PROJECT M	12,155.00	
			00338213	10/19/2023	THRU 9/29/23 - CIP PROJECT MA	30,160.00	
			00338342	11/17/2023	THRU 10/27/23 - CIP PROJECT M	24,960.00	
			00337819	7/14/2023	THRU 6/30/23 - CIP PROJECT MA	10,400.00	
			00338600	2/9/2024	THRU 1/26/24 - CIP PROJECT MA	2,227.50	
			00338512	1/15/2024	THRU 12/29/23 - CIP PROJECT M	6,500.00	
			00336941	11/9/2022	THRU OCT 2022 - CIP PROJECT I	24,635.00	
			00338514	1/15/2024	THRU 12/29/23 - CIP PROJECT M	23,512.50	
			00338659	2/9/2024	THRU 1/26/24 - CIP PROJECT MA	4,810.00	
			00338448	12/29/2023	THRU 11/24/23 - CIP PROJECT M	20,020.00	
			00338511	1/15/2024	THRU 12/29/23 - CIP PROJECT M	22,360.00	
			00338658	2/9/2024	THRU 1/26/24 - CIP PROJECT MA	22,880.00	
			00338214	10/19/2023	THRU 9/29/23 - CIP PROJECT MA	12,675.00	
			00231005	1/22/2024	THRU 12/31/23 - CODE ENFORCE	27,000.00	261,877.50
105200	3/26/2024	0006745 XTREME AUTOBODY	3045	2/7/2024	AUTO BODY AND PAINT REPAIRS	4,207.37	4,207.37
	Voucher:						
105201	3/26/2024	00000062 ZIEGLER'S HARDWARE& SUPPLY	3103	2/27/2024	MISC HARDWARE	36.99	36.99
	Voucher:						
61995618	2/15/2024	00004266 U.S. BANK CORPORATE PAYMEN					
		0005292 TARGET	039358	11/27/2023	BREAKFAST WITH SANTA RAFFL	218.37	
		0005291 PARTY CITY	053976	11/23/2003	BREAKFAST WITH SANA RAFFLE	144.65	
		0005291 PARTY CITY	011388	11/22/2023	BREAKFAST WITH SANTA RAFFL	30.00	
		00003800 HEADSETS.COM	yhst-24829564266	12/20/2023	ORD#YHST-24829564266054-132	959.98	
		00000834 AWARDS TO REMEMBER	JEFFERS,C	11/22/2023	FAREWELL PLAQUE FOR CHRIS	66.15	
		0014278 MAKEITPOP_PARTYDECOR	002168	12/1/2023	PROPS & BALLOON DECOR FOF	1,000.00	
		0005347 AMAZON.COM	114-6931697-3313	11/27/2023	CHARGING CABLES	17.62	
		0008451 COSTCO.COM	045515	11/30/2023	SENIOR CTR LUNCH PROGRAM	101.43	
		0010530 DICK'S SPORTING GOODS	ORD# 104716714	12/13/2023	S. LOPEZ UNIFORM BOTTOMS	264.60	
		0014336 THE PERMECO COMPANY	231215	12/15/2023	CENTENNIAL TIME CAPSULE MA	1,674.38	
		0005368 PRINTCO DIRECT	85641	12/21/2023	OPENHOUSE POSTERS	99.23	4,576.41

