



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, October 24, 2023 at 6:30 p.m.

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

**DIAL-IN-NUMBER: 1 (669) 900-6833
MEETING ID: 886 8687 0830
[HTTPS://US02WEB.ZOOM.US/J/88686870830](https://us02web.zoom.us/j/88686870830)**

**TO ADDRESS THE CITY COUNCIL PRESS *9 TO RAISE YOUR
HAND THEN *6 TO UNMUTE YOURSELF WHEN INSTRUCTED**

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER:	Maria del Pilar Avalos, Mayor
INVOCATION:	Pastor Ernesto Trejo, South Gate Church of Christ
PLEDGE OF ALLEGIANCE:	Ana Elizarraras, Executive Director, Chamber of Commerce
ROLL CALL:	Yodit Glaze, City Clerk

City Officials

MAYOR
Maria del Pilar Avalos

CITY CLERK
Yodit Glaze

VICE MAYOR
Gil Hurtado

CITY TREASURER
Jose De La Paz

COUNCIL MEMBERS
Joshua Barron
Maria Davila
Al Rios

CITY MANAGER
Chris Jeffers

CITY ATTORNEY
Raul F. Salinas

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.

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, and 8** 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. 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 10242023.pdf](#)

2. Resolution approving Agreement Number 23-APP46 for 2023/24 ABC grant funds to participate in GAP to enhance enforcement, public education and outreach to ABC-licensed establishments

The City Council will consider: (PD)

a. Adopting a **Resolution** approving Agreement Number 23-APP46 accepting grant funds in the amount of \$34,455 from the State of California Department of Alcoholic Beverage

Control to participate in the ABC GAP for ABC enforcement and compliance for Fiscal Year 2023/24;

b. Appropriating \$34,455 in the Fiscal Year 2023-24 Budget under Fund 231 Law Enforcement Grants and increasing grant revenue by the same amount; and

c. Authorizing the Chief of Police to execute the Grant Agreement in a form acceptable to the City Attorney.

Documents:

[Item 2 Report 10242023.pdf](#)

3. Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to approve the update to the job classification specification for the position of Code Enforcement Supervisor in the Department of Community Development

The City Council will consider adopting a **Resolution** amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to approve the update to the job classification specification for the position of Code Enforcement Supervisor in the Department of Community Development. (HR)

Documents:

[Item 3 Report 10242023.pdf](#)

4. Resolution amending Resolution No. 6454 (Salary Resolution And Position Classification Plan) to approve the retitling of the Transportation Supervisor Position to Transportation Planning Manager in the Parks and Recreation, the updated classification specification, and salary range

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

- 1) Retitling the Transportation Supervisor position in the Parks and Recreation Department to Transportation Planning Manager;
- 2) Updating the classification specification for the position of Transportation Planning Manager; and
- 3) Updating the salary range for the Transportation Planning Manager on the City's Consolidated Pay Table.

Documents:

[Item 4 Report 10242023.pdf](#)

5. Agreement with Quality Fence Co., Inc., to construct the South Gate Park Fence Project, City Project No. 550-PRK

The City Council will consider: (PARK)

- a. Approving an **Agreement** with Quality Fence Co., Inc., to construct the South Gate Park Fence Project, City Project No. 550-PRK in an amount not to exceed \$1,785,000;
- b. Appropriating \$650,000 from the Park Enhancement Fund to cover additional costs for the project;
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Authorizing the Director of Parks & Recreation to approve any change orders needed up to the amount designated in the contingency funding.

Documents:

[Item 5 Report 10242023.pdf](#)

6. Agreement with All-City Management, Inc. for Crossing Guard services

The City Council will consider: (PD)

- a. Approving an **Agreement** with All City Management Services, Inc. ("ACMS"), for crossing guard services for a one (1) year term effective July 1, 2023 - June 30, 2024; and
- b. Appropriating an additional \$32,099.16 from the General Fund unallocated fund balance for the Crossing Guard Program; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[Item 6 Report 10242023.pdf](#)

7. Microsoft Enterprise License Agreement with SHI for Microsoft Office 365, a cloud-based electronic mail system

The City Council will consider: (ADMIN SVCS)

- a. Approving a Microsoft Enterprise License **Agreement** with SHI for Microsoft Office 365, a cloud-based electronic mail system, for a three-year term, in the amount of \$483,012.42, or \$161,004 annually; and
- b. Authorizing the issuance of a Purchase Order to SHI for the purchase of this 3-year Microsoft Enterprise License Agreement.

Documents:

[Item 7 Report 10242023.pdf](#)

8. Notice of Completion for the Sanitary Sewer Project, City Project No. 629-SWR

The City Council will consider: (PW)

- a. Accepting completion of construction of the Sanitary Sewer Project, City Project No. 629-SWR, constructed by Southwest Pipeline & Trenchless Corporation, effective August 16, 2023; 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 10242023.pdf](#)

Reports, Recommendations And Requests

9. (Cont. from 9/26 & 10/10) Approve Agreement with Granicus to install video and broadcast equipment and provide video production services

The City Council will consider: (ADMIN SVCS)

- a. Approving an **Agreement** with Granicus to install video and broadcast equipment in the Council Chambers in City Hall and provide video production services for a three-year term;
- b. Appropriating \$57,400 in one-time costs from the ARPA Fund and \$55,400 in on-going costs from the Public Access Fund; and
- c. Authorizing the Mayor to execute the agreement in a form acceptable to the City Attorney.

Documents:

[Item 9 Report 10242023.pdf](#)

10. Approve Grand Theft Auto Awareness Campaign and allocate funding

The City Council will consider: (PD)

- a. Approving the South Gate Police Department Grand Theft Auto Awareness Campaign; and
- b. Appropriating \$17,500 from the Asset Forfeiture Fund to fund the program.

Documents:

[Item 10 Report 10242023.pdf](#)

11. Warrant register for October 24, 2023

The City Council will consider approving the Warrants and Cancellations for October 24, 2023: (ADMIN SVCS)

Total of Checks:	\$4,978,345.77
Voids:	(\$ 945.73)
Total Payroll Deductions:	(\$ 332,554.92)
Grand Total:	\$4,644,845.12

Cancellations: 98562, 99392, 99770, 99780, 99799, 99804, 99854, 99875

Documents:

[Item 11 Report 10242023.pdf](#)

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on October 18, 2023, at 12:15 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.

CITY MANAGER'S OFFICE

OCT 18 2023
7:35 AM

City of South Gate CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 24, 2023

Originating Department: Public Works

Department Director: _____

Arturo Cervantes

City Manager: _____

Chris Jeffers

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, inclusive of a \$5,000,000 grant from Caltrans.

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. The process has been initiated with the submittal of technical documents such as the Workplan for interim measures and a Summary of Site Investigation, and the City continues to address the requirements imposed by the County.

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 are providing maintenance services of the site. The site has been 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. Preliminarily 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”). Received a proposal from the contractor and have begun negotiations.

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. To date three months of monitoring have been completed per the Phase II Workplan.
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.
7. Construction work has begun. Progress to date includes completing backfill of overflow structure at the south wetland, and substantially completing backfill of the reservoir and stockpile management. Construction work has begun adjacent to the Bandini Channel.
8. Methane gas monitoring has begun and four months of sampling have been completed. The completed sampling results are scheduled to be submitted to the LEA in January 2024. There are 16 probes throughout the 7-acre site. One probe has detected traces of methane, however, theat amount is below regulatory requirements.

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. Two primary purposes of the Project are to divert and treat storm water run-off from the Los Angeles River and provide recreation opportunities to South Gate residents.

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 total estimated cost of improvements completed to date is over \$12 million.

The Project has received the listed grants. The process has begun to enter into an agreement with Caltrans to receive an additional \$5 million for a grand total of \$30.5 million.

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, except for the requirement for the contractor to perform certain maintenance activities;

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");

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 with the submittal of technical documents such as the Workplan for interim measures and a Summary of Site Investigation, and the City continues to address the requirements imposed by 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 with the submittal of technical documents such as the Workplan for interim measures and a Summary of Site Investigation, and the City continues to address the requirements imposed by 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 Maintenance 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 24th day of **October 2023**.


CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, 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

OCT 17 2023
6:00 PM

City of South Gate CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 24, 2023**

Originating Department: **Police**

Department Director: *Darren Arakawa* City Manager: *Chris Jeffers*

Darren Arakawa

Chris Jeffers

SUBJECT: RESOLUTION APPROVING AGREEMENT NUMBER 23-APP46 WITH THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR GRANT FUNDS TO PARTICIPATE IN THE GRANT ASSISTANCE PROGRAM FOR FY 2023-24

PURPOSE: To approve Agreement Number 23-APP46 with the Department of Alcoholic Beverage Control ("ABC") which provides grant funds to participate in the Grant Assistance Program ("GAP") for Fiscal Year 2023-24.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Adopting a Resolution approving Agreement Number 23-APP46 accepting grant funds in the amount of \$34,455 from the State of California Department of Alcoholic Beverage Control to participate in the ABC GAP for ABC enforcement and compliance for Fiscal Year 2023/24;
- b. Appropriating \$34,455 in the Fiscal Year 2023-24 Budget under Fund 231 Law Enforcement Grants and increasing grant revenue by the same amount; and
- c. Authorizing the Chief of Police to execute the Grant Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund and no matching fund requirements. The total amount of the grant awarded to the City is \$34,455.

ANALYSIS: The proposed Agreement Number 23-APP46 ("Grant Agreement") was explored to allow the Police Department to participate in the GAP which provides additional fiscal resources for ABC enforcement and compliance.

BACKGROUND: The South Gate Police Department is committed to enhancing current levels of enforcement, public education and outreach regarding ABC-licensed establishments and issues associated with alcohol sales. South Gate Police Officers will work in partnership with ABC investigators to implement the objectives of the Young Adults and Alcohol Project, including sting operations, conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies inspections (IMPACT), and prevention and education programs that educate licensees how they can be part of the solution to reduce alcohol-related crimes. Additional goals include Licensee

Education on Alcohol and Drugs (LEAD) training, voluntary prevention and education programs for retail licensees and their employees, and outreach efforts to increase public awareness of ABC's rules, regulations and enforcement activities.

ATTACHMENTS: A. Proposed Resolution
B. ABC Grant Agreement

RESOLUTION NO. _____

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING AGREEMENT NUMBER 23-APP46 ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$34,455 FROM THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL TO PARTICIPATE IN THE ABC GAP FOR ABC ENFORCEMENT AND COMPLIANCE FOR FISCAL YEAR 2023/24

WHEREAS, the City of South Gate (“City”) desires to undertake the Grant Assistance Program (“GAP”) administered by the State of California Department of Alcoholic Beverage Control (“ABC”) in the amount of \$34,455 for the program term of July 1, 2023, through and including June 30, 2024;

WHEREAS, the South Gate Police Department will work in association with ABC Investigators to implement the objectives of GAP including sting operations, prevention and education programs that educate licensees on how they can be part of the solution to reduce alcohol related crimes;

WHEREAS, the grant award to the City is \$34,455, of which \$31,455 is to be used to pay overtime expenses for sworn Police Officers to be deployed for enforcement activities within the City for Fiscal Year 2023/24, and the remainder of \$3,000 will be used for operating expenses and equipment; and

WHEREAS, the City will comply with all administrative requirements of GAP to facilitate receipt of the City’s share of funds, and the City will submit all required documentation in a timely manner.

NOW, THEREFOR, 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 does hereby approve Agreement Number 23-APP46 attached hereto as Exhibit “A” accepting grant funds in the amount of \$34,455 from the State of California Department of Alcoholic Beverage Control for ABC enforcement and compliance for Fiscal Year 2023/24.

SECTION 3. The City Council does hereby authorize the Chief of Police to execute the Agreement Number 23-APP46 in a form acceptable to the City Attorney

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

PASSED, APPROVED and ADOPTED this 24th day of **October 2023**.

CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

EXHIBIT A SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
 1. The operation period of the grant is July 1, 2023 through June 30, 2024.
 2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
 3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
 4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
 5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least five (5) Minor Decoy operations.
2. Conduct at least five (5) Shoulder Tap operations, including the Statewide Shoulder Tap operation conducted by ABC.
3. Conduct at least two (2) IMPACT operations.

4. Participate in at least one (1) Community meeting.
5. Conduct at least three (3) Roll Call trainings to include TRACE program.
6. Conduct at least two (2) multi-agency task force to target disorderly locations.
7. Announce and distribute flyers to notify of LEAD classes.
8. Provide press/social media releases on grant enforcement activities.
 - A. To announce the start of the program;
 - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
 - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
9. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.
10. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

South Gate Police Department
Sam Brown, Lieutenant
8620 California Avenue
South Gate, CA 90280
(323) 816-6687
sbrown@sogate.org

Department of Alcoholic Beverage Control
Brandon Shotwell, Supervising Agent in Charge
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2329
Brandon.shotwell@abc.ca.gov

Direct all fiscal inquiries to:

South Gate Police Department
Kristopher Ryan, Director of Admin. Services
8650 California Avenue
South Gate, CA 90280
(323) 563-9523
kryan@sogate.org

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
Kristine.okino@abc.ca.gov

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (23-APP46) and must not exceed the contract total authorized amount of \$34,455.00. Invoices are to be submitted by the 15th of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
 Attn: Kristine Okino, Grant Coordinator
 3927 Lennane Drive
 Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2023.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2023 and on or before the project termination date, June 30, 2024.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.
- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
<u>Overtime</u>	
Officers, Sergeant	\$31,005.00
Benefits – 1.45%	\$450.00
TOTAL Personnel	\$31,455.00
B. Operating Expenses (receipts required)	
Buy Funds	\$500.00
TOTAL Operating	\$500.00
C. Equipment (receipts required, must be purchased by 12/31)	
Laptop	\$2,000.00
Binoculars	\$500.00
TOTAL Equipment	\$2,500.00
D. Travel Costs	
n/a	\$0.00
TOTAL Travel	\$0.00
GRANT TOTAL	\$34,455.00

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. **Disputes:** Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. **Cancellation/Termination:** This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.
3. **Contract Validity:** This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2023, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.



STATE OF CALIFORNIA
Department of Alcoholic Beverage Control
Alcohol Policing Partnership Program

PROPOSAL COVER SHEET
(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: South Gate Police Department	
2. Description of Applicant Agency: Provide your city or county jurisdiction, and include population data, and relevant demographic and socio-economic characteristics of the community. The South Gate Police Department is a full service police department providing public safety service to the City of South Gate. It consists of 82 sworn officers and 45 civilian support staff employees. The sworn personnel include a Police Chief, 2 Captains, 5 Lieutenants, 11 Sergeants, 12 Detectives, and 51 patrol officers. The South Gate Police Department is subdivided into 3 Divisions; Patrol, Administration, and Services Divisions. Each Division contains specialty assignments such as Crime Impact Team, Narcotics, Detective Bureau, SWAT, K9 and Traffic.	
3. Number of licenses in Project Area: 121	4. Tax ID: 956000827
5. Funds Requested: \$ 34,455.00	6. Project Period: July 1, 2023–June 30, 2024
7. Acceptance of Conditions: By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.	
A. Project Director Person with Day-To-Day Responsibility for the Project	B. Sheriff or Chief of Police Authorizing Official
Name: Sam Brown Address: 8620 California Ave South Gate, CA 90280 Phone: (323) 816-6687 Email Address: sbrown@sogate.org Title: Lieutenant Signature: [Signature] 10096	Name: Darren Arakawa Address: 8620 California Ave South Gate, CA 90280 Phone: (323) 563-5408 Email Address: darakawa@sogate.org Title: Chief of Police Signature: [Signature]
C. Fiscal or Accounting Official	D. ABC USE ONLY
Name: Kristopher Ryan Address: 8650 California Ave South Gate, CA 90280 Phone: (323) 563-9523 Email Address: kryan@sogate.org Title: Director of Administrative Services Signature: [Signature] 3-22-23	

SCOPE OF WORK

Summary

The South Gate Police Department is a full service police department providing public safety service to the City of South Gate. It consists of 82 sworn officers and 45 civilian support staff employees. The sworn personnel include a Police Chief, 2 Captains, 5 Lieutenants, 11 Sergeants, 12 Detectives, and 52 patrol officers. The South Gate Police Department is subdivided into 3 divisions; Patrol, Administration, and Services Divisions. Each division contains specialty assignments such as Crime Impact Team, Narcotics, Detective Bureau, SWAT, K9 and Traffic.

The City of South Gate is approximately 7.49 square miles and is located in Southeast Los Angeles County. The approximate population of South Gate is 99,537. According to US Census records the City's demographics is predominantly Hispanic 95%, White 3.5%, Asian 1 %, African American .5%, with a median household age of 30.2. The median household income is \$41,851 and has about 20.6% of its population at poverty level. There are a total of 121 licensed ABC establishments which consist of 53 on-sale 63 off-sale and 5 non retail licenses.

The South Gate Police Department is requesting the amount of \$34,455 to enforce alcohol related laws and to enhance the departments and communities education of ABC rules and regulations.

Project Personnel

The South Gate Police Department's ABC grant will operate under the direction and supervision of Lieutenant Sam Brown. Depending on the needs of the detail, the South Gate PD will utilize the specific training and experience of personnel from the Narcotics and Special Problems Unit, Crime Impact Team, Detectives, and Patrol Officers with ABC operations.

SCOPE OF WORK

Problem Statement

The City of South Gate is situated in the southeast area of Los Angeles County. The South Gate Police Department is a municipal police department that provides public safety service to a large community population which is predominately Hispanic. Serious crime involving alcohol is a major concern. The City has ongoing problems associated with ABC licensed establishments failing to check identifications, selling alcohol to minors, selling to obviously intoxicated persons and the Police Department is fighting to reduce DUI's, public intoxication, adults purchasing alcohol for minors, beer runs and house parties that serve alcohol to minors. The South Gate Police Department receives constant complaints of intoxicated adults and/or minors out in public displaying disruptive behaviors such as urinating in public or fighting. In 2022 the South Gate Police Department made 196 DUI arrests, 115 arrests for individuals who were drunk in public, and responded to a total of 93 DUI related traffic collisions.

The City of South Gate has a substantial Hispanic/ Latino community and diverse culture which is reflected in the demographics of owners and employees of ABC licensed retailers. The department strongly believes that due to the language barrier there is a lack of knowledge of ABC laws, rules and regulations and the licensee and/or their employees are not fully able to adhere to the ABC guidelines. Therefore, SGPD will conduct LEADS training in both Spanish and English, which should reduce the sales to minors and adherence to ABC guidelines, in addition increase the quality of life issues of the community. Alcohol establishments, regardless of the type, have been problematic to law enforcement, especially in communities with many establishments located within or in close proximity to residential areas. The owners and employees of these establishments are prone to sell alcohol to underage individuals because of the high demand and potential for profit.

SCOPE OF WORK

Project Description section 1 of 2

The South Gate Police Department last received an ABC grant during the 2020-2021 ABC grant period. During the time period that the department had the ABC grant it has seen a decrease in overall alcohol related crimes, it is believed that it is part due in part to the success of the ABC grant details.

The South Gate Police Department continues to respond to a high volume of calls for service related to ABC licensed establishments. These calls for service put a strain on the limited manpower resources. The vast majority of these calls for service occur during peak demand for police service and consist of general disturbances, noise complaints, assaults, and suspicious incidents as a result of intoxicated individuals. These calls predominately occur during the later hours of operation and involve as least one or more persons under the influence of alcohol. Due to frequent encounters with extremely intoxicated and belligerent patrons at the scene of these investigations, it is strongly suspected that the establishments are contributing factors to these criminal investigations possibly due to over serving alcohol and exceeding maximum occupancy of their establishments. In addition, several off-sale establishments have experienced reports of gang activity, assaults, public urination, loitering, drinking in public, noise complaints, and public drunkenness on site requiring police response.

Goals:

1. Identify and target problematic ABC licensed establishments.
2. Develop and implement a multi-agency task force concept (involving ABC, Labor Law, Health Department, code enforcement, etc.) to target disorderly locations.
3. Develop and implement an ongoing standard operating ABC enforcement procedure and training program within the agency.
4. Conduct 2 Task Force operations targeting disorderly-licensed premises.
5. Prepare a written evaluation of the existing system of transmitting arrest reports involving licensees to the ABC (as required by Section 24202 Business & Professions Code).
6. Implement a new/improved system of transmitting arrest reports by thirty days.
7. Conduct at least 5 Minor Decoy operations.
8. Conduct at least 5 Shoulder Tap operation.
9. Provide roll call training on alcohol-related issues for all sworn personnel on a regular and continual basis. This will be done monthly in conjunction with a DUI hotlist which is required by the Office of Traffic Safety.
10. Coordinate and conduct 2 IMPACT (Informed Merchants Preventing Alcohol- Related Crime Tendencies) Operations.
11. Schedule and coordinate 1 LEAD (Licensee Education on Alcohol and Drugs) Class.
12. Develop a policy and procedure to inform citizens in our community about this project and give periodic updates on the status and accomplishments of the project.
13. Issue 3 press releases regarding the grant and/or the activities conducted under the grant.

The South Gate Police Department's ABC grant will operate under the direction and supervision of Lieutenant Sam Brown. Depending on the needs of the detail, the South Gate PD will utilize the specific training and experience of personnel from the Narcotics and Special Problems Unit, Crime Impact Team, Detectives, and Patrol Officers with ABC operations.

SCOPE OF WORK

Project Description section 2 of 2

BUDGET:

Task force operations 2x (1 Sergeant, 4 Officers @ a total of \$430 an hour for 5 hours= \$2,150)=\$4,300

Minor Decoy operations 5x(1 Sergeant, 4 Officers @ a total of \$430 an hour for 5 hours= \$2,150)=
\$10,750

Shoulder Tap operation 5x(1 Sergeant, 4 Officers @ a total of \$430 an hour for 5 hours= \$2,150)=
\$10,750

IMPACT operation 2x (1 Sergeant, 4 Officers @ a total of \$430 an hour for 5 hours= \$2,150)=\$4,300

LEAD class 1x(2 officers @ a total of \$181 an hour for 5 hours= \$905)= \$905

Total cost of operations: \$31,005

Benefits @ \$20,255 @ 1.45% = \$450

Operating Expense:

Buy Fund = \$500

Equipment:

Laptop = \$2000

Binoculars = \$500

Other Funding Sources:

The South Gate Police Department participates in the Office of Traffic Safety STEP grant. With this grant the South Gate Police Department participates in DUI check points, DUI enforcement, and DUI education.

SCOPE OF WORK

Additional Information

BUDGET DETAIL WORKSHEET

A. Personnel Services

Salaries

Classification/Positions	Computation	Total Cost
1 N/A		
2		
3		
SUBTOTAL		\$ 0

Overtime

Classification/Positions	Computation	Total Cost
1 Officer Overtime		\$ 31
2		
3		
4		
5		
6		
SUBTOTAL		\$ 310,005

Benefits

Classification/Positions	Computation	Total Cost
1 Officer Medicare Benefits	1.45%	\$ 450
2		
3		
4		
5		
SUBTOTAL		\$ 450

B. Operating Expenses and Equipment

Operating Expenses*

Description	Computation	Total Cost
1 Buy Fund		\$ 500
2		
*maximum of \$2,500.00		
SUBTOTAL		\$ 500

Operating Expenses*

Description	Computation	Total Cost
1 Laptop		\$ 2,000
2 Binoculars		\$ 500
3		
*maximum of \$2,500.00		
SUBTOTAL		\$ 2,500

C. Travel Expenses *

Description	Computation	Total Cost
1		
2		
3		
4		
*APP Conference only. All travel cannot exceed current state rates.		
SUBTOTAL		\$ 0

GRANT TOTAL **\$ 313,455**

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available.

Note: Round all budget amounts to the nearest dollar—no cents.

Budget Category	Grant Funds	Other Funds	Program Total
A. Personnel Services			\$ 0
B. Operating Expense			\$ 0
C. Travel/Registration Fees			\$ 0
D. Equipment			\$ 0
TOTALS	\$ 0	\$ 0	\$ 0

This form does not become part of the contract but is **required** in the Request for Proposal package.

*Disclaimer—Please complete only if your department will contribute funds.

OCT 17 2023

10:40 AM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 24, 2023

Originating Department: Human Resources

Human Resources Director:


Jon Hamilton

City Manager:


Chris Jeffers

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO APPROVE THE UPDATE TO THE JOB CLASSIFICATION SPECIFICATION FOR THE POSITION OF CODE ENFORCEMENT SUPERVISOR IN THE DEPARTMENT OF COMMUNITY DEVELOPMENT

PURPOSE: To approve the update to the job classification specification for the position of Code Enforcement Supervisor in the Department of Community Development.

RECOMMENDED ACTION: The City Council will consider adopting a Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to approve the update to the job classification specification for the position of Code Enforcement Supervisor in the Department of Community Development.

FISCAL IMPACT: The updating of the job classification specification of the Code Enforcement Supervisor will not result in any additional impacts to the 2023/2024 Fiscal Budget.

ANALYSIS: None.

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 updates to the job classification specification for Code Enforcement Supervisor are relatively minor, but ensure that the position is aligned with the Code Enforcement Officer, the positions the Code Enforcement Supervisor oversees. Specifically, the updates include the clarification that the Code Enforcement Supervisor will plan, direct, and participate in the investigation of potential violations and enforcement of municipal codes, ordinances, standards, and health and safety regulations involving illegal uses of private property or public right-of-way. Also, the update includes the minimum qualification that the employee's last two years of recent

experience include some lead or supervisory responsibility. These changes provide better clarification to the next incumbent as to the expectations of the position as well as assists in attracting the most desired candidates for the position, which has been vacant since August 25, 2023.

Human Resources staff worked with the Department of Community Development to update the changes to the job classification specification for Code Enforcement Supervisor. Staff also corresponded with the Professional Mid-Management Association (PMMA) Board Members to meet and confer in good faith regarding these proposed changes and they agree with the updates to the job classification specification.

ATTACHMENT: Proposed Resolution (including job specification)

RESOLUTION NO. _____

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

**RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION
AND POSITION CLASSIFICATION PLAN) TO APPROVE THE UPDATE TO
THE JOB CLASSIFICATION SPECIFICATION FOR THE POSITION OF
CODE ENFORCEMENT SUPERVISOR IN THE DEPARTMENT OF
COMMUNITY DEVELOPMENT**

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

WHEREAS, the City desires to approve the updates to the job classification specification for the position of Code Enforcement Supervisor in the Department of Community Development.

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 Resolution No. 6454 (Salary Resolution and Position Classification Plan) to approve the updates to the job classification specification for the position of Code Enforcement Supervisor.

SECTION 3. The City Council hereby approves and adopts the proposed job specifications for Code Enforcement Supervisor, attached hereto as Exhibit "A."

[Remainder of page left blank intentionally.]

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

PASSED, APPROVED and ADOPTED this **24th** day of **October 2023**.

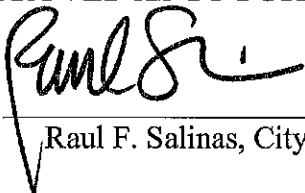
CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

City of South Gate
CLASS SPECIFICATIONS AND ATTRIBUTES

CODE ENFORCEMENT SUPERVISOR

DESCRIPTION

Under direction, supervises, coordinates, directs, evaluates and participates in the City's code enforcement activities, including investigating conditions, initiating procedures and providing educational programs to abate violations involving zoning ordinances, building codes, housing codes, public nuisances, property maintenance, abandoned vehicles, animals, license regulations and other issues relating to the health, safety and welfare of the community for public and private residential, commercial and industrial property; assists with the research, development and implementation of policies and procedures to ensure timely and accurate completion of work assignments in compliance with local and state regulations and codes; serves as a technical resource for assigned staff; performs other related duties as required.

CLASS CHARACTERISTICS

This class oversees day-to-day code enforcement activities, including complex inspections, citing violators and initiating court proceedings for compliance as it relates to abandoned vehicles, property maintenance, weed abatement, business and occupancy inspections, and signage. This classification is distinguished from the next higher classification of Building Official in that the latter administers the City's building and safety and code enforcement functions.

SUPERVISION RECEIVED

Receives direction from the Building Official, Community Development Director and/or other assigned staff.

SUPERVISION EXERCISED

Exercises direct and indirect supervision over assigned technical and support staff.

ESSENTIAL FUNCTIONS

Essential functions may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties that are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:

Supervises, plans, and schedules the work of staff responsible for providing code enforcement services.

Plans, directs, and participates in the investigation of potential violations and the enforcement of municipal codes, ordinances, standards, and health and safety regulations involving illegal uses of private property or public right-of-way; documents violations by securing photographs and other pertinent data; researches ownership records, prior complaints, municipal codes and ordinances, and state regulations to establish whether a violation has occurred.

Maintains own caseload apart from cases handled by other Code Enforcement Officers.

Assures that assigned areas of responsibility are consistent with local, State, and Federal regulations; stays current on related policies, regulations and trends.

Participates in the development of policies and procedures; develops and recommends programs and projects to higher-level personnel.

Participates in the selection and training of maintenance personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates discipline procedures as is appropriate.

Directs, coordinates, and conducts follow-up abatement procedures including the preparation of additional correspondence, site visits, and communication with property owners and attorneys; conducts follow-up investigations to ensure compliance with applicable codes and ordinances; prepares non-compliance cases for legal action; presents testimony at hearings.

Researches and evaluates new legislation relative to the assigned area of responsibility.

Answers questions and provides information to staff and the public; investigates complaints and recommends corrective action as necessary to resolve code violations and complaints.

Participates in preparing and administering the department's budget; monitors and controls expenses; prepares budget objectives and performance measures for the code enforcement program.

Verifies work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications; ensures adherence to safe work practices and procedures.

Responds to public inquiries and complaints in a courteous manner; provides information to violators, the general public, business community, and other government agencies regarding codes, laws, and ordinances; resolves complaints in an efficient and timely manner; refers complaints to other City departments for action as necessary.

Maintain absolute confidentiality of work-related issues, documents, records and materials pertaining to City employees, officials, agents and others.

Represents the City at professional meetings and conferences.

Performs the full range of Code Enforcement Officer duties.

Perform related duties as assigned.

QUALIFICATIONS

Training and Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary. A typical way to obtain the knowledge and skills would be: graduation from high school or equivalent, and two (2) years of college-level course work, AND five (5) years of increasingly responsible experience in community preservation, housing inspections, or code enforcement, including some lead or supervisory responsibility in the most recent two years.

License Requirement

Possession of a valid California Class C Driver's License, proof of insurance, and a satisfactory driving record is required at appointment and throughout employment in this position. Possession of a Penal Code (P.C.) 832 certification is required. Possession of certification as a Certified Code Enforcement Officer (CCEO) issued by the California Association of Code Enforcement Officers (CACEO) is required. Completion of supervisory training through CACEO or a similar organization is highly desirable.

Knowledge, Skills, and Abilities

Knowledge of: Operations, services and activities of a municipal code enforcement program; Principles, practices, methods and techniques of code enforcement; Principles and practices of supervision, training, discipline, and performance evaluations; Pertinent local, state and federal laws, codes, ordinances and rules; including but not limited to Uniform Housing Code, International Property Maintenance Code, California Building, Plumbing, Mechanical and Electrical Codes; Courtroom, citation, warrant, and abatement procedures; English usage, spelling, vocabulary, grammar, and punctuation; Basic budgeting methods and practices; Common word processing, spreadsheet and database management software applications; Safe driving principles and practices.

Skill and Ability to: Prepare comprehensive case documentation required for code enforcement purposes; Prepare correspondence related to code violations; Communicate clearly and effectively, both verbally and in writing; Use sound independent judgment within established policy and procedural guidelines; Interpret and explain pertinent code enforcement and related department policies and procedures; Develop and recommend policies and procedures related to assigned operations; Make oral presentations; Work the hours required to perform the duties of the job which may include working evening hours and weekends; Perform the physical aspects of field inspections; Manage sensitive and confidential issues; determine and implement appropriate courses of action in stressful situations; Establish and maintain effective working relationships with those contacted in the course of work; Respond to inquiries, complaints, and requests for service in a fair, tactful and firm manner; Ability to fluently speak, read, and write Spanish is highly desirable.

ADDITIONAL INFORMATION:**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, sit and talk or hear and may stand and drive for extended periods of time. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, bend, stoop, kneel, crouch or crawl, push and pull drawers open and closed. The employee must occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet in the office and moderately loud when outdoors. Incumbents are occasionally exposed to outside weather conditions, traffic, dust, gas, fumes and chemicals.

CODE ENFORCEMENT SUPERVISOR

Created 05/12/15

Updated 10/10/23

OCT 17 2023


2:00pm

City of South Gate
CITY COUNCIL**AGENDA BILL**For the Regular Meeting of: **October 24, 2023**Originating Department: **Human Resources**

Human Resources Director:


Jan Hamilton

City Manager:


Chris Jeffers

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO APPROVE THE RETITLING OF THE TRANSPORTATION SUPERVISOR POSITION IN THE PARKS AND RECREATION DEPARTMENT TO THE TRANSPORTATION PLANNING MANAGER, APPROVE THE UPDATED CLASSIFICATION SPECIFICATION FOR THE POSITION OF TRANSPORTATION PLANNING MANAGER, AND APPROVE THE UPDATED TO THE SALARY RANGE FOR THE TRANSPORTATION PLANNING MANAGER TO THE CONSOLIDATED PAY TABLE

PURPOSE: To retitle the Transportation Supervisor position in the Parks and Recreation Department to Transportation Planning Manager, update the classification specification for the Transportation Planning Manager, and update the salary range for the Transportation Planning Manager on the City's Consolidated Pay Table.

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

- 1) Retitle the Transportation Supervisor position in the Parks and Recreation Department to Transportation Planning Manager;
- 2) Update the classification specification for the position of Transportation Planning Manager; and
- 3) Update the salary range for the Transportation Planning Manager on the City's Consolidated Pay Table.

FISCAL IMPACT: Approving the job classification specification for the Transportation Planning Manager will cause an increase of approximately \$2,500 annually. No additional appropriations are needed for Fiscal Year 2023/24 due to salary savings from this position being vacant.

ANALYSIS: None.

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 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 City has been recruiting continuously for the position of Transportation Supervisor position, initially created in March 2022, and it has not been able to fill the position with a viable candidate. As a result, the City engaged with MRG Consultants to evaluate the position and determine whether the position was fairly priced. As a result of working with MRG, it was determined that the position title should be changed to more accurately reflect the type of work the incumbent would perform and to adjust the pay slightly higher. Additionally, some updates were also made to the job classification specification to ensure the expectations of the position were clearly communicated and articulated. Additionally, a salary survey revealed that the position should be compensated slightly higher than its current offering, or from a Pay Grade 617 (\$7,220 to \$8,776 per month) to Pay Grade 619 (\$7,361 to \$8,947 per month).

The Transportation Planning Manager will provide highly professional and analytical work in the development, administration, planning, and evaluation of a wide range of transportation programs and community activities. To accomplish these duties, the incumbent will be skilled in grant writing and be highly competent in the review, planning, and designing of transportation and transportation-related projects. The Transportation Planning Manager will interact with various County, State, and Federal agencies regarding transportation issues within the City. The incumbent will also be responsible for the supervision of staff and performing duties in support of the Department of Parks and Recreation.

Human Resources staff worked with the Department of Parks and Recreation to update the changes to the job classification specification for Transportation Planning Manager. Staff also corresponded with the Professional Mid-Management Association (PMMA) Board Members to meet and confer in good faith regarding these proposed changes, and they agree with the updates to the job classification specification.

ATTACHMENT: Proposed Resolution (including job specification and Consolidated Salary Schedule)

RESOLUTION NO. _____

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

RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO APPROVE THE RETITLING OF THE TRANSPORTATION SUPERVISOR POSITION IN THE PARKS AND RECREATION DEPARTMENT TO THE TRANSPORTATION PLANNING MANAGER, APPROVE THE UPDATED CLASSIFICATION SPECIFICATION FOR THE POSITION OF TRANSPORTATION PLANNING MANAGER, AND APPROVE THE UPDATE TO THE SALARY RANGE FOR THE TRANSPORTATION PLANNING MANAGER TO THE CONSOLIDATED PAY TABLE

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

WHEREAS, the City desires to retitle the Transportation Supervisor in the Parks & Recreation Department to Transportation Planning Manager;

WHEREAS, the City desires to approve the updates to the job classification specification for the position of Transportation Planning Manager;

WHEREAS, the City desires to approve the adjustment of the salary pay table to add the respective salary range and the salary pay table for the Transportation Planning Manager; and

WHEREAS, the Professional Mid-Management Association is in agreement with the retitling of the Transportation Supervisor to Transportation Planning Manager, the update to the job classification specification for Transportation Planning Manager, and the salary range for the Transportation Planning Manager.

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 does hereby approve the retitling of the Transportation Supervisor in the Parks and Recreation Department to Transportation Planning Manager.

SECTION 3. The City Council hereby approves and adopts the proposed amendments to Resolution No. 6454 (Salary Resolution and Position Classification Plan) to approve the updates to the job classification specification for the position of Transportation Planning Manager.