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
61995618	2/15/2024	00004266	U.S. BANK CORPORATE PAYMEN				
		0005603	TOWN AND COUNTRY RESORT	GONZALEZ, JUAN	12/4/2023	DEC 4-6, 2023-LODGING FOR SC	235.30
		0005603	TOWN AND COUNTRY RESORT	HALEY, KENNETH	12/5/2023	DEC 4-6, 2023-LODGING FOR SC	235.30
		0005603	TOWN AND COUNTRY RESORT	BERNABE, DANIE	12/6/2023	CREDIT - DEC 4-6, 2023-LODGIN	-112.80
		00002026	FEDERAL EXPRESS CORPORATI	ORD#1012600093	12/4/2023	PRINTING OF LEARNING DOMAI	318.57
		0012714	CHEROKEE PRODUCTION, INC	202312415785-85	12/6/2023	DEC 7-8, 2023 PUBLIC SAFETY M	295.00
		0006933	PSYCHOLOGICAL CONSULTING	1526847	12/5/2023	DECEMBER 06, 2023 - REGIONAL	375.00
		0011099	FIVE BELOW SOUTH GATE	042842	11/27/2023	BREAKFAST WITH SANTA TOY G	600.00
		0011099	FIVE BELOW SOUTH GATE	076365	11/27/2023	BREAKFAST WITH SANTA SUPPL	150.00
		00000715	PD: CALIF PEACE OFFICERS ASS	ORD# 390090	12/13/2023	DECEMBER 14, 2023 - CAPITOL I	350.00
		00004804	RIO HONDO COMMUNITY COLLE	F23-125ZSGT	12/19/2023	OCT 24, 2024 - DRIVER TRAININ	25.00
		0008513	EBAY	ORD# 24-10868-1	11/30/2023	MANIFOLD FOR UNIT 240	332.96
		0010098	PROPERTYRADAR	11/30/23	11/30/2023	PROPERTY RADAR SUBSCRIPTI	-374.70
		00002063	CACEO	300019062	12/7/2023	CALIFORNIA ASSOCIATION OF C	100.00
		00004515	ICC L.A. BASIN CHAPTER	1908	12/8/2023	INTERNATIONAL CODE COUNCIL	300.00
		00000415	NATIONAL CONSTRUCTION REN	7187860	12/21/2023	6 FOOT TEMPORARY PANELS -	730.72
		00001414	OFFICE DEPOT	344783981-001	11/30/2023	AQUATICS MARKETING	158.36
		0005347	AMAZON.COM	111-7595284-2881	11/28/2023	AQUATICS SPECIAL EVENT SUP	63.90
		0005347	AMAZON.COM	111-6994110-8225	11/28/2023	AQUATICS SPECIAL EVENT SUP	546.11
		0005613	SCPPOA	1744059661	12/4/2023	AQUATICS MEMBERSHIP	40.00
		0005613	SCPPOA	062572	12/4/2023	MEETING FEE (3X20) AQUATICS	60.00
		0005303	FULLER ENGINEERING INC	149301 Duplicate	8/22/2023	INV# 149301 DUPLICATE PMT	667.31
		00000322	SAM'S CLUB	009604	11/27/2023	DRINKS, COOKIES AND PAPER C	123.31
		0005347	AMAZON.COM	111-3364303-1313	12/6/2023	FITNESS EQUIPMENT	35.26
		0005368	PRINTCO DIRECT	85633	12/7/2023	OPEN HOUSE POST CARDS	132.30
		0005347	AMAZON.COM	111-7447064-6116	12/5/2023	AQUATICS PROGRAM EQUIPEMI	32.73
		00001414	OFFICE DEPOT	011070	12/4/2023	AQUATICS MARKETING	79.16
		0005347	AMAZON.COM	12/06/2023	12/6/2023	AQUATICS PROGRAM EQUIPEMI	392.89
		0005347	AMAZON.COM	111-4569115-6839	12/6/2023	FITNESS EQUIPMENT	25.36
		00000268	HOME DEPOT CREDIT SERVICES	9532581	11/29/2023	BREAKFAST WITH SANTA SUPPL	82.45
		00000268	HOME DEPOT CREDIT SERVICES	9532580	11/29/2023	SENIOR CENTER SUPPLIES	70.91
		0005347	AMAZON.COM	113-3801427-6933	12/13/2023	HOLIDAY SOCIAL	88.14
		0013953	HOUSE OF WINNERS, INC	005695	12/14/2023	RETIREE PLAQUE	85.00
		0012980	CHARTER COMMUNICATIONS	1030726111423	11/14/2023	INTERNET AT AUDITORIUM - 11/1	49.99
		0005603	TOWN AND COUNTRY RESORT	PETERSON, ALO	12/4/2023	DEC 4-6, 2023-LODGING FOR DE	235.30

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0005603 TOWN AND COUNTRY RESORT	BERNABE, DANIE	12/4/2023	DEC 4-6, 2023-LODGING FOR OF	348.10	
		0008451 COSTCO.COM	037332	12/19/2023	SENIOR CENTER SUPPLIES	48.22	
		0008451 COSTCO.COM	091787	12/19/2023	SNACK BAR SUPPLIES	113.32	
		0008304 GODADDY.COM	2853523277	12/19/2023	STANDARD SSL CERTIFICATE FC	99.99	
		0005295 WALMART	089506	12/20/2023	BLACK PRINT TAPE CARTRIDGE	46.79	
		00004181 SOFTWARE SECURITY SOLUTIONS	144825-fee	12/19/2023	ADDITION FEE TO THE ORIGINAL	341.01	
		0014152 MUNDO DE KARAMELO	060313	12/12/2023	TABLE COVERS FOR HOLIDAY S	14.28	
		0005347 AMAZON.COM	113-4840722-2613	12/12/2023	HOLIDAY SOCIAL	11.01	
		00004854 SMART & FINAL	095259	12/4/2023	TREE LIGHTING CENTENNIAL EV	57.61	
		0005347 AMAZON.COM	MEZA-MEDRANO	1/11/2024	JACKET - ERROR IN PURCHASIN	40.78	
		00004854 SMART & FINAL	017031	12/12/2023	SUPPLIES FOR COFFEE STATIO	151.16	
		0014363 4ALLPROMOS	1431730	12/13/2023	SUPPLIES FOR FAMILY VIOLENC	869.84	
		0014363 4ALLPROMOS	1431757	12/13/2023	SUPPLIES FOR FAMILY VIOLENC	838.12	
		0013140 DFK SOLUTIONS GROUP, LLC	EWCUWUVO9	11/28/2023	REGISTRATION LATERAL SPILL	99.00	
		0005303 FULLER ENGINEERING INC	150140	11/28/2024	INV# 150140	44.44	
		0011575 MERCHANTS BUILDING	772711	12/12/2023	DISINFECT UNIT 619	232.87	
		0014455 GSF TRUCK AND BUS TRAINING	062178	12/12/2023	P.LUGO DRIVER'S TRAINING CO	495.00	
		00000503 CSMFO	200021407	11/30/2023	2024 ANNUAL CONFERENCE	515.00	
		00003738 PITNEY BOWES-SUPPLIES	20107171	12/7/2023	RED INK CARTRIDGE FOR POST	292.81	
		0014251 LUCERO BAKERY	4282	12/5/2023	WINTER FEST CENTENNIAL EVE	750.00	
		00001414 OFFICE DEPOT	344724982-001	11/30/2023	WINTER FEST CENTENNIALE EV	248.05	
		00004814 ROYAL TRUCK BODY	ORD# 0473382	11/22/2023	AUTO PARTS FOR GARAGE SHC	278.30	
		0005398 CUMMINS PACIFIC, LLC	X5-22363	11/27/2023	GENERATOR FOR WATER DIVISI	408.71	
		0005398 CUMMINS PACIFIC, LLC	X5-23824	11/30/2023	GENERATOR PART FOR WATER	76.71	
		0005347 AMAZON.COM	113-3758295-2752	11/29/2023	TOOL FOR GARAGE SHOP	34.96	
		0005675 CALIFORNIA AIR RESOURCES B	CARB1000000000	12/6/2023	FLEET 2023 COMPLIANCE FEE	339.87	
		0005347 AMAZON.COM	113-8056833-1389	12/5/2023	AUTO PART FOR UNIT # ST300	21.58	
		0014347 NUNEZ TIRES INC	7960	12/7/2023	TINT ON UNIT# PD - 2022 NISSA	130.00	
		0008513 EBAY	ORD# 06-10866-0	11/30/2023	AUTO PART	332.96	
		0008513 EBAY	ORD# 06-10866-0	11/30/2023	REFUND OF AUTO PART	-332.96	
		0009420 SPARKLETTES	069947	12/11/2023	ACCT# 7425571 16963364 - DS SI	9.25	
		0005343 PUBLIC AGENCY RISK MANAGER	1192	11/14/2023	ANNUAL CONFERENCE FOR RIS	449.00	
		0014365 CITY OF NORWALK COURT	* 026124	12/5/2023	PARKING AT NORWALK COURT C	16.00	
		0009834 PORTO'S BAKERY & CAFE	ORD# 261648	11/29/2023	REFRESHMENT FOR CODE ENF	67.94	
		0005486 STAPLES BUSINESS ADVANTAGE	002742	12/11/2023	HP 414A BLACK TONER	220.48	

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0009649 AT&T	DEC 2023	11/29/2023	INTERNET AT AZALEA CMTY RO	140.19	
		0014452 LEAD TACTICS, INC.	8E7B252E-0003	12/14/2023	SAFETY TRAINING FROM JANUA	837.68	
		0006108 STARBUCKS COFFEE	079541	11/29/2023	CODE ENFORCEMENT MEETING	20.00	
		0007411 AVILAS EL RANCHITO	056436	12/12/2023	INTERVIEW PANEL FOR RECORI	124.02	
		0008906 DOLLAR TREE	012117	12/12/2023	HOLIDAY SOCIAL	13.33	
		0005347 AMAZON.COM	113-2613967-0916	12/12/2023	HOLIDAY SOCIAL	22.03	
		0007583 USPS	051433	12/13/2023	POSTAGE STAMPS FOR HOLIDAY	528.00	
		0005623 ORIENTAL TRADING	728320951	11/23/2023	AQUATICS SPECIAL EVENT SUP	974.88	
		0005603 TOWN AND COUNTRY RESORT	BROWN,SAMUEL	12/4/2023	DEC 4-6, 2023-LODGING FOR LT.	205.30	
		0005603 TOWN AND COUNTRY RESORT	BETETA,ISAAC	12/4/2023	DEC 4-6, 2023-LODGING FOR OF	205.30	
		0005603 TOWN AND COUNTRY RESORT	PADILLA, BRIAN	12/4/2023	DEC 4-6, 2023-LODGING FOR DE	205.30	
		0013833 KINGS PHOTO BOOTH	000028-002	11/28/2023	FOR THE EMPLOYEE RECOGNIT	300.00	
		0005603 TOWN AND COUNTRY RESORT	PARKING-VERVE	12/4/2023	PARKING FEE FOR SGT. VERVE	30.00	
		0005295 WALMART	ORD# 0229475001	12/5/2023	PROMOTION CEREMONY (ARAN	31.96	
		0005398 CUMMINS PACIFIC, LLC	X4-44652	12/12/2023	REFUND/CREDIT TO INV# X5-223	-397.81	
		0012892 NTLREST SERVSAFE	SSECT6CA	11/28/2023	REGISTRATION FEE-CUSTODY C	15.00	
		0005658 EL PESCADOR	091438	11/29/2023	LUNCH FOR RATERS: POLICE RI	63.10	
		0005347 AMAZON.COM	11/27/23	11/27/2023	HDMI CABLE	26.45	
		0014372 CURRENT	ORD# 1004219741	12/4/2023	TRAUMA RESPONSE SUPPORT	89.35	
		0008045 PD: CLEARS INC.	059965	12/4/2023	REGISTRATION FEE: RREGISTR	36.50	
		0005603 TOWN AND COUNTRY RESORT	BETETA, ISSAC	12/4/2023	DEC 4-6, 2023-LODGING FOR OF	205.30	
		00000415 NATIONAL CONSTRUCTION REN	7170760-	12/21/2023	6 FOOT TEMPORARY PANELS -	269.28	
		0008099 IN-N-OUT BURGERS	028011	12/7/2023	FOOD FOR FOOD MASKET ERC	255.61	
		0005347 AMAZON.COM	114-2404130-3428	12/11/2023	USB-C HUB FOR MARKETING CC	42.43	
		00003960 MAJESTIC TROPHY & AWARDS	081708	11/22/2023	POLICE EMPLOYEE AWARDS & /	422.40	
		00003960 MAJESTIC TROPHY & AWARDS	078480	11/22/2023	POLICE EMPLOYEE AWARDS & /	706.20	
		0005603 TOWN AND COUNTRY RESORT	CANCIO,ROGER	12/4/2023	DEC 4-6, 2023-LODGING FOR OF	205.30	
		0008451 COSTCO.COM	091778	11/30/2023	GOLF COURSE SNACH BAR SUF	285.88	
		0005292 TARGET	077387	12/4/2023	SENIOR CENTER HOLIDAY EVEN	279.93	
		0005291 PARTY CITY	092824	12/4/2023	SENIOR CENTER HOLIDAY EVEN	133.10	
		0005347 AMAZON.COM	114-6819679-7153	10/16/2023	STORAGE BINS	38.58	
		0005347 AMAZON.COM	114-6819679-7153	10/16/2023	STORAGE BINS	38.58	
		0008906 DOLLAR TREE	007891	12/6/2023	BREAKFAST WITH SANT EVENT	3.86	
		0013727 WINNER PARTY INC	081090	12/6/2023	BREAKFAST WITH SANTA EVENT	261.13	
		00000268 HOME DEPOT CREDIT SERVICES	52293804	12/6/2023	BREAKFAST WITH SANTA EVENT	170.43	