SECTION 4. The City Council hereby approves and adopts the proposed job specifications for Transportation Planning Manager, attached hereto as Exhibit "A."

SECTION 5. The City Council hereby does approve and adopt the proposed Consolidated Pay Table attached hereto as Exhibit "B."

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

PASSED, APPROVED and ADOPTED this 24th day of **October 2023**.

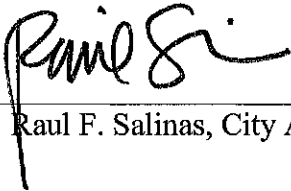
CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

City of South Gate
CLASS SPECIFICATIONS AND ATTRIBUTES

TRANSPORTATION PLANNING MANAGER

DESCRIPTION

Under direction of the Director of Parks and Recreation or the Deputy of Director of Parks and Recreation, provides highly responsible professional and analytical work in the development, administration, planning, and evaluation of a wide range of transportation programs and community activities; writes grants; reviews, plans, and designs transportation projects; interacts with County/State/Federal agencies regarding transportation issues within the City; supervises staff; and performs related transportation duties and duties in support of the Department of Parks and Recreation as required

CLASS CHARACTERISTICS

The Transportation Planning Manager position is an advanced, mid-management classification. This class is distinguished from the Management Analyst by the performance of independent and complex tasks and duties. Positions at this level are generally assigned responsibility for the management and administration of significant programs, projects, functions, and/or service areas and incumbents at this level are to independently perform the difficult and responsible financial, systems, statistical, programmatic, management, and/or other administrative analyses in providing highly responsible staff support to the Department of Park and Recreation. This position has the responsibility for the management of assigned areas, preparation of a division-level budget, oversight of assigned staff, coordination of transportation infrastructure, and supervision of community service activities. Assignments are typically received in broad, outline form, and incumbents are expected to act independently in developing applicable resources and information.

SUPERVISION RECEIVED

Works under the supervision of the Director of Parks and Recreation or Deputy Director of Parks and Recreation.

SUPERVISION EXERCISED

Supervises recreation coordinators, recreation specialists, transportation staff, part-time recreation staff, seasonal employees, and volunteers, as assigned.

ESSENTIAL FUNCTIONS

Essential functions may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. Essential duties and responsibilities may include, but are not limited to, the following:

Under direction of the Parks and Recreation Department, provides support on complex matters such as administration, budget, staffing, contract procurement, regulatory policies, policy development, strategic planning, operational audits, standard operating procedures, public outreach material and grants. Prepares detailed and comprehensive written reports and studies, staff reports, presentations, resolutions, ordinances, contracts, memorandums and correspondence as required.

Supports management to organize and plan for the staffing needs such as developing job specification, coordinating recruitments, overseeing certification and performance evaluation status, coordinating claims, and compliance with Human Resources Programs.

Provides oversight and support on contract procurement, such as, preparing Requests for Proposals and administering and participating in consultant selection process; contract development and financial analysis;

TRANSPORTATION PLANNING MANAGER (CONT.)

establishing protocols for contract expenditures; and administering professional or maintenance services contracts as assigned.

Conducts audits to assess performance of the Parks and Recreation Department in meeting goals for level of service, financial and budgetary, staffing, programs compliance and reporting. Evaluates and streamlines processes. Reviews and provides recommendations to improve departmental operating efficiencies.

Organizes and supervises City transit related activities; identifies and implements procedures to improve transit service effectiveness and efficiency.

Develop, write and submit grants to various agencies and non-profits related to the City's transportation goals.

Participates in City, other governmental and community meetings related to transit operations; conducts transit program/activities with community and school groups; communicates plans, policies and procedures to various groups and the general public.

Oversees city contracts regarding transportation; directs city transportation services.

May be assigned to represent the City at various local, regional and other governmental transportation entities.

Prepares promotional materials and engages in publicity activities to increase awareness and ridership on transit systems.

Manages transit and ridership data collection; compiles information and prepares transit program activities reports; maintains related records.

Implements regulatory and program changes; advises City staff, contractors and community groups and assists with modifications to procedures and policies, as needed.

Develops project and program budgets and planning documents for projects. Resolves availability and quality of service problems; and analyzes or assesses service needs.

Performs a variety of miscellaneous duties such as answering phones, typing correspondence, and other duties needed to assist the department.

QUALIFICATIONS

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary. A typical way of obtaining the knowledge and abilities would be:

Education and Experience

Bachelor's degree in urban and regional planning, transportation planning, economics, political science, business/public administration, or closely related field. Five years of professional experience that includes policy analysis, program development and implementation tasks relating to multi-modal transportation planning, bicycle/pedestrian safety and federal, state, and local reporting and grant writing. Two years of supervisory experience is highly desirable.

License Requirement

Possession of a valid California Class C driver's license and a satisfactory driving record is required throughout employment in this position. English/Spanish bilingual skills are highly desirable.

Knowledge, Skills and Abilities

TRANSPORTATION PLANNING MANAGER (CONT.)

Knowledge of: the principles, practices and trends of public or business administration; research, statistical analysis, and report preparation; financial and statistical analysis and research techniques; organization and functions of the Parks and Recreation Department and municipal government overall; principles of accounting and auditing; evaluation techniques and organizational principles; applicable federal, state and local laws, codes, and regulations; methods and procedures of budget preparation; knowledge of maintenance management systems and services request systems; knowledge of public funds and grant programs; modern office practices, procedures and equipment, including word processing and computer applications (Word, Microsoft Outlook, Excel, PowerPoint, etc.); theories, principles, and practices of transportation planning; rules and regulations of federal, state and local transit requirements; public relations and marketing techniques; methods for identifying community needs; principles and practices of customer service and public contact; principles of supervision, training, and performance evaluation; first aid methods and safety practices related to transportation program planning and evaluation.

Skill and Ability to: plan, organize, promote, and implement transportation programs, and grants; analyze, interpret, and explain department policies and procedures; exercise sound judgment; deal constructively with conflict and develop effective resolutions; supervise assigned staff; meet the public in situations requiring diplomacy and tact; perform specialized administrative tasks; conduct research, perform analysis, and prepare and present reports of findings; work independently; interpret and apply related laws, ordinance, and policies; follow oral and written directions; evaluate the work of others; use computer and related software; communicate effectively both orally and in writing; and establish and maintain effective working relationships with others.

Efficient oral and written communication. Research, interpret, apply, and explain rules, regulations, policies and procedures related to assigned work function. Strong analytical, financial and collaborative skills. Ability to clearly communicate complex information.

ADDITIONAL INFORMATION:

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, sit, and talk or hear. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. While performing the duties of this job, the employee frequently works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals. The noise level in the work environment is usually quiet while in the office, and moderately loud when in the field. Incumbents are not substantially exposed to adverse environmental conditions.

TRANSPORTATION PLANNING MANAGER
Created, 10/24/2023

Consolidated Salary Schedule
Full-Time Classifications (Monthly \$*)
Effective 10-24-2023

Grade	Unit	FLSA	Position Title	Sub-step	Step A	Step B	Step C	Step D	Step E
614	PMMA	NE	ACCOUNTANT		6,708	7,044	7,396	7,766	8,154
601	PMMA	NE	ADMINISTRATIVE ASSISTANT		5,333	5,599	5,879	6,173	6,482
610	PMMA	NE	ADMINISTRATIVE SERVICES COORDINATOR		6,362	6,680	7,014	7,365	7,733
512	MEA	NE	AQUATICS COORDINATOR		4,332	4,548	4,776	5,014	5,265
711	TOP	E	ASSISTANT CITY MANAGER/DIRECTOR OF PUBLIC WORKS		14,840	15,582	16,361	17,179	18,038
615	PMMA	NE	ASSISTANT ENGINEER		6,751	7,088	7,443	7,815	8,206
601	PMMA	NE	ASSISTANT PLANNER		5,333	5,599	5,879	6,173	6,482
622	PMMA	NE	ASSOCIATE ENGINEER		7,743	8,130	8,537	8,964	9,412
610	PMMA	NE	BUDGET & PAYROLL ANALYST		6,362	6,680	7,014	7,365	7,733
551	MEA	NE	BUILDING INSPECTOR		5,981	6,280	6,594	6,924	7,270
650	DMA	E	BUILDING OFFICIAL		10,471	10,994	11,544	12,121	12,727
510	MEA	NE	BUSINESS LICENSE CLERK		4,237	4,448	4,671	4,904	5,150
541	MEA	NE	BUSINESS LICENSE INSPECTOR		5,332	5,599	5,879	6,173	6,482
800	Elected	E	CITY CLERK		7,710	-	-	-	-
999	Elected	NE	CITY COUNCIL MEMBER		650	-	-	-	-
500	MEA	NE	CITY HALL RECEPTIONIST		3,563	3,741	3,928	4,124	4,331
701	TOP	E	CITY MANAGER		22,147	23,254	24,417	25,638	-
633	PMMA	E	CITY TRAFFIC ENGINEER		10,637	11,169	11,727	12,314	12,929
999	Elected	NE	CITY TREASURER		650	-	-	-	-
511	MEA	NE	CIVILIAN CUSTODY OFFICER		4,296	4,511	4,736	4,973	5,222
541	MEA	NE	CODE ENFORCEMENT OFFICER		5,332	5,599	5,879	6,173	6,482
615	PMMA	E	CODE ENFORCEMENT SUPERVISOR		6,751	7,088	7,443	7,815	8,206
504	MEA	NE	COMMUNITY DEVELOPMENT TECHNICIAN I		3,918	4,114	4,320	4,536	4,763
518	MEA	NE	COMMUNITY DEVELOPMENT TECHNICIAN II		4,505	4,730	4,967	5,215	5,476
537	MEA	NE	COMMUNITY DEVELOPMENT TECHNICIAN III		5,191	5,451	5,723	6,010	6,310
610	PMMA	NE	COMMUNITY ENGAGEMENT MGT. ANALYST		6,362	6,680	7,014	7,365	7,733
511	MEA	NE	COMMUNITY SERVICES OFFICER		4,296	4,511	4,736	4,973	5,222
516	MEA	NE	COURT LIAISON OFFICER		4,440	4,662	4,895	5,140	5,397
612	PMMA	NE	CRIME ANALYST		6,440	6,762	7,100	7,455	7,827
513	MEA	NE	CRIME PREVENTION SPECIALIST		4,371	4,589	4,819	5,060	5,312
632	PMMA	NE	CRIME SCENE FORENSIC SPECIALIST		7,213	7,574	7,952	8,350	8,767
510	MEA	NE	CUSTOMER SERVICE REPRESENTATIVE		4,237	4,448	4,671	4,904	5,150
659	DMA	E	DEPUTY CITY ENGINEER		12,287	12,901	13,546	14,223	14,934
650	DMA	E	DEPUTY DIRECTOR OF ADMIN SERV/FINANCE		10,471	10,994	11,544	12,121	12,727
650	DMA	E	DEPUTY DIRECTOR OF HUMAN RESOURCES		10,471	10,994	11,544	12,121	12,727
655	DMA	E	DEPUTY DIRECTOR OF PARKS & RECREATION		9,293	9,758	10,246	10,758	11,296
714	EXEC	E	DEPUTY DIRECTOR OF PUBLIC WORKS-FIELD OPERATIONS		12,287	12,901	13,546	14,223	14,934
704	EXEC	E	DIRECTOR OF ADMINISTRATIVE SERVICES		14,840	15,582	16,361	17,179	18,038
703	EXEC	E	DIRECTOR OF COMMUNITY DEVELOPMENT		14,383	15,102	15,858	16,650	17,483
705	EXEC	E	DIRECTOR OF HUMAN RESOURCES		14,625	15,356	16,124	16,930	17,777
708	TOP	E	DIRECTOR OF PARKS & RECREATION		12,934	13,580	14,259	14,972	15,721
710	EXEC	E	DIRECTOR OF PUBLIC WORKS/CITY ENGINEER		14,840	15,582	16,361	17,179	18,038
650	DMA	E	ECONOMIC DEVELOPMENT MANAGER		10,471	10,994	11,544	12,121	12,727
602	PMMA	E	ECONOMIC DEVELOPMENT SPECIALIST		5,463	5,736	6,023	6,324	6,641
629	PMMA	E	ELECTRIC & GEN MAINT SUPERINTENDENT		9,200	9,660	10,143	10,650	11,183
565	MEA	NE	ELECTRICAL SUPERVISOR		7,244	7,606	7,986	8,386	8,805
520	MEA	NE	ELECTRICIAN I		4,677	4,911	5,156	5,414	5,685
540	MEA	NE	ELECTRICIAN II		5,311	5,577	5,856	6,149	6,456
550	MEA	NE	ENGINEERING TECHNICIAN		5,928	6,225	6,536	6,863	7,206
626	PMMA	E	EQUIPMENT MAINTENANCE SUPERINTENDENT		8,140	8,547	8,974	9,423	9,894
533	MEA	NE	EQUIPMENT MECHANIC		5,030	5,281	5,545	5,823	6,114
535	MEA	NE	EQUIPMENT OPERATOR		5,162	5,420	5,691	5,976	6,275
554	MEA	NE	EQUIPMENT SUPERVISOR		6,451	6,774	7,112	7,468	7,841
851	PMMA	NE	EXECUTIVE ASSISTANT		6,546	6,874	7,217	7,578	7,957
851	PMMA	NE	EXECUTIVE ASSISTANT TO CITY ATTORNEY		6,546	6,874	7,217	7,578	7,957
851	PMMA	NE	EXECUTIVE ASSISTANT TO CITY MANAGER		6,546	6,874	7,217	7,578	7,957
851	PMMA	NE	EXECUTIVE ASSISTANT TO POLICE CHIEF		6,546	6,874	7,217	7,578	7,957
545	MEA	NE	FACILITIES MAINTENANCE LEAD TECHNICIAN		5,573	5,851	6,144	6,451	6,773
542	MEA	NE	FACILITIES MAINTENANCE SPECIALIST		5,449	5,721	6,007	6,307	6,623
506	MEA	NE	FACILITIES MAINTENANCE TECHNICIAN I		4,026	4,228	4,439	4,661	4,894

Consolidated Salary Schedule

Grade	Unit	FLSA	Position Title	Sub-step	Step A	Step B	Step C	Step D	Step E
516	MEA	NE	FACILITIES MAINTENANCE TECHNICIAN II		4,440	4,662	4,895	5,140	5,397
632	PMMA	NE	FAMILY VIOLENCE PROGRAM COORDINATOR		7,213	7,574	7,952	8,350	8,767
708	TOP	E	FIELD OPERATIONS MANAGER		10,861	11,404	11,975	12,573	13,202
555	MEA	NE	GENERAL MAINTENANCE FOREMAN		6,529	6,856	7,198	7,558	7,936
545	MEA	NE	GRAFFITI LEAD WORKER		5,573	5,851	6,144	6,451	6,773
502	MEA	NE	GRAFFITI REMOVAL WORKER		3,828	4,019	4,220	4,431	4,653
559	MEA	NE	GROUND MAINTENANCE SUPERVISOR		5,874	6,167	6,476	6,799	7,139
506	MEA	NE	GROUND MAINTENANCE WORKER		4,026	4,228	4,439	4,661	4,894
606	PMMA	NE	HOUSING & GRANTS ANALYST		5,680	5,943	6,240	6,552	6,879
713	EXEC	E	HOUSING MANAGER		9,757	10,245	10,757	11,295	11,860
539	MEA	NE	HOUSING SPECIALIST		5,281	5,545	5,823	6,114	6,419
610	PMMA	NE	HUMAN RESOURCES ANALYST		6,362	6,680	7,014	7,365	7,733
541	MEA	NE	HUMAN RESOURCES TECHNICIAN		5,332	5,599	5,879	6,173	6,482
625	PMMA	NE	INFORMATION SYSTEMS ADMINISTRATOR		7,879	8,273	8,687	9,121	9,577
610	PMMA	NE	INFORMATION SYSTEMS ANALYST		6,362	6,680	7,014	7,365	7,733
511	MEA	NE	INFORMATION SYSTEMS TECHNICIAN		4,296	4,511	4,736	4,973	5,222
510	MEA	NE	INTERMEDIATE ACCOUNT CLERK - Acct		4,237	4,448	4,671	4,904	5,150
510	MEA	NE	INTERMEDIATE ACCOUNT CLERK - POLICE		4,237	4,448	4,671	4,904	5,150
505	MEA	NE	INTERMEDIATE TYPIST CLERK (PARKS)		4,013	4,213	4,424	4,645	4,877
553	MEA	NE	JOURNEY ELECTRICIAN		6,311	6,626	6,957	7,305	7,670
556	MEA	NE	LEAD ELECTRICIAN		6,727	7,064	7,417	7,788	8,177
610	PMMA	NE	MANAGEMENT ANALYST		6,362	6,680	7,014	7,365	7,733
601	PMMA	NE	MANAGEMENT ASSISTANT		5,333	5,599	5,879	6,173	6,482
616	PMMA	E	MARKETING & COMMUNITY ENGAGEMENT MANAGER		6,839	7,181	7,540	7,917	8,313
505	MEA	NE	OFFICE ASSISTANT-GENERAL		4,013	4,213	4,424	4,645	4,877
505	MEA	NE	OFFICE ASSISTANT-HR		4,013	4,213	4,424	4,645	4,877
505	MEA	NE	OFFICE ASSISTANT-POLICE		4,013	4,213	4,424	4,645	4,877
522	MEA	NE	PARK FACILITIES MAINTENANCE LEAD		4,748	4,985	5,234	5,496	5,771
559	MEA	NE	PARK FACILITIES MAINTENANCE SUPERVISOR		5,874	6,167	6,476	6,799	7,139
506	MEA	NE	PARK FACILITIES MAINTENANCE WORKER		4,026	4,228	4,439	4,661	4,894
519	MEA	NE	PARKS EQUIPMENT MECHANIC		4,620	4,850	5,093	5,348	5,615
656	DMA	E	PARKS SUPERINTENDENT		8,896	9,341	9,808	10,298	10,813
523	MEA	NE	PAYROLL TECHNICIAN		4,751	4,989	5,238	5,500	5,775
36	PMA	E	POLICE CAPTAIN		16,922	-	-	-	-
37	PMA	E	POLICE CAPTAIN-IN-CHARGE		16,922	-	-	-	-
702	EXEC	E	POLICE CHIEF		17,445	18,317	19,233	20,194	21,204
524	MEA	NE	POLICE DISPATCHER		4,756	4,994	5,244	5,506	5,781
35	PMA	E	POLICE LIEUTENANT		14,841	-	-	-	-
28	POA	NE	POLICE OFFICER	7,026	7,377	7,746	8,133	8,540	8,967
517	MEA	NE	POLICE PROPERTY SPECIALIST		4,480	4,704	4,939	5,186	5,445
617	PMMA	E	POLICE RECORDS MANAGER		7,220	7,581	7,961	8,359	8,776
508	MEA	NE	POLICE RECORDS SPECIALIST		4,167	4,375	4,594	4,824	5,065
531	MEA	NE	POLICE RECRUIT		4,976	5,225	5,486	5,761	6,049
31	PMA	NE	POLICE SERGEANT		12,794	-	-	-	-
634	PMMA	E	PRINCIPAL CIVIL ENGINEER		10,941	11,488	12,062	12,665	13,298
619	PMMA	NE	PUBLIC WORKS SENIOR MANAGEMENT ANALYST		7,361	7,729	8,115	8,521	8,947
527	MEA	NE	PURCHASING CLERK		4,849	5,092	5,347	5,614	5,895
613	PMMA	NE	PURCHASING SUPERVISOR		6,641	6,973	7,321	7,687	8,072
526	MEA	NE	RECORDS COORDINATOR		4,836	5,077	5,331	5,598	5,878
541	MEA	NE	RECORDS MANAGEMENT TECHNICIAN - POLICE		5,332	5,599	5,879	6,173	6,482
512	MEA	NE	RECREATION COORDINATOR		4,332	4,548	4,776	5,014	5,265
512	MEA	NE	RECREATION MARKETING COORDINATOR		4,332	4,548	4,776	5,014	5,265
566	MEA	NE	RECREATION SPECIALIST		3,462	3,635	3,817	4,008	4,208
609	PMMA	E	RECREATION SUPERVISOR		6,278	6,591	6,921	7,267	7,630
629	PMMA	E	REVENUE MANAGER		9,200	9,660	10,143	10,650	11,183
712	EXEC	E	RISK MANAGER		10,861	11,404	11,975	12,573	13,202
521	MEA	NE	SECRETARY		4,740	4,977	5,226	5,487	5,761
621	PMMA	E	SENIOR ACCOUNTANT		7,578	7,957	8,355	8,773	9,211
619	PMMA	NE	SENIOR ADMINISTRATIVE ANALYST		7,361	7,729	8,115	8,521	8,947
567	MEA	NE	SENIOR BUILDING INSPECTOR		6,579	6,908	7,253	7,616	7,997
631	PMMA	E	SENIOR CIVIL ENGINEER		10,130	10,637	11,169	11,727	12,314
559	MEA	NE	SENIOR CODE ENFORCEMENT OFFICER		5,874	6,167	6,476	6,799	7,139
544	MEA	NE	SENIOR COMMUNITY DEVELOPMENT TECHNICIAN		5,558	5,836	6,128	6,435	6,756

Consolidated Salary Schedule

Grade	Unit	FLSA	Position Title	Sub-step	Step A	Step B	Step C	Step D	Step E
623	PMMA	E	SENIOR ECONOMIC DEVELOPMENT SPECIALIST		7,801	8,191	8,601	9,031	9,482
628	PMMA	E	SENIOR ENGINEER		8,896	9,341	9,808	10,299	10,814
546	MEA	NE	SENIOR EQUIPMENT MECHANIC		5,644	5,926	6,222	6,533	6,860
626	PMMA	E	SENIOR FINANCIAL ANALYST		8,140	8,547	8,974	9,423	9,894
522	MEA	NE	SENIOR GROUNDS MAINTENANCE WORKER		4,748	4,985	5,234	5,496	5,771
546	MEA	NE	SENIOR PARK EQUIPMENT MECHANIC		5,644	5,926	6,222	6,533	6,860
623	PMMA	E	SENIOR PLANNER		7,801	8,191	8,601	9,031	9,482
534	MEA	NE	SENIOR SECRETARY		5,079	5,333	5,599	5,879	6,173
509	MEA	NE	SENIOR TYPIST CLERK		4,195	4,404	4,624	4,856	5,098
520	MEA	NE	SEWER MAINTENANCE WORKER I		4,677	4,911	5,156	5,414	5,685
547	MEA	NE	SEWER MAINTENANCE WORKER II		5,106	5,361	5,630	5,911	6,207
629	PMMA	E	STREET & SEWER SUPERINTENDENT		9,200	9,660	10,143	10,650	11,183
554	MEA	NE	STREET FOREMAN		6,451	6,774	7,112	7,468	7,841
545	MEA	NE	STREET LEAD WORKER		5,573	5,851	6,144	6,451	6,773
516	MEA	NE	STREET MAINTENANCE WORKER		4,440	4,662	4,895	5,140	5,397
624	PMMA	NE	TECHNICAL SERVICES MANAGER		7,879	8,273	8,687	9,121	9,577
635	PMMA	E	TRAINING MANAGER		7,731	8,117	8,523	8,949	9,397
619	PMMA	E	TRANSPORTATION PLANNING MANAGER		7,361	7,729	8,115	8,521	8,947
500	MEA	NE	TYPIST CLERK		3,563	3,741	3,928	4,124	4,331
557	MEA	NE	WATER DISTRIBUTION FOREMAN		6,965	7,313	7,679	8,063	8,466
515	MEA	NE	WATER DISTRIBUTION OPERATOR I		4,412	4,633	4,865	5,108	5,363
532	MEA	NE	WATER DISTRIBUTION OPERATOR II		5,027	5,278	5,542	5,819	6,110
543	MEA	NE	WATER DISTRIBUTION OPERATOR III		5,456	5,729	6,015	6,316	6,632
630	PMMA	E	WATER DIVISION MANAGER		10,316	10,832	11,374	11,943	12,540
552	MEA	NE	WATER LEAD WORKER		6,015	6,316	6,632	6,963	7,311
507	MEA	NE	WATER METER READER I		4,159	4,367	4,585	4,814	5,055
514	MEA	NE	WATER METER READER II		4,389	4,609	4,839	5,081	5,335
557	MEA	NE	WATER OPERATIONS FOREMAN		6,965	7,313	7,679	8,063	8,466
525	MEA	NE	WATER PUMP OPERATOR I		4,800	5,040	5,292	5,556	5,834
548	MEA	NE	WATER PUMP OPERATOR II		5,737	6,024	6,325	6,641	6,974
558	MEA	NE	WATER QUALITY & SYSTEM LEAD OPERATOR		6,316	6,632	6,963	7,311	7,677
520	MEA	NE	WATER SERVICE REPRESENTATIVE I		4,677	4,911	5,156	5,414	5,685
538	MEA	NE	WATER SERVICE REPRESENTATIVE II		5,233	5,495	5,769	6,058	6,361

Consolidated Salary Schedule
Consolidated Salary Schedule
Unclassified Hourly Classifications (Hourly \$)
Effective 10-10-2023

Grade	Unit	FLSA	Hourly Position	Step A	Step B	Step C	Step D	Step E
900	Hrly	NE	Administrative Aide	\$24.37	\$25.59	\$26.87	\$28.21	\$29.62
901	Hrly	NE	Business License Inspector	\$30.76	\$32.30	\$33.92	\$35.61	\$37.39
922	Hrly	NE	City Hall Receptionist	\$20.55	\$21.58	\$22.66	\$23.79	\$24.98
902	Hrly	NE	Clerical Assistant I	\$20.22	\$21.23	\$22.29	\$23.41	\$24.58
903	Hrly	NE	Clerical Assistant II	\$21.89	\$22.98	\$24.13	\$25.34	\$26.61
904	Hrly	NE	Clerical Assistant III	\$24.93	\$26.18	\$27.49	\$28.86	\$30.30
923	Hrly	NE	Code Enforcement Officer	\$30.76	\$32.30	\$33.92	\$35.61	\$37.39
905	Hrly	NE	Community Development Intern	\$25.51	\$26.79	\$28.12	\$29.53	\$31.01
924	Hrly	NE	Community Development Technician II	\$25.99	\$27.29	\$28.65	\$30.09	\$31.59
925	Hrly	NE	Community Services Officer	\$24.79	\$26.02	\$27.33	\$28.69	\$30.13
925	Hrly	NE	Community Services Officer/Park Ranger	\$24.79	\$26.02	\$27.33	\$28.69	\$30.13
906	Hrly	NE	Computer Information Systems (CIS) Aide	\$24.19	\$25.40	\$26.67	\$28.00	\$29.40
907	Hrly	NE	Computer Information Systems (CIS) Aide - Police	\$24.19	\$25.40	\$26.67	\$28.00	\$29.40
908	Hrly	NE	Court Officer	\$25.59	\$26.87	\$28.21	\$29.62	\$31.10
926	Hrly	NE	Customer Service Representative	\$24.44	\$25.66	\$26.95	\$28.29	\$29.71
927	Hrly	NE	Electrician I	\$26.98	\$28.33	\$29.75	\$31.24	\$32.80
928	Hrly	NE	Electrician II	\$30.64	\$32.17	\$33.78	\$35.47	\$37.25
909	Hrly	NE	Engineering Aide	\$25.51	\$26.79	\$28.12	\$29.53	\$31.01
929	Hrly	NE	Equipment Mechanic	\$29.02	\$30.47	\$31.99	\$33.59	\$35.27
910	Hrly	NE	Family Violence Prevention Specialist	\$34.68	\$36.41	\$38.23	\$40.15	\$42.15
930	Hrly	NE	Grounds Maintenance Worker	\$23.23	\$24.39	\$25.61	\$26.89	\$28.23
931	Hrly	NE	Housing Specialist	\$30.47	\$31.99	\$33.59	\$35.27	\$37.03
932	Hrly	NE	Intermediate Account Clerk	\$24.44	\$25.66	\$26.95	\$28.29	\$29.71
933	Hrly	NE	Intermediate Typist Clerk/Office Assistant	\$23.15	\$24.31	\$25.52	\$26.80	\$28.14
911	Hrly	NE	Intern	\$15.50	\$16.28	\$17.09	\$17.94	\$18.84
993	Hrly	NE	Lifeguard	\$17.05	\$17.90	\$18.80	\$19.74	\$20.72
912	Hrly	NE	Maintenance Helper	\$21.89	\$22.98	\$24.13	\$25.34	\$26.61
913	Hrly	NE	Maintenance Service Worker	\$27.91	\$29.31	\$30.77	\$32.31	\$33.92
914	Hrly	NE	Mechanic Helper	\$21.89	\$22.98	\$24.13	\$25.34	\$26.61
915	Hrly	NE	Outdoor Power Equipment Mechanic	\$31.64	\$33.22	\$34.88	\$36.63	\$38.46
934	Hrly	NE	Park Facilities Maintenance Worker	\$23.23	\$24.39	\$25.61	\$26.89	\$28.23
916	Hrly	NE	Police Cadet	\$27.01	\$28.36	\$29.78	\$31.27	\$32.83
917	Hrly	NE	Police Custodian of Records	\$29.48	\$30.95	\$32.50	\$34.13	\$35.83
936	Hrly	NE	Police Officer	\$42.56	\$44.69	\$46.92	\$49.27	\$51.73
935	Hrly	NE	Police Records Specialist	\$24.04	\$25.24	\$26.50	\$27.83	\$29.22
918	Hrly	NE	Police Vehicle Service Attendant	\$19.49	\$20.46	\$21.49	\$22.56	\$23.69
919	Hrly	NE	Program Assistant	\$27.01	\$28.36	\$29.78	\$31.27	\$32.83
920	Hrly	NE	Public Safety Officer	\$22.63	\$23.76	\$24.95	\$26.20	\$27.51
939	Hrly	NE	Recreation Coordinator	\$24.99	\$26.24	\$27.55	\$28.93	\$30.38
997	Hrly	NE	Recreation Leader I (Rec Aide, Maint Aide I, Tutor Assistant)	\$15.50	\$16.28	\$17.09	\$17.94	\$18.84
996	Hrly	NE	Recreation Leader II (Rec Attendant, Maint Aide II, Tutor)	\$17.05	\$17.90	\$18.80	\$19.74	\$20.72
995	Hrly	NE	Recreation Leader III (Cashier, Golf Starter)	\$18.76	\$19.70	\$20.68	\$21.72	\$22.80

Consolidated Salary Schedule

Grade	Unit	FLSA	Hourly Position	Step A	Step B	Step C	Step D	Step E
994	Hrly	NE	Recreation Leader IV (Recreation Leader, Sr. Golf Starter)	\$20.63	\$21.66	\$22.74	\$23.88	\$25.08
937	Hrly	NE	Recreation Specialist	\$19.97	\$20.97	\$22.02	\$23.12	\$24.28
921	Hrly	NE	Research Aide	\$19.41	\$20.38	\$21.40	\$22.47	\$23.59
938	Hrly	NE	Secretary	\$27.35	\$28.71	\$30.15	\$31.66	\$33.24
992	Hrly	NE	Senior Lifeguard	\$20.63	\$21.66	\$22.74	\$23.88	\$25.08
998	Hrly	NE	Student Worker	\$15.50	\$16.28	\$17.09	\$17.94	\$18.84
995	Hrly	NE	Swim Instructor	\$18.76	\$19.70	\$20.68	\$21.72	\$22.80
922	Hrly	NE	Typist Clerk	\$20.55	\$21.58	\$22.66	\$23.79	\$24.98

Definitions

UNIT: Bargaining Unit

DMA Division Management Association (Unclassified) - Pay Plan Category F

Elected Unclassified Elected Officials - Pay Plan Category A

EXEC Executive Management Employees (Unclassified) - Pay Plan Category E

MEA Municipal Employees' Association (Civil Service) - Pay Plan Category I

PMA Police Management Association - Pay Plan Category B

PMMA Professional and Mid-Management Employees (Civil Service) - Pay Plan Category G

POA Police Officers' Association - Pay Plan Category C

TOP Unclassified Top Management Employees - Pay Plan Category E

Group: Group of Classifications

Hrly Unclassified Hourly Positions

FLSA: Fair Labor Standards Act

E Exempt

NE Non-Exempt

Sub-step: Specific only to Police Officers' Association.

Monthly \$ Monthly salaries rounded to nearest dollar, displayed as a whole number.

OCT 17 2023
5:55 pm**City of South Gate**
CITY COUNCIL**AGENDA BILL**For the Regular Meeting of: October 24, 2023Originating Department: Parks & Recreation

Department Head:


Steve Costley

City Manager:


Chris Jeffers**SUBJECT: AGREEMENT WITH QUALITY FENCE CO., INC., FOR THE CONSTRUCTION OF SG PARK FENCE PROJECT, CITY PROJECT NO. 550 PRK****PURPOSE:** To replace fencing throughout South Gate Park.**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving an Agreement with Quality Fence Co., Inc., to construct the SG Park Fence Project, City Project No. 550 PRK in an amount not to exceed \$1,785,000;
- b. Appropriating \$650,000 from the Park Enhancement Fund to cover additional costs for the project;
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Authorizing the Director of Parks & Recreation to approve any change orders needed up to the amount designated in the contingency funding.

FISCAL IMPACT: This project is budgeted for in the FY 2023/24 budget in the amount of \$1,453,000 in the Capital Improvements Projects ("CIP") using Community Development Block Grant ("CDBG") funding. Based on the bid prices, an additional \$650,000 is needed from the Park Enhancement Fund to cover the total project costs of \$2,103,000.**BACKGROUND:** The SG Park Fence Project ("Project") originally started in 2016 with designs from David Volz Design ("DVD") and the estimated costs were thought to be \$400,000. At that time, bids for the project came in over budget and before new funding could be allocated, the original funding was moved out of the project and into the South Gate Sports Center Roof Project to cover shortages. In 2018/19, the Citizens Advisory Committee ("CAC") once again awarded funding for the Project in the amount of \$800,000, but before final bidding could be completed, the COVID pandemic began, and all the funding was reallocated to other emergency needs.

In FY2022/23 funding from CDBG was allocated in the amount of \$1,453,000 for completion of the Project. DVD completed updates of the plans and an RFP was issued for bidding on May 11, 2023. No bids were received for the project. Adjustments were made to the bid documents and the RFP was reissued on July 13, 2023. Once again, no bids were received. Finally, working with

our CDBG consultant, the City issued a third and final RFP for the Project on August 24, 2023. For this RFP, three (3) bids were received and Quality Fence Co., Inc., was determined to be the lowest responsible bidder for the Project.

Overall, the Project will replace the fabric on the chain-link fence on a large share of the park fences. This will include the following areas:

1. Diamonds #1 thru #4 -Replacement of ALL fences, poles, backstops, and gates.
 Addition of mowing strips.
2. Diamonds #5 thru #8 -Outfield fencing w/ new HR tops.
3. Diamonds #9 and #10 -Fencing, backstops, move outfield fence back.
4. Tennis Courts -Fencing and gates
5. Horseshoe Pits -Fencing
6. Swim Stadium -Fencing and replacement of turnstile gates to proper access gates.
7. Southside of Golf Course -New ornamental iron fencing

The Project Costs are:

Design and construction plans (David Volz Design)	\$50,000
Construction by Quality Fence Co., Inc.	\$1,785,000
Construction Management by Z&K	\$75,232
Construction Contingency	\$142,768
Project Management	\$10,000
<u>Miscellaneous Costs</u>	<u>\$10,000</u>
Total Project Costs:	\$2,103,000

ATTACHMENTS: A. Proposed Agreement
 B. Bid Results

AGREEMENT**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS
CITY PROJECT 550-PRK**

THIS AGREEMENT is made and entered into by and between the Owner, the South Gate City, and Quality Fence Co. Inc, hereinafter called the Contractor.

The Owner and the Contractor mutually agree as follows:

ARTICLE I**THE PROJECT**

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

**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS
CITY PROJECT 550-PRK**

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

ARTICLE II**CONTRACT SUM AND PAYMENT**

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum **One Million Seven Hundred Eighty Five Thousand Dollars (\$1,785,000)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, delivery, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

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

ARTICLE IV

INDEMNIFICATION

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

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. CONTRACTOR further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract.