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0005293	MICHAELS	530011051251423	12/13/2023	CENTENNIAL ART EVENT	116.18
		0012980	CHARTER COMMUNICATIONS	0500034102723	10/27/2023	10/27/23-11/26/23: MAIN HALL 2N	239.47
		0005347	AMAZON.COM	113-6860414-0191	11/29/2023	SKYTEX CONTINUOUS PHOTOG	81.57
		0008513	EBAY	15-10860-24835	11/30/2023	PARK YARD- CONEX CONTAINER	330.75
		0014279	GEN5DIY	ORD# S31195	12/6/2023	WIRING HARNESS & PIGTAIL CO	144.99
		0005347	AMAZON.COM	113-1067285-3274	11/30/2023	PARK YARD- CONEX CONTAINER	440.88
		0005347	AMAZON.COM	113-7437526-9638	11/30/2023	URBAN ORCHARD PARK - CONE	440.88
		0005347	AMAZON.COM	113-5839841-6822	12/4/2023	PORTABLE POWER INVENTER	47.40
		0005347	AMAZON.COM	113-1815130-0986	12/4/2023	PORTABLE POWER INVENTER	40.78
		0007068	THE TOLL ROADS	VIO# 672377754	10/31/2023	LIC# 1652642 - VIO# 672377754, I	7.03
		0008734	METRO EXPRESSLANES	1202028009249	11/22/2023	LIC# 1567843, NOTICE# 12020280	8.90
		0008734	METRO EXPRESSLANES	1202028004761	2/27/2024	LIC# 1652642, NOTICE# 12020280	8.30
		00004234	CHANDLER'S AIR CONDITIONING	008507	12/11/2023	SENIOR CENTER ICE MACHINE I	399.00
		00004234	CHANDLER'S AIR CONDITIONING	078210	12/11/2023	AUDITORIUM ICE MACHINE REP,	399.00
		0014169	META	M8LK7X35W2	11/30/2023	ADVERTISING FOR SB1383 FACE	199.87
		0013737	CONSTANTCONTACT.COM	12/14/23	12/14/2023	ANNUAL SUBSCRIPTION FOR EL	316.40
		0005347	AMAZON.COM	114-7810237-8965	11/29/2023	MICROSD CARD	55.10
		0012980	CHARTER COMMUNICATIONS	0490491102723	10/27/2023	10/27/23-11/26/23: SERVICES AT	239.47
		00004854	SMART & FINAL	038047	12/3/2023	TREE LIGHTING CENTENNIAL E	64.78
		00004854	SMART & FINAL	027901	12/4/2023	TREE LIGHTING CENTENNIAL E	70.27
		00001303	CPRS	29544	12/4/2023	CONFERENCE- REC STAFF S.CA	310.00
		0006423	LOWE'S	081629	11/30/2023	MAINTENANCE SUPPLIES	175.14
		0012980	CHARTER COMMUNICATIONS	120508901110723	11/7/2023	11/07/23-12/06/23: NETWORK SEI	563.40
		00000525	CALIFORNIA CONTRACT CITIES	13486	11/27/2023	MAY 13-14, 2022, OUTSTANDING	450.00
		0005803	PANDA EXPRESS	904903	11/28/2023	11/28/2023 FOOD FOR COUNCIL	123.70
		0012155	CANVAS	03989-1559782	12/4/2023	2024 ANNUAL RENEWAL - USE O	119.40
		00000322	SAM'S CLUB	092724	12/5/2023	WINTER WONDERLAND SUPPLII	37.18
		00001414	OFFICE DEPOT	009102	12/14/2023	OFFICE SUPPLIES	92.26
		00004234	CHANDLER'S AIR CONDITIONING	070540	12/11/2023	SENIOR CENTER REFRIGERATO	334.00
		00004234	CHANDLER'S AIR CONDITIONING	042985	12/11/2023	SENIOR CENTER FREEZER REP.	234.00
		0009469	ADOBE SYSTEMS, INC	2617578760	11/29/2023	ADOBE CREATIVE CLOUD ALL AI	659.88
		0012606	AMAZON CAPITAL SERVICES, INC	114-5695658-6873	11/29/2023	NVIDIA NVS 510 GRAPHICS CAR	90.30
		0008526	MEDIEVAL TIMES	ORD# 36291823	12/14/2023	DEPARTMENT EXCURSION ADM	1,087.50
		00000322	SAM'S CLUB	079349	12/18/2023	GOLF COURSE SNACK BAR ITEM	44.98
		00000834	AWARDS TO REMEMBER	MAYORS	12/11/2023	PLAQUE FOR OUTGOING MAYOI	275.63

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0007415 YUM YUM DONUTS	CK# 67	12/11/2023	DRINKS, COOKIES AND PAPER C	81.94	
		00000322 SAM'S CLUB	004017	12/18/2023	SENIOR CENTER SUPPLIES HOL	431.49	
		0013492 MICHAEL'S STORE	013542	12/18/2023	TOT TIMEE CLASS SUPPLIES	33.17	
		00000322 SAM'S CLUB	6613- CHK# 6121	11/25/2023	PURCHASE MADE IN ERROR	355.37	
		0005347 AMAZON.COM	111-8091183-1360	12/14/2023	ART SUPPLIES	68.26	
		0005347 AMAZON.COM	114-6804735-4634	12/19/2023	REPHO HEPA FILTER	80.76	
		0005347 AMAZON.COM	114-5518384-1473	11/24/2023	SUPPLIES FOR FAMILY VIOLENC	281.50	
		0005347 AMAZON.COM	113-9889631-8433	11/29/2023	DJI OSMO MOBILE 6 GIMBAL SM	164.27	
		0014290 PROMOTIONAL DESIGN	12-2510-233766	11/29/2023	CANOPY, BACKDROP AND TABLI	950.90	
		0005347 AMAZON.COM	113-6860414-0191	11/29/2023	SENSYNE 10 " RING LIGHT WITH	33.06	
		0008578 POINT EMBLEMS	007456	11/29/2023	CHALLENGE COINS AND LAPEL	940.03	
		0005347 AMAZON.COM	114-9992817-7605	12/6/2023	REFUND- 3 YEARS WARRANTY F	-11.99	
		0005347 AMAZON.COM	114-5578622-0281	12/25/2023	REFUND- TCL 32" TV	-135.10	
		0005347 AMAZON.COM	114-2535341-8992	11/30/2023	CHARGING STATION	-79.37	
		0005347 AMAZON.COM	114-2535341-8992	11/29/2023	CHARGING STATION	79.37	
		0005347 AMAZON.COM	114-8813626-8528	11/29/2023	AIR FILTER	51.81	
		0005347 AMAZON.COM	114-9992817-7605	12/6/2023	3 YEARS WARRANTY FOR 32" TV	11.99	
		0005347 AMAZON.COM	114-1879786-3633	12/6/2023	INTEL NUC W/ PORTABLE MONIT	319.17	
		0005347 AMAZON.COM	114-5578622-0281	12/6/2023	TCL 32 " TV	135.10	
		0005347 AMAZON.COM	114-7810237-8965	11/30/2023	RETURN - MICROSD CARD	-55.10	
		0005347 AMAZON.COM	114-6931697-3313	11/30/2023	CHARGING CABLES	-17.62	
		0012980 CHARTER COMMUNICATIONS	0426263111423	11/14/2023	11/14/23-12/13/23: SPECTRUM SE	5.33	
		0012980 CHARTER COMMUNICATIONS	0426271111423	11/14/2023	11/14/23-12/13/23: SERVICES AT	15.97	
		0005347 AMAZON.COM	112-3801541-6159	12/6/2023	GREY EMBOSSED STATIONARY	17.58	
		0005347 AMAZON.COM	111-6297149-7197	12/7/2023	GREY EMBOSSED STATIONARY	18.69	
		0005347 AMAZON.COM	114-4174407-3044	12/13/2023	TCL 40" TV	187.41	
		0005347 AMAZON.COM	114-0848983-2654	12/13/2023	3 YEARS WARRANTY FOR 32" TV	24.99	
		0005303 FULLER ENGINEERING INC	149224 Duplicate	8/22/2023	INV# 149224 DUPLICATE PMT	721.52	
		0005347 AMAZON.COM	113-6110997-3201	11/29/2023	LUME CUBE BROADCAST LIGHT	110.22	
		0005801 MARSHALL'S	022056	12/5/2023	SUPPLIES-HOLIDAY BAGS FOR F	27.29	
		0005293 MICHAELS	094934	12/5/2023	SUPPLIES FOR HOLIDAY EVENT	76.11	
		0005347 AMAZON.COM	113-0284580-1345	12/12/2023	SUPPLIES - ICE SCOOPER WELL	14.00	
		0012980 CHARTER COMMUNICATIONS	0426602102523	10/25/2023	10/25/23-11/24/23: SERVICES AT	239.47	
		0012980 CHARTER COMMUNICATIONS	0426628103023	10/30/2023	10/30/23-11/29/23: SERVICES AT	128.01	
		0012980 CHARTER COMMUNICATIONS	8448 30 017 0600	11/22/2023	11/22/23-12/21/23: SERVICES AT	119.99	