ARTICLE VI

FEDERAL REQUIREMENTS

The Contractor shall comply with all applicable state and local codes, ordinances and other applicable laws, all applicable CITY CDBG program requirements and any amendments hereafter to CITY CDBG program guidelines and requirements. The Contractor agrees to comply with all applicable federal laws and regulations and to any amendments hereafter including, but not limited to, the following:

- A. **COMMUNITY DEVELOPMENT BLOCK GRANT REGULATIONS.** The CDBG Regulations, 24 CFR Part 570, and any amendments hereafter thereto; and
- B. **NONDISCRIMINATION.** No person or entity shall discriminate in the employment of persons in the performance of this Contract by CONTRACTOR or under any subcontract executed by CONTRACTOR in the furtherance of CONTRACTOR's performance under this Contract because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. This Contract is also subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990. CONTRACTOR and any subcontractor of CONTRACTOR who violates the provisions of Section 1735 of the Labor Code shall be subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code; and
- C. **NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, prohibiting discrimination upon the basis of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin; and
- D. **HOUSING AND COMMUNITY DEVELOPMENT ACT.** Section 109 of the Housing and Community Development Act requiring that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act; and
- E. **REHABILITATION ACT OF 1973.** Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with all applicable implementing regulations. Any contract in excess of \$10,000 entered into by any Federal department or

agency for the procurement of personal property and non-personal services (including construction) for the United States shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified individuals with disabilities. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

- F. AGE DISCRIMINATION ACT OF 1975. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, which prohibit discrimination because of age in programs and activities receiving Federal financial assistance; and
- G. EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY - Equal Employment Opportunity, as amended, and regulations of Executive Order 11246, amended by Executive orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264); and
- H. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. The requirements set forth in 24 CFR part 5 and Executive Orders 12549 and 12689, prohibiting the use of debarred, suspended or ineligible contractors or subcontractors; and
- I. MINORITY AND WOMEN-OWNED BUSINESSES (W/MBE). Executive Orders 11625, 12432, and 12138, which state that recipients of federal assistance shall take affirmative action to encourage participation by minority and women-owned business enterprises. In accordance with 2 CFR § 200.321 all non-federal entities must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. As used in this Contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women; and
- J. CONFLICT OF INTEREST. The conflict of interest provisions, as applicable, in accordance with 2 CFR Part 200.112, 24 CFR Part 92.356, and 24 CFR Part 570.611; and
- K. PURCHASE OF U.S. MADE GOODS, PRODUCTS AND MATERIALS. The Build America, Buy America Act (the Act), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement

preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- L. **LOBBYING REGULATION.** Neither contractor nor any subcontractor may use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractors and subcontractors must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- M. **COMPLIANCE WITH FEDERAL AIR AND WATER STATUTES.** During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.
- N. **LABOR STANDARDS.** CONTRACTOR and all subcontractors, engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Contract are subject to the federal labor standards provisions, Davis Bacon and Related Acts as amended (40 USC 3141-5144 and 3146-3148), which govern the payment of wages and the ratio of apprentices and trainees to journey-workers. Under the terms of the Davis-Bacon Act, as supplemented by 29 CFR Part 5, amended, the contractor and subcontractors are required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provision of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), and the CITY shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act (40 USC 3145). Federal Wage Determination Number CA20220022 is attached and incorporated herein by this reference as though set forth in full. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the CITY of its obligation, if any, to require payment of the higher rates. In the event of any conflict or inconsistency between the provisions of Federal statutes and regulations under this paragraph and the provision of any other applicable State or local prevailing wage requirements described elsewhere in the Contract Documents, the provisions affording broader protections or higher wage requirements shall govern and control but only to the extent of the conflict or inconsistency and no further.

ARTICLE VII

HOUSING AND URBAN DEVELOPMENT ACT OF 1968 SECTION 3

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low- income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

The Contractor agrees to send each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3, shall set forth the minimum number and job titles subject to hire, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

ARTICLE VIII

TERMINATION FOR CAUSE AND FOR CONVENIENCE

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. 2 CFR PART 200

ARTICLE IX

EFFECTIVE DATE

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

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

CITY OF SOUTH GATE:

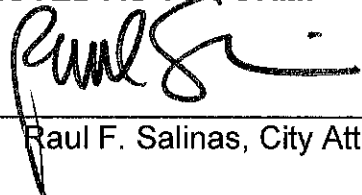
By: _____
Maria del Pilar Avalos, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

QUALITY FENCE CO., INC.

By: _____
William Cavanaugh, President

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

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

DATED _____

CONTRACTOR

By: _____
Signature

Title

ATTEST:

By: _____
Signature

Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

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

1. The insurance certificate must be issued to the South Gate City, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.
2. The South Gate City, 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 "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Minimum Limits of Insurance

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 this project/location 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 this project, 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 South Gate City), the City of South Gate, South Gate City, the City of South Gate Housing Authority, consultants and sub-consultants, their respective officers, agents, employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death

arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the South Gate City, the City of South Gate, consultants, sub-consultants, 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 City's choice in representing the City of South Gate City, 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.

**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS
CITY PROJECT 550-PRK**

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the South Gate City ("City" herein) has awarded to Quality Fence Co. Inc. ("Contractor" herein) a contract for **CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS, CITY PROJECT NO. 550-PRK**; and

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

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

NOW, THEREFORE, we, Contractor and _____, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

(Type name of Contractor)

(Type address of Contractor)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Authority Counsel

**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS
CITY PROJECT NO. 550-PRK**

100% PAYMENT BOND

WHEREAS, the City of South Gate, California ("City" herein), has awarded to , ("Contractor" herein) a Contract for the work described as follows:

TITLE OF PROJECT:

**CONSTRUCTION OF SOUTH GATE PARK FENCING IMPROVEMENTS
CITY PROJECT NO. 550-PRK**

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 _____ Dollars (\$_____) 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 _____, 20____.

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

(Type name of Contractor)

(Type address of Contractor)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

Title

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

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

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

WITNESS my hand and official seal.

Notary Public

PART II

STANDARD SPECIFICATIONS AND DRAWINGS

PART II

STANDARD SPECIFICATIONS AND DRAWINGS

The work to be done under this Contract requires the completion of all work in accordance with the General Conditions and the Special Provisions herein, and the following Standard Specifications and Standard Drawings and Exhibits, as modified herein. In the case of conflict between the Standard Specifications and Standard Drawings and the Special Provisions and Construction Drawings, the Special Provisions and Construction Drawings shall take precedence over all of the following referenced Standard Specifications and Standard Drawings, in all areas, and said referenced Standard Specifications and Standard Drawings shall take precedence in the following order:

1. **"Standard Plans and Specifications"** City of South Gate, Engineering Department. Said "Standard Plans and Specifications" latest edition, are incorporated herein by this reference. A selection of Standard Drawings and Exhibits directly relating to this project are included in the Appendix of these specifications for the Contractor's reference.
2. **"Standard Specifications for Public Works Construction,"** (Green Book) latest edition. Said "Standard Specifications" are incorporated herein by this reference. Copies may be purchased from Building News, Inc., 990 Park Center Drive, Suite E, Vista, California 92081, telephone (760) 734-1113.
3. **"Standard Plans for Public Works Construction,"** latest edition. Said "Standard Plans" are incorporated herein by this reference. Copies may be purchased from Building News, Inc., 990 Park Center Drive, Suite E, Vista, California 92081, telephone (760) 734-1113.
4. State of California Department of Transportation (CALTRANS) **California Manual of Uniform Traffic Control Devices** (CMUTCD), Standard Specifications and Standard Plans, latest edition.
5. American Water Works Association Standards, latest revisions.

California Building, Plumbing, Electrical, and Mechanical Codes, latest editions

PART III

GENERAL PROVISIONS

PART III GENERAL PROVISIONS

Section 1 Description of Work

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Specifications and Contract Documents. The general items of work include replacement of chain link fence fabric, installation of new chain-link and tube steel fencing, backstops, concrete bands, dug outs, concrete flatwork, ac paving, gates and other related items that are required by the Contract Documents at the following locations at South Gate Park: Fields 1-10, Horseshoe Pits, Tennis Courts, Sports and Aquatic Center, City Yard and Parking Lot

Section 2 Location of Work

The project is located at 4900 Southern Ave, South Gate, CA 90280.

Section 3 Time of Completion

The Contractor has **100 working days, not including scheduled holidays (approximately 5 months)** to complete all work from the date of the City's Notice to Proceed.

Section 4 Definitions

4.1 Agency - Pursuant to supplemental conditions, " Agency," as used in the *Standard Specifications for Public Works Construction*, shall be synonymous with "City" or "City of South Gate."

4.2 Alterations and Additions - The City may, if it deems it necessary, make alterations and modifications to the Specifications and plans for the work, covering any portion under such altered or modified work shall be agreed upon in writing endorsed upon the original Contract and signed by the proper parties to the Contract. It is expressly understood and agreed that such alterations, additions, modifications or omissions shall not in any way violate or annul the contract, and the Contractor shall agree not to claim or bring suit for any damages whether for loss of profits or otherwise, on account of said changes. Whenever, during the progress of work, any additional work or change or modification in the work contracted for is agreed upon as aforesaid, such additional work or modification shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract.

4.3 Baseline Schedule - The approved final schedule from which all Contract

performance will be measured. It cannot be changed without the written consent of the City.

- 4.4 **Bid Price** - The unit or lump sum amount shown in the Bid Schedule(s) for the work to be performed.
- 4.5 **CALTRANS Specifications** - The current specifications of the *Standard Specifications of the State of California*, Department of Transportation (CALTRANS).
- 4.6 **City** - City of South Gate, California.
- 4.7 **Conferences and Meetings** - When and as directed by the City, the Contractor shall attend all conferences and meetings which the City deems necessary for the proper progress of work under this contract. The Contractor shall coordinate and meet the requirements of the Cities of South Gate and Lynwood. All costs associated with coordination shall be included in the various unit prices and no additional payment will be made therefor.
- 4.8 **Contract Documents** - All data provided by the City associated with the Work, including but not limited to, Bid Instructions, General Provisions, Supplemental Provisions, Addenda, Plans, Specifications, and all other data as may be referred to under the Terms and Conditions of the Contract Agreement between the City and the CONTRACTOR.
- 4.9 **CONTRACTOR** - As defined by the *Standard Specifications for Public Works Construction*.
- 4.10 **CONTRACTOR Move-in** - The move-in action whereby the CONTRACTOR at the direction of the ENGINEER was ordered to cease work and remove all men and equipment from the project site vicinity indefinitely and then at a later time determined by the ENGINEER the CONTRACTOR was directed to re-mobilize his men and equipment to complete the project. The ENGINEER shall have sole discretion to specify the awarding of move-in cost. The CONTRACTOR shall not be entitled to additional compensation for complying with contract construction schedule.
- 4.11 **Construction** - All, labor, material, equipment, supplies, and other effort required or incidental to the accomplishment of a defined scope of work in accordance with all applicable drawings, specifications, codes, ordinances, industry standards, and other such rules and regulations.
- 4.12 **Days** - Calendar days, unless otherwise indicated.
- 4.13 **Deliverable** - Any item that may be required to start a work activity, i.e. approved design documents, shop drawings, utility clearance, environmental report, materials, specialty work crews, equipment, etc.

- 4.14 **ENGINEER** - The City Engineer of the City of South Gate or a designated representative.
- 4.15 **Final Pay Quantity** - "Final Pay" items designated by a (F) following the quantity unit in the Bid Schedule shall be the final quantities for which payment for such specific portion of the work shall be considered as approximate only and no guarantee is made that the quantities which can be determined by computations, based on the details and land dimension shown on the plan will equal the estimated quantities. No allowance will be made in the event that the quantities which can be determined by computations based on the details and land dimensions shown on the plan will equal the estimated quantities. Final pay quantities will be adjusted to reflect any change order extra work or additional quantities authorized by the ENGINEER.
- 4.16 **Normal Working Hours (working days)** - 7:30 A.M. to 4:30 P.M. Monday through Friday. Additional hours or days may be scheduled with approval of the ENGINEER.
- Night and weekend hours may be authorized at the sole discretion of the CITY ENGINEER with no additional compensation made therefore.
- 4.17 **Notice To Proceed (NTP)** - A written notice given by the City to the CONTRACTOR establishing the date on which the Contract time will start. A Notice to Proceed will not be issued until a construction schedule is submitted to and approved by the City Engineer.
- 4.18 **Water Division** - City of South Gate Public Works Department.
- 4.19 **Work Plan** - A comprehensive outline describing how the CONTRACTOR intends to perform the Scope of Work as defined under the Contract Documents. A Notice to Proceed will not be issued until a Work Plan is submitted to and approved by the City Engineer.
- 4.20 **Temporary Suspension of Work** - The City shall have the authority to suspend the work wholly or in part, for such a period as it may deem necessary, due to the unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as it may deem convenient due to failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately obey such order and shall not resume the work until so ordered in writing by the City.

Section 5 Pre-Work Conference

Prior to commencement of the project, but after award of the Contract, the City will contact the contractor for a pre-construction meeting. The prime contractor may also contact the Project Manager, Mr. Steve Costley at scostley@sogate.org after the award of contract at to set up such meeting. All sub-contractors shall attend the pre-construction meeting unless otherwise approved by the City Engineer.

Section 6 Liability Insurance

The insurance limits specified in Subsection 7-3 of the Standard Specifications shall be amended as follows:

Contractor shall provide a combined single limit liability policy with aggregate limits for Bodily Injury and Property Damage in an amount not less than one million dollars (\$1,000,000).

Section 7 Permits and Contracts Correspondence

- 7.1 The Contractor shall obtain and pay all costs for permits made necessary by his operations prior to commencing the work. No fee will be charged for any permit issued by the City of South Gate. Contractor will need to obtain a permit from Building and Safety Division and an additional permit from the Public Works Department.
- 7.2 All correspondence relating to this Contract shall be between the Contractor and the Engineer. The Engineer and the Contractor shall serialize each item of correspondence consecutively starting with 001.

Section 8 Scheduling of Work

- 8.1 No work, services, material or equipment shall be performed or finished until a Notice to Proceed has been given in writing to the Contractor by the City. Prior to the start of any work a pre-work conference shall be arranged by the Contractor between his job foreman, the Contractor, the Engineer and any other parties that may be deemed necessary by the City.
- 8.2 The Contractor shall so conduct his operations as to have under contract no greater amount of work than he can prosecute properly. Prior to starting any phase of the work, the Contractor shall be prepared and shall have sufficient equipment and labor on hand to prosecute the work to its completion.
- 8.3 The Contractor shall at all times have a copy of the Safety Plan, Contract Documents, Specifications, and permits at the job site to which the Engineer shall be given access at all times.

- 8.4 The Contractor shall submit to the Project Manager, City of South Gate Public Works, and Police Department emergency telephone number listing where the Contractor can be reached day or night, including weekends and holidays.

Section 9 General Guarantee

- 9.1 Unless otherwise provided in these Specifications, the Contractor shall guarantee for a period of one year after Acceptance of Contract by the City, that all equipment, materials, and workmanship furnished under these Specifications shall be free from defects. He shall repair or replace all such defective equipment, materials, or workmanship. Guarantee bond provisions are included in the Instruction to Bidders, Section 12, Bonds.
- 9.2 In emergencies demanding immediate attention, the City shall have the right to remedy or contract for the remedy of, the hazard, defect, or damage and charge the Contractor with the cost of labor, equipment, and material required.

Section 10 Progress Payments

- 10.1 The Contractor shall, on or before the 20th day of each calendar month after actual work is started, except in case of final estimate hereinafter provided, cause an estimate to be made in writing of the value of the total amount of the work done and materials furnished by the Contractor and incorporated into the work completed up to and including the 15th day of the month in which the estimate is made for review and approval by the Engineer. **The City shall process the Contractor's request for progress payment within thirty (30) days from the date of submittal of the corrected invoice.**
- 10.2 The Contractor shall submit an updated copy of his schedule with each invoice. In reviewing the Contractor's estimate, the Engineer may take into consideration, along with other facts and conditions deemed by him to be proper, the ratio of the difficulty of the work done to the probable difficulties of the work yet to be done. The Engineer shall submit in writing to the City with a copy to the Contractor his evaluation of the amount of the Contractor's estimate, which the Engineer considers as approved for payment by the City. The City shall retain five percent (5%) of such estimated value as partial security for the fulfillment of the contract by the Contractor. In addition, 125% of the amount of outstanding "Stop Notices" shall be withheld. From the balance remaining all previous payments and all sums to be excepted, or retained under the terms of the contract shall be deducted and the remainder will be paid to the Contractor within 60 days from the receipt of the invoice. Contractor must submit certified payrolls

with each progress payment invoice. Contractor must utilize **City** format. No portion of any retention payment shall be released until 40 days after the project is completed and accepted by the City unless specified in Section 9-3.2 of the Standard Specifications for Public Works Construction "Greenbook".

- 10.3 Should Contractor find it necessary to work overtime or weekends to complete the project, the Contractor shall be responsible to reimburse the City or to cover any and all cost associated with overtime inspection. The cost for this shall be included in the total contract price for this work or shall be deducted by the Contractor when billing the City. The amount shall be specified within the progress payment.
- 10.4 Should Contractor find it necessary to work overtime or weekends to complete the project, the Contractor shall be responsible to pay the Construction Manager assigned to this project by the City.

Section 11 City's Right to Withhold Certain Amounts and Make Application Thereof

In addition to the amount which the City may retain under the above section on the progress payments, the City may withhold a sufficient amount or amounts or any payment otherwise due to the Contractor as in its judgment may be necessary to cover:

- (1) Amounts claimed by the City as liquidated damages or other offset.
- (2) Costs incurred by the City:
 - a. In providing services which the Contractor is unable to provide in a timely manner to either correct a hazardous condition or maintain the work in a safe condition, such as but not limited to, repairing, filling or covering of trenches, placing of barricades, a directing or detouring of traffic.

A base charge of \$700 will be assessed for each incident and the cost of all time and materials used will be charged in addition to this fee.
 - b. As a result of the Contractor failing to pay his bills in a timely manner, including legal and attorney costs relating to processing "Stop Notices" and/or settlement of related litigation.
- (3) Estimated or actual costs for correcting defective work not remedied.

- (4) Deficient labor compliance, or federal compliance documentation.

Section 12 Final Estimate and Payment

- 12.1 The Engineer, after the completion of the Contract, shall make a final estimate of the amount of work done thereunder and the value of such work, and the City shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All partial payments and estimates shall be subject to correction in the final estimate and payment. The final retention payment shall not be due and payable until the expiration of forty (40) calendar days from the date of filing a Notice of Completion of the work by the City and correction of record.
- 12.2 It is mutually agreed between the parties to the Contract that no certificate given or payment under the contract shall be conclusive evidence of performance of the Contract and no payment shall be construed to be an acceptance of a defective work or improper materials.
- 12.3 The Contractor further agrees that the payment of the final amount due under the Contract shall release the City, the City's representative, the Engineer and their consultant from any and all claims or liability on amount of work performed under the Contract.

Section 13 Progress Charts - Project Schedule

General

The Contractor shall at least 7 days prior to the commencement of work, prepare and submit to the City Engineer for approval a progress schedule, showing the order in which, the Contractor proposes to carry on the work, the date on which he will start and contemplated dates for completing the same. The schedule shall be currently maintained with each submittal.

The Contractor shall submit an updated copy of his schedule with each invoice, and when required by major changes in the work.

Section 14 Site Conditions and Restrictions

All construction activities shall be limited to the hours as indicated in Section 4.16 of this section.

Section 15 Coordination With Utilities

- 15.1 The Contractor's attention is directed to the potential existence of HAZARDOUS services and underground utilities and pipelines within the project areas which include, but are not limited to, electrical and natural gas. The Contractor shall be responsible for notifying the following utility companies in advance of any work in order that they can coordinate removal of their facilities to accommodate this project. The City believes (but makes no representations) that the following utilities can be reached at the following numbers:

Verizon Telephone Co.	(562) 903-7914
Chevron Pipeline Co.	(714) 228-1530
Exxon Mobil	(323) 586-5300
Pacific Pipeline Systems	(562) 728-2800
Southern California Gas Company (W/710)	(310) 687-2032
Southern California Gas Company (E/710)	(310) 687-2032
Southern California Edison Company	(310) 608-5041
City of South Gate Water Division	(323) 563-5790
AT&T	(626) 256-7334
Golden State Water Company	(562) 907-9200
BP Pipeline (ARCO)	(323) 277-2832
Time Warner Cable	(714) 414-1420
Red Flex Traffic Systems, Inc.	(310) 642-0470
Los Angeles County Sanitation District	(562) 699-7411
Metropolitan Water District	(323) 276-7623
Walnut Park Mutual Water Company	(323) 585-7321

- 15.2 Utility owners, contractors of the City, or contractors authorized by the City responsible for facilities located within the limits of work shall have the right to enter upon the limits of work and upon any structure therein for the purpose of making new installations, changes, or repairs, and the Contractor shall so conduct his operations as to provide the time needed for such work to be accomplished during the progress of the improvements made by those other parties.
- 15.3 At least two (2) working days prior to starting work, the Contractor shall contact Underground Service Alert at 1-800-422-4133 and Red Flex. Contractor shall submit to Underground Service Alert a complete list of Thomas Brothers Map Book Pages and Grids encompassing the area of work. Contractor shall notify the Underground Service Alert of any changes as they occur to the area of work.
- 15.4 The following entities shall be notified at least **72 hours** in advance of any street closure or restriction to access by the Contractor. Coordination of established service schedules will be available to the Contractor at the pre-construction meeting.

	<u>Phone #</u>
1. City Engineer	(323) 563-9578
2. Post Office	(800) 275-8777
3. LA CO. Fire Department	(323) 890-4235
4. South Gate Police Department	(323) 563-5436
5. Waste Management	(800) 225-0175
6. City of Huntington Park	(323) 582-6161
7. City of Lynwood	(310) 603-0220
8. MTA (Bus Routes)	(213) 922-6000
9. Residents and business adjacent to project site.	
10. South Gate schools adjacent to project site.	

And any others that are determined by the City designates.

Section 16 Protection of the Work, the Public and Emergency Response

Whenever, in the opinion of the Engineer, an emergency exists, against which the Contractor has not taken sufficient precaution for the public safety protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this Contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition.

If the Contractor fails to act on the situation within a reasonable time period, the City will provide suitable protection of said interests by causing such work to be done and material to be furnished as may seem reasonable and necessary at the expense of the Contractor.

Section 17 Claim Notification

If the Contractor should claim that any instruction, request, drawing specification, action, condition, omission, default, or other situation obligates the City to pay additional compensation to the Contractor or to grant an extension of time for the completion of the contract, he shall notify the Engineer, in writing, of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Engineer within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the City.

Section 18 Specification Changes

No changes, additions or deletions will be made to these specifications and plans unless directed by the City Engineer.

Section 19 Liquidated Damages

The liquidated damages, as described in Section 6-9 of the Standard Specifications for Public Works construction are changed to **\$1,000** per working day.

Section 20 Change Orders/Extra Work Format

Contractor shall utilize format provided by City for change orders/extra work.

Section 3-3.1 of the Standard Specifications for Public Works Construction. Shall include the following to paragraph 1:

Any Extra Work performed by the Contractor without an approved Contract Change Order from the Engineer shall be at the Contractor's risk and the Contractor shall not be entitled to payment without an approved Change Order. All Extra Work shall be adjusted daily upon report sheets furnished by the Contractor, reviewed by the Engineer and signed by both parties. The daily report shall be considered thereafter as the true record of Extra Work done. New and unforeseen work will be classed as Extra Work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears in the Bid Forms.

Section 3-3.2.1 of the Standard Specifications for Public Works Construction. Replace the first sentence with the following:

When the cost and time for Extra Work cannot be agreed upon, the City will pay for Extra Work based on the accumulation of costs as provided herein and grant additional time to the Contract duration. Extra Work shall be paid for under a written Change Order, approved by the City, in accordance with the terms therein provided. Generally, payment for Extra Work will be made at the unit price or lump sum previously agreed upon between the Contractor and the City.

Section 3-3.2.2.1 of the Standard Specifications for Public Works Construction. The first paragraph shall be deleted and replaced with the following paragraph: The cost of labor shall be the base hourly rates of workers performing the extra work plus a 30% Labor Surcharge added to the base hourly rates. The Labor Surcharge of 30% is also applicable to overtime base hourly rates. The Labor surcharge shall include Employer Payments of Fringe benefits, Payroll Taxes (including FICA, FUTA, SUTA, SDI and State Training), Workers Compensation Insurance, General Liability Insurance, Umbrella Insurance, Health and Welfare, Pension, Vacation, Holiday, Dues, Apprenticeship Funds, and any other cost and benefit not indicated herein. No additional compensation will be allowed.

Section 3-3.2.2.3 of the Standard Specifications for Public Works Construction.

Replace the second paragraph in its entirety with the following:

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates found in the most recent published "Caltrans Labor Surcharge and Equipment Rental Rates" from the time the Extra Work is being performed. The link to the Latest "Labor Surcharge and Equipment Rental Rates" is as follows:

www.dot.ca.gov/hq/construc/equipmnt.html

Section 3-3.2.3.1 of the Standard Specifications for Public Works Construction.

Replace the entire paragraph with the following:

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead, insurance of any type and profits on extra work performed by the Contractor:

- (1) Labor15%
- (2) Materials10%
- (3) Equipment Rental10%
- (4) Other Items and Expenditures5%

To the sum of the costs and markups provided for this subsection, one percent shall be added as compensation for bonding.

Section 3-3.2.3.2 of the Standard Specifications for Public Works Construction.

Delete the entire subsection and replace with the following:

When a subcontractor performs all or any part of the extra work, the markup established in subsection 3-3.2.3.1 shall be applied to the subcontractor's actual cost of such work, and shall constitute its only payment for all overhead, insurance of any type and profits. The Contractor shall receive an additional markup, not to exceed five (5) percent, for all its overhead, insurance of any type and profit on the "extra work" performed by the Subcontractor.

Section 21 Site Supervision

The Contractor shall provide an on-site supervisor at all times when work is in progress. This supervisor shall be qualified in public works construction and site safety. The site supervisor shall be named in writing and changed only on approval of the Engineer.

Section 22 Site Security

The Contractor shall assume the responsibility for security of each site. This responsibility includes applicability of insurance along with indemnification of the City and loss due to vandalism, theft or illegal dumping.

Section 23 Examination of Specifications and Site of Work

The bidder is required to carefully examine the site, the bid proposal, exhibits, plans, specifications, and contract forms for the work to be completed. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, type, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Plans and Specifications, the Special Provisions and the Contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination. It should be noted that the examination shall include the type of existing pavements.

Section 24 Water

Contractor may utilize City water without charge from the adjacent City fire hydrants for dust control. Contractor shall utilize a City fire hydrant meter whenever he uses water, to record water use. Contractor shall be fully responsible for the City fire hydrant meter.

Section 25 Taxes

Bidders shall include any and all taxes in their bids. Upon request, the City will furnish manufacturer's excise tax exemption certificate to the successful bidder, as may be applicable under existing laws. It shall be the sole responsibility of the bidder to determine the applicability of any and all taxes which may or may not be due under the provisions of these specifications.

Section 26 Other Requirements

The Contractor is required to maintain fencing, barricades, signs, restrooms and construction equipment at the construction site free of graffiti at all times.

Upon completion of work in any specific street or location, the Contractor shall remove any survey, site or reference markings that have been painted or inked into any curb, street, sidewalk or any other permanent feature on site.

During construction, the Contractor shall maintain landscaping, sidewalks, and parkways in and around the project site in a proper manner. If pedestrian or vehicular access is obstructed, alternate paths of travel shall be provided, maintained and identified.

All costs involved in complying with all or any one for the above requirements shall be included in the unit price for the various related items of work and no additional compensation will be made, therefore.

The Contractor is to distribute two (2) "Public Notice" in English and Spanish to each resident and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy-two (72) hours prior to the start of work. A sample copy of the notice must be approved by the City. Said notice shall be attached to a red information hanger provided by the Contractor and hung on the front doorknob. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area.

The Contractor shall also coordinate with the trash disposal and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

Section 27 Fire Department Requirements

The Contractor shall provide continuous clear access to existing fire hydrants along the construction site with a minimum 20-foot space required for fire apparatus hook-up hydrants.

Section 28 Paramedics

The Contractor shall notify the Police Department Watch Commander or Dispatcher at 323-563-5457, the LA. County Fire Department at 323-567-8580, and the MTA, South East Area at 213-922-2825, on a daily basis during the entire period construction is in progress whenever the roadways are reduced in width or blocked.

Section 29 Requirements of the Clean Air and Clean Water Acts

All Contractors shall be responsible for and implement Best Management Practices (BMPs) to: (1) Retain sediments generated from the project onsite; (2) Avoid spills and discharges of construction-related materials, construction wastes, and residues to streets, draining facilities and adjacent properties; (3) Prevent non-storm water discharges such as washing construction vehicles from leaving the site, (4) Minimize erosion from slopes and channels.

The CONTRACTOR shall implement an effective combination of erosion and sediment control BMPs from Tables 12, 13, 14, 15 and 16 of Order No. R4-2012-0175 (the City's MS4 Permit) or applicable tables from amended or successor MS4 permits to prevent erosion and sediment loss and the discharge of construction waste. BMPs must include: Erosion Controls, Sediment Controls, Non-Stormwater Management and Waste Management. BMPs must be to standards contained within the most recent versions of the *California BMP Handbook*, *Construction or Caltrans Storm water Quality Handbooks*, *Construction Site Best Management Practices (BMPs) Manual*. The CONTRACTOR shall inspect the construction site on an as needed basis, but no less than weekly while the project is active, to ensure

the BMPs are properly installed and maintained.

Section 30 Spill Prevention Plan

The Contractor shall develop and submit within 30 days of receiving the Notice to Proceed a Spill Prevention Plan for City approval. The plan shall address implementation of measures to prevent sewage spills, procedures for spill control and containment, notifications, emergency response, cleanup, and spill and damage reporting. The Contractor shall then implement the final approved Spill Prevention Plan.

The Work of this Section will be paid for in the unit price for the various items of work and no additional compensation will be made therefore.

Precedence of Contract Documents.

In resolving disputes resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- a) Permits
- b) Change Orders or Work Change Directives
- c) Contract/Agreement
- d) Addenda
- e) Bid/Proposal
- f) Special Provisions
- g) General Provisions
- h) Project Plans and Construction Drawings
- i) Additions and Amendments to Standard Plans
- j) City of South Gate Standard Plans
- k) Other Specified Standard Plans
- l) Notice Inviting Bids
- m) Instructions to Bidders
- n) Standard Specifications for Public Works Construction
- o) Standard Plans for Public Works Construction
- p) Caltrans Standard Plans and Standard Specifications

With reference to the Drawings, the order of precedence, from highest to lowest, shall be as follows:

- q) Figures govern over scaled dimensions
- r) Detail drawings govern over general drawings

- s) Addenda or Change Order drawings govern over Contract Drawings
- t) Contract Drawings govern over Standard Drawings
- u) Contract Drawings govern over Shop Drawings

Should it appear that the Work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained on the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Specifications, the Contractor shall apply to the Engineer for such further explanation as may be necessary and the Engineer's decision shall be final and binding.

Submittals.

General.

Within 30 Days after the Notice to Proceed has been received by the Contractor, the Contractor shall provide to the Project Manager a complete list of names and addresses of all suppliers of materials to be used on the Work.

All submittals shall be submitted prior to the start of the Work unless otherwise approved by the Engineer. No work shall begin until the construction schedule has been approved by the Engineer. The Contractor shall submit for City review and approval Shop Drawings and submittals for all long lead supplies, materials, and equipment within 5 Working Days after the Notice to Proceed letter has been issued. The Contractor shall furnish the Engineer with a statement from the vendor(s) that the order(s) for said supplies, materials, and equipment has been received and accepted by said vendor(s) within 15 Working Days of said Notice to Proceed.

No work shall begin on the respective items of work that require a submittal until the submittals for those items of work have been approved in writing by the Engineer. When submitted for the Engineer's review, Shop Drawings shall include the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings as conforming to the requirements of the Contract Documents. The following Contractor's certification shall appear on all submittals:

"It is hereby certified that the (equipment, material) shown and marked in this submittal is that proposed to be incorporated into this Project, is in compliance with the Contract Documents, can be installed in the allocated spaces, and is submitted for review.

Certified by: _____

Date: _____

A copy of each Shop Drawing and each sample as reviewed by the Engineer shall be kept in good order by the Contractor at the site and shall be available to the Engineer. A review fee of \$200 will be withheld from the Contractor's progress payment for every re-submittal after the third time a submittal has been reviewed and rejected.

Shop Drawings.

The following procedures will apply to Shop Drawing submittals:

- 1) The Contractor shall submit to the Engineer for review, 3 copies of all Shop Drawings. These drawings shall be complete, certified by the Contractor, and shall contain all required information in detail. The Contractor shall make any corrections to Shop Drawings required by the Engineer.
- 2) Except as may otherwise be indicated herein, the Engineer will return the submittal to the Contractor with comments noted thereon, within 14 Days following receipt by the

Engineer. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the third submission of a submittal item. The Contractor shall allow a minimum of 7 Days for review of submittals.

- 3) If a submittal is returned to the Contractor marked "No exceptions taken," formal revision and resubmission of said submittal will not be required.
- 4) If a submittal is returned to the Contractor marked "Make corrections noted," formal revision and resubmission of said submittal will not be required.
- 5) If a submittal is returned to the Contractor marked "Amend-Resubmit," the Contractor shall revise said submittal and shall resubmit the required number of copies of the revised submittal to the Engineer.
- 6) If a submittal is returned to the Contractor marked "Rejected-Resubmit," the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.
- 7) When reviewed by the Engineer, each copy of the drawings will be stamped and signed by the Engineer.
- 8) Two sets of said drawings will be returned to the Contractor.
- 9) The review of the drawings shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. The Contractor shall assume all responsibility for accuracy of data, details, and dimensions shown in the submittals.
- 10) The Contractor agrees that if deviations, discrepancies, or conflicts between Shop Drawing submittals and the Contract Documents in the form of Plans and Specifications, except as particularly noted within the submittal, are discovered either prior to or after Shop Drawing submittals are processed by the Engineer, the Plans and Specifications shall control and shall be followed.
- 11) Revisions indicated on Shop Drawings shall be considered as changes necessary to meet the requirements of the Contract Plans and Specifications and shall not be taken as the basis of claims for Extra Work. The Contractor shall have no claims for damages or extension of time due to any delay resulting from making required revisions to Shop Drawings. The review of said drawings by the Engineer will apply to general design only and will in no way relieve the Contractor of responsibility for errors or omissions contained therein nor will such review operate to waive or modify any provisions or requirements contained in these Contract Specifications or on the Contract Drawings.
- 12) Compliance certificates and weigh slips shall be provided for all aggregate base, asphalt concrete, Portland Cement Concrete, reinforcing steel, etc. Mix designs shall be submitted for asphalt concrete and Portland Cement Concrete mixes.
- 13) The Contractor shall furnish to the Engineer 8 copies of instruction and maintenance manuals and parts lists of all major equipment furnished. Data in these manuals shall cover completely all items as specified and as supplied.
- 14) Shop fabrication drawings and lay sheets are required for all steel pipelines 16 inches and greater in diameter. The drawings and lay sheets shall fully illustrate horizontal station and vertical elevation of all joints and angle points, true angular deflection at locations of combined vertical and horizontal bends, and horizontal station for pipeline appurtenances.

SURVEYING

PERMANENT SURVEY MARKERS.

The Contractor's surveyor shall:

Survey Service.

All survey monuments, centerline ties and survey reference points shall be protected in place or reestablished where missing or disturbed, in accordance with Section 8771 of the Professional Land Surveyor's Act (Business & Professions Code Section 8700 et seq.), prior to Project acceptance. This work will be the responsibility of the Contractor and shall be at the Contractor's sole cost and expense.

Contractor shall provide all Construction survey for the project. All construction control surveying shall be performed under the supervision of a Registered Civil Engineer or Licensed Land Surveyor at the expense of the Contractor.

Survey stakes shall be set and stationed by the Contractor's surveyor as follows:

- a) Drains – 50' intervals and change of alignment or grade
- b) Waterline – 40' intervals and change of alignment or grade
- c) Structures – 4 corners with reference elevations
- d) Rough Grade – As required to achieve cut or fill to finished grade (or flow line) as indicated on a grade sheet

Offsets and locations shall be as agreed upon. The Contractor shall transfer grade hubs for construction as the Contractor may require. The Engineer shall have the right to verify the Contractor's survey extensions, and if found deficient, the Contractor shall pay the costs therefor.

Contractor shall submit a completed "Request for Construction Staking Form" in Appendix A to the Engineer 72 hours in advance of construction work requiring such survey stakes.

All construction survey and staking costs shall be borne by the contractor and no additional compensation shall be made. Contractor shall submit cut sheet to the Engineer for approval prior to construction of such work.

Payment.

Full compensation for all Surveying Services shall be considered as included in other bid items of work and no further compensation shall be made.

Lines and Grades.

All work, including finished surfaces, shall during its progress and upon completion, conform to the lines, grades, cross-sections, elevations and dimensions shown on the Plans. All distances and measurements are given thereon and will be made in a horizontal plane. Three consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight line. In the event any discrepancy exists, it must be reported to the Engineer. Failure to make this report shall make the Contractor responsible for any error in the finished

work. Minor deviations from approved Plans, whenever required by the exigencies of construction, shall be determined in all cases by the Engineer and authorized in writing.

The City will provide inspection for an 8-hour day, 40-hour week - Monday through Friday ONLY- at no cost to the Contractor. If the Contractor chooses to work more than 8 hours in any given day or more than 40 hours in any given week or on Saturday, Sunday or City Holidays, the Contractor will be responsible for the entire cost for the additional inspection at rates established by the City as stipulated in 6-1. The Contractor must request and receive approval from the Engineer prior to working any overtime work that requires inspection.

The Contractor shall also be responsible for providing the inspector's field office. The office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. The door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

SITE EXAMINATION.

The Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work, and the general and location conditions, such as, but not limited to, all other matters which could in any way affect the Work or the costs thereof. The failure of the Contractor to acquaint itself with all available information regarding any applicable existing or future conditions shall not relieve it from the responsibility for properly estimating the difficulties, responsibilities, or costs of successfully performing the Work according to the Contract Documents.

FLOW AND ACCEPTANCE OF WATER.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising there from.

Trade Names or Equals.

The second and third paragraphs are amended in their entirety to read as follows:

Pursuant to Public Contract Code Section 3400(b) the City may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name as "sole sources."

Unless specifically designated as described above, whenever any particular material, process, or equipment is indicated by a patent, proprietary, or brand name, or by the name of the manufacturer, such product shall be deemed as followed by the words "or equal." A Bidder/Contractor may offer any material, process, or equipment considered as equivalent to that indicated, unless a sole source is specified. Failure of the Bidder/Contractor to submit requests for substitution by the stipulated deadline shall be deemed to signify that the Bidder/Contractor

intends to furnish one of the brands named in the Special Provisions, and the Bidder/Contractor does hereby waive all rights to offer or use substitute materials, products, or equipment for that which was originally specified.

Deadline for receipt of Substitution Requests shall expire at 5:00 PM, 7 Days before the date of bid opening published in the Notice Inviting Bids.

The burden of proof as to the comparative quality and suitability of alternative equipment or materials shall be on the Bidder/Contractor. The Bidder/Contractor shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. Such data shall include complete calculations, technical specifications, samples, or published documents relating to the performance and physical characteristics of the proposed substitute. The Bidder/Contractor shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will completely and adequately fulfill its intended function.

Substitution Request Procedure - Submit a written request on Substitution Request Forms provided in the Bid Documents for proposed substitutions to Engineer prior to deadline for receipt of substitution requests. Submit proposed substitutions relating to a particular subcontract or trade in a single package. If Engineer accepts any proposed substitutions, such acceptance will be set forth in an Addendum. No substitution will be considered after the deadline for receipt of substitution requests has expired. Requests for substitutions shall be accompanied by a non-refundable cashier's check or money order for \$200 made out to City of South Gate to compensate Owner for cost of reviewing substitution request. Check shall clearly show Project name and product or service submitted for review.

Products accepted as "accepted equals" shall, in Owner's opinion, meet the following requirements:

- a) Products shall be of equal quality, substance, function and color to those listed.
- b) Products shall be standard products of a reputable manufacturer having regularly been engaged for 5 years in manufacture of products furnished.
- c) Products shall have a reputation for assuring long-lasting trouble-free service.
- d) Factory-authorized, factory-trained, and competent service personnel and stocked service parts shall be available within a 150 mile radius of the Work.
- e) Manufacturer shall be capable of certifying compliance with listed reference standards.

Products not meeting the above requirements shall, for purpose of this Contract, be deemed "inferior" even if product's only shortcoming is that Bidder/Contractor failed to submit a Substitution Request on said product prior to the stipulated deadline. Substitution of "inferior" products shall not occur except where cost savings are offered to and accepted by the Owner in the form of a Change Order.

SOUTH GATE PARK FENCING IMPROVEMENTS

TECHNICAL SPECIFICATIONS

City Project No. 550-PRK
CITY OF SOUTH GATE, CALIFORNIA

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SECTION 02 41 13 - DEMOLITION AND REMOVALS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Furnish all labor, materials, tools, equipment, appliances and necessary incidentals for the complete, demolition and removals as shown on the project plans and specifications as specified herein.
- B. Demolition and removal of existing landscape, AC paving, flatwork, chain link fencing, chain link fence fabric, chain link fencing posts/rails/fittings, backstop posts/rails/fittings, wooden backstop planks/boards, turnstile gates, maintenance gates, concrete banding, concrete walls and trees, including stumps and roots.
- C. Furnish all labor, materials, tools and equipment to repair, adjust and/or re-route existing irrigation lines, (pressure and non-pressure) when damaged or conflicts with new construction. Cap and mark non-pressure lateral lines within 5 feet of new construction.
- D. Disconnection, removal and capping of identified utilities.
- E. Temporary erosion and sedimentation control measures.
- F. All items noted for removal shall become the property of the Contractor unless otherwise noted, as salvage to be returned to the City maintenance yard.

1.02 RELATED DOCUMENTS

The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is reference as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the Engineer.

1.03 REGULATORY REQUIREMENTS

- A. Notify affected utility companies before starting work and comply with their requirements.
- B. Conform to applicable codes for site clearing, demolition, safety of adjacent structures and improvements, dust control, run off control and disposal.
- C. Obtain required permits from authorities. The Contractor shall apply for and obtain all construction permits from outside agencies as needed to complete the site improvements. All fees for permits required by the agencies shall be paid by the Contractor.
- D. Roadway or sidewalk obstructions or closures will not be allowed without permits.

E. Traffic: Traffic control shall conform to the minimum standards as set out in the Work Area Traffic Control Handbook published by Building News, Inc., 3055 Overland Avenue, Los Angeles, CA 90034. The safety of the public shall be a high priority.

F. Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place by approved methods and/or as authorized by the Engineer and conform to Section 300-1.2 of the Standard Specifications for Public Works Construction. Protect existing utilities indicated or made known to remain traversing the job site and serving existing adjacent facilities. Improvements requiring protection include, but are not limited to, adjacent pavement, chain link fencing, chain link fencing framework, lumber backstops, walls, trees and irrigation equipment.

1.04 SUBMITTALS

Submit to the Engineer, demolition and removal sequence and location and construction of barricades and fences prior to the commencement of such activities.

1.05 MOBILIZATION

Mobilization shall include expenditures for all preparatory work and operations including, but not limited to, those costs necessary for the movement of personnel, equipment, supplies, and incidental to the project site; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project.

1.06 DUST CONTROL

The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliative, modification of operations, or any other means acceptable to agencies having jurisdiction.

Unless otherwise approved by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least twice each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

Prior to occupation of the project site, the contractor shall submit and receive approval of a fugitive dust control plan prepared in accordance with the City of South Gate Municipal Code. In accordance with said Ordinance, the Contractor shall provide the City security in an amount sufficient to guarantee compliance with the provisions of the permit. A copy of the ordinance is available for review at the City.

1.07 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent

properties and walkways, according to requirements of authorities having jurisdiction. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.

- B. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

PART 2 - PRODUCTS

- 2.01 **PRODUCTS:** Furnish all labor and equipment necessary for the work. Provide materials not specifically described but required for completion of the work of this Section, as selected by the contractor subject to the approval of the Engineer.
- 2.02 All fill materials used for this work shall be approved in writing by the Engineer. Other materials used on this portion of the work shall conform to the applicable sections of the specifications or be approved in writing by the Engineer.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Provide, erect and maintain temporary barricades and security devices such as flashers, barrier tape, fencing and signs as necessary for safety. Temporary 6' ht. fencing shall be installed where necessary around the perimeter of the project site as directed by the Engineer.
- B. Protect existing structures, lighting, appurtenances, fencing, walls, sidewalks, curbing, and improvements which are not be removed.
- C. Mark location of utilities. Maintain existing utility service.

3.02 DEMOLITION REQUIREMENTS

- A. Disconnect, remove and cap utilities within demolition areas.
- B. Remove concrete structures and footings to a minimum of four feet below finished grade within area of new construction.
- C. Remove waste materials and unsuitable or excess topsoil from City property and dispose of off site in a legal manner. Any removal shall conform to Section 300-1.3.2, subsections (a), (b) and (c) of the Standard Specifications for Public Works Construction. All spoil material shall become the property of the Contractor. The Contractor shall submit a certificate of acceptance of the spoil material to the Engineer from the owner of the disposal site.
- D. Burning is not permitted on City property. Disposal of waste material shall conform to Section 300-1.3.1 of the Standard Specifications for Public Works Construction.

PART 4 – PAYMENT

4.01 DEMOLITION AND REMOVALS

Payment for Demolition and Removal items will be considered as included in the lump sum contract price for each bid item demolition and removal work was performed and no additional compensation will be made therefor.

END OF SECTION

SECTION 03 11 13 - CONCRETE FORMWORK

PART 1: GENERAL

1.01 DESCRIPTION

- A. The General Provisions shall apply to all Concrete Formwork operations. Provide all labor, materials, tools, transportation, equipment and incidentals necessary to perform work as indicated on the Plans and as herein specified.
- B. Related Section.

Section 03 30 53: Miscellaneous Concrete
- C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

1.02 QUALITY ASSURANCE

- A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- B. Manufacturer's directions, specifications and detailed drawings shall be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.
- C. The work included in this Section shall be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

PART 2: PRODUCTS

2.01 MATERIALS

- A. Where finish concrete is below grade, plywood or sawed lumber formwork shall be constructed of substantial material as selected by the Contractor.
- B. Where finished concrete is above grade and scheduled to be exposed, use Plyform Class I and II B-B, EXT-DFPA.

- C. Form coating shall be a non-grain-raising and non-staining type that will not leave residual matter on the surface of the concrete or adversely affect bonding to concrete of paint, plaster, or other applied materials.
- D. Portland cement shall be Type V, ion alkali and shall conform to ASTM C150.

PART 3: EXECUTION

3.01 INSTALLATION

- A. All concrete above grade shall be cast in plywood or sawed lumber forms.
- B. Concrete below grade may be poured directly against earth in open trenches.
- C. All forms shall be constructed true to line and level, sufficiently tight to prevent leakage of mortar, and shall conform exactly to the dimensions of the finished concrete as shown on the drawings. Forms for curved surfaces shall be so constructed and placed that the finished surface shall not deviate from the arc of the curve; flat spots will not be accepted.
- D. Where studs in formwork are spaced not over 12" o.c., 5/8" minimum plywood shall be used. Where studs are spaced not over 16" o.c., 3/4" minimum plywood shall be used.
- E. Place long dimension of plywood sheets perpendicular to direction of studs.
- F. Forms and metal reinforcement shall be checked and approved by the Engineer before concrete is placed.

3.02 REMOVAL OF FORMS

Do not disturb or remove forms until the concrete has developed sufficient strength to safely sustain its own weight and the superimposed loads above. After concrete is placed, the following minimum time periods shall elapse before the removal of forms.

ITEM	FORMS	SHORING
Sides of walls and edge of slabs and footings	3 days	5 days

PART 4: PAYMENT

4.01 CONCRETE FORMWORK

Payment for Concrete Formwork will be considered as included in the lump sum contract price for each bid item the concrete formwork was preformed and no additional compensation will be made therefor.

END OF SECTION

SECTION 03 30 53 - MISCELLANEOUS CONCRETE

PART 1: GENERAL

1.01 DESCRIPTION

- A. The General Provisions shall apply to all miscellaneous concrete work operations. Provide labor, materials, tools, transportation, equipment and incidentals necessary to perform work as indicated on the Plans and as herein specified.
- B. Related Sections.

Section 03 11 13 - Concrete Formwork
- C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the Engineer.
- D. Definitions.
 - 1. City: City of South Gate.
 - 2. Engineer: City Engineer, or the City Engineer's designated representative.
 - 3. ASTM: American Society of Testing Materials

1.02 QUALITY ASSURANCE

- A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- B. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.
- C. The work included in this section will be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

- D. Material quality standards and testing procedures shall be in accordance with all ASTM standards and testing procedures and shall be the latest requirements.
 - 1. All tests shall be made by a testing laboratory acceptable and approved by the Engineer.
 - 2. One mechanical analysis and one decantation test shall be made of the sand and coarse aggregate proposed for the work.
- E. Reinforcing Steel: All steel shall be Grade 60 billet steel conforming to ASTM A-615.

1.03 SUBMITTALS:

- A. Shop Drawings: ~~Submit for concrete slabs showing dimensioned locations and types of construction and expansion joints.~~
- B. Samples: ~~Prepare minimum 4 foot square samples of each required slab finish excluding only monolithic trowel and float finishes. Include a transverse expansion joint, scoring, and edging.~~
- C. Concrete Mix Design: Submit concrete mix design for review and approval.

PART 2: PRODUCTS

2.01 MATERIALS

- A. Concrete shall have a minimum compressive strength at 28 days of 2500 psi.
- B. Portland Cement shall be Type V, low alkali, and shall conform to ASTM C150.
- C. Concrete aggregate shall conform to ASTM C33. All aggregate shall be well graded and selected from a source that has a proven history of non-reactivity. Maximum aggregate size shall be 3/4 inch.
- D. Fine aggregate shall consist of washed natural sand having hard, strong and durable particles and which does not contain more than 2% by weight of clay, loam, shale, alkali, organic matter or other deleterious substances.
- E. Coarse aggregate shall consist of clean, hard, fine grained, sound crushed rock or gravel, which does not contain more than 5% by weight of flat, chip-like, thin, elongated, friable or laminated pieces. Any piece having a major

dimension in excess of two and one-half (2 1/2) times the average thickness and which will adversely affect the strength of the concrete shall not be used.

- F. Water shall be clean and free from deleterious amounts of acids, alkalis, and organic materials.
- G. Imprint pattern and color shall be as noted on the plan under construction materials schedule.
- H. Each component of the concrete mix shall be supplied from the same source for the entire project.

2.02 PROPORTIONS AND MIXING

- A. The concrete shall be composed of cement, sand and coarse aggregate in the proportions as determined by the testing laboratory. Cost of mix design shall be borne by Contractor.
- B. Slump: Adjust quantity of water so concrete at time of placing does not exceed the following slumps when tested according to ASTM C143. Use the minimum water necessary for workability required by part of structure being cast.

Part of Structure	Maximum Slump Inches	Maximum Water-Cement Ratio
Footings, foundation walls, and mass concrete, not reinforced	4	0.6
Slabs on grade, reinforced and non-reinforced	3	0.45
Reinforced concrete over 8" thick	4	0.5
Reinforced concrete 8" or less thick	4-1/2	0.5
All other concrete	4	0.5

- C. The concrete shall be mixed as follows:
 - 1. Each transit mixer shall be equipped with automatic devices for recording the number of revolutions of the drum prior to completing the mixing, with peripheral drum speed of approximately 200 feet per minute.
 - 2. Transit-mix concrete shall be mixed for a period of not less than ten (10) minutes. At least three (3) minutes of the mixing period shall be immediately prior to discharging at the job.

3. Transit-mix concrete shall not be delivered to the work with the total specified amount of water incorporated therein. Two (2) gallons of water per cubic yard shall be withheld, and may be incorporated in the mix, before the concrete is discharged from the mixer truck.
4. The concrete, at time of placing, shall be in such condition that it can be properly placed.

2.03 MISCELLANEOUS CONCRETE

- A. Concrete band

PART 3: EXECUTION

3.01 PLACING CONCRETE

- A. Before the placing of any concrete, all forms shall be thoroughly cleaned and wet. Concrete shall be poured into forms immediately after it is mixed, so that no separation will occur. No concrete which has stood for more than fifteen (15) minutes after leaving the mixer shall be used. Concrete shall be rejected if not placed in its final position within ninety (90) minutes after water is first added to the batch.
- B. Maximum free drop of concrete shall not be more than 5'-0". Use tremies in deep sections.
- C. The location of all stoppages shall be approved by the Engineer.
- D. The flow surface of the freshly poured concrete shall be level whenever any pour is stopped and tight dams shall be built as necessary to accomplish this result. Construction joints shall be made only when unavoidable, and then only at the point determined by the Engineer. Details of such joints shall be as directed by the Engineer.
- E. Before the placing of any concrete, the surface of the previously poured concrete shall be clean, wet and free of oil or any other contamination.
- F. Install concrete and cement finish work true to lines, dimensions, levels, and finish with smooth unblemished surfaces for exterior finishes specified on Plans.
- G. Remove and replace defective concrete or cement work with new materials. Permission to patch any defective area shall not be a waiver of the right of

the City to require complete removal of defective work if patching does not restore quality and appearance of work.

- H. No advertising impression, stamp, or mark of any description will be permitted on surface of concrete or cement finish.

3.02 CONCRETE FINISH

- A. Compact and tamp concrete as specified to bring 3/8" of mortar to surface, wood float to straight edges and screeds, and apply following finishes. Do not use steel or plastic floats of any kind for initial floating operations. Unless otherwise specified, do not apply finishes until surface water disappears and surface is sufficiently hardened. Remove any bleed water and laitance as it appears.
- B. The color for concrete paving shall be as shown on plans.

3.03 EXPANSION AND CONTROL JOINTS

- A. Expansion joint material shall be as noted on the Plans.
- B. Locate expansion and control joints to least impair the strength and appearance of the structure. In no case place an intersecting construction joint in such a way that two intersecting walks are separated by a construction or control joint at the point of intersection. Transition curves shall be part of a continuous pour of the intersection slab.
 - 1. Expansion joints shall be a maximum of twenty feet (20') apart, with control joints a maximum of ten feet (10') from expansion joints. Exception to this are specialty work joints which will be laid out as shown on the Plans.
 - 2. The Contractor shall obtain the Engineer's approval of layout showing proposed location of joints before pouring concrete.
- C. Caulking of expansion joints where called for on the Plans shall be done with a non-tracking, multi-part flow type, self-leveling, polyurethane sealant manufactured by Chem-Seal, Grace, 3-H or approved equivalent.
 - 1. Color shall match the color of the concrete where the expansion joint occurs unless shown otherwise on the plans.
 - 2. Caulking shall be done by an experienced applicator in a workmanlike manner, in smooth straight runs, after thoroughly cleaning and priming joints.

3. All work shall be done in strict accordance with manufacturer's printed recommendations. Do not permit traffic to travel over seated joints until sealer has fully cured.

3.04 QUALITY CONTROL

- A. Smoothness tolerance exterior concrete finish surfaces shall be of such smoothness and evenness that they shall contact the entire length of a 10' straight edge laid in any direction, with an allowable tolerance of 1/8 inch. Any operations necessary to achieve this result shall be performed by the Contractor at no additional cost to the City.
- B. Inspections will be provided as necessary. Call for inspection two (2) working days prior to need.
- C. The Contractor shall call for inspection during specific phases of construction. They shall include:
 1. All form work prior to pouring.
 2. All footings prior to pouring.
 3. Subgrade prior to pouring.
 4. Drag form approval.
 5. At beginning of imprinting.
- D. Contractor shall notify the Engineer twenty-four (24) hours prior to pouring any concrete.
- E. Any work covered prior to inspection shall be opened to view by the Contractor at his expense.

3.05 TESTING

- A. Compression tests of concrete shall be made as required by the Building Code except that compression tests of any grade of concrete shall be made whenever the quantity of that grade used in the project exceeds 25 cubic yards. At least two identical cylinders of each grade of concrete shall be taken of each 100 cubic yards of concrete or fraction thereof placed in the work. The cylinders shall be tested in a testing laboratory and test reports submitted to the City.

- B. Storage of test cylinders on the site and after delivery to the testing shall be in accordance with ASTM Designation C31.
1. Should the strength by test fail, the mix shall be adjusted so that the resulting concrete shall comply with the minimum requirements, and all additional expense resulting from such adjustment shall be borne by the Contractor.
 2. Should the strength of any grade by test fall below minimum, concrete from the defective pours which is in place may be tested by the core method. If such tests show the concrete to be defective, the concrete shall be removed and replaced or adequately strengthened as required under the governing Code. All expenses involved shall be borne by the Contractor.
 3. Testing of concrete shall be at the discretion of the Engineer.

PART 4: PAYMENT

4.01 MISCELLANEOUS CONCRETE

Payment for Miscellaneous Concrete will be considered as included in the lump sum contract price for each bid item the work as preformed and no additional compensation will be made therefor.

END OF SECTION

SECTION 05 73 13 – ORNAMENTAL TUBULAR STEEL FENCES

PART 1: GENERAL

1.01 DESCRIPTION

Tube Steel Fence

1.02 RELATED SECTIONS

- A. Section 03 11 13 – Concrete Formwork
- B. Section 03 30 53 – Miscellaneous Concrete
- C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

1.03 SUBMITTALS:

- A. Shop Drawings: Layout of fence and gates with dimensions, details and finishes of component accessories and post foundations.
- B. Product Data: Manufacturer's catalogue cuts indicating material compliance and specified options.
- C. Samples: Color selections for finishes. If requested, samples of materials, (e.g. finials, caps, and accessories).

PART 2: PRODUCTS

2.01 MANUFACTURER

- A. Products from qualified manufacturers having a minimum of 5 years experience manufacturing ornamental picket fencing.
- B. Ornamental Picket Fence:
Style: Per detail - see plans
Height: Per detail – see plans

2.02 TUBE STEEL PICKETS, RAILS AND POSTS

- A. Pickets: Per plans
- B. Rails: Per plans
- C. Posts: Per plans
- D. Apply cold zinc galvanizing compound to coat all damaged galvanized finish or field welds
- E. Finish; Hot-dip Galvanized
 - 1. In accordance with ASTM A123 Grade 85, for steel and iron products; use ASTM A153, Class B2, for steel and iron hardware.
 - 2. Fabricate items for galvanizing in one piece in greatest extent possible for separate panels. Field welding of galvanized main components will not be permitted.
 - 3. Surfaces shall be free of icicles, spangles and puddling. Provide venting holes at all enclosed sections; Drilled holes are acceptable. Locate venting holes at a low point to prevent rainwater from entering and standing water. See drawings and schedules for extent of steel items to be provided with a galvanized finish.

PART 3: EXECUTION

3.01 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Ensure concrete alignment and elevations are clearly established.

3.02 INSTALLATION

- A. Install fence in accordance with these plans and specifications.
- B. Space posts uniformly at 8' on center unless otherwise indicated.
- C. Concrete Set Posts: All post will be set in a concrete footing as indicated in detail. Construct concrete footing as indicated in detail.
- D. Gate Posts and Hardware: Not applicable on this project

- E. Check each panel for vertical and top alignment, and maintain in position during placement and finishing operation.
- F. Permanently attach caps to the tops of all pickets and posts to prevent removal.

3.03 CLEANING

Clean up debris and unused material and remove from site.

PART 4: PAYMENT

4.01 TUBULAR STEEL FENCE

Payment for Tubular Steel Fencing will be considered as included in the lump sum contract price for each bid item the work as preformed and no additional compensation will be made therefor.

END OF SECTION

SECTION 12 93 00 – SITE FURNISHINGS AND MISCELLANEOUS MATERIALS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Provide all labor, materials, tools, transportation and incidentals to provide and install Site Furnishings and Miscellaneous Materials as indicated on the Plans and as herein specified.
- B. Related Section.
Section 033053: Miscellaneous Concrete
Section 031113: Concrete Formwork
- C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

1.02 QUALITY ASSURANCE

- A. Shop Drawings: Provide shop drawings for each component and each item of site furniture. Shop drawings shall indicate layouts, component locations, dimensions, set-backs, details of assembly, anchors, footing details and all appurtenances required to assemble components. Three (3) sets of shop drawings shall be submitted to the City within twenty-one (21) calendar days after award of contract.
- B. Product Data: Provide data on all site furnishings, equipment and materials, including accessories, utility characteristics, connection requirements and product cut-sheets. Three (3) sets of product data shall be submitted to the City within twenty-one (21) calendar days after award of contract.
- C. Manufacturer's Installation Instructions: Provide three (3) sets of the manufacturer's installation instructions to the City within twenty (21) calendar days of award after the contract.
- D. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone and fax numbers on the Plans and in the Specifications, are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.03 DELIVERY, STORAGE AND HANDLING

Store and protect all site furnishings.

1.04 RELATED REQUIREMENTS

- A. Obtain all permits (except permanent easements) and licenses and give notice and pay for all fees necessary to complete work under this Section as delineated or specified at no additional cost to City.
- B. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where the articles used furnish directions and cover points not delineated on the Plans or in the Specifications.
- C. The Specifications only indicate the quality and workmanship to be performed rather than a detailed description of the performance of the work. Install said site furnishings, materials and equipment in such a manner that they will operate efficiently and evenly.
- D. In the event of any discrepancies between the Plans and the Specifications, the final decision as to which will be followed shall be made by the Engineer, or his designated representative. In the event the installation is contradictory to the direction of the Engineer; the installation shall be rectified by the Contractor at no additional cost to City.

1.05 REGULATORY REQUIREMENTS

- A. The work shall conform to Americans with Disabilities Act (ADA), U.S. Consumer Product Safety Commission-Public Playground Handbook for Safety and California Disabled Access Regulations-Title 24. The Contractor shall be responsible for compliance and provide written documentation for compliance to the Engineer upon installation of all equipment and material governed by said regulations.
- B. All work shall conform to the City standards for public construction and any other agency's standards for public construction having jurisdiction over the work.
- C. Provide certificate(s) of compliance from authority(s) having jurisdiction over the work. The certificate(s) shall indicate approval of products and their installation. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

1.06 SAMPLES AND SUBSTITUTIONS

- A. All workmanship, equipment, materials, and articles incorporated shall be the best available grade of their respective kind.

- B. Provide a sample of each component specified. Accepted samples may be used in the Work.

Submit three (3) sets of a typewritten list of equipment and materials as specified to the Engineer within twenty-one (21) days after award of contract. This list shall give the name, model number, and manufacturer, and shall be accompanied by cut sheets or reproductions of catalog pages for all of the equipment and material to be installed.

- C. Substitutes must be approved a minimum of 10 days prior to the bid date. Any approval of alternate manufacturer shall be through an addendum prior to the bid date and shall not be allowed without written notification.

Alternate suppliers shall meet the requirements of the specified product and shall provide proof of equivalency.

- D. Approval of substitutions will not relieve the Contractor from complying with the requirements of the Contract Documents, Plans and Specifications. Pay at Contractor's sole expense for all changes caused by approved substitutions which affect other items of work.

PART 2 – PRODUCTS

2.01 MATERIAL

- A. Whenever a material or process is delineated or specified by patent, proprietary name or process, or manufacturer's name, such specifications are used for the purpose of facilitating the description of material or process desired.
- B. Information pertaining to the product as to the manufacturer, material, model, color, finish, etc. is shown on the plan.

2.02 COMPONENTS

- A. Poly Cap Fence Guard
- B. Backstop Replacement Planks/Boards

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify site conditions and surfaces are ready to receive work.
- B. Verify that layout and site are compatible.

3.02 PREPARATION

- A. Layout and stake locations of components for approval by Engineer prior to installation.
- B. Review layout requirements with other affected work.

3.03 INSTALLATION

- A. Install in accordance with City standards and manufacturer's instruction.
- B. Provide concrete footings for site furnishings as detailed on the Plans or as herein specified.
- C. All items listed under part 4, payment and the price bid for each item shall be installed as shown on the construction plans, construction details, and as specified herein.

3.04 SITE CONDITIONS

Promptly repair damage to facilities caused by construction operations.
Cost of repair at Contractor's sole expense.

PART 4 – PAYMENT

4.01 POLY CAP FENCE GUARD

Payment for Poly Cap Fence Guard will be made at the contract unit price per lineal foot (LF) as set forth in the bid schedule.

4.02 BACKSTOP REPLACEMENT PLANKS

Payment for the removal, replacement and painting of all backstop replacement planks/boards will be considered included in the lump sum contract price for each bid item the work was preformed, and no additional compensation will be made therefor

END OF SECTION

SECTION 32 31 13- CHAIN LINK FENCE

PART 1: GENERAL

1.01 DESCRIPTION

- A. The General Provisions shall apply to all Chain Link Fence work. The Contractor shall provide all labor, materials, tools, transportation, equipment and incidentals necessary to perform work as indicated on the Plans and as herein specified.
- B. Related Sections.
 - 1. Section 02750: Miscellaneous Concrete
- C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the Engineer.
- D. Definitions.
 - 1. City: City of South Gate
 - 2. Engineer: City Engineer or the City Engineer's designated representative.
- E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone and fax numbers on the Plans and in the Specifications are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.02 QUALITY ASSURANCE

- A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- B. Manufacturer's directions, specifications and detailed drawings shall be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

- C. The work included in this section will be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.
- D. Perform Work in accordance with ANSI/ASTM F567 and manufacture's specifications.

1.03 REFERENCES

- A. ANSI/ASTM A123 - Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products.
- B. ANSI/ASTM F567 - Installation of Chain Link Fence.
- C. ASTM A116 - Zinc-Coated (Galvanized) Steel Woven Wire Fence Fabric.
- D. ASTM A120 - Pipe, Steel, Black and Hot Dipped Zinc Coated (Galvanized) Welded and Seamless, for Ordinary Uses.
- E. ASTM A153 - Zinc Coating (Hot Dip) on Iron and Steel Hardware.
- F. ASTM A392 - Zinc-Coated Steel Chain-Link Fence Fabric.
- G. ASTM C94 - Ready-Mixed Concrete.
- H. Chain Link Fence Manufacturers Institute (CLFMI) - Product Manual.
- I. FS RR-F-191 - Fencing, Wire and Post Metal (and Gates, Chain Link Fence Fabric, and Accessories).

1.04 SYSTEM DESCRIPTION

- A. Construct all chain link fencing items including but not limited to fencing, gates, dugouts, back stops, etc.
- B. Fence Height: As indicated on the Plans.
- C. Line Post Spacing: At intervals not exceeding ten (10) feet.

1.05 SUBMITTALS

- A. Contractor to submit the following samples and product data for galvanized and PVC color coated chain link fencing for City approval prior to ordering of materials. Submit sample within 21 calendar days of notice to proceed. Contractor to certify that furnished material meets specification requirements.
 - 1. Shop Drawings: Indicate plan layout, spacing of components, post

foundation dimensions, hardware anchorage, and schedule of components.

2. Product Data: Provide data on fabric, posts, accessories, fittings and hardware.
3. Submit two (2) samples in the required finish specified herein of the following:
 - a. 12" square of fabric.
 - b. 6" length of each type and size of end and line posts.
 - c. 6" length for each size of bottom and top rails.
 - d. Each fitting and accessory.
4. Manufacturer's Installation Instructions: Indicate installation requirements for post foundation, anchor bolt templates, gates, fabric and all appurtenances.

1.06 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with a minimum of five (5) years documented experience.
- B. Installer: Company specializing in installation of chain link fencing with a minimum of five (5) years documented experience.

1.07 MATERIALS AND FIELD MEASUREMENTS

- A. It is strongly suggested that the contractor familiarize himself with the work to be performed to successfully execute the proposed improvements as indicated on the Plans prior to providing a bid estimate. Prior to bid, the contractor shall field verify lengths, dimensions and quantity of materials necessary to implement these improvements. Any questions or clarifications of improvements shall be immediately brought to the attention of the Engineer. Failure to do so will not relieve the Contractor of his responsibility to correct any improper installation.

PART 2: PRODUCTS

- 2.01 General. All materials and fittings shall be new, and all ferrous materials shall be coated in accordance with section 210-3 Galvanizing of the "Greenbook".
 - A. Finish: All steel components to be Galvanized.

- B. The base material for the manufacture of steel pipe used for posts, braces, top rails, and gate frames shall conform to the requirements of ASTM F 1083, Schedule 40, for Class 1 or ASTM A 569 for Class 1A. Class 1A steel shall have a minimum yield strength of 345Mpa (50,000 psi). All unit weights shall be subject to the standard mill tolerance of plus or minus 5 percent (see section 206-6.2 Materials for Posts, Rails, and Braces and Table 206-6.2 (A) in the "Greenbook").
- 2.02 Posts. Posts shall have a total length of not less than the depth of the concrete footing, as specified herein, plus the length required above ground. Where no top rail is required, pipe posts shall be fitted with suitable caps.
- 2.03 Top Rails. Top rails shall be furnished in random lengths of approximately (20 feet) where required.
- 2.04 Galvanized Fabric. Chain link fabric shall conform to the requirements of ASTM A 392. The fabric shall be 3.8mm (9-gauge) for all fences.
- A. Chain link fabric shall be woven into approximately (2-inch), or (1-inch) mesh, as stated on plans, and galvanized either prior to or after fabrication, unless otherwise specified.
 - B. Fabric shall have knuckled finish on top and bottom edges.
- 2.05 PVC Color Coated Chain Link Fabric. PVC Color Coated Chain Link Fabric shall be (9 gauge)
- A. PVC Color Coated Chain link fabric shall be woven into approximately (1 ³/₄-inch) or (1-inch) mesh, as stated on plans. The PVC coating shall be thermally fused to the metallic coated steel. Refer to Plans for color.
 - B. Fabric shall have knuckled finish on top and bottom edges.
- 2.06 Tension Wires and Fabric Ties. Tension wires shall be at least (7-gauge) galvanized coil spring steel wire.
- A. Ties used to fasten the fabric to posts, rails, and gate frames shall be not smaller than 3.1mm (9-gauge) galvanized steel, (6-gauge) aluminum wire, or approved noncorrosive metal bands.
 - B. Tension bars used in fastening fabric to end and corner posts and gate frames shall be galvanized high carbon steel bars not smaller than (3/8 inch) by 19mm (3/4 inch).

- 2.07 Truss or Tension Rods. Truss or tension rods used in trussing gate frames and line posts adjacent to end corner, slope or gate posts shall be adjustable (3/8-inch)-diameter galvanized steel rod. When used in trussing line posts, adjustment shall be provided by means of galvanized turnbuckles or other suitable tightening devices.
- 2.08 Fittings. All required fittings and hardware shall be galvanized.
- A. Couplings to connect the individual lengths of top rail shall be of the outside sleeve type and at least 7 inches long. The bore of the sleeves shall be sufficiently true to maintain adjacent lengths of rail in alignment.
- B. Caps shall be cast steel galvanized sized to post diameter with a set screw retainer. Caps designed to fit securely over the posts and carry a top rail where specified.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Procedures.
1. Install framework, fabric, accessories and gates in accordance with ANSI/ASTM F567 and manufacturer's instructions.
 2. Set gates and posts plumb, in concrete footings with top of footing 6 inches below finish grade. Slope top of concrete for water runoff.
 3. Line Post Footing Depth Below Finish Grade: ANSI/ASTM F567.
 4. Corner, Gate and Terminal Post Footing Depth Below Finish Grade: ANSI/ASTM F567.
 5. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and gate posts.
 6. Provide top rail through line post tops and splice with 6-inch-long rail sleeves.
 7. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.
 8. Position bottom of fabric no more than 2 inches above finished grade.

9. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.
 10. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
 11. Provide concrete center drop to footing depth and drop rod retainers at center of double gate openings.
 12. Install fabric toward field side of fence.
- B. Top and Bottom Rails
1. Fence shall have top and bottom rails.
 2. Top rails shall run continuously through post caps.
- C. Fabricate all fabric, posts, gates, brackets and accessories prior to delivery to site. Align fence panels and gates between posts and firmly attach per plan details. Ensure fabric, gates, and posts remain plumb.

3.02 INSTALLATION TOLERANCES

- A. Maximum Variation from Plumb: 1/4 inch.
- B. Maximum Offset from True Position: 1 inch.
- C. Components shall not infringe on adjacent property lines.

3.03 GATE INSTALLATION

- A. Install gates plumb, level and secure for full opening without interference.
- B. Attach hardware by means which will prevent unauthorized removal.
- C. Adjust hardware for smooth operation.

3.04 CLEANING

Clean up debris and unused material, and remove from site.

PART 4: PAYMENT

4.01 CHAIN LINK FENCING & GATES

Payment for Chain Link Fencing and Gates will be considered as included in the lump sum contract price for each bid item the work was performed and no additional compensation will be made therefor.

4.02 PVC COLOR COATED FENCING & GATES

Payment for PVC Color Coated Chain Link Fencing and Gates will be considered as included in the lump sum contract price for each bid item the work was performed and no additional compensation will be made therefor.

END OF SECTION

CITY OF SOUTH GATE: CITY CLERK OFFICE

BID OPENING FOR: SG PARK FENCE REPLACEMENT, CITY PROJECT NO. 550-PRK, FEDERAL HUD NO. 728

September 14, 2023 10:00 a.m.

	BIDDER NAME	BASE BID	ALTERNATE BID A	ALTERNATE BID B	ALTERNATE BID C
1	Conservation Corps of Long Beach 3251 E. 19 th St Signal Hill, CA 90755	\$ 2,980,798.78	\$	\$	\$
2	Quality Fence Co. 14929 Garfield Ave Paramount, CA 90723	\$ 1,785,000.00	\$	\$	\$
3	Izurieta Fence Company 3000 Gilroy Street Los Angeles, CA 90039	\$ 2,870,000.00	\$	\$	\$
4		\$	\$	\$	\$

APPARENT LOWEST RESPONSIBLE BIDDER: Quality Fence CoBy: Yodit Glaze/dm
Yodit Glaze, City ClerkBy: Steve Costley
Steve Costley, Project Manager



OCT 17 2023
6:00pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 24, 2023**Originating Department: **Police**

Department Director:  City Manager: 
Darren Arakawa Chris Jeffers

SUBJECT: AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC., FOR CROSSING GUARD SERVICES

PURPOSE: To enter into an agreement with All City Management Services, Inc., for Crossing Guard Services to continue to provide for the safety of students, parents, and staff as they walk to and from school, and to ensure that designated intersections are controlled and monitored during peak periods of pedestrian presence.