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0012980	CHARTER COMMUNICATIONS	0586090102623	10/26/2023	10/26/23-11/25/23: CITY HALL @ 8	258.14
		0012980	CHARTER COMMUNICATIONS	0435603111423	11/14/2023	11/14/23-12/13/23: MARGARET TF	130.64
		0012980	CHARTER COMMUNICATIONS	0495151110723	11/7/2023	11/07/23-12/06/23: SPORTS CENT	129.99
		00000268	HOME DEPOT CREDIT SERVICES	55533221	12/3/2023	POISETTIAS FOR INTERIOR HOL	65.74
		0012596	ZOOM.US	INV229654971	12/1/2023	ZOOM MONTHLY CLOUD RECOF	40.00
		0009027	MONOPRICE INC	23895935	12/4/2023	HDMI CABLES FOR ADMIN SVC I	27.54
		0012606	AMAZON CAPITAL SERVICES,INC	114-6153458-6321	12/4/2023	BATTERRY COMPARTMENT STO	21.99
		0005292	TARGET	060981	11/27/2023	BREAKFAST WITH SANTA SUPPL	139.32
		0011099	FIVE BELOW SOUTH GATE	011775	11/27/2023	BREAKFAST WITH SANTA TOY G	160.00
		0011099	FIVE BELOW SOUTH GATE	004610	11/27/2023	BREAKFAST WITH SANTA TOY G	180.00
		00004854	SMART & FINAL	088897	11/27/2023	BREAKFAST WITH SANTA SUPPL	30.98
		0005295	WALMART	008632	11/28/2023	BREAKFAST WITH SANTA SUPPL	58.14
		00004854	SMART & FINAL	072095	11/28/2023	BREAKFAST WITH SANTA SUPPL	53.97
		0005347	AMAZON.COM	112-3554802-0106	11/27/2023	BACKDROPS	62.82
		0005293	MICHAELS	11/29/23	11/29/2023	DECORATIONS FOR PAGEAN OF	22.05
		0005293	MICHAELS	11/29/23 -	11/29/2023	DECORATIONS FOR BREAKFAST	62.31
Sub total for BANK OF THE WEST:							36,145.23
							2,141,804.15
235 checks and 1 wire transfers in this report.							
Grand Total All Checks and Wire Transfers:							2,141,804.15

WARRANT REGISTER FOR COUNCIL MEETING 3/26/2024

PART V

apChkLst
03/18/2024 12:24:17PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2677	2/1/2024	00004708	PERS HEALTH PLAN	Ben326167	2/1/2024	MEDICAL HMO ANTHEM SELECT	491,776.76	491,776.76
		Voucher:						
2702	3/14/2024	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben328210	3/14/2024	SEIU DUES: PAYMENT	2,831.37	2,831.37
		Voucher:						
2703	3/14/2024	00002370	INTERNAL REVENUE SERVICE	Ben328212	3/14/2024	MEDICARE: PAYMENT	170,294.37	170,294.37
		Voucher:						
2704	3/14/2024	00000343	PUBLIC EMPLOYEES RETIREMENT	Ben328214	3/14/2024	MILITARY SERVICE CREDIT: PAY	274,877.02	274,877.02
		Voucher:						
2705	3/14/2024	00001186	EMPLOYMENT DEVELOPMENT DB	Ben328216	3/14/2024	SDI: PAYMENT	60,834.63	60,834.63
		Voucher:						
2706	3/14/2024	00000004	NATIONWIDE RETIREMENT SOL	Ben328218	3/14/2024	DEF COMP NATIONWIDE: PAYME	75,643.84	75,643.84
		Voucher:						
2707	3/14/2024	00004996	SEIU-COPE LOCAL 721, LA/OC CI	Ben328220	3/14/2024	SEIU- COPE LOCAL 721 DEDUCT	41.00	41.00
		Voucher:						
2708	3/14/2024	00004988	CHILD SUPPORT ON-LINE, STATE	Ben328222	3/14/2024	CHILD SUPPORT-ONLINE: PAYMI	1,036.12	1,036.12
		Voucher:						
2709	3/14/2024	0009920	OCSE CLEARINGHOUSE SDU	Ben328224	3/14/2024	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher:						
Sub total for BANK OF THE WEST:							1,077,659.11	
9 checks in this report.								
Grand Total All Checks:							1,077,659.11	

Page: 1

WARRANT REGISTER FOR COUNCIL MEETING 3/26/2024

PART VI

apChkLst
03/14/2024 3:37:39PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
3490	3/26/2024	0012466	RET: ADAMS, PAUL L.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,299.14	1,299.14
		Voucher:						
3491	3/26/2024	0005570	RET: ALONZO, ANTHONY	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	739.30	739.30
		Voucher:						
3492	3/26/2024	0012843	RET: AUSTIN, BYRON A.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,413.56	1,413.56
		Voucher:						
3493	3/26/2024	0005813	RET: AVILA, VINCENT	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98
		Voucher:						
3494	3/26/2024	0013775	RET: AVILES, OMAR ADOLFO	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	300.00	300.00
		Voucher:						
3495	3/26/2024	0014366	RET: BARKER, RILEY M.	FEB 2024 ADJMN	3/12/2024	FEBRUARY 2024 ADJMN- RETI	1,435.98	
		Voucher:		MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	2,871.96
3496	3/26/2024	0012982	RET: BONILLA CLAYTON, YADIRA	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						
3497	3/26/2024	00001265	RET: BRASSFIELD, CHARLES R	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00
		Voucher:						
3498	3/26/2024	0006324	RET: BURBACH, MAUREEN	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						
3499	3/26/2024	0012844	RET: CAMACHO, EDWARD	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98
		Voucher:						
3500	3/26/2024	00000817	RET: CHRIST, DOUGLAS F	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00
		Voucher:						
3501	3/26/2024	00003408	RET: DAMRON, ROGER V	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00
		Voucher:						
3502	3/26/2024	0014404	RET: DAVILA, PAULITA	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	300.00	300.00
		Voucher:						
3503	3/26/2024	0013163	RET: DAVIS, RANDALL JOHN	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,196.68	1,196.68
		Voucher:						
3504	3/26/2024	00001776	RET: EADE, JOANN	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	167.79	167.79
		Voucher:						
3505	3/26/2024	00003973	RET: EADS, KENNETH P.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	739.30	739.30
		Voucher:						
3506	3/26/2024	00003853	RET: FANNIN, ZONA	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						

Page: 1

Bank : efbotw BANK OF THE WEST EFT				(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
3507	3/26/2024	0008820	RET: FERNANDEZ, CARLOS	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
		Voucher:							
3508	3/26/2024	00004403	RET: FIELD, GARY	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3509	3/26/2024	0006507	RET: FIGUEROA, GLORIA A.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3510	3/26/2024	0013564	RET: FLAD, MICHAEL	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,339.68	1,339.68	
		Voucher:							
3511	3/26/2024	00000605	RET: FORRESTER, BOB L	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00	
		Voucher:							
3512	3/26/2024	0005355	RET: GALBREATH, RUSSELL	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	291.15	291.15	
		Voucher:							
3513	3/26/2024	0011186	RET: GAMBOA, OSCAR	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3514	3/26/2024	00000496	RET: GEORGE, RONALD P	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00	
		Voucher:							
3515	3/26/2024	00001660	RET: GOMEZ, RANDOLPH	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	300.00	300.00	
		Voucher:							
3516	3/26/2024	0013121	RET: GONZALES, LORETTA	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3517	3/26/2024	00003940	RET: GONZALEZ, HIRAM	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3518	3/26/2024	0006328	RET: GUTIERREZ, MANUEL	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
		Voucher:							
3519	3/26/2024	0006510	RET: HERNANDEZ, MARIA	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3520	3/26/2024	0006329	RET: HOMSHER, HUGH	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
		Voucher:							
3521	3/26/2024	0013216	RET: HUFFMAN, EDWARD RAYMOND	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
		Voucher:							
3522	3/26/2024	0012845	RET: HUGAR L., JAMES	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
		Voucher:							
3523	3/26/2024	00004784	RET: HUNTRODS, RICHARD F	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	239.00	239.00	
		Voucher:							

Bank : efbotw BANK OF THE WEST EFT				(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
3524	3/26/2024	0009521	RET: HUPP, KEITH	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
		Voucher:							
3525	3/26/2024	0008058	RET: INMAN, RONALD	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
		Voucher:							
3526	3/26/2024	00004785	RET: IRISH, TERRY F	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00	
		Voucher:							
3527	3/26/2024	0014405	RET: JEFFERS, CHRIS J.	JAN-MAR 2024	3/12/2024	JAN-MARCH 2024 - RETIREE MEDICAL	1,500.00	1,500.00	
		Voucher:							
3528	3/26/2024	0011110	RET: JOHNSON, GERALD	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3529	3/26/2024	00004787	RET: KENNEDY, GARY E	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00	
		Voucher:							
3530	3/26/2024	0005356	RET: KEY, ANDREW	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
		Voucher:							
3531	3/26/2024	0011111	RET: KOOMEN, SHERI L.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3532	3/26/2024	0009946	RET: LEFEVER, STEVEN A.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	200.00	200.00	
		Voucher:							
3533	3/26/2024	00004789	RET: LILLEY, RAYMOND E	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00	
		Voucher:							
3534	3/26/2024	0012707	RET: LLOYD, BRUCE W.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3535	3/26/2024	0012927	RET: LONG, PENG	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3536	3/26/2024	0005633	RET: LOPEZ, ALFONSO	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	590.37	590.37	
		Voucher:							
3537	3/26/2024	0006511	RET: LOPEZ, RAMON A.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3538	3/26/2024	0009453	RET: LOPEZ, VERONICA	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3539	3/26/2024	0013398	RET: MARIN, SANDRA	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3540	3/26/2024	0007656	RET: MATSUKIYO, DAVID	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
		Voucher:							