RECOMMENDED ACTION: The City Council will consider:

- Approving an Agreement with All City Management Services, Inc. ("ACMS"), for crossing guard services for a one (1) year term effective July 1, 2023 - June 30, 2024; and
- Appropriating an additional \$32,099.16 from the General Fund unallocated fund balance for the Crossing Guard Program; and
- Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: ACMS has increased rates commensurate with the cost of living and rising operational costs. These price increases are reflected in an increase from \$25.19 per hour in fiscal year 2022-2023 to \$29.21 per hour in fiscal year 2023-2024. Funds of \$584,115 were initially budgeted from the Crossing Guard Program for crossing guard services during the FY2023-2024 budget process. However, the total annual projected costs of services for this service contract are \$616,214.16, an increase of \$32,099.16. Reflected in the increased cost is the addition of two crossing guard locations for Willow Elementary and the hourly rate increase.

BACKGROUND: Since August of 1994, the City has contracted with ACMS to provide crossing guard services throughout the city. The decision to contract this operation was based on cost savings and increased operational services. The responsibility of adequately staffing school crossing locations, if a crossing guard was unable to fill his/her shift, was that of the Police Department and a sworn police officer would often be pulled off the streets to provide coverage. By utilizing this third party, the Police Department transfers the staffing responsibility to ACMS. Additionally, the department has been very satisfied with the services provided by ACMS.

Although the South Gate Police Department has been satisfied with the service provided by

ACMS, the opportunity to evaluate similar services and pricing from another contractor was recently explored. Staff conducted research and found that ACMS is essentially the only vendor in the area that can provide services on the scale required by the City of South Gate. ACMS has provided the City with outstanding service for over 20 years, as well as being immensely responsive to the City's needs and requests.

ATTACHMENTS: A. Proposed Agreement (including Exhibit A)
B. Pricing Letter and Intersection locations from ACMS for FY2023-24

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CROSSING
GUARD SERVICES BETWEEN THE CITY OF SOUTH GATE AND ALL
CITY MANAGEMENT SERVICES, INC.**

This Agreement for Professional Services for Crossing Guard Services ("Agreement") is made and entered into on July 1, 2023, by and between the City of South Gate, a municipal corporation ("City"), and All City Management Services, 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 crossing guard 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. In the event of a conflict between Exhibit "A" and this Agreement, the terms of this Agreement shall prevail.
2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Six Hundred Sixteen Thousand, Two Hundred and Fourteen Dollars (\$616,214)** 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 Chief of Police 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 **July 1, 2023**, and will remain in effect for a period of one-year, 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.

4. CITY AGENT. The Chief of Police ("Director"), or his/her 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 thirty (30) 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 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
Darren Arakawa, Chief of Police
8620 California Avenue
South Gate, CA 90280
Email: darakawa@sogate.org
TEL: (323) 563-5408

WITH COURTESY COPY TO:

City Clerk's Office
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email: yglaze@sogate.org
TEL: (323)563-9510

TO CONSULTANT:

Demetra Farwell
Corporate Secretary
All City Management Services, Inc.
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA, 90670
Email: demetra@thecrossingguardcompany.com
TEL: (424)298-9307

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 **July 1, 2023**, and will remain in effect through and including **June 30, 2024**, 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:

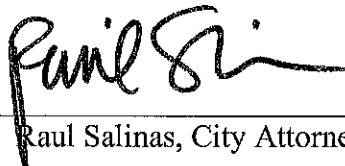
By: _____
Maria del Pilar Avalos, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul Salinas, City Attorney

ALL CITY MANAGEMENT SERVICES, INC.

By: _____
Demetra Farwell, Corporate Secretary

Dated: _____



EXHIBIT A

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated July 1, 2023 and is between the CITY OF SOUTH GATE (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on no later than July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon by written amendment to this contract. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).
11. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
12. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
13. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-nine Dollars and Twenty-one Cents (\$29.21) per hour, per Crossing Guard during the

term. Based on a minimum of thirty-seven (37) and based upon a projected (21,096) hours of service the cost shall not exceed Six Hundred Sixteen Thousand, Two Hundred and Fourteen Dollars (\$616,214.00) per year.

14. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
15. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
16. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
17. This Agreement constitutes the complete and exclusive statement of the agreement among the parties subject to the terms of the Professional Services Agreement with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

All City Management Services Inc.

Client Worksheet 2023 - 2024

Department: 1001501

Billing Rate for 2023 - 2024: \$ 29.21

City of South Gate
8620 California Ave
South Gate, CA 90280

KEY:**Traditional Calendar:**

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

		99		180		\$29.21	=	\$520,522.20
33 Sites at 3.00 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate			
		17		144		\$29.21	=	\$71,506.08
4 Sites at 4.25 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate			
		23		36		\$29.21	=	\$24,185.88
Sites at 5.75 hrs early release	Total Hrs/day	X	days/yr	X	Hourly Billing Rate			

TOTAL PROJECTED HOURS

21,096.00

TOTAL ANNUAL PROJECTED COST

\$616,214.16



ALL CITY MANAGEMENT SERVICES

INTERSECTIONS REPORT

Department Code: 1001501

Department Name: South Gate, City of

District Name: Los Angeles USD

Total Guards	Total Schools	School Name	Location Code	Location Name
1	1	Liberty Boulevard Elem	1472	Liberty Blvd / Long Beach Blvd (SE)
2		Liberty Boulevard Elem	1473	Liberty Blvd / Seville Ave (SW)
3	2	Bryson Avenue Elem	178	Alexander Ave / Missouri Ave (W AM / E PM)
4		Bryson Avenue Elem	1266	Hunt Ave / Tweedy Blvd (NE)
5	3	Hollydale Elem	2314	Main St / Garfield Ave (SW)
6		Hollydale Elem	2313	Main St / Pennsylvania Ave (SE)
7	4	Independence Elem	1294	Independence Ave / State St (NE)
8		Independence Elem	1295	Independence Ave / Victoria Ave (E AM / W PM)
9	5	Lugo Elementary	1855	Pendleton Ave / Wright Rd (SW)
10	6	Montara Avenue Elem	1647	Montara Ave / Tweedy Blvd (N AM / SE PM)
11	7	Saint Helen Elem	1532	Madison Ave / Southern Ave (SW)
12	8	San Gabriel Elem	1997	San Juan Ave / Ardmore Ave (SW)
13		San Gabriel Elem	1998	San Juan Ave / Firestone Blvd (NW)
14	9	San Miguel Elem	2000	San Miguel Ave / Tweedy Blvd (NW Corner)
15	10	South East Mid	2160	Tweedy Blvd / Stanford Ave (SW)
16		South East Mid	2161	Tweedy Blvd / Truba Ave (NW AM / SW PM)
17	11	South Gate Mid	2002	San Vincent Ave / Southern Ave (SW)
18		South Gate Middle	1797	Otis St / Firestone Blvd (IFOS) (E AM / W PM)
19	12	Stanford Avenue Elem	1284	Illinois Ave / Long Beach Blvd (E AM / W PM)
20		Stanford Avenue Elem	1285	Illinois Ave / Stanford Ave (NW)
21		Stanford Avenue Elem	1286	Illinois Ave / Truba Ave (NE)
22	13	Stanford Primary	1355	Kansas Ave / Long Beach Blvd (NW)
23	14	State Street Elem	1531	Madison Ave / Santa Ana St (IFOS - SE)
24		State Street Elem	2014	Santa Ana St / State St (NW)
25	15	Tweedy Boulevard Elem	1871	Pinchurst Ave / Tweedy Blvd (NW)
26		Tweedy Boulevard Elem	2091	Southern Ave / Atlantic Ave (SW)
27		Tweedy Boulevard Elem	2162	Tweedy Blvd / Atlantic Ave (NW)
28		Tweedy Boulevard Elem	20507	Tweedy Blvd/Atlantic Ave (SE)
29	16	Victoria Avenue Elem	550	California Ave / Duane Way (W)
30		Victoria Avenue Elem	553	California Ave / Missouri Ave (E)
31		Victoria Avenue Elem	1636	Missouri Ave / State St (SW)
32		Victoria Avenue Elem	2181	Victoria Ave / Missouri Ave (SW)
33		Victoria Avenue Elem	2182	Victoria Ave / Tweedy Blvd (NW)
34	17	International Studies Learning Center	15549	Tweedy Blvd / Legacy Ln
35		International Studies Learning Center	15550	Tweedy Blvd / Legacy Ln
36	18	Willow Elem	20504	Long Beach Blvd / Willow Pl (SE)
37		Willow Elem	20505	Santa Fe Ave/Willow Pl (NE)

OCT 16 2023

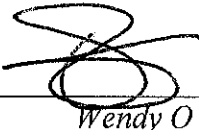
9:35am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of **October 24, 2023**
Originating Department: **Administrative Services**

Acting Department Director: _____


Wendy O'Kelly

City Manager: _____



Chris Jeffers

SUBJECT: MICROSOFT ENTERPRISE LICENSE AGREEMENT WITH SHI FOR OFFICE 365 LICENSES

PURPOSE: To approve an Enterprise License Agreement with SHI for Microsoft Office 365, a cloud-based electronic mail system for a three-year term.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving a Microsoft Enterprise License Agreement with SHI for Microsoft Office 365, a cloud-based electronic mail system, for a three-year term, in the amount of \$483,012.42, or \$161,004 annually; and
- b. Authorizing the issuance of a Purchase Order to SHI for the purchase of this 3-year Microsoft Enterprise License Agreement.

FISCAL IMPACT: Funds for this agreement are included in the Fiscal Year 2023-24 Adopted Budget in the Information Technology Fund.

ANALYSIS: Cloud-based applications, including Microsoft Office 365, are procured on a subscription basis versus the traditional model of purchasing a license which includes perpetual use. The procurement vehicle recommended by staff is a three-year subscription to Office 365, utilizing an existing Riverside County, CA contract with SHI that contains a piggy-back clause allowing other government agencies to take advantage of Riverside County's purchasing power. The Office 365 subscription would be paid annually for the three-year term. The City currently has a Microsoft Office 365 subscription that includes 450 user licenses.

BACKGROUND: On January 28, 2020, the City Council accepted the Technology Master Plan ("TMP") prepared by ClientFirst Technology Consulting. One of the key initiatives of the TMP was an upgrade of the City's electronic mail system. The City Council approved replacing the City's existing Microsoft Exchange 2010 with Microsoft Office 365 on July 28, 2020 and has been solely operating on Microsoft Office 365 ever since.

Benefits of the Microsoft Office 365 subscription include:

- Staff will have access to email and Word/Excel/PowerPoint files from anywhere on any authorized device.
- Staff will have access to calendars, resources, meetings and video conferences from anywhere on any authorized device.
- Office 365 can be used to collaborate with others from any location on documents or spreadsheets.
- Office 365 allows staff to utilize “Teams” (a subset of Office 365) for video conferences and collaboration.
 - Functionality for creating meeting notes and using virtual whiteboards are included in Teams.
- Office 365 allows secure file sharing between individuals and groups.
 - Provides file transfer capabilities for files too large for email.
 - Groups can be internal to South Gate or can include third parties, allowing collaboration between agencies.

ATTACHMENTS: A. Quote from SHI
 B. Microsoft Customer Agreement



Pricing Proposal

Quotation #: 24041251

Reference #: 57435022

Created On: 10/10/2023

Valid Until: 11/10/2023

CA-City of South Gate

James Leabres

8650 California Ave

South Gate, CA 90280

United States

Phone: 323-563-9561

Fax:

Email: jleabres@sogate.org

Microsoft Inside Account Manager

Aidan FitzGerald

290 Davidson Ave

Somerset, NJ 08873

Phone: 732-652-6371

Fax:

Email: aidan_fitzgerald@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Coverage Term: 11/1/2023 – 10/31/2024 Note: EA 57435022 Renewal	400	\$475.20	\$382.07	\$152,828.00
2	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Coverage Term: 11/1/2024 – 10/31/2025 Note: EA 57435022 Renewal	400	\$475.20	\$382.07	\$152,828.00
3	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Coverage Term: 11/1/2025 – 10/31/2026 Note: EA 57435022 Renewal	400	\$475.20	\$382.07	\$152,828.00
4	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Coverage Term: 11/1/2023 – 10/31/2024 Note: EA 57435022 Renewal	400	\$0.00	\$0.00	\$0.00
5	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Coverage Term: 11/1/2024 – 10/31/2025 Note: EA 57435022 Renewal	400	\$0.00	\$0.00	\$0.00
6	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001	400	\$0.00	\$0.00	\$0.00

Contract Name: County of Riverside - Microsoft EA
 Contract #: RIVCO-20800-001-11/19
 Coverage Term: 11/1/2025 – 10/31/2026
Note: EA 57435022 Renewal

7	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Coverage Term: 11/1/2023 – 10/31/2024 Note: EA 57435022 Renewal	2	\$169.20	\$135.32	\$270.64
8	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Coverage Term: 11/1/2024 – 10/31/2025 Note: EA 57435022 Renewal	2	\$169.20	\$135.32	\$270.64
9	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Coverage Term: 11/1/2025 – 10/31/2026 Note: EA 57435022 Renewal	2	\$169.20	\$135.32	\$270.64
10	Entra ID P1 GCC Sub Per User Microsoft - Part#: MQM-00001 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Coverage Term: 11/1/2023 – 10/31/2024 Note: EA 57435022 Renewal	50	\$68.40	\$54.15	\$2,707.50
11	Entra ID P1 GCC Sub Per User Microsoft - Part#: MQM-00001 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Coverage Term: 11/1/2024 – 10/31/2025 Note: EA 57435022 Renewal	50	\$68.40	\$54.15	\$2,707.50
12	Entra ID P1 GCC Sub Per User Microsoft - Part#: MQM-00001 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Coverage Term: 11/1/2025 – 10/31/2026 Note: EA 57435022 Renewal	50	\$68.40	\$54.15	\$2,707.50
13	Exchange Online P1 GCC Sub Per User Microsoft - Part#: 3MS-00001 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Coverage Term: 11/1/2023 – 10/31/2024 Note: EA 57435022 Renewal	50	\$45.60	\$36.06	\$1,803.00
14	Exchange Online P1 GCC Sub Per User Microsoft - Part#: 3MS-00001 Contract Name: County of Riverside - Microsoft EA Contract #: RIVCO-20800-001-11/19 Coverage Term: 11/1/2024 – 10/31/2025 Note: EA 57435022 Renewal	50	\$45.60	\$36.06	\$1,803.00
15	Exchange Online P1 GCC Sub Per User	50	\$45.60	\$36.06	\$1,803.00

Microsoft - Part#: 3MS-00001
Contract Name: County of Riverside - Microsoft EA
Contract #: RIVCO-20800-001-11/19
Coverage Term: 11/1/2025 – 10/31/2026
Note: EA 57435022 Renewal

16	Intune P1 GCC Sub AP Per User	50	\$85.20	\$67.90	\$3,395.00
	Microsoft - Part#: 3QA-00008				
	Contract Name: County of Riverside - Microsoft EA				
	Contract #: RIVCO-20800-001-11/19				
	Coverage Term: 11/1/2023 – 10/31/2024				
	Note: EA 57435022 Renewal				

17	Intune P1 GCC Sub AP Per User	50	\$85.20	\$67.90	\$3,395.00
	Microsoft - Part#: 3QA-00008				
	Contract Name: County of Riverside - Microsoft EA				
	Contract #: RIVCO-20800-001-11/19				
	Coverage Term: 11/1/2024 – 10/31/2025				
	Note: EA 57435022 Renewal				

18	Intune P1 GCC Sub AP Per User	50	\$85.20	\$67.90	\$3,395.00
	Microsoft - Part#: 3QA-00008				
	Contract Name: County of Riverside - Microsoft EA				
	Contract #: RIVCO-20800-001-11/19				
	Coverage Term: 11/1/2025 – 10/31/2026				
	Note: EA 57435022 Renewal				

				Total	\$483,012.42
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Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Microsoft Customer Agreement

This Microsoft Customer Agreement (the "Agreement") is between Customer and Microsoft and consists of these General Terms, the DPA, the applicable Product Terms and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts it, applies to any order under this Agreement, and supersedes any end user license agreement that accompanies a Product. The individual who accepts the Agreement represents that they are authorized to enter into this Agreement on behalf of Customer. Capitalized terms have the meanings given under "Definitions."

General Terms

License to use Microsoft Products

- a. **Licenses for Products.** Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- b. **Duration of licenses.** Online Services and some Software are licensed on a subscription basis for a specified period of time. Subscriptions expire at the end of the applicable subscription period unless renewed. Some Subscriptions renew automatically until canceled. The Subscription term for Online Services that are billed in arrears based on usage is the same as the billing period unless otherwise specified in the Product Terms. Perpetual Software licenses become perpetual upon payment in full.
- c. **End Users.** Customer will control access to, and use of, the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.
- d. **Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.
- e. **Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. Products and Services Deliverables are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- f. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):
 - (i) reverse engineer, decompile, or disassemble any Product or Services Deliverable, or attempt to do so (except where applicable law permits despite this limitation);
 - (ii) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
 - (iii) work around any technical limitations in a Product or Services Deliverable or restrictions in Product documentation;
 - (iv) separate and run parts of a Product or Services Deliverable on more than one device;
 - (v) upgrade or downgrade parts of a Product at different times;
 - (vi) transfer parts of a Product separately; or

(vii) distribute, sublicense, rent, lease, or lend any Products or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

- g. **License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must provide the transferee a copy of these General Terms, the applicable Product Terms and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.
- h. **Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit Products, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend Product use if requirements are not met.

Professional Services

- a. **Performance of Professional Services.** Upon Microsoft's acceptance of each Statement of Services and subject to Customer's compliance with this Agreement, Microsoft will perform the Professional Services ordered as provided in this Agreement and the applicable Statement of Services.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Pre-existing Work.** All rights in any computer code or other written materials a party develops or obtains independent of this Agreement ("Pre-existing Work") will remain the sole property of the party providing it. Each party may use, reproduce, and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.
- d. **Services Deliverables.** Subject to Customer's compliance with this Agreement, Microsoft grants Customer a non-exclusive, limited license to use and modify the Services Deliverables as provided in this Agreement, including, without limitation, the reservation of rights, restrictions, and license transfer provisions under the section entitled License to use Microsoft Products. These licenses are solely for Customer's own use and business purposes in connection with its use of Products and are nontransferable except as expressly permitted under this Agreement or applicable law.
- e. **Affiliates' rights to Services Deliverables.** Customer may sublicense its rights in Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with this Agreement.

Non-Microsoft Products

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible and liable for its use of any Non-Microsoft Product.

Verifying compliance

- a. **Verification process.** Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. Microsoft may engage an independent auditor under nondisclosure obligations to perform the verification. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and visual

access to systems running the Products. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

- b. Remedies for non-compliance.** If verification reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less.

Data Protection and Processing

Microsoft and its Affiliates, and their respective agents and subcontractors, will process Customer Data, Personal Data, and Professional Services Data as provided in this Agreement and the DPA, which is incorporated by reference. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

Confidentiality

- a. Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, Professional Services Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products, or services.
- b. Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Product Terms and DPA provide additional terms regarding the disclosure and use of Customer Data.
- c. Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
- d. Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
- e. Duration of Confidentiality obligation.** These obligations apply: (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Warranties

- a. Limited warranties and remedies.** To the extent permitted by applicable law, the remedies below are Customer's sole remedies for breach of the warranties provided in this section, and Customer waives any warranty claims not made during the applicable warranty period.

- (i) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.
 - (ii) **Software.** Microsoft warrants that the Software version that is current at the time Customer acquires it will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (1) return the amount Customer paid for the Software license or a prorated portion of the applicable subscription fee or (2) repair or replace the Software.
 - (iii) **Professional Services.** Microsoft warrants that it will perform Professional Services with the applicable professional standard of care and skill in the industry. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days from the completion of the work giving rise to the warranty claim, then Microsoft will, at its discretion, either re-perform the Professional Services or return the amount Customer paid for them.
- b. Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement or applicable documentation, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.
- c. Disclaimer.** Except for the limited warranties above or as required by applicable law, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties and conditions, including warranties and conditions of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Professional Services that are provided without charge are provided "AS IS," WITHOUT ANY WARRANTY OR CONDITION.

Defense of third-party claims

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Services Deliverable made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product or Services Deliverable with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Services Deliverable after being notified to stop due to a third-party claim.
- b. By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Services Deliverable, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability

Subject to the Exclusions, Exceptions and Applicability provisions in subsections e, f, and g, each party's liability to the other party for each Product or Professional Service provided under this Agreement is limited to direct damages finally awarded, not to exceed an amount determined as follows:

- a. **Perpetual Licenses.** For each Product licensed on a perpetual basis, each party's maximum, aggregate liability is the amount Customer paid for the applicable licenses.
- b. **Subscriptions.** For each Product licensed on a subscription basis, each party's maximum, aggregate liability is the total amount of subscription fees Customer paid to use the Product during the 12 months preceding the most recent incident giving rise to the claim(s).
- c. **Professional Services.** For Professional Services, each party's maximum, aggregate liability is the amount Customer paid for the applicable Professional Services.
- d. **Free offers and distributable code.** For Products or Professional Services provided free of charge, and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- e. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages; loss of revenue, profits, or anticipated savings (whether direct or indirect); or loss of use, loss of business information, or interruption of business, however caused or on any theory of liability.
- f. **Exceptions.** No limitation or exclusions under this Agreement will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data and Professional Service Data, which will remain subject to the limitations and exclusions above); (2) obligations under the section entitled Defense of Third-Party Claims; or (3) violation of the other party's intellectual property rights.
- g. **Applicability.** To the extent permitted by applicable law, the limitations, exclusions, and exceptions set forth in this Limitation of Liability section apply to all claims and damages under or relating to this Agreement or the Products or Professional Services provided under this Agreement, including, without limitation, breach of contract, breach of warranty, strict liability, and negligence and other torts, even if the parties knew or should have known about the possibility of the damages.

Partners

- a. **Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.
- b. **Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner, Customer may choose to provide that Partner with administrator privileges. Customer consents to Microsoft and its Affiliates providing that Partner with Customer Data and Administrator Data for purposes of provisioning, administering, and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.
- c. **Product Support.** Partners may provide support for Products and other value-added services, and Partner is responsible for the performance of any services it provides. If Customer purchases Microsoft Support Services through a Partner, Microsoft will be responsible for the performance of those services subject to the terms of this Agreement.

Pricing and payment

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

- a. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.
- b. **Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide its balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.
- c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.
- d. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of up to two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.
- e. **Cancellation fee.** If a Subscription or Statement of Services permits early termination and Customer cancels the Subscription or Statement of Service before the end of the Subscription or billing period, Customer may be charged a cancellation fee. More details about cancellation can be found in the Product Terms.
- f. **Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to store Customer's payment details and process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of automated clearing house or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.
- g. **Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer will also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer will be responsible for any applicable stamp taxes and for all other

taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products or Professional Services by Customer to its Affiliates. Microsoft will be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination

- a. **Term.** This Agreement is effective until terminated by a party, as described below.
- b. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses. Licenses granted on a subscription basis and access to Online Services and Microsoft Support Services will continue for the remainder of the then-current subscription period(s) or support term, subject to the terms of this Agreement.
- c. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
 - (i) All licenses granted under this Agreement will terminate immediately except for fully paid, perpetual licenses.
 - (ii) All amounts due under any unpaid invoices shall become due and payable immediately. For Subscriptions billed in arrears based on usage, Customer must pay for all unpaid usage as of the termination date immediately upon receipt of an invoice.
 - (iii) If Microsoft is in breach, Customer will receive a credit for any Subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
 - (iv) Customer must pay for all Professional Services provided as of the termination date immediately upon receipt of an invoice.
- d. **Suspension.** During any period of material breach by Customer, Microsoft may suspend a Subscription or Statement of Services without terminating this Agreement. Microsoft will give Customer 30 days' notice before such suspension unless Microsoft's charge against Customer's payment method is declined or Microsoft reasonably believes immediate suspension is required to prevent unauthorized access to Customer Data or to ensure the ongoing confidentiality, integrity, availability, or resilience of Microsoft's systems and services.
- e. **Termination to comply with laws.** Microsoft may modify or discontinue offering a Product or Professional Service and/or terminate a Subscription or Statement of Services for that Product or Professional Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement that is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product or Professional Service without modification; or (3) causes Microsoft to believe this Agreement or the Product or Professional Services offering may conflict with any such requirement or obligation. If Microsoft terminates a Subscription or Statement of Services under this provision, Customer will receive, as its sole remedy, a refund for any amount paid in advance for any period after termination. Customer will pay for all services provided or used before termination.

Modifications to this Agreement

Microsoft may update this Agreement from time to time. No changes will apply to perpetual Software licenses previously acquired. Changes will apply to new orders and to existing Subscriptions and Statements of Services as follows:

- a. **DPA and SLA.** Changes to the DPA and SLA will apply as provided in those documents.
- b. **Product Terms.** Material Adverse Changes will not apply during the then-current Subscription term but will take effect upon renewal. All other changes will apply when they are published on the Product Terms site. In addition, for Software Subscriptions, if Customer chooses to update the Software to a new version before the end of the Subscription term, the terms in effect at the time of the update will apply to the use of that Software.
- c. **Other terms.** Customer may be required to accept revised or additional terms when placing a new order. For existing Subscriptions and Statements of Services, Customer will be notified at least 60 days before changes take effect to these General Terms or any other terms that are part of the Agreement except the DPA, SLA, and Product Terms, which have separate terms for updates. Such changes will take effect upon renewal unless Customer accepts them earlier in the manner specified in the notice and will not supersede or modify any amendments to this Agreement. Customer agrees that its continued use of the Products or Professional Services after renewal will constitute its acceptance of all changes. If Customer does not agree to the changes, it must stop using the Products and Professional Services by the end of the Subscription or support term and turn off recurring billing for any Subscriptions that are set to renew automatically.
- d. **Changes proposed by Customer.** Customer may not modify this Agreement. Any additional or conflicting terms contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

Miscellaneous

- a. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- b. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.
- c. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- d. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- e. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- f. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- g. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

- h. Notices.** All notices must be in writing. Except for notices relating to arbitration (as provided in certain supplemental terms for individual users), notices to Microsoft must be sent to the following address and will be deemed received on the date received at that address:

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511-1137
USA

Microsoft may provide Customer with information and notices electronically, including via email, through the portal for an Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

- i. Applicable law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
- j. Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:
- (i) If Microsoft brings the action, the venue will be where Customer has its headquarters.
 - (ii) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.
 - (iii) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be Ireland.
 - (iv) The parties consent to personal jurisdiction in the agreed venues. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.
- k. Order of precedence.** If there is a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order, from highest to lowest priority: (1) DPA; (2) these General Terms; (3) Product Terms; (4) SLA; and (5) any additional terms presented when an order is placed. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- l. Microsoft Affiliates and subcontractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use subcontractors to provide certain services. Microsoft remains responsible for their performance.
- m. Government procurement rules.** If Customer is a government entity or is otherwise subject to government procurement requirements, Customer represents and warrants that (1) it has complied and will comply with all applicable government procurement laws and regulations; (2) it is authorized to enter into this Agreement; and (3) this Agreement satisfies all applicable procurement requirements.
- n. Compliance with Trade Laws.** Products and Services Deliverables may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products and Services Deliverables, including, without limitation, trade laws such as the U.S. Export Administration Regulations and International Traffic in Arms Regulations and sanctions regulations administered by the U.S. Office of Foreign Assets Control ("OFAC") ("Trade Laws"). Customer will not take any action that causes Microsoft to violate U.S. or other applicable Trade Laws. Microsoft may suspend or terminate this Agreement to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws.

Definitions

"Administrator Data" means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party.

"Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means the entity identified as such on the account associated with this Agreement.

"Customer Data" means all data, including all text, sound, video or image files, and software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services. Customer Data does not include Professional Services Data.

"DPA" means the Microsoft Products and Services Data Protection Addendum, as updated from time to time, published at <https://aka.ms/DPA> or a successor site and any additional data protection terms that Microsoft presents with this Agreement.

"End User" means any person Customer permits to use a Product or access Customer Data.

"Fix" or "Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Licensing Site" means <http://www.microsoft.com/licensing/docs> or a successor site.

"Material Adverse Change" means any change to the Use Rights for a Product that could reasonably affect Customer's decision to purchase the Product and that would require Customer to purchase additional licenses, increase the cost to Customer of using the Product, remove an existing right, or place additional restrictions on the use of the Product.

"Microsoft" means Microsoft Corporation.

"Microsoft Support Services" means Product support services that Microsoft offers under this Agreement as described in the Product Terms.

"Non-Microsoft Product" means any third party-branded software, data, service, website, or product, unless incorporated by Microsoft in a Product.

"Online Services" means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

"Partner" means a company Microsoft has authorized to distribute Products to Customer.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Pre-Existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Agreement.

"Product" means all Software and Online Services that Microsoft offers under this Agreement as identified in the Product Terms, including previews, prerelease versions, updates, patches, and Fixes from Microsoft. Product availability may vary by region. "Product" does not include Non-Microsoft Products.

"Product Terms" means the Use Rights and other terms, as updated from time to time, which are published at <https://www.microsoft.com/licensing/terms> or a successor site.

"Professional Services" means Microsoft Support Services and consulting services provided by Microsoft to Customer under this Agreement. "Professional Services" do not include Online Services.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates (or that Customer or an Affiliate authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft or its Affiliates through an engagement with Microsoft to obtain Professional Services.

"Publisher" means a provider of a Non-Microsoft Product.

"Representatives" means a party's employees, Affiliates, contractors, advisors, and consultants.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"Services Deliverables" means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms, and machine learning models), other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Statement of Services" means any order under this Agreement that includes or describes Professional Services.

"Subscription" means a license for Customer to use or access a Product during a defined period of time.

"use" means to copy, download, install, run, access, display, or otherwise interact with.

"Use Rights" means the following sections of the Product Terms, as applicable to each Product offering: Use Rights, License Model terms, General Service Terms, Service Specific Terms, Add-ons, Universal License Terms, and Other Legal Terms.

CITY MANAGER'S OFFICE

OCT 18 2023
7:25pm**City of South Gate**
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 24, 2023**Originating Department: **Public Works**

Department Director: _____

Arturo Cervantes

City Manager: _____

Chris Jeffers

SUBJECT: NOTICE OF COMPLETION FOR THE SANITARY SEWER LINING PROJECT, CITY PROJECT NO. 629-SWR

PURPOSE: Construction of the Sanitary Sewer Lining Project, City Project No. 629-SWR ("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:

- a. Accepting completion of construction of the Sanitary Sewer Project, City Project No. 629-SWR, constructed by Southwest Pipeline & Trenchless Corporation, effective August 16, 2023; 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 Project was budgeted in the amount of \$199,703 with Sewer Funds. The final construction cost was \$131,750, including three change orders. Project expenditures are summarized below.

Project Budget	Total
Design	\$7,685
Construction Contract No. 2022-105-CC	\$89,950
Contract Change Order No. 1	\$3,640
Contract Change Order No. 2	\$2,160
Contract Change Order No. 3	\$36,000
Construction Inspection Contract No. 2023-31-AC	\$16,380
*Staff Time and Misc. Expenses	\$27,357
Total	\$183,172

* 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 Southwest Pipeline and Trenchless Corporation ("Contractor"). The Public Contract Code sets requirements that the City must abide by prior to making final payment for

construction projects. 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 final payment (known as the retention payment). This process is a mechanism to provide written notice (Notice of Completion) to concerned parties that all work on the project has been completed. The Notice of Completion initiates the 35-day period within which concerned parties may exercise their lien rights for the work they performed on the project. The City may use a part, or all, of the 5% retention payment to settle any liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release the retention and any remaining amount due to the Contractor.

BACKGROUND: The Project is a part of the Capital Improvement Program. The Project entails rehabilitating sewer mains and manholes on, (a) California Ave from Tweedy Blvd to 320 feet south of Tweedy Boulevard, and (b) on an alley located North of Abbott Road, from Rosewood Avenue to Orange Avenue. The FY 2021/22 CIP includes a budget of \$199,703 in Sewer Funds for the Project.

On November 10, 2022, the City awarded construction Contract No. 2022-105-CC to the Contractor in the amount of \$89,950. On February 21, 2023, the City approved Contract Change Order No. 1 for \$3,640. It was necessary to fund the change in liner thickness to ensure the liner would be structurally sound. On April 10, 2023, the City approved Contract Change Order No. 2 in the amount of \$2,160. Change Order No. 2 was necessary to fund the change of the liner diameter to fit the sewer main on California Avenue. On September 12, 2023, the City approved Contract Change Order No. 3 in the amount of \$36,000 which was necessary to fund UV sectional liners for segments of sewer that required additional support during the curing process.

Construction of the Project began on March 31, 2023, and was completed on July 31, 2023. The work was performed in accordance with the approved specifications with acceptable quality and workmanship.

The City Council may now accept the Project as completed. The Notice of Completion can now be filed with the Los Angeles County Registrar Recorder's Office.

ATTACHMENTS:

- A. Notice of Completion
- B. Change Order No. 1
- C. Change Order No. 2
- D. Change Order No. 3
- E. Contract No. 2022-105-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 7/30/23
- 5 The name of the CONTRACTOR, if any, for such work of improvement was Southwest Pipeline & Trenchless
22118 Vermont Ave., Torrance, CA 90502.
- 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:

SEWER LINING PROJECT, CITY PROJECT NO. 629-SWR

- 7 The street and address of said property is: 8620 California Ave,
South Gate, CA 90280 Dated: October 10, 2023

- 8 Signature of }

Owner or Owners

Maria Del Pilar, 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

CONTRACT/PO CHANGE ORDER

DATE OF REPORT: 2/22/2023

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

Total Cost: \$3,640.00 0

53,640.0

Date: _____



City of South Gate, Public Works Department

Contract Change Order

Date: 2/9/2023 Change Order No. 01

Account No. 412-732-52-9504

Contractor: Southwest Pipeline & Trenchless Corp.

Contract No. 2022-105-CG

Contract Date: 11/10/2022

Account Code

Plan Reference : Sewer Lining Project, City Project No. 629-SWR

Change Order Amount : \$3,640 Extension of Contract:

Reason for Change: Replace liner thickness from 4.5mm to 6mm.

Description of Change: the Contractor was instructed to change liner thickness from 4.5mm to 6mm by City staff.

Original Contract Amount	\$ 89,950.00
Total of previous authorized Change Orders	\$ -
New Change Order Amount	\$ 3,640.00
New Contract Amount	\$ 93,590.00

The Changes described above are hereby authorized.

Approved: _____, 20____

Assistant Engineer, Lorenzo Camargo

Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.

City Manager, Chris Jeffers

Date

Derek Farmer

Contractor: Southwest Pipeline & Trenchless Corp.

Construction Manager

Date:

Original - Project File

CC: - Contractor

- Department

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**

DATE: February 21, 2023

TO: Arturo Cervantes, Assistant City Manager/Director of Public Works

FROM: Lorenzo Camargo, Assistant Engineer

SUBJECT: Contract Change Order No. 1 to Contract 2022-105-CC with Southwest Pipeline & Trenchless Corp. for the Sewer Lining Project, City Project No. 629-SWR

PURPOSE: To approve Contract Change Order No. 1 to Contract No. 2022-105-CC for the Sewer Lining Project, City Project No. 629-SWR which is in the initial phases of construction.

RECOMMENDED ACTIONS: Approving Contract Change Order No. 1 to Contract No. 2022-105-CC with Southwest Pipeline & Trenchless Corp, to supplant the liner thickness of 4.5mm with 6mm on the Sewer Lining Project, City Project No. 629-SWR, in a net difference of \$3,640.

FISCAL IMPACT: There is no impact to the General Fund. The project has \$199,000 of funding and \$44,753 are unprogrammed funds.

BACKGROUND: The Sewer Lining Project is budgeted in the Fiscal Year 2022/23 Capital Improvement Program. The improvements include trenchless rehabilitation using a cure-in-place pipe of sewer mains, and lining of manholes. The total project budget is \$199,000.

On November 10, 2022 the City awarded the construction contract 2022-105-CC to Southwest Pipeline & Trenchless Corporation for a contract amount of \$89,950. When reviewing the work plan that was submitted to the City by the Contractor, Staff determined that the 4.5mm thick liner proposed by the contractor is not sufficient to meet the requirements. Staff instructed the contractor to submit calculations based on a 6mm thick liner. Which the contractor indicated that this request would be a change order.