Bank : effbotw BANK OF THE WEST EFT				(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
3541	3/26/2024	0014276	RET: MCEVILLY, DEBORAH	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	300.00	300.00	
	Voucher:								
3542	3/26/2024	0013777	RET: MONTANEZ JR., ABELINO	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	300.00	300.00	
	Voucher:								
3543	3/26/2024	00003328	RET: MOSBY, DOROTHEA S	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	167.79	167.79	
	Voucher:								
3544	3/26/2024	0011895	RET: MUNOZ, ALFREDO	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
	Voucher:								
3545	3/26/2024	00003239	RET: NASSAR, SAMI R	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	200.00	200.00	
	Voucher:								
3546	3/26/2024	0012468	RET: ORTIZ, JULIAN	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	708.41	708.41	
	Voucher:								
3547	3/26/2024	0012467	RET: PATINO, IGNACIO M.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
	Voucher:								
3548	3/26/2024	0011522	RET: PELLERIN, ROBERT	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
	Voucher:								
3549	3/26/2024	00005237	RET: PEREZ, SUSAN	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
	Voucher:								
3550	3/26/2024	0010733	RET: PIXLER, DAVID	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,422.62	1,422.62	
	Voucher:								
3551	3/26/2024	0006326	RET: RAMIREZ, VIRGINIA	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
	Voucher:								
3552	3/26/2024	0006327	RET: RASCO, ANGELA	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
	Voucher:								
3553	3/26/2024	0011967	RET: RIVERA, FRANK J.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	747.95	747.95	
	Voucher:								
3554	3/26/2024	0011978	RET: RIVERA, HANNAH TELLEZ-CMAR 2024		3/12/2024	MARCH 2024- RETIREE MEDICAL	747.95	747.95	
	Voucher:								
3555	3/26/2024	0012837	RET: RODRIGUEZ, ANNA	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
	Voucher:								
3556	3/26/2024	0012682	RET: RUIZ, NELLIE	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
	Voucher:								
3557	3/26/2024	0011112	RET: SALDIVAR, MARIO M.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
	Voucher:								

Bank : efbotw BANK OF THE WEST EFT		(Continued)							
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
3558	3/26/2024	0013274	RET: SAUCEDO NEVAREZ, LUIS	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3559	3/26/2024	0009865	RET: SCHRADER, GEORGE R.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,245.00	1,245.00	
		Voucher:							
3560	3/26/2024	0011521	RET: SCOTT, DAVID	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
		Voucher:							
3561	3/26/2024	0013273	RET: SEKIYA, JONATHAN M	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
		Voucher:							
3562	3/26/2024	0006513	RET: SHETTER, RANDOLPH M.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3563	3/26/2024	00000869	RET: SMITH, CHARLES R	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00	
		Voucher:							
3564	3/26/2024	00004796	RET: SPEELMAN, PATRICIA L	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00	
		Voucher:							
3565	3/26/2024	00002147	RET: SPROWLS, KENNETH C	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00	
		Voucher:							
3566	3/26/2024	0008313	RET: SULLIVAN, DARREN	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
		Voucher:							
3567	3/26/2024	0006512	RET: TATTI, WILLIAM P.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3568	3/26/2024	0012960	RET: TAYLOR, TOM C.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3569	3/26/2024	0014457	RET: TEEPLES, JAMES	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98	
		Voucher:							
3570	3/26/2024	0005357	RET: TODD, ROBERT M.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	616.10	616.10	
		Voucher:							
3571	3/26/2024	0014403	RET: TORRES, DAVID E	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	200.00	200.00	
		Voucher:							
3572	3/26/2024	0012959	RET: TREJO, RAMONA M	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00	
		Voucher:							
3573	3/26/2024	0014379	RET: URTEZ, YOLANDA	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	300.00	300.00	
		Voucher:							
3574	3/26/2024	00003573	RET: VAN LIEROP, MARTIN G	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	291.15	291.15	
		Voucher:							

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
3575	3/26/2024	0013776	RET: VARGAS, ALEX J.	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	300.00	300.00
		Voucher:						
3576	3/26/2024	00003959	RET: WADE, RICHARD	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	291.15	291.15
		Voucher:						
3577	3/26/2024	0007655	RET: WELLS, GREGORY	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	708.41	708.41
		Voucher:						
3578	3/26/2024	00004379	RET: WHALEN, HARVEY	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	150.00	150.00
		Voucher:						
3579	3/26/2024	00000498	RET: WILLIAMS, GALE M	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	250.00	250.00
		Voucher:						
3580	3/26/2024	0008821	RET: WILLIAMS, TIMOTHY	MAR 2024	3/12/2024	MARCH 2024- RETIREE MEDICAL	1,435.98	1,435.98
		Voucher:						

Sub total for BANK OF THE WEST EFT: 57,804.06

91 EFTs in this report.

Grand Total All EFTs: 57,804.06

**SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION**

Warrant Number 10534 to Warrant Number 105201 inclusive, plus WireTransfers and EFTs totaling \$4,111,458.00 as listed on the accompanying Accounts Payable Warrant Register of MARCH 26, 2024 are approved as presented, with the exception of the following voided and replacement warrants:

[illegible]

* Replacement checks reported in previous warrant registers have no impact to the grand total.

DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on MARCH 26, 2024 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or ~~cancel~~ the above warrants, wire transfers & ETFs, as approved.

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 3/26/2024**

TOTAL PART I - PREPAID CHECKS (3/6/2024)	89,126.87
TOTAL PART II - PREPAID CHECKS (3/13/2024)	1,093,945.01
TOTAL PART III - PAYROLL-RELATED CHECKS	57,627.53
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS	2,141,804.15
TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS	1,077,659.11
TOTAL PART VI - ACCOUNTS PAYABLE EFTs	57,804.06
	<hr/>
SUB - TOTAL	4,517,966.73
LESS: VOIDS	0.00
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(406,508.73)
	<hr/>
GRAND TOTAL	4,111,458.00
	<hr/>