Increasing the liner thickness from 4.5mm to 6mm provides a more structurally sound product that is durable for more than 50 years. The cost increase for the liner thickness from 4.5mm to 6mm is \$3,640.

Construction is scheduled for completion in April of 2023.

ATTACHMENTS: A. Contract Change Order No. 1
B. Contract No. 2022-105-CC

LC:lc

CONTRACT/PO CHANGE ORDER

DATE OF REPORT: 7/5/2023

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

Total Cost:	\$2,160.00	0
--------------------	-------------------	----------

\$2,160.00

Date: _____



City of
South
Gate

City of South Gate, Public Works Department

Contract Change Order

Date: 4/6/2023 Change Order No. 02

Account No. 412-732-52-8604

Contractor: Southwest Pipeline & Trenchless Corp.

Contract No. 2022-105-CC _____

Contract Date: 11/10/2022

Account Code _____

Plan Reference : Sewer Lining Project, City Project No. 629-SWR

Change Order Amount : \$2,160 Extension of Contract:

Reason for Change: The sewer main was determined to be larger than the bid item indicated.

Description of Change: The sewer main was determined to be 12 inches in diameter rather than 10 inches in diameter by the contractor and inspector.

Original Contract Amount	\$ 89,950.00
Total of previous authorized Change Orders	\$ 3,640.00
New Change Order Amount	\$ 2,160.00
New Contract Amount	\$ 95,750.00

The Changes described above are hereby authorized.

Approved: 7/17/23, 2023

[Signature]
Assistant Engineer, Lorenzo Camargo

[Signature]
Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.

Derek Farmer

Contractor: Southwest Pipeline & Trenchless Corp.

Construction Manager

Date: _____

City Manager: Chris Jeffers

Date _____

Original - Project File

CC: - Contractor

- Department

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**

DATE: June 28, 2023

TO: Arturo Cervantes, Assistant City Manager/Director of Public Works

FROM: Luis Osuna, Deputy City Engineer *LO*
Michael Loekman, Principal Civil Engineer *ML*
Lorenzo Camargo, Assistant Engineer

SUBJECT: Contract Change Order No. 2 to Contract 2022-105-CC with Southwest Pipeline & Trenchless Corp. for the Sewer Lining Project, City Project No. 629-SWR

PURPOSE: To approve Contract Change Order No. 2 to Contract No. 2022-105-CC for the Sewer Lining Project, City Project No. 629-SWR which is in the construction phase.

RECOMMENDED ACTIONS: Approving Contract Change Order No. 2 to Contract No. 2022-105-CC with Southwest Pipeline & Trenchless Corp (Contractor), to supplant the contract specified 10-in diameter liner with 12-in one on the Sewer Lining Project, City Project No. 629-SWR, resulting in additional cost of \$2,160.

FISCAL IMPACT: There is no impact to the General Fund. The budget amount for the project is \$199,703. Change order No. 2 in the amount of \$2,160 would be paid out of programmed Sewer funds.

BACKGROUND: The Sewer Lining Project is budgeted in the Fiscal Year 2022/23 Capital Improvement Program. The improvements include the application of a cure-in-place liner to sewer mains and manholes. The total project budget is \$199,703.

On November 10, 2022, the City awarded the construction contract 2022-105-CC to Southwest Pipeline & Trenchless Corporation in the amount of \$89,950. SGM Section 1.54.610 states that the City Manager possesses the authority to approve change orders adding up to twenty (20) percent of the original contract amount (\$17,900). On February 21, 2023, the City approved Contract Change Order No. 1 for \$3,640. A remaining balance of \$14,260 is available for administrative approval.

During construction on March 31, 2023, the Inspector was provided with CCTV footage by the Contractor confirming that the sewer main diameter on California Avenue within project limits is 12 inches rather than the specified 10 inches in the project plans. The length of this sewer line segment is 270 feet and the increase in unit price is \$8 per linear foot. Therefore, the total cost increase is \$2,160. This change is necessary for the liner to appropriately fit and adhere to the host pipe. Staff recommend compensating the contractor for this unforeseen field condition.

ATTACHMENTS: A. Contract Change Order No. 2
B. Contract No. 2022-105-CC

LC:lc

172

AUG 30 2023

10:38 AM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Special Meeting of: September 12, 2023Originating Department: Public Works

Department Director:

Arturo Cervantes

City Manager:

Chris Jeffers

SUBJECT: CONTRACT CHANGE ORDER NO. 3 TO CONTRACT NO. 2022-105-CC WITH SOUTHWEST PIPELINE AND TRENCHLESS CORPORATION FOR THE SEWER LINING PROJECT, CITY PROJECT NO. 629-SWR

PURPOSE: To approve Change Order No. 3 to Contract No. 2022-105-CC to fund emergency repairs that were needed to complete construction of the Sewer Lining Project. The repairs were needed to address unforeseen conditions in the sewer pipelines.

RECOMMENDED ACTIONS: The City Council will consider authorizing the Assistant City Manager/Director of Public Works to approve Change Order No. 3 to Contract No. 2022-105-CC with Southwest Pipeline and Trenchless Corporation to fund emergency repairs that were necessary to complete the construction of the Sewer Lining Project, City Project No. 629-SWR, in the amount of \$36,000.

FISCAL IMPACT: There is no impact to the General Fund. Change Order No. 3 is in the amount of \$36,000 and will be funded with Sewer Funds. The project is budgeted as summarized below:

Project Services	Sewer Funds
Design Consultant	\$11,045
Staff Time (Design phase)	\$6,225
Construction Contract	\$89,950
CO No. 1	\$3,640
CO No. 2	\$2,160
CO No. 3	\$36,000
Construction Management	\$23,500
Staff time (Construction phase)	\$14,779
Unprogrammed Funds	\$12,404
Total Project Budget	\$199,703

ANALYSIS: The project was implemented to reline sewer pipelines. After construction began, the contractor conducted a CCTV inspection and found severe degradation of pipelines on

California Avenue and on the alley north of Abbott Road. Construction could not continue until the pipeline segments were repaired. Emergency repairs were completed at a total cost of \$36,000. This was an unforeseen field condition which required compensating the contractor for extra work.

Change Order No. 3 requires City Council approval to meet the requirements of Section 1.54.610 Approval of Modification and Change Orders (E) of the South Gate Municipal Code. This section requires City Council approval of change orders for contracts having an original contract amount equal to or greater than fifty thousand dollars which modification (individually or together with any previous modification) increases the total amount of the city's obligations by more than twenty percent (20%).

BACKGROUND: The Sewer Lining Project is budgeted in the Fiscal Year 2022/23 Capital Improvement Program. The improvements include the application of a cure-in-place liner to sewer mains and manholes on California Ave and on the alley north of Abbott Road.

On November 10, 2022, the City awarded construction Contract No. 2022-105-CC to Southwest Pipeline and Trenchless Corporation in the amount of \$89,950.

On February 21, 2023, the City approved Change Order No. 1 for \$3,640. The change order was needed to increase the thickness of the materials that were installed to line the pipelines. This procedure provides for durability, and a more structurally sound product that has a 50-year lifetime.

On April 10, 2023, the City approved Change Order No. 2 in the amount of \$2,160. The change order was needed to increase the diameter of the liner from 10-inch to 12-inch to match the diameter of the pipeline found on California Avenue.

After construction began, the contractor encountered unforeseen field conditions. A video inspection of the pipelines found issues warranting emergency repairs prior to completing construction. The pipelines could not be relined until the interior pipe conditions were repaired.

Construction of the project is now complete.

ATTACHMENTS: A. Contract Change Order No. 3
B. Contract Change Order Nos. 1 and 2
C. Contract No. 2022-105-CC

LCLc



City of South Gate, Public Works Department
Contract Change Order

Date: 5/2/2023 Change Order No. 03

Account No. 412-732-52-9504

Contractor: Southwest Pipeline & Trenchless Corp.

Contract No. 2022-105-CC _____

Contract Date: 11/10/2022

Account Code _____

Plan Reference : Sewer Lining Project, City Project No. 629-SWR

Change Order Amount : \$36,000 Extension of Contract:

Reason for Change: The sewer main had degradation and voids, therefore, 24 UV sectional Repairs were necessary

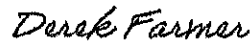
Description of Change: The sewer main had degradation and voids, therefore, 24 UV sectional Repairs were necessary

Original Contract Amount	\$ 89,950.00
Total of previous authorized Change Orders	\$ 5,800.00
New Change Order Amount	\$ 36,000.00
New Contract Amount	\$ 131,750.00

The Changes described above are hereby authorized.

Approved: _____, 20____,


Assistant Engineer; Lorenzo Camargo



Contractor: Southwest Pipeline & Trenchless Corp.

Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.


City Manager; Chris Jeffers Date _____

Construction Manager

Date: _____

Original - Project File

CC: - Contractor
- Department

**AGREEMENT FOR THE SANITARY SEWER RELINING, CITY
PROJECT NO. 629-SWR BETWEEN THE CITY OF SOUTH GATE
AND SOUTHWEST PIPELINE AND TRENCHLESS CORPORATION**

This Agreement for the Sanitary Sewer Relining, City Project No. 629-SWR ("Agreement"), is made and entered into on November 10, 2022, by and between the City of South Gate, a municipal corporation ("City"), and Southwest Pipeline and Trenchless Corporation, a California corporation, License No. 773862 ("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. ____ for the Sanitary Sewer Relining, City Project No. 629-SWR.

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 **Eighty-Nine Thousand Nine Hundred-Fifty Dollars (\$89,950)** 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 two hundred seventy (270) calendar days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence on November 10, 2022.

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

CITY OF SOUTH GATE:

By: Al Rios
Al Rios, Mayor

Dated: 11/21/2022

ATTESTED:

By: [Signature]
Yodiv Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

**SOUTHWEST PIPELINE &
TRENCHLESS CORPORATION:**

By: [Signature]
Justin Duchaineau, President

Dated: 11-8-22

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: 11-8-22

**SOUTHWEST PIPELINE AND
TRENCHLESS CORPORATION:**

Contractor

By: 

Justin Duchaineau

President

Title

ATTEST:

By: 

Signature

**ROBERT E. BOLGER, JR.
SECRETARY
SOUTHWEST PIPELINE AND
TRENCHLESS CORP.**

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: \$2,000,000 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.

THE SANITARY SEWER RELINING, CITY PROJECT NO. 629-SWR

FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded TO Southwest Pipeline & Trenchless Corporation, ("Contractor" herein) a Contract for:

THE SANITARY SEWER RELINING, CITY PROJECT NO. 629-SWR

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 Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the City in the penal sum of Eighty-Nine Thousand Nine-Hundred Fifty Dollars (\$89,950) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

**CONTRACTOR:
SOUTHWEST PIPELINE &
TRENCHLESS CORPORATION**

By: Justin Duchaineau

Title: President

22118 Vermont Ave
Torrance, CA 90502
(Type address of Contractor)

Liberty Mutual Insurance Company
(Type name of Surety)

790 The City Drive South Suite 200

Orange, CA 92868
(Type address of Surety)

By: Noemi Quiroz
(Signature of authorized officer)

Noemi Quiroz, Attorney-in-Fact
(Title of officer)

APPROVED AS TO FORM:

Paul F. Salinas
Paul F. Salinas, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

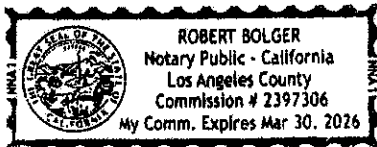
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 11-8-22 before me, Robert Bolger, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Justin Duchaineau
 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 R.B.G.
 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

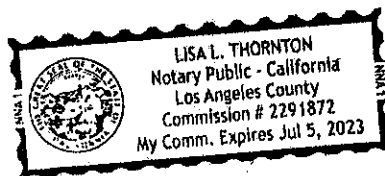
☐ Other: _____

Signer Is Representing: _____

Civil Code § 1189

State of California)
) ss
County of Los Angeles)

WITNESS my hand and official seal.



Lisa J. Thornton, Notary Public

Duplicate Execution
Bond Number: 024264369
Premium Included in Charge
for Performance Bond

SANITARY SEWER RELINING, CITY PROJECT NO. 629-SWR

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded to Southwest Pipeline & Trenchless Corporation ("Contractor" herein) a Contract for the work described as follows:

THE SANITARY SEWER RELINING, CITY PROJECT NO. 629-SWR

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 Eighty-Nine Thousand Nine-Hundred Fifty Dollars (\$89,950) 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 November 8, 2022.

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

**CONTRACTOR:
SOUTHWEST PIPELINE &
TRENCHLESS CORPORATION**

By: Justin Duchaineau

Title: President

22118 Vermont Ave
Torrance, CA 90502
(Type address of Contractor)

Liberty Mutual Insurance Company
(Type name of Surety)

790 The City Drive South Suite 200

Orange, CA 92868
(Type address of Surety)

By: Noemi Quiroz
(Signature of authorized officer)

Noemi Quiroz, Attorney-in-Fact
(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas

Raul F. Salinas, City Attorney

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

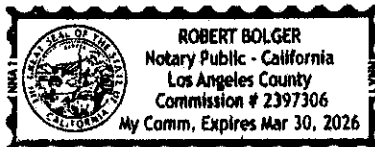
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 11-8-22 before me, Robert Bolger, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Justin Duchaineau
 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 R. Bolger
 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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

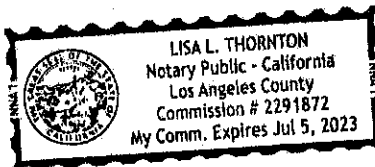
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On 11-8-22, before me, Lisa L. Thornton, Notary Public, personally appeared Noemi Quiroz, 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.



(Seal)

Signature: _____


Lisa L. Thornton, Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSURG@libertymutual.com.



**Liberty
Mutual.**
SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Noemi Quiroz of the city of Los Angeles, state of CA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Southwest Pipeline and Trenchless Corp.

Obligee Name: City of South Gate

Surety Bond Number: 024284369

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XVI - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of November, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

EACH AWARDEE OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA

COUNTY OF Los Angeles

)
) SS.
)

Justin Duchaineau being first duly sworn, deposes and says that he is
President of Southwest Pipeline
and Trenchless Corp. (sole owner, a
partner, president, etc.) the party making the foregoing bid,
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,
company, association, organization or corporation, that such bid is genuine and not collusive or
sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in
a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed
with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding,
that said bidder has not in any manner, directly or indirectly, sought by agreements,
communication or conference with anyone to fix the bid price of said bidder or of any other
bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other
bidder, or to secure any advantage against the public body awarding the Contract or anyone
interested in the proposed Contract; that all statements contained in such bid are true and, further,
that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof,
or the contents thereof, or divulged information or data relative thereto, or paid and will not pay
any fee in connection therewith to any corporation, partnership, company, association,
organization, bid depository or to any member or agent thereof, or to any other individual, except
to such person or persons as have a partnership or other financial interest with said bidder in their
general business.

Signed 

President

Title

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

(Attach Notary Certificate)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

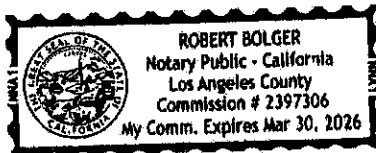
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State of California)
 County of Los Angeles)
 On 11-8-22 before me, Robert Bolger, Notary Public
 Date Here Insert Name and Title of the Officer
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 Name(s) of Signer(s)

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 RBQ
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____ Document Date: _____
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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: _____



COLI&SO-01

SEDGE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/7/2022

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 License # 0757776 HUB International Insurance Services Inc. PO Box 5345 Riverside, CA 92517	CONTACT NAME: PHONE (A/C, No, Ext): (951) 788-8500 FAX (A/C, No): (951) 788-8502 E-MAIL: ADDRESS:	
INSURED Southwest Pipeline & Trenchless Corp. 22118 S. Vermont Ave. Torrance, CA 90502	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Executive Risk Indemnity	35181
	INSURER B: Federal Insurance Company	20281
	INSURER C:	
	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.

INSR LTR	TYPE OF INSURANCE	ADOL 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"/> Deductible: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Proj Gen Agg per contract	X	54310185	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	54310184	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Ded. \$ 2,500
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	54310186	6/1/2022	6/1/2023	<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: SWPT Job #1042; Sanitary Sewer Relining, City Project No. 629-SWR

The City of South Gate, its officers, officials, employees, and volunteers are included as Additional Insureds where required by an executed written contract as respects General Liability and Auto Liability per attached endorsements.

This Insurance shall apply as Primary and Non-Contributory where required by an executed written contract as respects General Liability and Auto Liability per attached endorsements.

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
---	---

ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Insurance Services Inc.		License # 0767776	NAMED INSURED Southwest Pipeline & Trenchless Corp. 22118 S. Vermont Ave. Torrance, CA 90502 90502
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Cancellation:

* Should the policy(ies) be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), Independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract.	All locations where required by written contract.
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract, but only where the contract specifies coverage for completed operations.	All locations where required by written contract.
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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 54310185

COMMERCIAL GENERAL LIABILITY
10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:
WHERE REQUIRED BY WRITTEN CONTRACT.

Location Of Covered Operations:
ALL LOCATIONS

(If no entry appears above, Information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. - CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
- (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
- However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

(D.) Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
 - (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.
3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.
4. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.
5. **AUTO LOAN/LEASE GAP COVERAGE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
 - c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
 1. The amount paid under the Physical Damage Coverage Section of the policy; and
 2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

 1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
 6. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
 - d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.
7. **EXTRA EXPENSE - BROADENED COVERAGE**
Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
 - e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.
8. **AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.
9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
 - b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.
10. **GLASS REPAIR - WAIVER OF DEDUCTIBLE**

POLICY NUMBER: 54310184

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

Endorsement Effective Date: 06/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Where Required By Written Contract.

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

The following is added to Item 5. – **"Other Insurance"** of Item B. – **"General Conditions"** under Section IV – **"Business Auto Conditions"**:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

OCT 12 2023

10:10 AM

City of South Gate


CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 24, 2023

Originating Department: Administrative Services

Acting Department Director:


Wendy O'Kelly

City Manager:


Chris Jeffers

SUBJECT: AGREEMENT WITH GRANICUS TO INSTALL VIDEO EQUIPMENT IN CITY COUNCIL CHAMBERS AND PROVIDE VIDEO PRODUCTION SERVICES

PURPOSE: This item was continued from the Council meetings of September 26, 2023, and October 10, 2023. To approve an agreement with Granicus to add video capabilities to the Council Chambers to allow for the live streaming and recording of City meetings.

RECOMMENDED ACTION: The City Council will consider:

- a. Approving an agreement with Granicus to install video and broadcast equipment in the Council Chambers in City Hall and provide video production services for a three-year term;
- b. Appropriating \$57,400 in one-time costs from the ARPA Fund and \$55,400 in on-going costs from the Public Access Fund; and
- c. Authorizing the Mayor to execute the agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: Funding for the one-time cost of \$57,400 is eligible to come from the ARPA fund while on-going costs of \$55,400 will be added to the Public Access Fund for the first year and increase by CPI each year thereafter..

ANALYSIS: At the City Council Meeting of April 25, 2023, the City Council discussed the concept of incorporating a video system into the City Council meetings. At the conclusion of that discussion, the City Council gave direction to staff to further investigate and bring back possible options for the City Council to consider.

At the City Council meeting of June 13, 2023, Staff came back with a presentation providing three options for the City Council to consider for incorporating video capabilities into City Council meetings. The first option was a single-camera system capturing a wide shot of the dais. The second option was a multi-camera system that would be managed by City staff. And the third option was to fully outsource the operation and production of the camera system to a third-party operator. Staff also emphasized the need for the proposed camera system to be compatible with Granicus, the City's existing agenda and meeting management system.

At the conclusion of the meeting, the City Council directed staff to move forward with Option 3 and solicit a final proposal from Granicus. This option provides the City with a turn-key solution by Granicus installing all the camera equipment, managing the meetings remotely with a live operator, providing 24/7 tech support, and incorporating indexing and timestamping into council agendas. The camera system comes with (4) PTZ cameras that will be used to cover the dais, public podium, and both sides of the Council Chambers to include the Department Head seating areas. The video could be livestreamed to the City's website, PEG access channels, and social media platforms. Zoom will still be used to allow the public to provide public comments and the City Clerk will continue to manage this process during City Council meetings.

There is a one-time cost of \$57,400 for the camera equipment and installation. On-going costs total \$55,400 per year and increase by CPI each year thereafter. The on-going costs are based on having 75 meetings per year. Additional meetings can be added on an as-needed basis if we exceed 75 meetings within the year.

ATTACHMENT: Proposed Agreement



THIS IS NOT AN INVOICE

Order Form
Prepared for
South Gate CA

Granicus Proposal for South Gate CA

ORDER DETAILS

Prepared By: Chloe Scheer
Phone:
Email: chloe.scheer@granicus.com
Order #: Q-288521
Prepared On: 26 Sep 2023
Expires On: 30 Sep 2023

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.



Order Form
South Gate CA

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Miscellaneous Hardware Replacement	Upon Delivery	1 Each	\$630.00
Avior™ PRO Remote Broadcast System - Four Camera Setup	Upon Delivery	1 Each	\$48,390.00
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Upon Delivery	1 Each	\$1,999.28
Avior™ Setup and Deployment	Upon Delivery	1 Each	\$1,080.00
AVIOR™ Standard Pre-Assembly & Install	Upon Delivery	1 Each	\$4,800.00
Social Media eXstream Plus - Setup	Upon Delivery	1 Each	\$427.00
SUBTOTAL:			\$57,326.28

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Avior™ 75	Annual	1 Each	\$32,709.45
Upgrades Swagit's HD default 720p to 1080p	Annual	1 Each	\$4,830.00
Sound Search™	Annual	1 Each	\$3,933.00
Annual Support for Avior™ PRO Remote Broadcast System - Four Camera Setup	Annual	1 Each	\$8,347.28
AVIOR Control Software License	Annual	1 Each	\$1,604.25
Social Media eXstream Plus	Annual	1 Each	\$3,933.00
SUBTOTAL:			\$55,356.98



Order Form
South Gate CA

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Avior™ 75	\$34,999.11	\$37,449.05
Upgrades Swagit's HD default 720p to 1080p	\$5,168.10	\$5,529.87
Sound Search™	\$4,208.31	\$4,502.89
Annual Support for Avior™ PRO Remote Broadcast System - Four Camera Setup	\$8,931.59	\$9,556.80
AVIOR Control Software License	\$1,716.55	\$1,836.71
Social Media eXstream Plus	\$4,208.31	\$4,502.89
SUBTOTAL:	\$59,231.97	\$63,378.21



Order Form
South Gate CA

PRODUCT DESCRIPTIONS

Solution	Description
Avior™ 75	AVIOR™ 75 Managed Service SaaS: Remote Switching for up to 75 meetings per year.
Upgrades Swagit's HD default 720p to 1080p	1080 Resolution: Upgrades Swagit's HD default 720p live streaming resolution and 720p archive resolution with no auto play embeds to 1080p (cost per year)
Sound Search™	Sound Search: Speech-to-Text software that can include searchable and navigable transcripts of events. Search the spoken word audio of a meeting.
Miscellaneous Hardware Replacement	Miscellaneous Hardware Replacement
Avior™ PRO Remote Broadcast System - Four Camera Setup	Avior™ PRO Remote Broadcast System: Four HD Camera Solution
Annual Support for Avior™ PRO Remote Broadcast System - Four Camera Setup	Annual Support for Avior™ PRO Remote Broadcast System - Four Camera Setup
AVIOR Control Software License	Annual License Fee
Social Media eXstream Plus	Software combined with EASE™ licensing for Facebook Live, YouTube, Instagram, Twitter, LinkedIn and live streaming.
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Optional Extended Warranty for AVIOR™ Camera Control Appliance (s)
Avior™ Setup and Deployment	Standard AVIOR™ system setup and remote deployment



Solution	Description
AVIORTM Standard Pre-Assembly & Install	AVIORTM Standard Pre-Assembly & Install (travel not included)
Social Media eXstream Plus - Setup	Social Media eXstream Plus - Setup



Order Form
South Gate CA

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-288521 dated 26 Sep 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of South Gate CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

Agreement between City of South Gate
and Granicus

Signature Page

CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk

GRANICUS:

By: _____
Title: Manager, Contracts

DocuSigned by:
Brendan Stierman
8E342586D3714DE

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

OCT 18 2023

8:15 am

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 24, 2023**Originating Department: **Police**

Department Director: *Darren Arakawa* City Manager: *Chris Jeffers* AE
 Darren Arakawa Chris Jeffers

SUBJECT: GRAND THEFT AUTO AWARENESS CAMPAIGN

PURPOSE: To discuss with the City Council programs that the City and community can work collaboratively on to reduce the Grand Theft Auto crimes within the City.

RECOMMENDED ACTION: The City Council will consider:

- a. Approving the South Gate Police Department Grand Theft Auto Awareness Campaign; and
- b. Appropriating \$17,500 from the Asset Forfeiture Fund to fund the program.

FISCAL IMPACT: There will be no impact to the General Fund as all funds will come from the reserves from the Asset Forfeiture Fund.

ANALYSIS: In recent years, motor vehicle theft has been on the rise throughout Los Angeles County. This trend is also a State and national trend according to the National Insurance Crime Bureau's (NICB). In fact, California had about 201,000 vehicles stolen in 2021 which was 100,000 more than Texas which had the second most stolen vehicles according to the insurance industry. NICB reports that a vehicle is stolen every 32 seconds in the United States.

According to the Uniform Crime Report (UCR) published by the Federal Bureau of Investigation (FBI), cities within the Southeast Los Angeles region for the 2022 calendar year that report vehicle thefts were as follows:

South Gate	9.7 per 1,000 capita
Downey	9.3 per 1,000 capita
Bell Gardens	6.4 per 1,000 capita
Lynwood	11.18 per 1,000 capita
Compton	7.4 per 1,000 capita
Commerce	41.3 per 1,000 capita

The impact of vehicle theft on residents is significant as cars are essential elements to livelihoods and welfare of families. The economic impact of stolen vehicles in the nation is several billions of

dollars, annually. Although South Gate Police Officers are on constant patrol providing high visibility in efforts to reduce vehicle thefts, this alone cannot reduce vehicle thefts. The importance of community involvement in reducing the opportunities of being victimized by crimes cannot be overstated.

The South Gate Police Department believes the community can benefit from a more robust vehicle theft prevention program. Such a program would include:

1. Developing a video highlighting steps the public can take to help prevent vehicle thefts. Such a video would be placed on the Police Department webpage and would be shared on various other City social media platforms.
2. Producing a mailer to all residents on steps they can take to assist the South Gate Police Department in this critical area.
3. Purchasing 756 steering wheel locks which will assist in the reduction of overall grand theft autos. The manufacturer of this device offers a special pricing for Police Departments to purchase the device for crime prevention activities. The normal retail price for "The Club" is \$29.99 (plus tax) per device; however, the manufacturer offers a reduced price of \$15.57 per device to public safety agencies. The direct purchase savings will double the number of devices the City can provide to the community. Such devices would only be offered to owners of registered vehicles in South Gate and limited to one per household. The City could offer a reimbursement to vehicle owners for later model years that purchase such a device for their vehicle.
4. Continuing to enlist the support of the Neighborhood Block Watch areas that partner with the Department to remind their residents of how to be safe and provide crime prevention tips.

BACKGROUND: The South Gate Police Department has a positive and meaningful relationship with the community and strives to continue this relationship. It is the goal of the South Gate Police Department to safeguard the public's welfare and safety. Vehicle thefts have become a constant challenge in our community and the Police Department has deemed it necessary to provide education in theft-prevention to help address this challenge. Additionally, the Grand Theft Auto Awareness Campaign will provide steering wheel locking devices free of charge to 756 community members. Although this device does not work on all vehicles, many of the targeted vehicles in South Gate will benefit from this theft deterrent device.

ATTACHMENT: Quote from Winner International



32 West State Street, Sharon, PA 16146

Quote Date

10/18/2023

Quote #

BWS20231018A

Price Quotation

Bill To

Requested by
Darren Arakawa
darakawa@sogate.org

Ship To

South Gate Police Department
Attn: Jim Teeple
8620 California Ave.
South Gate, CA 90280

Terms

☐ Payment in Advance of Shipment

Freight

☐ FOB Sharon PA

Remit to:

Winner International, Inc.
Accounts Receivable
32 West State Street, 4th Floor
Sharon, PA 16146

Units	Model	Description	Unit Cost	Sub-Total
756	504	Auto Theft Task Force Club Steering Wheel Lock - Yellow	\$15.57	\$11,770.92
		This product ships in cartons of 12 units; 63 cartons total		
		Each carton weighs 38.25 lbs		
		Carton dimensions are 24"L x 7"H x 10"W		
		Allow 10 business days for delivery		
		Shipping		\$204.00
		Standard Freight included. Additional delivery services such as scheduled delivery or lift gate / fork lift delivery are not included. If additional services are requested by customer at time of delivery, those services will be billed on a separate invoice.		
		Subtotal		\$11,974.92
		Sales Tax not applicable on orders shipped outside of the State of Pennsylvania		No Charge
		All Prices are in USD		
Total				\$11,974.92

Paid

Prices valid for 30 Days

Auth.

APPROVED

Barry Schoch
SALESPERSON
Ph 800-527-3345 x2087
barrys@winner-intl.com

CUSTOMER#

X
NEW

WARRANT REGISTER FOR COUNCIL MEETING 10/24/2023
CITY MANAGER'S OFFICE

PART I

apChkLst
 10/04/2023 2:10:06PM

Final Check List
 CITY OF SOUTH GATE

Page: 1

OCT 17 2023

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
103029	10/4/2023	00002410	ADR SERVICES INC	23-3971-RSM-06	10/3/2023	PROFESSIONAL SERVICES- MEI	1,950.00
		Voucher:					1,950.00
103030	10/4/2023	00003692	AT&T MOBILITY	287288333867X08	8/2/2023	07/03/23-08/02/23, MDCS DATA C,	2,213.20
		Voucher:		287288333867X09	9/2/2023	08/03/23-09/02/23, MDCS DATA C,	2,488.24
103031	10/4/2023	00004934	GAS COMPANY	083 407 6536 4 9/	9/22/2023	BILLING PRD- 08/18/23-9/19/23	19.26
		Voucher:					19.26
103032	10/4/2023	00004869	GOLDEN STATE WATER COMPAN	63744100007 09/2	9/15/2023	BILLING PRD- 08/02/23-09/01/23	231.98
		Voucher:		73744100006 09/2	9/5/2023	BILLING PRD- 08/02/23-09/01/23	318.85
				29007447310 09/2	9/27/2023	BILLING PRD- 08/03/23-09/05/23	89.99
103033	10/4/2023	00001151	LA COUNTY REGISTRAR-RECOR	CITY PROJ NO.64	9/28/2023	RECORDING FEE OF NOTICE OF	75.00
		Voucher:					75.00
103034	10/4/2023	0014152	MUNDO DE KAMELO	2023-127-AC	7/6/2023	SMALL BUSINESS ASSISTANCE (10,000.00
		Voucher:					10,000.00
103035	10/4/2023	0014117	MUNICIPAL FINANCE SERVICES	SG0003	10/1/2023	PROFESSIONAL SVCS FOR FINA	6,012.50
		Voucher:					6,012.50
103036	10/4/2023	0014077	PARAGON PRINT SYSTEM INC.	315728	7/31/2023	ZEBRA ZQ521 DT PRINTER WITH	3,754.01
		Voucher:					3,754.01
103037	10/4/2023	00004865	SO CALIF EDISON	09/20/23	9/20/2023	BILLING PERIOD AUG/SEP	10,553.20
		Voucher:					10,553.20
Sub total for BANK OF THE WEST:							37,706.23
Grand Total All Checks:							37,706.23

9 checks in this report.

WARRANT REGISTER FOR COUNCIL MEETING 10/24/2023

PART II

apChkLst
10/11/2023 9:55:35AM

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
103038	10/12/2023	00002417	AMERICAN FIDELITY ASSURANCE Ben321782	10/12/2023	AMERICAN FIDELITY (ABT): PAYM	219.22	219.22
		Voucher:					
103039	10/12/2023	0011469	CALIFORNIA DENTAL NETWORK, Ben321778	10/12/2023	CALIFORNIA DENTAL NETWORK	2,879.76	2,879.76
		Voucher:					
103040	10/12/2023	0012107	CALIFORNIA STATE DISBURSEMENT Ben321792	10/12/2023	CA STATE DISB. UNIT: PAYMENT	1,216.13	1,216.13
		Voucher:					
103041	10/12/2023	00000438	COLONIAL INSURANCE CO. Ben321776	10/12/2023	COLONIAL INSURANCE CO: PAYM	2,466.04	2,466.04
		Voucher:					
103042	10/12/2023	00002138	FRANCHISE TAX BOARD Ben321788	10/12/2023	GARNISHMENT - FRANCHISE TA	127.23	127.23
		Voucher:					
103043	10/12/2023	00002421	POLICE MANAGEMENT ASSOCIATION Ben321786	10/12/2023	POLICE MANAGEMENT ASSOC. I	2,375.00	2,375.00
		Voucher:					
103044	10/12/2023	00000335	POLICE OFFICERS ASSOCIATION Ben321790	10/12/2023	POLICE ASSOCIATION DUES: PA	7,125.00	7,125.00
		Voucher:					
103045	10/12/2023	0011466	PRINCIPAL LIFE INSURANCE CO. Ben321769	10/12/2023	PRINCIPAL DENTAL PPO (MISC):	31,689.61	31,689.61
		Voucher:					
103046	10/12/2023	0011467	RELIANCE STANDARD Ben321772	10/12/2023	LONG TERM DISABILITY: PAYME	5,500.83	5,500.83
		Voucher:					
103047	10/12/2023	00003152	SOUTH GATE POLICE EXPLORE Ben321784	10/12/2023	SGPD EXPLORER YOUTH PROG	675.00	675.00
		Voucher:					
103048	10/12/2023	0011468	SUPERIOR VISION SERVICES, INC Ben321774	10/12/2023	SUPERIOR VISION MISC.: PAYME	3,965.46	3,965.46
		Voucher:					
103049	10/12/2023	00000334	UNITED WAY OF GREATER LOS ANGELES Ben321780	10/12/2023	UNITED WAY: PAYMENT	34.33	34.33
		Voucher:					
Sub total for BANK OF THE WEST:							58,273.61
Grand Total All Checks:							58,273.61

12 checks in this report.

WARRANT REGISTER FOR COUNCIL MEETING 10/24/2023

PART III

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10/11/2023 1:13:35PM

Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103050	10/11/2023	0014195	APPLE LOCK & SAFE	25370	9/15/2023	TAXABLE:GATE REPAIR FOR EL	292.61	292.61
	Voucher:							
103051	10/11/2023	00003692	AT&T MOBILITY	287288333867X1C	10/2/2023	10/03/23-11/02/23, MDCS DATA C/	2,535.12	
	Voucher:		875963643X09162	9/8/2023	08/09/23-09/08/23, MDS'S DATA C	951.78		3,486.90
103052	10/11/2023	0012980	CHARTER COMMUNICATIONS	116996701092223	9/21/2023	9/21/23 TO 10/20/23: CITY FIBER	2,895.39	2,895.39
	Voucher:							
103053	10/11/2023	0012980	CHARTER COMMUNICATIONS	00442670952723	9/27/2023	SEP 2023: CABLE SERVICE FOR	309.74	
	Voucher:		0879974092923	9/29/2023	09/29/23-10/28/23: PD INTERNET	127.98		437.72
103054	10/11/2023	0010017	ENTERPRISE FM TRUST	FBN4866741	10/4/2023	ENTERPISE LEASE - DB	3,770.19	
	Voucher:		FBN4866830	10/4/2023	ENTERPRISE LEASE - ADMINIST	1,979.94		5,750.13
103055	10/11/2023	0009296	EO: DAVILA, MARIA	M.DAVILA LEAGU	10/9/2023	SEPT 19-22, 2023 REIMBURSEME	207.00	207.00
	Voucher:							
103056	10/11/2023	0007034	EO: RIOS, ALFONSO	A.RIOS ICA 2023	10/9/2023	JULY 27-30,2023: REIMBURSEME	1,073.34	1,073.34
	Voucher:							
103057	10/11/2023	0010237	FRONTIER COMMUNICATIONS	562-197-1130-100	10/5/2023	10/05/23-11/04/23, INTERNET SEP	550.00	550.00
	Voucher:							
103058	10/11/2023	00003732	LA CO CERT UNIFIED PROGRAM	IN0431608	8/10/2023	LACO/CUPA#AR0025477 PARK R	2,378.00	2,378.00
	Voucher:							
103059	10/11/2023	0014117	MUNICIPAL FINANCE SERVICES	SG0003A	10/9/2023	PROFESSIONAL SVCS FOR FINA	357.50	357.50
	Voucher:							
103060	10/11/2023	0013977	PCI	11524C-01R	8/23/2023	THERMOPLASTIC STRIPING OF	125,962.40	125,962.40
	Voucher:							
103061	10/11/2023	00000322	SAM'S CLUB	005479 GSVUCK	9/13/2023	PWYD- FOOD, SNACK'S, DRINKS	48.08	
	Voucher:		001795 GTEHXL	8/10/2023	PWYD- FOOD, SNACK'S, DRINKS	40.98		89.06
103062	10/11/2023	00004338	SEQUEL CONTRACTORS INC	613-3	9/11/2023	FIRSTONE BLVD. CORRIDOR CA	1,103,007.97	
	Voucher:		607-3	8/1/2023	CONSTRUCTION OF THE CITYW	237,228.92		1,340,236.89
103063	10/11/2023	0013900	SERVITEK ELECTRIC, INC	202224	9/28/2023	CONSTRUCTION OF DAMAGED "	219,964.09	219,964.09
	Voucher:							
103064	10/11/2023	00004865	SO CALIF EDISON	10/02/23	10/2/2023	BILLING PRD SEP 2023 & OBF IN	58,853.67	58,853.67
	Voucher:							
103065	10/11/2023	0014206	SOUTH GATE PROPERTY LLC, DI		8/22/2023	HURRICANE HILARY EMERGENC	1,400.00	1,400.00
	Voucher:							
103066	10/11/2023	0014194	TIME CAPSULES INC.	9723	10/5/2023	NEW CENTENNIAL VAULT	6,475.00	6,475.00
	Voucher:							

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Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
103067	10/11/2023	0014207	VOGUE MOTEL	2	8/22/2023	HURRICANE HILARY EMERGENC	2,100.00
Voucher:							

Sub total for BANK OF THE WEST: 1,772,509.70

18 checks in this report.

Grand Total All Checks: 1,772,509.70

WARRANT REGISTER FOR COUNCIL MEETING 10/24/2023

PART IV

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10/16/2023 11:20:17AM

Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103068	10/24/2023	0012450	129 BUILDERS INC	320	8/28/2023	TRANSFER STATION REPAIRS	6,475.00	6,475.00
	Voucher:							
103069	10/24/2023	00001467	ADMINISTRATIVE SERV. CO-OP	230831	8/31/2023	AUG 2023 - TO PROVIDE PHONE	56,874.83	56,874.83
	Voucher:							
103070	10/24/2023	00003971	ADMINSURE INC.	16370	9/15/2023	OCT 2023- WORK COMP CLAIM /	9,789.00	9,789.00
	Voucher:							
103071	10/24/2023	0010065	AFC HYDRAULIC SEALS &	34169	9/11/2023	REPAIR HYDRAULIC EQUIPMEN	310.91	310.91
	Voucher:							
103072	10/24/2023	00004372	AIRGAS USA, LLC	9141573229	8/30/2023	DISTRIBUTATION OF SPECIALTY	301.46	
	Voucher:			9139354154	6/22/2023	DISTRIBUTATION OF SPECIALTY	280.78	
				9141040233	8/15/2023	DISTRIBUTATION OF SPECIALTY	251.16	
				9141644211	8/31/2023	INVENTORY PO/ SAFETY SUPPL	120.00	
				9141643977	8/31/2023	INVENTORY PO/ SAFETY SUPPL	647.42	
				9141644210	8/31/2023	INVENTORY PO/ SAFETY SUPPL	370.02	
				9142534078	9/28/2023	INVENTORY PO/ SAFETY SUPPL	484.31	
				9141644209	8/31/2023	INVENTORY PO/ SAFETY SUPPL	157.95	2,613.10
103073	10/24/2023	0011325	ALAN'S LAWN & GARDEN CENTE	1190800	10/2/2023	CARRY LARGE SUPPLY OF IRRIG	130.33	
	Voucher:			1187881	9/19/2023	CARRY LARGE SUPPLY OF IRRIG	991.79	1,122.12
103074	10/24/2023	0011059	ALESHIRE & WYNDER, LLP, SUITE	79895	9/21/2023	THROUGH 08/31/23 PROFESSIONI	1,220.20	1,220.20
	Voucher:							
103075	10/24/2023	0011577	ALL PHASE ELECTRIC SUPPLY CO	0946-1071301	8/10/2023	INVENTORY PO/ LAMPS	2,993.42	
	Voucher:			0946-1072961	9/11/2023	ELECTRICAL EQUIPMENT, MATE	426.47	
				0946-1072944	9/11/2023	ELECTRICAL EQUIPMENT, MATE	760.96	4,180.85
103076	10/24/2023	0013987	ALL STAR GLASS LLC	840105	9/27/2023	AUTOMOTIVE GLASS REPAIR AN	100.00	100.00
	Voucher:							
103077	10/24/2023	0013692	AMCS GROUP INC	140726	9/1/2023	7/11/23-7/10/24- FLEET MAINTEN	20,579.87	20,579.87
	Voucher:							
103078	10/24/2023	00003885	AMERON INTERNATIONAL	124241	7/26/2023	STREET LIGHT POLE INSTALLAT	4,072.06	
	Voucher:			50083669	8/29/2023	SPARE TRAFFIC POLE INVENTO	47,534.68	51,606.74
103079	10/24/2023	0007290	APW KNOX-SEEMAN	17376572	3/1/2022	MISC AUTO PARTS & LUBES	48.18	48.18
	Voucher:							

Bank : botw BANK OF THE WEST				(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103080	10/24/2023	00005075 AT&T Voucher:	20529087	9/13/2023	AUG-SEP 2023: BAN 9391034766	129.45		
			20529083	9/13/2023	AUG-SEP 2023: BAN 9391034763	1,172.84		
			20468655	9/1/2023	AUG 2023: BAN 9391081298	1,600.38		
			20467320	9/1/2023	AUG 2023: BAN: 9391068970	1,756.39		
			20463542	9/1/2023	AUG 2023: BAN 9391034759	53.33		
			20529089	9/13/2023	AUG-SEP 2023: BAN 9391034761	27.10		
			20529086	9/13/2023	AUG-SEP 2023: BAN 9391034760	19.21		
			20529085	9/13/2023	AUG-SEP 2023: BAN 9391034762	1,094.97		
			20385414	8/13/2023	JUL-AUG 2023: BAN 9391034764	421.17		
			20385415	8/13/2023	JUL-AUG 2023: BAN 9391034763	1,183.94		
			20385419	8/13/2023	JUL-AUG 2023: BAN 9391034766	136.09		
			20385421	8/13/2023	JUL-AUG 2023: BAN 9391034761	28.21		
			20323012	8/1/2023	JUL 2023: BAN 9391081298	1,600.38		
			20385418	8/13/2023	JUL-AUG 2023: BAN 9391034760	20.32		
			20321677	8/1/2023	JUL 2023: BAN: 9391068970	1,756.39		
			20317899	8/1/2023	JUL 2023: BAN 9391034759	50.35		
			20385417	8/13/2023	JUN-JUL 2023: BAN 9391034762	1,124.55		
			20529084	9/13/2023	CITY MANAGER BP -08/13/23-09/	1,006.66		
			20529082	9/13/2023	AUG-SEP 2023: BAN 9391034764	711.51		
			20385416	8/13/2023	CITY MANAGER BP -07/13/23-08/	1,057.72	14,950.96	
103081	10/24/2023	0012831 ATLAS AUTO BODY Voucher:	7445	9/1/2023	AUTOMOTIVE BODY REPAIRS AN	854.48	854.48	
103082	10/24/2023	0009040 ATLAS BACKFLOW Voucher:	42487	9/18/2023	MISC	1,282.00		
			42528	9/25/2023	MISC	2,000.00		
			42472	9/14/2023	MISC	1,894.10		
			42618	10/3/2023	MISC	140.00	5,316.10	

Bank : botw BANK OF THE WEST				(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103083	10/24/2023	0010585	AUTOZONE STORES, INC.	5488255084	9/25/2023	AUTO PARTS	31.96	
	Voucher:		5488241069	9/11/2023	AUTO PARTS	11.02		
			5488243917	9/14/2023	AUTO PARTS	175.29		
			5488248520	9/18/2023	AUTO PARTS	79.31		
			5488250131	9/20/2023	AUTO PARTS	41.21		
			5488249900	9/20/2023	AUTO PARTS	77.54		
			5488249940	9/20/2023	AUTO PARTS	13.22		
			5488250362	9/20/2023	AUTO PARTS	6.16		
			5488256271	9/26/2023	AUTO PARTS	202.07		
			5488257294	9/27/2023	AUTO PARTS	145.40		
			5488247984	9/18/2023	AUTO PARTS	173.98		
			5488242005		RETURN ON INVOICE# 54882299	-13.09		
			5488237066		RETURN ON INVOICE# 54882370	-170.67		
			5488251018		RETURN ON INVOICE# 54882510	-79.37		
			5488251017		RETURN ON INVOICE# 54881625	-100.39		
			5488258210	9/28/2023	AUTO PARTS	32.73		626.37
103084	10/24/2023	0010615	BEARCOM	5612838	9/8/2023	SEP 2023 - ANNUAL MAINTENAN	205.51	
	Voucher:		5612307	9/7/2023	AUG 2023 - ANNUAL MAINTENAN	205.51		
			5611660	9/6/2023	JUL 2023 - ANNUAL MAINTENAN	205.51		616.53
103085	10/24/2023	0013325	BKF ENGINEERS	23091228	9/19/2023	7/31/2-8/27/23 - DESIGN SERVICE	17,016.42	17,016.42
	Voucher:							
103086	10/24/2023	00005007	BOB MURRAY & ASSOCIATES	10294	9/15/2023	CONSULTING SERVICES (CITY M	10,340.00	
	Voucher:		10293	9/15/2023	CONSULTING SERVICES (CITY M	641.25		10,981.25
103087	10/24/2023	00000651	BSN SPORTS, LLC	922662239	8/30/2023	SPORTS EQUIPMENT	1,448.53	1,448.53
	Voucher:							
103088	10/24/2023	00000759	CALIFORNIA FRAME & AXLE	74738	9/19/2023	GARAGE REPAIRS	110.00	110.00
	Voucher:							
103089	10/24/2023	0006239	CENTRAL FORD	30250 (29858)	8/1/2023	AUTO PARTS	97.02	97.02
	Voucher:							
103090	10/24/2023	0012980	CHARTER COMMUNICATIONS	0439993082023	8/20/2023	AUG-SEP 2023- #8448 30 017 043	134.99	
	Voucher:		0490384082723	8/27/2023	AUG-SEP 2023- #8448 30 017 049	147.07		
			0008335090123	9/1/2023	SEP-OCT 2023- #8448 30 017 000	161.26		443.32
103091	10/24/2023	00004302	CINTAS UNIFORM SERVICES	4168814442	9/25/2023	SHOP TOWEL CLEANING SERVIC	45.86	45.86
	Voucher:							

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103092	10/24/2023	00005073	CITY OF DOWNEY	236867	9/11/2023	FY 23/24 SEAACA 2ND INSTALLM	396,315.00	396,315.00
		Voucher:						
103093	10/24/2023	0008971	CMR: DELGADO, JOSE G.	7/5/23-9/19/23	9/21/2023	7/18, 8/15, 9/19 PLANNING COMM	375.00	375.00
		Voucher:						
103094	10/24/2023	0013678	CMR: DUARTE, IVY BRENDA	7/5/23-9/19/23	9/21/2023	7/18, 8/15 PLANNING COMMISSIO	250.00	250.00
		Voucher:						
103095	10/24/2023	0010134	CMR: LABORIN, JOVANNA	7/5/23-9/19/23	9/21/2023	7/5, 7/18, 8/15, 9/19 PLANNING CO	500.00	500.00
		Voucher:						
103096	10/24/2023	0013949	CMR: OZAETA, JIMMY	7/5/23-9/19/23	9/21/2023	7/5, 7/18, 8/15, 9/19 PLANNING CO	500.00	500.00
		Voucher:						
103097	10/24/2023	0009967	CMR: PRIETO, DAISY	7/5/23-9/19/23	9/21/2023	7/18, 8/15, 9/19 PLANNING COMM	375.00	375.00
		Voucher:						
103098	10/24/2023	0014197	CNA INSURANCE	13431	9/19/2023	PROPANE TANK STATE INSPECT	110.00	110.00
		Voucher:						
103099	10/24/2023	00000311	COASTLINE EQUIPMENT	1055460	9/14/2023	SERVICE HEAVY EQUIPMENT VE	523.29	
		Voucher:		1056422	9/18/2023	SERVICE HEAVY EQUIPMENT VE	560.13	
				1056424		RETURN ON INVOICE# 1055460	-523.29	
				175433	7/25/2023	REPAIR LOADER #288- DIAGNOS	15,896.69	16,456.82
103100	10/24/2023	0011922	CONCENTRA MEDICAL CENTERS	80439120	9/6/2023	8/30/23- MEDICAL SERVICES FOI	391.00	
		Voucher:		80516395	9/13/2023	9/6/23-9/11/23- MEDICAL SERVICI	1,052.00	1,443.00
103101	10/24/2023	0011159	CONSERVATION CORPS OF	8111	7/31/2023	JUL 2023- ARPA- CCLB EMPLOYM	15,260.00	
		Voucher:		8146	8/1/2023	AUG 2023- ARPA- CCLB EMPLOY	15,260.00	30,520.00
103102	10/24/2023	00001423	DAILY JOURNAL CORPORATION	B3740642	9/22/2023	ORDINANCE AMENDING CALPEF	155.00	155.00
		Voucher:						
103103	10/24/2023	00000314	DAPEER ROSENBLIT & LITVAK LI	22126	9/30/2023	PROFESSIONAL SERVICES THRI	5,757.50	
		Voucher:		22127	9/30/2023	PROFESSIONAL SERVICES THRI	140.00	5,897.50
103104	10/24/2023	0005392	DAVID VOLZ DESIGN	422562	9/21/2023	AUG 2023- DESIGN SERVICES F	2,727.50	2,727.50
		Voucher:						
103105	10/24/2023	00002588	DELL MARKETING LP	10681826124	6/30/2023	EMERGENCY PURCHASE OF LA	1,822.53	1,822.53
		Voucher:						
103106	10/24/2023	00001565	DEPT OF JUSTICE-(DOJ) CENTR/680418		9/6/2023	AUG 2023- FINGERPRINT APPS-(324.00	324.00
		Voucher:						
103107	10/24/2023	0013734	DONALD CHRISTOPHER LACHEFS	SGPD 2023-021	9/4/2023	PROFESSIONAL SERVICES FOR	535.00	535.00
		Voucher:						

Bank : botw BANK OF THE WEST			(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
103108	10/24/2023	0012358	EO: GLAZE, YODIT	90153126607	9/21/2023	REIMB: 9/18-9/21 - CAR RENTAL	418.62
		Voucher:					418.62
103109	10/24/2023	0013810	EXECUTIVE MANAGEMENT, SEC	23-366	9/25/2023	9/10-9/23 - SECURITY SERVICES	7,215.00
		Voucher:					7,215.00
103110	10/24/2023	0013809	EXTREME PLATES, LLC	12719	9/6/2023	RUMBLE PLATES FOR URBAN O	771.75
		Voucher:		12516	8/14/2023	7/12/23-8/8/23- RUMBLE PLATES	771.75
							1,543.50
103111	10/24/2023	0010558	FACTORY MOTOR PARTS COMP	12-Z17084	9/25/2023	FACTORY AUTO PARTS	236.12
		Voucher:		12-5541473	9/25/2023	FACTORY AUTO PARTS	518.02
							754.14
103112	10/24/2023	00000619	FALCON FUELS, INC.	63106	9/20/2023	RD 99 CLEAR DIESEL & SALES T	43,892.04
		Voucher:		63120	9/20/2023	RD 99 CLEAR DIESEL & SALES T	6,110.57
							50,002.61
103113	10/24/2023	0013912	FAST DEER BUS CHARTER, INC.	161319	9/16/2023	SOLVANG - BUS RENTALS FOR L	2,622.00
		Voucher:					2,622.00
103114	10/24/2023	00002026	FEDERAL EXPRESS CORPORATI	8-205-58668	7/28/2023	STANDARD OVERNIGHT	9.73
		Voucher:		8-262-98206	9/22/2023	FEDEX 2DAY	14.34
							24.07
103115	10/24/2023	00003770	FLEMING ENVIRONMENTAL INC.	20469	9/20/2023	UNDERGROUND STORAGE TANI	540.00
		Voucher:		20161	7/3/2023	UNDERGROUND STORAGE TANI	540.00
							1,080.00
103116	10/24/2023	0013478	FOCUS IMAGINATION LLC	SGPD-2023-0002	9/20/2023	RECRUITMENT FLYER-BILLBOAF	225.00
		Voucher:					225.00
103117	10/24/2023	0013821	FOUNTAINHEAD CONSULTING, C	2023-07-SOUTH C	8/15/2023	JUL 2023- CONSTRUCTION MAN	33,080.00
		Voucher:					33,080.00

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
103119	10/24/2023	0013758	FROST BROWN TODD LLP	210393255	9/20/2023	LEGAL SERVICES RE: GENERAL	2,986.20
	Voucher:			210392974	9/20/2023	LEGAL SERVICES RE: ATTEND	1,193.40
				210393229	9/20/2023	LEGAL SERVICE RE: COSG, ET A	2,894.60
				210393228	9/20/2023	LEGAL SERVICE RE: COSG ADV.	198.88
				210391847	9/20/2023	LEGAL SERVICE RE: COSG, ET A	7,414.45
				210392988	9/20/2023	LEGAL SERVICE RE: COSG ADV.	4,550.60
				210392977	9/20/2023	LEGAL SERVICE RE: COSG ADV.	4,976.40
				210393239	9/20/2023	LEGAL SERVICE RE: COSG ADV.	2,549.09
				210393233	9/20/2023	LEGAL SERVICE RE: COSG ADV.	772.20
				210393232	9/20/2023	LEGAL SERVICE RE: COSG ADV.	5,237.75
				210393251	9/20/2023	LEGAL SERVICE RE: EVA VALDO	5,020.90
				210393252	9/20/2023	LEGAL SERVICE RE: COSG, ET A	316.00
				210393242	9/20/2023	LEGAL SERVICE RE: COSG, ET A	3,117.40
				210392978	9/20/2023	LEGAL SERVICE RE: COSG, ET A	5,120.80
				210392992	9/20/2023	LEGAL SERVICE RE: COSG, ET A	775.00
				210393243	9/20/2023	LEGAL SERVICE RE: COSG, ET A	343.20
				210393231	9/20/2023	LEGAL SERVICE RE: TUESDAYS,	11,726.00
				210393241	9/20/2023	LEGAL SERVICE RE: COMMUNIT	13,928.20
				210393240	9/20/2023	LEGAL SERVICE RE: COSG REG/	13,613.60
				210392969	9/20/2023	LEGAL SERVICES RE: EMPLOYM	829.40
				210393227	9/20/2023	LEGAL SERVICE RE: COSG ADV.	314.60
				210393225	9/20/2023	LEGAL SERVICE RE: COSG ADV.	42,352.30
				210393250	9/20/2023	LEGAL SERVICE RE: COSG ADV.	7,797.86
				210393249	9/20/2023	LEGAL SERVICE RE: COSG ADV.	11,725.55
				210393256	9/20/2023	LEGAL SERVICE RE: COSG ADV.	135.00
				210393226	9/20/2023	LEGAL SERVICE RE: COSG ADV.	5,691.40
				21039248	9/20/2023	LEGAL SERVICE RE: COSG, ET A	304.52
				210393244	9/20/2023	LEGAL SERVICE RE: COSG ADV.	972.40
				210393253	9/20/2023	LEGAL SERVICE RE: COSG, ET A	7,600.55
				210392976	9/20/2023	LEGAL SERVICE RE: COSG ADV.	85.80
				210393257	9/20/2023	LEGAL SERVICE RE: COSG ADV.	64.20
				210393234	9/20/2023	LEGAL SERVICE RE: COSG ADV.	489.00
				210393245	9/20/2023	LEGAL SERVICE RE: COSG, ET A	6,663.80
				210393247	9/20/2023	LEGAL SERVICE RE: COSG RE CI	2,087.80
				210392989	9/20/2023	LEGAL SERVICE RE: COSG ADV.	2,498.00

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
			210393238	9/20/2023	LEGAL SERVICE RE: COSG, ET A	370.75		
			210393246	9/20/2023	LEGAL SERVICE RE: SOUTH GAT	1,973.40		
			210393254	9/20/2023	LEGAL SERVICE RE: SOUTH GAT	4,381.06	183,072.06	
103120	10/24/2023	0005303 FULLER ENGINEERING INC	149224	8/22/2023	CHEMICALS SUPPLIES FOR POC	1,477.79		
	Voucher:		149301	8/22/2023	CHEMICALS SUPPLIES FOR POC	667.31		
			148877		INVOICE PAID TWICE ON CK# 10	-1,388.83	756.27	
103121	10/24/2023	0009215 G&M OIL COMPANY, LLC	012-055	9/20/2023	AUG 2023- CAR WASH	120.00	120.00	
	Voucher:							
103122	10/24/2023	0013954 GANNETT FLEMING, INC.	074896-004	8/25/2023	JUL 2023- CONSTRUCTION MAN.	34,020.26	34,020.26	
	Voucher:							
103123	10/24/2023	0008691 GATEWAY WATER MANAGEMENT	2024-24	7/14/2023	2023/24- GWMA ANNUAL MEMBE	15,000.00	15,000.00	
	Voucher:							
103124	10/24/2023	00002304 GENERAL PUMP COMPANY	30236	5/12/2023	ON-CALL CONTRACT FOR WELL	1,534.87		
	Voucher:		30489	7/31/2023	ON-CALL CONTRACT FOR WELL	3,785.87	5,320.74	
103125	10/24/2023	0013185 GILMAN CONSTRUCTION MEDIA	2560	6/30/2023	JUN 2023- PROVIDE GC MEDIA 4	339.00		
	Voucher:		2524	5/31/2023	MAY 2023- PROVIDE GC MEDIA 4	339.00		
			2684	8/31/2023	AUG 2023- PROVIDE GC MEDIA 4	339.00		
			2623	7/31/2023	JUL 2023- PROVIDE GC MEDIA 4	339.00	1,356.00	
103126	10/24/2023	0010639 GONZALEZ GOODALE ARCHITECT	0023913	8/31/2023	AUG 2023- SOUTH GATE COURT	3,057.00		
	Voucher:		0023841	7/31/2023	JUL 2023- SOUTH GATE COURT	5,336.00	8,393.00	
103127	10/24/2023	00002890 GRAINGER	9835488298	9/13/2023	SPECIALTY HARDWARE	1,269.59		
	Voucher:		9828042482	9/5/2023	SPECIALTY HARDWARE	126.52		
			9845573865	9/20/2023	SPECIALTY HARDWARE	668.30		
			9827765976	9/5/2023	SPECIALTY HARDWARE	72.91		
			9836958984	9/13/2023	SPECIALTY HARDWARE	144.94		
			9835178915	9/12/2023	SPECIALTY HARDWARE	56.03		
			9835178923	9/12/2023	SPECIALTY HARDWARE	288.86	2,627.15	
103128	10/24/2023	00000534 GRANDE VISTA STEEL	170816	8/23/2023	REPAIR FENCES	132.30	132.30	
	Voucher:							
103129	10/24/2023	0013070 GRIFFIN STRUCTURES, INC.	GSI-SGUO-26	7/31/2023	JUL 2023- CONSTRUCTION MAN.	11,459.64	11,459.64	
	Voucher:							
103130	10/24/2023	00002568 HAAKER EQUIPMENT COMPANY	C1A817	8/11/2023	SPECIAL SEWER EQUIPMENT	277.49		
	Voucher:		C1A869	8/17/2023	SPECIAL SEWER EQUIPMENT	341.24	618.73	

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103131	10/24/2023	00002577 HACH COMPANY	13748612	9/22/2023	CHLORINE ANALYZER MAINTEN.	4,320.00		
	Voucher:		13748611	9/22/2023	CHLORINE ANALYZER MAINTEN.	3,329.00		
			13748608	9/22/2023	CHLORINE ANALYZER MAINTEN.	1,991.00		
			13748606	9/22/2023	CHLORINE ANALYZER MAINTEN.	1,991.00		
			13748610	9/22/2023	CHLORINE ANALYZER MAINTEN.	1,991.00		
			13748607	9/22/2023	CHLORINE ANALYZER MAINTEN.	3,982.00	17,604.00	
103132	10/24/2023	0013348 HARPER & ASSOCIATES, ENGINEENG-8277		9/6/2023	ENGINEERING SERVICES- CATH	1,165.00	1,165.00	
	Voucher:							
103133	10/24/2023	0011526 HASA, INC.	907765	8/3/2023	WATER TREATMENT CHEMICALS	864.21		
	Voucher:		921995	9/28/2023	WATER TREATMENT CHEMICALS	1,440.35		
			917252	9/7/2023	WATER TREATMENT CHEMICALS	934.92		
			917253	9/7/2023	WATER TREATMENT CHEMICALS	824.93		
			917251	9/7/2023	WATER TREATMENT CHEMICALS	984.68		
			917255	9/7/2023	WATER TREATMENT CHEMICALS	1,990.31		
			917256	9/7/2023	WATER TREATMENT CHEMICALS	447.82		
			907763	8/3/2023	WATER TREATMENT CHEMICALS	1,440.35		
			921996	9/28/2023	WATER TREATMENT CHEMICALS	987.30		
			921997	9/28/2023	WATER TREATMENT CHEMICALS	1,453.45	11,368.32	
103134	10/24/2023	0012871 HF&H CONSULTANTS, LLC	9720459	8/10/2023	JUL 2023- PROFESSIONAL SERV	4,557.00	4,557.00	
	Voucher:							
103135	10/24/2023	00002529 HINDERLITER DE LLAMAS & ASS-SIN031273		9/20/2023	Q1 2023- SALES TAX CONTRACT	1,622.22	1,622.22	
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103136	10/24/2023	00000268	HOME DEPOT CREDIT SERVICES	5/4/2023	MISC SUPPLIES	195.55		
		Voucher:	5344057	9/14/2023	GENERAL MAINTENANCE - MISC	13.39		
			1350591	9/18/2023	ELECTRICAL SUPPLIES	493.90		
			1350592	9/18/2023	ELECTRICAL SUPPLIES	493.90		
			1370740	9/28/2023	MISC SUPPLIES	85.95		
			2343845	8/18/2023	GENERAL MAINTENANCE - MISC	493.90		
			7343886	8/23/2023	GENERAL MAINTENANCE - MISC	443.22		
			6350326	8/24/2023	GENERAL MAINTENANCE - MISC	74.22		
			1362859	8/29/2023	GENERAL MAINTENANCE - MISC	48.22		
			0370491	8/30/2023	GENERAL MAINTENANCE - MISC	65.91		
			7362927	9/12/2023	GENERAL MAINTENANCE - MISC	221.50		
			1362858	8/29/2023	GENERAL MAINTENANCE - MISC	270.38		
			0350426	8/30/2023	GENERAL MAINTENANCE - MISC	51.00		
			8350540	9/11/2023	GENERAL MAINTENANCE - MISC	64.31		
			7344043	9/12/2023	GENERAL MAINTENANCE - MISC	132.48		
			1350593	9/18/2023	ELECTRICAL SUPPLIES	41.92		
			2343846	8/18/2023	GENERAL MAINTENANCE - MISC	857.95		
			9344105	9/20/2023	MISC SUPPLIES	382.72		
			3370724	9/26/2023	MISC SUPPLIES	426.15		
			4032184	9/15/2023	MISC SUPPLIES	55.40		
			1350599	9/18/2023	MISC SUPPLIES	60.51		
			0350606	9/19/2023	MISC SUPPLIES	283.86		
			0370672	9/19/2023	MISC SUPPLIES	467.87		
			0350607	9/19/2023	MISC SUPPLIES	67.02		
			5344053	9/14/2023	STREET SUPPLIES	107.72		
			5344054	9/14/2023	STREET SUPPLIES	217.47		
			9370681	9/20/2023	WATER DEPARTMENT SUPPLIES	103.07		
			5350574	9/14/2023	STREET SUPPLIES	296.76	6,516.25	
103137	10/24/2023	00000647	HONEYWELL INTERNATIONAL INC	5264681143	JUL 2023- ANNUAL HVAC EQUIP	12,040.08		
		Voucher:	5264681136	9/11/2023	OCT 2023- ANNUAL HVAC EQUIP	12,040.08		
			5264681144	9/11/2023	SEP 2023- ANNUAL HVAC EQUIP	12,040.08		
			5264681151	9/11/2023	AUG 2023- ANNUAL HVAC EQUIP	12,040.08	48,160.32	
103138	10/24/2023	0006153	HUMAN SERVICES ASSOCIATION	JUN 2023	JUN 2023- SENIOR NUTRITION P	1,312.50		
		Voucher:	MAY 2023	6/10/2023	MAY 2023- SENIOR NUTRITION F	1,312.50		
			APR 2023	5/10/2023	APR 2023- SENIOR NUTRITION F	1,312.50	3,937.50	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103139	10/24/2023	0008222	JCL TRAFFIC SERVICES	121138	9/25/2023	BARRICADES,TRAFFIC PRODUC	270.00	
	Voucher:		121119	9/21/2023	BARRICADES,TRAFFIC PRODUC	361.07	631.07	
103140	10/24/2023	0013280	JEFFERS, CHRIS	2023-LEAGUE OF	9/22/2023	9/19/23-9/22/23 - ATTEND 2023 LE	936.86	936.86
	Voucher:							
103141	10/24/2023	0007026	JOHN DEERE COMPANY	117496474	7/21/2023	JOHN DEERE GATOR REPLACIN	15,737.47	15,737.47
	Voucher:							
103142	10/24/2023	0012510	KILEY & ASSOCIATES, LLC	SG 230930	9/30/2023	AMEND NO 2 TO CONTRACT NO	3,333.33	3,333.33
	Voucher:							
103143	10/24/2023	00003387	KNORR SYSTEMS, INC.	206645	7/28/2023	POOL SUPPLIES	376.91	376.91
	Voucher:							
103144	10/24/2023	0007294	KOA CORPORATION	JC11148-16	8/9/2023	JUL 2023- PROFESSIONAL ENGII	1,103.66	
	Voucher:		JC36082-4	8/25/2023	AUG 2023- INSPECTION SERVICI	12,552.00		
			JC36110-1	6/30/2023	5/27/23-6/30/23- INSPECTION SEI	9,940.00		
			JC36110-2	7/31/2023	JUL 2023- INSPECTION SERVICE	1,136.00		
			JC11148-17	9/5/2023	7/29/23-8/25/23- PROFESSIONAL	3,041.40	27,773.06	
103145	10/24/2023	0006905	LA COUNTY SHERIFF'S DEPARTM	240441BL	9/19/2023	AUG 2023- FOOD FOR THE JAIL	871.60	871.60
	Voucher:							
103146	10/24/2023	00001478	LAKESHORE	318218091923	9/19/2023	SUPPLIES FOR QUARTERLY TOT	764.57	764.57
	Voucher:							
103147	10/24/2023	00003793	LONG BEACH BMW MOTORCYCL	47738	9/28/2023	MINOR REPAIRS AND PARTS	1,832.70	1,832.70
	Voucher:							
103148	10/24/2023	00004060	MCMASTER-CARR SUPPLY CO	14661592	9/21/2023	SPECIAL HARDWARE. NO WORK	176.25	176.25
	Voucher:							
103149	10/24/2023	0011575	MERCHANTS BUILDING	758047	8/31/2023	AUG 2023- COVID CLEANING SE	4,606.70	
	Voucher:		758048	8/31/2023	AUF 2023- MBM- ANNUAL JANITC	26,126.10		
			758049	8/31/2023	AUG 2023- COVID CLEANING SE	2,303.50	33,036.30	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103150	10/24/2023	00003815	MICHELSON LABORATORIES, INC	0673663	9/13/2023	TITLE 22 LAB ANALYSIS	959.32	
	Voucher:		0673719	9/14/2023	TITLE 22 LAB ANALYSIS	926.24		
			0673842	9/15/2023	TITLE 22 LAB ANALYSIS	827.00		
			0673767	9/14/2023	TITLE 22 LAB ANALYSIS	827.00		
			0673720	9/14/2023	TITLE 22 LAB ANALYSIS	893.16		
			0672863	8/31/2023	TITLE 22 LAB ANALYSIS	827.00		
			0672864	8/31/2023	TITLE 22 LAB ANALYSIS	827.00		
			0672862	8/31/2023	TITLE 22 LAB ANALYSIS	992.40		
			0673849	9/15/2023	TITLE 22 LAB ANALYSIS	827.00		
			0673846	9/15/2023	TITLE 22 LAB ANALYSIS	1,025.48		
103151	10/24/2023	00000170	MISC - PKS & REC REFUND	57617936-COBIA	9/12/2023	REFUND OF DEPOSIT (AFTER E	495.00	8,931.60
	Voucher:							495.00
103152	10/24/2023	00000170	MISC - PKS & REC REFUND	60141265-SARAC	9/26/2023	REFUND - FALL VOLLEYBALL FU	56.00	56.00
	Voucher:							
103153	10/24/2023	00000170	MISC - PKS & REC REFUND	60194922-TORRE	9/12/2023	REFUND - FOOTBALL FUNDAME	56.00	56.00
	Voucher:							
103154	10/24/2023	00000170	MISC - PKS & REC REFUND	60163831-CORDC	9/5/2023	REFUND - BASKETBALL FUNDAM	56.00	56.00
	Voucher:							
103155	10/24/2023	00004335	MOTOROLA SOLUTIONS, INC	8281702572	8/29/2023	APX8500 MOBILE RADIO FOR MC	9,249.73	9,249.73
	Voucher:							
103156	10/24/2023	0012932	MUNICIPAL RESOURCE GROUP, I03-23-863		9/15/2023	CLASSIFICATION & COMPENSAT	2,400.00	2,400.00
	Voucher:							
103157	10/24/2023	0009426	MV CHENG & ASSOCIATES, INC. 6/30/2023H		7/11/2023	JUN 2023- FINANCIAL ANALYST L	90.00	90.00
	Voucher:							
103158	10/24/2023	00004969	NATIONAL READY MIXED CONCR	875259	9/13/2023	CONCRETE, SAND AND AGGREG	1,031.51	
	Voucher:		874333	9/5/2023	CONCRETE, SAND AND AGGREG	660.41		1,691.92
103159	10/24/2023	0012286	NATIONWIDE ENVIRONMENTAL, I33475		9/15/2023	SEP 2023- AGREEMENT FOR ST	60,823.50	60,823.50
	Voucher:							
103160	10/24/2023	0009990	NATURE'S SELECT PET FOOD	159060	8/28/2023	DOG FOOD SUPPLIER	122.40	
	Voucher:		160067	9/7/2023	DOG FOOD SUPPLIER	121.83		244.23
103161	10/24/2023	0007865	NET TRANSCRIPTS, INC	NT16783	8/31/2023	AUG 2023- TRANSCRIPTION SEF	70.08	70.08
	Voucher:							
103162	10/24/2023	0005289	NOBEL SYSTEMS	15765	9/30/2023	INSTALL 4 PRESSURE MONITOR	9,600.00	9,600.00
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
103164	10/24/2023	00001414 OFFICE DEPOT	332714687001	9/19/2023	OFFICE SUPPLIES & TONER	407.67	
	Voucher:		334114870001	9/28/2023	OFFICE SUPPLIES	24.21	
			329121041001	9/13/2023	OFFICE SUPPLIES	12.52	
			329128938001	9/13/2023	OFFICE SUPPLIES	56.19	
			326989338001	9/12/2023	OFFICE SUPPLIES	29.65	
			327131551001	9/13/2023	OFFICE SUPPLIES	46.27	
			327708433001	9/6/2023	OFFICE SUPPLIES	62.13	
			327715296001	9/6/2023	OFFICE SUPPLIES	107.97	
			332483586001	9/28/2023	WEBCAM	79.35	
			332483586002	9/28/2023	WEBCAM	26.45	
			330749884001	9/6/2023	OFFICE SUPPLIES	13.88	
			330755174001	9/6/2023	OFFICE SUPPLIES	176.31	
			330755175001	9/6/2023	OFFICE SUPPLIES	85.97	
			330890840001	9/12/2023	OFFICE SUPPLIES	71.09	
			330213116001	9/7/2023	INVENTORY PO/BAKING SODA	677.30	
			330216982001	9/6/2023	OFFICE SUPPLIES	65.98	
			329279381001	9/14/2023	OFFICE SUPPLIES	180.59	
			330488873001	9/7/2023	OFFICE SUPPLIES	82.64	
			330974722001	9/25/2023	OFFICE SUPPLIES	125.91	
			331543229001	9/7/2023	OFFICE SUPPLIES & TONER	111.73	
			333782048001	9/22/2023	OFFICE SUPPLIES	88.18	
			333782113001	9/21/2023	OFFICE SUPPLIES	190.27	
			334114564001	9/28/2023	TONER	197.34	
			331294068001	9/25/2023	OFFICE SUPPLIES	57.35	
			329252732001	9/13/2023	OFFICE SUPPLIES & TONER	813.17	
			334571270001	9/26/2023	OFFICE SUPPLIES	771.76	
			329198322001	9/14/2023	OFFICE SUPPLIES	90.85	
			330438626001	9/7/2023	OFFICE SUPPLIES	272.20	
			330450433001	9/7/2023	OFFICE SUPPLIES & TONER	272.10	
			332285504001	9/27/2023	OFFICE SUPPLIES	62.05	
			329171246001	9/13/2023	OFFICE SUPPLIES	387.16	
			334515718001	9/26/2023	OFFICE SUPPLIES	822.69	
			334519212001	9/27/2023	OFFICE SUPPLIES	449.28	
			329380686001	9/5/2023	OFFICE SUPPLIES	108.86	
			332850590001	9/20/2023	OFFICE SUPPLIES	78.02	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			332299505001	9/18/2023	OFFICE SUPPLIES	974.82	
			332302539001	9/15/2023	OFFICE SUPPLIES	56.22	8,136.13
103165	10/24/2023	0009786	OLIVAREZ MADRUGA LEMIEUX	23130	8/31/2023	PROFESSIONAL SERVICES REN	528.96
	Voucher:		23131	8/31/2023	PROFESSIONAL SERVICES REN	337.50	866.46
103166	10/24/2023	0007984	O'REILLY AUTO PARTS	3063-133216	9/28/2023	AUTO PARTS	55.47
	Voucher:		3063-133330	9/29/2023	AUTO PARTS	170.66	
			3063-133813	10/2/2023	AUTO PARTS	32.06	
			3063-128583	8/28/2023	AUTO PARTS	72.48	
			3063-129840	9/5/2023	AUTO PARTS	141.09	
			3063-131700	9/18/2023	AUTO PARTS	53.49	
			3063-132325	9/22/2023	AUTO PARTS	45.27	
			3063-132104	9/20/2023	AUTO PARTS	60.06	
			3063-132190	9/21/2023	AUTO PARTS	26.45	
			3063-132191	9/21/2023	AUTO PARTS	6.54	
			3063-129877	9/5/2023	AUTO PARTS	95.58	
			3063-130032	9/6/2023	AUTO PARTS	165.11	
			3063-132232	9/21/2023	AUTO PARTS	84.98	
			3063-132779	9/25/2023	AUTO PARTS	47.35	1,056.59
103167	10/24/2023	00004582	PARKHOUSE TIRE INC	1010944370	9/19/2023	TIRES FOR CITY VEHICLES	629.69
	Voucher:		1010945728	9/27/2023	TIRES FOR CITY VEHICLES	966.62	1,596.31
103168	10/24/2023	0011294	PARKWOOD LANDSCAPE	105920	8/31/2023	AUG 2023- ANNUAL LANDSCAPE	29,719.00
	Voucher:		105751	7/31/2023	JUL 2023- ANNUAL LANDSCAPE	29,719.00	59,438.00
103169	10/24/2023	00001346	PD: CSULB RESEARCH FOUNDA	3077	9/26/2023	10/5/23- MENTAL HEALTH DECISI	546.00
	Voucher:		3075	9/26/2023	9/21/23- TITLE 15 COURSE - REG	250.00	
			3076	9/26/2023	10/2-4/23- INTERNAL AFFAIRS SE	1,191.00	1,987.00
103170	10/24/2023	0009213	PK: MARTINEZ, GILBERT	OCTOBER 14 202	10/2/2023	DJ SERVICES FOR ARTWALK EV	1,200.00
	Voucher:						1,200.00
103171	10/24/2023	0005405	POLLARDWATER.COM	0246235	9/12/2023	WATER RELATED TOOLS AND EC	881.45
	Voucher:		0243923	9/6/2023	WATER RELATED TOOLS AND EC	304.16	1,185.61
103172	10/24/2023	00000339	POSTMASTER	PERMIT#2280 WII	10/3/2023	PERMIT#2280 TYPE PI MONIES I	5,100.00
	Voucher:						5,100.00
103173	10/24/2023	0009511	PRADO FAMILY SHOOTING RANG	6722	9/24/2023	9/25/23- FIREARMS TRAINING &	425.00
	Voucher:						425.00
103174	10/24/2023	00004055	PROFORCE LAW ENFORCEMENT	528841	9/14/2023	40MM LAUNCHERS	2,049.68
	Voucher:		529299	9/20/2023	AMMUNITION AND EQUIPMENT	2,959.13	5,008.81

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103175	10/24/2023	0011254 PULSIAM	7716	7/20/2023	7/20/23-7/19/24- RENEWAL- RED	1,257.97	1,257.97	
		Voucher:						
103176	10/24/2023	00000416 RAPID-O-PRINT	29129	9/21/2023	PRINTING	132.30		
		Voucher:	29141	9/22/2023	PRINTING	530.30	662.60	
103177	10/24/2023	00004773 RET: ALMANZA, JOSEPH A	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	132.25	132.25	
		Voucher:						
103178	10/24/2023	0008275 RET: AROCHA, FRANCIS X.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,358.28	1,358.28	
		Voucher:						
103179	10/24/2023	00001840 RET: BLASKA, WILLIAM MIKE	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00	
		Voucher:						
103180	10/24/2023	00004776 RET: CARTER, LLOYD B	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00	
		Voucher:						
103181	10/24/2023	00000495 RET: CHAVEZ, ANTHONY A	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	132.25	132.25	
		Voucher:						
103182	10/24/2023	0006505 RET: CORBET, RONALD	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90	
		Voucher:						
103183	10/24/2023	00004777 RET: DAY, ROBERT A	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00	
		Voucher:						
103184	10/24/2023	0008746 RET: DELEON, RUBEN	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00	
		Voucher:						
103185	10/24/2023	0011326 RET: GALVAN, RAY A.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00	
		Voucher:						
103186	10/24/2023	0013282 RET: GARCIA, VIVIAN M.	JUL-SEP 2023 AD	10/10/2023	ADJMNT JULY TO SEPTEMBER 2	450.00		
		Voucher:	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	600.00	
103187	10/24/2023	0006508 RET: GOMEZ, JOSEPH C.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	132.25	132.25	
		Voucher:						
103188	10/24/2023	0006509 RET: HAMMOND, DONNA	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00	
		Voucher:						
103189	10/24/2023	0010881 RET: KOOPMANS, WILLIAM O.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00	
		Voucher:						
103190	10/24/2023	0010410 RET: LEO, FRANK	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00	
		Voucher:						
103191	10/24/2023	00003833 RET: MOOMEY, STEVEN	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	518.00	518.00	
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103192	10/24/2023	00003798	RET: RANGEL, ARMANDO	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
103193	10/24/2023	00000458	RET: SEWELL, ELAINE	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
103194	10/24/2023	00000459	RET: SEWELL, KENNETH R	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
103195	10/24/2023	0007637	RSG, INC	I009912	1/31/2023	EL PASEO PARKING LOT - ADMIN	58.75	58.75
		Voucher:						
103196	10/24/2023	00004821	S & J SUPPLY COMPANY, INC.	S100218423.001	9/26/2023	MISC HARDWARE	1,043.16	1,043.16
		Voucher:						
103197	10/24/2023	00004834	SECURITY SIGNAL DEVICES SYSR-00476192		10/1/2023	10/01/23 TO 12/31/23 BURGLAR A	754.38	
		Voucher:	S-01109728		9/8/2023	REPAIR AND MAINTENANCE NO	189.00	943.38
103198	10/24/2023	0013561	SERGIO'S AUTO UPHOLSTERY	3086	9/9/2023	AUTO UPHOLSTERY	305.39	305.39
		Voucher:						
103199	10/24/2023	0011160	SHARPLINE SOLUTIONS, INC.	2845	9/11/2023	DELINEATION RESTOCK	1,993.53	1,993.53
		Voucher:						
103200	10/24/2023	00004857	SMITH FASTENER COMPANY	0047389	9/21/2023	SPECIALITY HARDWARE	136.49	136.49
		Voucher:						
103201	10/24/2023	0013631	SO CAL LIGHTING PROS	345	8/1/2023	INSTALLATION OF HOLIDAY SKY	6,466.50	6,466.50
		Voucher:						
103202	10/24/2023	0013504	SOUTHEAST COMMUNITY FOUNI000230929		9/29/2023	TUTORING FOR 120 STUDENTS	44,705.64	44,705.64
		Voucher:						
103203	10/24/2023	00004864	SOUTHERN CALIFORNIA EDISON90004318		1/9/2023	RENTER # 0392 FIBER FIBER OP	1,305.48	1,305.48
		Voucher:						
103204	10/24/2023	0008277	SOUTHERN COUNTIES FUELS	2406223-IN	8/29/2023	WATER WELL DRIPPER OIL	1,756.56	1,756.56
		Voucher:						
103205	10/24/2023	0013691	SOUTHWEST PIPELINE AND, TRE1042-03		7/20/2023	SEWER LINING PROJECT PHASE	53,825.57	53,825.57
		Voucher:						
103206	10/24/2023	0009562	SPECIAL SERVICES GROUP, LLC 17591		9/20/2023	9/18/23-9/30/24- ANNUAL COVER	3,924.97	3,924.97
		Voucher:						
103207	10/24/2023	0013538	STACY MEDICAL CENTER	2452-50148	4/21/2023	MEDICAL SERVICES FOR PD DU	470.00	
		Voucher:		2452-50218	5/12/2023	MEDICAL SERVICES FOR PD DU	746.40	
				2452-50079	4/14/2023	MEDICAL SERVICES FOR PD DU	235.00	1,451.40
103208	10/24/2023	00004908	STATUS ONE MEDICAL INC	67797	9/21/2023	RESTOCK FIRST AID SUPPLIES	94.26	94.26
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103209	10/24/2023	0013585	STERICYLE, INC.	8004605257	8/31/2023	AUGUST 2023 SHREDDING OF D	118.49	118.49
		Voucher:						
103210	10/24/2023	00002639	STRADLING YOCCA CARLSON &	400282	9/25/2023	LEGAL SERVICES THROUGH 08/	332.50	332.50
		Voucher:						
103211	10/24/2023	0011201	TELECOM LAW FIRM, P.C.	15876	8/30/2023	THRU 7/12/23 AD HOC SERVICES	223.30	
		Voucher:		15658	7/25/2023	AD HOC SERVICES	63.80	
				15561	7/30/2023	8912 MADISON AVE- 23-1519/CUI	2,523.00	2,810.10
103212	10/24/2023	0014015	TERRA REALTY ADVISORS, INC.	2023-01614	10/1/2023	SVCS TO CONVERT EXISTING AI	1,114.33	1,114.33
		Voucher:						
103213	10/24/2023	0009039	TETRA TECH	52091632	7/5/2023	JUN 2023- PERFORM TECHNICA	97,461.00	97,461.00
		Voucher:						
103214	10/24/2023	0012518	THE HITT COMPANIES	OE-121613	8/15/2023	PRINTING AND STAMPS	31.79	31.79
		Voucher:						
103215	10/24/2023	0008109	THE ORIGINAL GOODIE'S UNIFO	11342	9/7/2023	UNIFORM AND ACCESSORIES	716.24	716.24
		Voucher:						
103216	10/24/2023	0011640	TIREHUB, LLC	37308578	9/27/2023	TIRES PURCHASE	544.94	544.94
		Voucher:						
103217	10/24/2023	0013599	TRENCH SHORING COMPANY	NO.RI20320146	7/31/2023	6/27/23-7/24/23- RENTAL OF PRE	3,236.00	
		Voucher:		NO.RI20310969	6/30/2023	6/27/23-7/24/23- RENTAL OF PRE	3,236.00	6,472.00
103218	10/24/2023	0012020	TRIPEPI, SMITH AND ASSOCIATE	10768	8/31/2023	AUG 2023- STATE OF THE CITY \	6,478.13	6,478.13
		Voucher:						
103219	10/24/2023	00004964	UNDERGROUND SERVICE ALERT	1920230190	10/1/2023	DIG ALERTS	500.00	
		Voucher:		23-240956	10/1/2023	DIG ALERTS	179.69	679.69
103220	10/24/2023	0005750	UNITED INDUSTRIES	229516	9/20/2023	INVENTORY PO/ NITRILE GLOVE	2,009.82	2,009.82
		Voucher:						
103221	10/24/2023	0010265	UNITED PACIFIC SERVICES, INC.	23-0831-5	8/31/2023	PRIORITY 2- TREE MAINTENANC	24,680.00	
		Voucher:		23-0817-1	8/17/2023	8/3-8/16/23- TREE MAINTENANCE	143,985.00	
				23-0831-4	8/31/2023	8/17-8/30/23- TREE MAINTENANC	83,496.25	
				23-0831-6	8/31/2023	PRIORITY 3- TREE MAINTENANC	13,800.00	
				23-0906-1	9/6/2023	8/19-8/23/23- TREE MAINTENANC	43,493.75	309,455.00
103222	10/24/2023	00003928	US BANK TRUST N.A.	788757000- NOV/	11/1/2023	NOV 2023 COSG 2005 PENSION	167,445.70	167,445.70
		Voucher:						
103223	10/24/2023	0012817	UTILITY COST MANAGEMENT LL	25656	9/27/2023	AUG 2023: UTILITY AUDIT SERVI	3,683.82	3,683.82
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103224	10/24/2023	00001848	VERIZON WIRELESS	9942608561	8/21/2023	ACCT# 870804337-00001 JUL-AU	2,650.60	
	Voucher:		9940216721	7/21/2023	ACCT# 870804337-00001 JUN-JU	3,445.29	6,095.89	
103225	10/24/2023	0011258	VIATRON SYSTEMS, INC.	MPJ9036	8/1/2023	07/01/2023 - 06/30/24: ANNUAL M	6,875.00	
	Voucher:						6,875.00	
103226	10/24/2023	00002634	VULCAN MATERIALS COMPANY	73783453	9/22/2023	ASPHALT, BASE, EMULSION PRC	117.59	
	Voucher:		73786415	9/25/2023	ASPHALT, BASE, EMULSION PRC	115.56		
			73783454	9/22/2023	ASPHALT, BASE, EMULSION PRC	116.57	349.72	
103227	10/24/2023	0011064	W.A. RASIC CONSTRUCTION, CO	344624	9/27/2023	AS NEEDED ON CALL SERVICES	13,479.79	
	Voucher:						13,479.79	
103228	10/24/2023	00002593	WAXIE'S SANITARY SUPPLY	81994799	9/22/2023	INVENTORY PO/ JANITORIAL SU	199.84	
	Voucher:		81994919	9/22/2023	JANITORIAL SUPPLIES	1,205.91		
			81993136	9/22/2023	INVENTORY PO/ JANITORIAL SU	299.76	1,705.51	
103229	10/24/2023	0010471	WEBSTER'S BEE'S REMOVAL SR	2216	9/18/2023	5400 MONROE - BEE & WASP RE	285.00	
	Voucher:						285.00	
103230	10/24/2023	0010476	WECK LABORATORIES INC	W3I1828	9/21/2023	WATER QUALITY SAMPLING	200.00	
	Voucher:		W3I1829	9/21/2023	WATER QUALITY SAMPLING	135.00		
			W3I2020	9/22/2023	WATER QUALITY SAMPLING	140.00		
			W3I0445	9/7/2023	WATER QUALITY SAMPLING	135.00		
			W3H2666	8/31/2023	WATER QUALITY SAMPLING	135.00		
			W3I0374	9/7/2023	WATER QUALITY SAMPLING	135.00		
			W3I1416	9/19/2023	WATER QUALITY SAMPLING	250.00		
			W3I1827	9/21/2023	WATER QUALITY SAMPLING	240.00		
			W3I2683	9/28/2023	WATER QUALITY SAMPLING	135.00		
			W3J0109	10/2/2023	WATER QUALITY SAMPLING	135.00	1,640.00	
103231	10/24/2023	00004593	WESTERLY METER SERVICE CO.	17389	8/22/2023	MISC	90.00	
	Voucher:		17400	9/8/2023	MISC	170.00	260.00	
103232	10/24/2023	00000561	WESTERN EXTERMINATOR COM	51120427	9/13/2023	SENIOR CENTER- ANNUAL PES	295.50	
	Voucher:		51120428	9/13/2023	SPORTS CENTER- ANNUAL PES	275.00		
			51122789	9/13/2023	POLICE DEPT- ANNUAL PEST C	227.15		
			51122790	9/13/2023	POLICE DEPT- ANNUAL PEST CC	76.45		
			51124271	9/13/2023	PARK MAINT YARD- ANNUAL PES	56.00		
			51120799	9/13/2023	CIVIC CENTER- ANNUAL PEST C	46.50		
			51120800	9/13/2023	CITY HALL- ANNUAL PEST CON	121.00		
			51122499	9/13/2023	SG AUDITORIUM- ANNUAL PEST	82.50	1,180.10	

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103233	10/24/2023	0012301	WHITTIER FERTILIZER COMPANY	402202	8/2/2023	SOIL MIXES,AMENDMENTS & SP	486.20
	Voucher:		403047	8/31/2023	SOIL MIXES,AMENDMENTS & SP	811.44	
			403411	9/11/2023	SOIL MIXES,AMENDMENTS & SP	518.18	
			402312	8/7/2023	SOIL MIXES,AMENDMENTS & SP	518.18	
			402571	8/15/2023	SOIL MIXES,AMENDMENTS & SP	782.78	3,116.78
103234	10/24/2023	00001280	WILLDAN	00418938	8/18/2023	THRU 7/28/23- SGPD DETECTIVE	1,932.00
	Voucher:		00418805	7/28/2023	JUN 2023- SGPD DETECTIVE BU	19,734.00	21,666.00
103235	10/24/2023	0006745	XTREME AUTOBODY	2961	9/20/2023	AUTO BODY REPAIRS	1,216.48
	Voucher:		2976	9/18/2023	AUTO BODY REPAIRS	185.00	1,401.48
103236	10/24/2023	0013572	Z&K CONSULTANTS, INC	62004R2	9/15/2023	MAY 2023- E. ALAMEDA ST. SIDE	26,347.00
	Voucher:		62005R2	8/22/2023	JUN 2023- E. ALAMEDA ST. SIDE	31,221.00	57,568.00
103237	10/24/2023	00000062	ZIEGLER'S HARDWARE& SUPPLY	2251-9/11/2023	8/31/2023	MISC HARDWARE	7.14
	Voucher:		2286	9/11/2023	MISC HARDWARE	16.53	
			2232	8/29/2023	MISC HARDWARE	111.30	
			2246	8/30/2023	MISC HARDWARE	26.44	
			2098	8/5/2023	MISC HARDWARE	21.99	
			2263	9/5/2023	MISC HARDWARE	47.40	
			2289	9/12/2023	MISC HARDWARE	57.44	288.24

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
20890952	9/20/2023	00004266	U.S. BANK CORPORATE PAYMEN				
		0009469	ADOBE SYSTEMS, INC	2521694265	8/7/2023	ADOBE CREATIVE CLOUD	52.99
		0012606	AMAZON CAPITAL SERVICES, INC	114-8953478-9183	7/27/2023	EPSON INK CARTRIDGE	167.60
		0005368	PRINTCO DIRECT	85453	8/8/2023	BRACKETS FOR EVENT BANNER	2,284.38
		0005588	HOLLYWOOD FOREVER CEMETEMA8J4W82W		8/4/2023	EXCURSION ADMISSIONS	1,162.96
		0005368	PRINTCO DIRECT	85464	8/25/2023	HALLOWEEN EVENT BANNERS	2,540.25
		0005347	AMAZON.COM	111-8478527-5884	7/25/2023	AQUATICS PROGRAM SUPPLIES	93.70
		0009649	AT&T	AUG 2023	8/20/2023	INTERNET AZALEA CMTY ROOM	140.19
		0008045	PD: CLEARS INC.	3995446	7/24/2023	NOV. 6-10, 2023 - CALIFORNIA LA	550.00
		00000415	NATIONAL CONSTRUCTION REN	7033640	7/24/2023	13050 PARAMOUNT BLVD INV	269.28
		0005347	AMAZON.COM	112-9851340-2300	7/17/2023	TEEN EVENT SUPPLIES	855.19
		0005347	AMAZON.COM	111-1466579-4725	7/31/2023	TEEN EVENT SUPPLIES	22.02
		00000268	HOME DEPOT CREDIT SERVICES#WM43540669		8/15/2023	WATER PUMP & GENERATOR F	6,932.75
		00005166	CALPERS EDUCATIONAL FORUM6NNJ9D24HQR		8/3/2023	CALPERS ED FORUM 2023 REGI	499.00
		0012980	CHARTER COMMUNICATIONS	120508901070723	7/7/2023	7/07/23-08/06/23 SPECTRUM SUE	557.96
		0008734	METRO EXPRESSLANES	1202027105765	7/28/2023	TOLL CHARGES	15.30
		00001283	HODGE PRODUCTS, INC.	12396	8/4/2023	HOCKEY PUCK LOCKS	999.86
		0005347	AMAZON.COM	111-6798846-0551	7/31/2023	10 PACK 32GB USB DRIVE	63.48
		0014154	QUICKSHIPKEYS.COM	21786QSK	8/2/2023	OFFICE CABINET REPLACREME	20.35
		00003586	AACE-AMERICA ASSOCIATION C	300007962	7/24/2023	AMERICAN ASSOCIATION OF CC	75.00
		0005368	PRINTCO DIRECT	85427	7/20/2023	POST CARDS FOR ART FESTIVA	185.22
		0012596	ZOOM.US	INV213004563	8/1/2023	ZOOM MONTHLY CLOUD RECOF	40.00
		0011344	SENDFLOWERS	103473480	8/1/2023	CONDOLENCE FLOWERS FOR A	93.04
		00000503	CSMFO	5163719	8/16/2023	INTERMEDIATE GOV. ACCOUNTI	200.00
		00001414	OFFICE DEPOT	051932	7/24/2023	FLASH DRIVES FOR CCTV BACK	285.97
		0007198	SUPER A FOODS	016358	7/25/2023	WATER BOTTLES FOR INMATES	28.74
		0005371	MARRIOTT HOTELS	086802	7/31/2023	LODGING- NAPOA CONFERENCE	685.86
		0014100	PATRIOT PARTY RENTALS, INC	206	8/3/2023	INFLATABLES FOR FUN RUN EVI	1,998.78
		0014100	PATRIOT PARTY RENTALS, INC	181	8/1/2023	JUMPERS FOR CENTENIAL EVEI	895.78
		0014156	XP GAMING SOLUTIONS LLC, DB	7204776	7/27/2023	LASER TAG FOR CENTENNIAL E	1,085.62
		0014168	UBER EATS	UBER EATS 7/25	7/25/2023	COUNCIL MEETING DINNER FOF	214.86
		0008109	THE ORIGINAL GOODIE'S UNIFO	10912	8/15/2023	SUPPLIES FOR PROMOTIONAL C	98.73
							23,114.86

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
20890952	9/20/2023	00004266	U.S. BANK CORPORATE PAYMEN				
		0005295	WALMART	2000111-5268135	8/17/2023	COMMERCIAL ICE MACHINE - W	330.74
		0005347	AMAZON.COM	111-0179561-2420	8/2/2023	50-PK ETHERNET DUST COVER	22.02
		0005347	AMAZON.COM	111-6466426-5489	8/9/2023	RADEON RX 550 LP GRAPHICS C	136.15
		0008513	EBAY	13-10368-34344	8/3/2023	REPLACEMENT LUG NUTS - UNI	27.51
		00003963	RESOURCE BUILDING MATERIAL	18205270	8/17/2023	HOLLYDALE LANDSCAPE PROJE	693.00
		0012205	SOUTH COAST SHINGLE CO., IN	797670	8/17/2023	HOLLYDALE LANDSCAPE PROJE	1,026.77
		0005347	AMAZON.COM	113-4946970-0204	8/17/2023	REPLACEMENT - STAFF CELL PH	66.12
		0008513	EBAY	21-10363-69534	8/3/2023	REPLACEMENT WHEELS - UNIT	545.74
		00001522	WHITE CAP CONSTRUCTION SUP	54363214	8/8/2023	PARK SUPPLIES	105.03
		0005293	MICHAELS	024896	8/15/2023	PICTURE FRAMES FOR PARK BL	84.82
		0014128	GASTELUM STEEL, INC.	2675	8/15/2023	AUDITORIUM TABLE CART REPA	207.00
		0011134	TOM'S JR	6348	8/20/2023	CITY EMERGENCY FOOD FOR E	183.63
		0005347	AMAZON.COM	113-1716985-3687	8/15/2023	PLANT FERTILIZER - AUD	140.64
		0012441	YAYA CREATIONS, INC	4104653TCF	8/2/2023	TABLECLOTHS FOR CENTENIAL	94.15
		0012474	THE HOME DEPOT DEPOT PRO	0201612	8/20/2023	STORM - EMERGENCY SUPPLYS	773.17
		0009469	ADOBE SYSTEMS, INC	2522659756	8/8/2023	ADOBE CREATIVE CLOUD (ADOE	-52.99
		0009469	ADOBE SYSTEMS, INC	2522659757	8/8/2023	ADOBE CREATIVE CLOUD (ADOE	-52.99
		0009469	ADOBE SYSTEMS, INC	2522659758	8/8/2023	CREATIVE CLOUD (ADOBE CREI	-15.56
		0009838	MISAC	300005010	8/16/2023	MUNICIPAL INFORMATION SYST	130.00
		00004854	SMART & FINAL	033968	7/27/2023	REFRESHMENTS FOR CENTENI	90.41
		0014115	BALLUSIONIST AMY'S PLAYGROL	2381	8/1/2023	ANIMAL BALLOONS FOR CENTE	469.35
		0014157	MAGIC JUMP RENTALS, INC	375088	8/1/2023	DUNK TANK FOR CENTENIAL EV	553.80
		0014085	MARINA AGUILERA	85P62918H17538	7/31/2023	FACE PAINTING FOR CENTENIAL	510.51
		0005295	WALMART	321300854474	8/1/2023	SUPPLIES FOR CENTENIAL EVE	47.19
		0012257	THE OLIVE RESTOBAR	037259	8/9/2023	LUNCH (CAPTAIN INTERVIEW PA	202.15
		0006108	STARBUCKS COFFEE	091973	8/9/2023	GIFT CARDS FOR PANELIST FOF	75.00
		0008993	LUCILLE'S SMOKEHOUSE BBQ	205687967253463	8/20/2023	MEAL FOR STAFF DURING HURF	730.12
		0012859	EASY BADGES	31018	8/17/2023	ID CARD PRINTER SYSTEM FOR	1,899.90
		0010353	WOMEN LEADING GOVERNMENT	INPCHARGE_6B7	8/17/2023	WLG MASTER CLASS REGISTRA	150.00
		0005730	EL MIXTECA	046703	8/20/2023	MEAL FOR EMERGENCY RESPO	236.73
		0008459	DOMINO'S PIZZA LLC	#2579	8/20/2023	MEAL FOR EMERGENCY RESPO	135.48
		00000268	HOME DEPOT CREDIT SERVICES	H6627-396245	8/20/2023	SAND FOR HURRICANE HILARY	164.84
		00000268	HOME DEPOT CREDIT SERVICES	H6627-396246	8/20/2023	SAND FOR HURRICANE HILARY	395.60
		0013960	MEZCALA NURSEY INC	2068	7/31/2023	NATIONAL NIGHT OUT - WATER C	88.20

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
00000862		CA-NV SECTION AWWA	WES 2023	8/16/2023	WES SEMINAR - D. DY	200.00	
0005650		GO TO MEETING.COM	351333742	8/15/2023	WEB CONFERENCE - PLAN REN	351.00	
0008513		EBAY	22-10267-78364 R	7/13/2023	RETURN OF DIESEL CONTROL F	-220.41	
0005622		CLARK SEIF CLARK, INC.	R229211042219	8/17/2023	LEAD PAINT TESTING	1,192.00	
0013157		STREET COP TRANING	#129664	8/14/2023	AUG. 31, 2023 - THE ANATOMY O	498.00	
0014005		FRANCIS HARDIMAN	#7450337569	8/16/2023	SEPT. 19, 2023 - THE PATROL SE	135.23	
0012464		CALIFORNIA CRIME PREVENTION	SEPTEMBER 18-2	8/16/2023	SEPT. 18-21, 2023 - CALIFORNIA	375.00	
0007082		CCUG SEMINAR REGISTRATION	2023000489CCUG	8/16/2023	SEPT. 12-15, 2023 - CALIFORNIA	900.00	
0005544		CALIFORNIA GANG INVESTIGATC	012761	8/17/2023	JULY 11-14, 2023 - CALIFORNIA C	25.00	
0005347		AMAZON.COM	1110123875-39218	8/15/2023	REFUND TG3 KEYBOARD	-189.34	
0005347		AMAZON.COM	111-3457684-1777	8/9/2023	4-PORT USB 3.0 DATA HUB	41.31	
0008484		TALAVERA, ALFREDO	016587	8/2/2023	FOOD FOR CENTENNIAL NATION	2,000.00	
0009141		THE WEBSTAUANT STORE	88476835	8/2/2023	FOLDING TABLES FOR CENTENI	644.98	
00002756		NALEO INC.	NQN24Q32BVH-R	7/11/2023	REFUND- NALEO CONFERENCE	-600.00	
0014169		META	GWSD5B5W2	8/14/2023	ADVERTISING TWEEDY MILE BIC	2.00	
0014169		META	KS2JRSX4W2	8/14/2023	ADVERTISING TWEEDY MILE BIC	0.29	
0014169		META	2MD4FS75W2	8/14/2023	ADVERTISING TWEEDY MILE BIC	2.00	
0014169		META	DU3Q2TT5W2	8/14/2023	ADVERTISING TWEEDY MILE BIC	0.66	
0014169		META	6V8UHs36W2	8/14/2023	ADVERTISING TWEEDY MILE BIC	2.00	
0005347		AMAZON.COM	111-7868361-5664	8/15/2023	DUAL MONITOR STAND	55.11	
0005347		AMAZON.COM	111-8151542-0648	8/15/2023	BELT CLIP FOR MOTOROLA MICI	50.99	
0005347		AMAZON.COM	111-2313205-0098	8/15/2023	PLATRONICS HW710 HEADSET	511.45	
0005347		AMAZON.COM	111-3392684-4268	8/16/2023	30FT FLAT CAT8 CABLE	19.16	
0005347		AMAZON.COM	111-8093064-6415	8/16/2023	360 DEG FLAT ROTATING EXTEN	40.78	
0009838		MISAC	300005012	8/16/2023	PD MISAC MEMBERSHIP	130.00	
0005347		AMAZON.COM	111-5003448-3259	8/17/2023	6-OUTLET EXTENDER	21.68	
0005347		AMAZON.COM	111-4742669-1481	8/17/2023	15-FT FLAT CAT6 CABLES	34.76	
0007198		SUPER A FOODS	008020	8/8/2023	CAPTAIN ORAL INTERVIEWS	28.93	
0009420		SPARKLETTS	16963364 081723	8/17/2023	NC DS SERVICES STANDARD CC	57.63	
0005368		PRINTCO DIRECT	85426	7/20/2023	FEATHER FLAG FOR MUSEUM	174.20	
0005368		PRINTCO DIRECT	85423	7/25/2023	ART LABEL FOR ART FESTIVAL E	97.02	
0005292		TARGET	320839910646932	7/27/2023	SPECIAL EVENT SUPPLIES	21.47	
0005347		AMAZON.COM	111-9175177-6991	7/27/2023	ART GALLERY SUPPLIES	97.00	
00003586		AACE-AMERICA ASSOCIATION C	200026070	7/26/2023	AMERICAN ASSOCIATION OF CC	54.00	
0005347		AMAZON.COM	111-2431276-9535	7/27/2023	ART GALLERY SUPPLIES	19.77	

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		00002063 CACEO	INV. 200002451	7/29/2023	CALIFORNIA ASSOCIATION OF C	-25.00	
		00002063 CACEO	200025234	5/16/2023	CALIFORNIA ASSOCIATION OF C	600.00	
		00002063 CACEO	200025711	6/27/2023	CALIFORNIA ASSOCIATION OF C	200.00	
		00002063 CACEO	200025710	6/27/2023	CALIFORNIA ASSOCIATION OF C	200.00	
		00002063 CACEO	200025709	6/27/2023	CALIFORNIA ASSOCIATION OF C	200.00	
		00002063 CACEO	200026387	8/15/2023	CALIFORNIA ASSOCIATION OF C	210.00	
		0005347 AMAZON.COM	113-7033903-6910	8/7/2023	TREE STRAPS - PLANT TRAINING	46.91	
		0005295 WALMART	2000110-9350801	8/16/2023	PORTABLE A/C UNIT SPORT CEN	461.95	
		0005347 AMAZON.COM	114-9267270-3017	8/9/2023	FLUID MIXER - SHUT OFF VALVE	108.26	
		0005347 AMAZON.COM	113-3833825-4991	8/10/2023	BLEND FERTILIZER - URBAN OR	50.42	
		0008513 EBAY	01-10419-72197	8/14/2023	REPLACEMENT LUG NUTS - UNI	55.07	
		0005347 AMAZON.COM	111-6537249-0344	7/31/2023	PLATONICS HW710 HEADSET	306.84	
		0005347 AMAZON.COM	111-5510204-3291	7/31/2023	10 PACK 64GB USB DRIVE	78.68	
		0005347 AMAZON.COM	111-0123875-3921	8/1/2023	TG3 KEYBOARD	195.90	
		0005347 AMAZON.COM	111-9579405-6032	8/3/2023	SAFE-T BATHTUB DECALS	15.42	
		00003963 RESOURCE BUILDING MATERIAL	18204470	8/17/2023	HOLLYDALE LANDSCAPE PROJE	198.00	
		0005482 GOOGLE	7/1-7/31 GOOGLE	7/31/2023	GOOGLE CLOUD USED TO CRE/	363.65	
		00004195 CCCA	3869	8/7/2023	9/08/23-9/10/23 CCCA FALL EDUC	725.00	
		0010009 CATALINA LANDING	224962519	9/6/2023	9/06/23-9/07/23 ATWATER HOTEL	380.34	
		0007003 CATALINA CHANNEL EXPRESS	G043726	9/6/2023	9/6-9/7/2023 TRANSPORTATION 1	76.50	
		00005166 CALPERS EDUCATIONAL FORUM	89N7392SXNW	8/3/2023	CALPERS ED FORUM 2023 REGI	499.00	
		00005063 CMTA	300003512	8/10/2023	MEMBERSHIP FOR WENDY O'KI	95.00	
		00004854 SMART & FINAL	073928	8/20/2023	BEVERAGES FOR EMERGENCY	67.14	
		0014189 HOTEL INDIGO	20168617	8/7/2023	BROWNFIELD CONF MICHIGAN	231.66	
		0012474 THE HOME DEPOT DEPOT PRO	7541924	8/3/2023	FITNESS PROGRAM SUPPLIES	10.44	
		0005347 AMAZON.COM	111-7934271-9946	8/7/2023	FITNESS PROGRAM SUPPLIES	440.76	
		0008451 COSTCO.COM	099418	8/7/2023	FITNESS PROGRAM SUPPLIES	94.16	
		0010635 AAI-ISMA	28147	8/8/2023	PERSONAL TRAINER CERTIFIC/	99.00	
		0010635 AAI-ISMA	28148	8/8/2023	PERSONAL TRAINER CERTIFICA	99.00	
		0005368 PRINTCO DIRECT	85441	8/8/2023	TEEN GLOW MARKETING	295.69	
		0014186 UNRL.CO	155541	8/17/2023	S. CAMPOS UNIFORM BOTTOMS	236.00	
		0005601 DOUBLETREE HOTELS	87689812	7/23/2023	JULY 24-26, 2023 - SUPERVISOR	396.90	
		0007923 PD: DEPT.OF ALCOHOLIC BEVER	76203822	8/2/2023	AUG. 8-10. 2023 - ALCOHOL BEV	325.00	
		0007923 PD: DEPT.OF ALCOHOLIC BEVER	76206680	8/2/2023	AUG. 8-10, 2023 - ALCOHOL BEV	325.00	
		0014125 CALPERS EVENT	2WNTMMMWWZL	8/3/2023	AUG. 21-22, 2023 - PATHWAYS FC	-249.00	

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0005723	SOUTHWEST AIRLINES	3UO6OP	8/2/2023	AUG. 8-10, 2023 - ALCOHOL BEVI	805.92
		0013157	STREET COP TRANING	#128647	8/7/2023	AUG. 31, 2023 - THE ANATOMY O	249.00
		0005303	FULLER ENGINEERING INC	FULLER ENG 6/18	6/19/2023	PURCHASE OF CHEMICALS FOR	388.99
		00000170	MISC - PKS & REC REFUND	PC-ALPHA	9/12/2023	CREDIT FOR FRAUD CHARGE	-2.00
		00004854	SMART & FINAL	063585	7/31/2023	SENIOR SERVICES SUPPLIES	49.07
		0013862	JUMP FOR FUN	JUMP FOR FUN 8	8/1/2023	SPECIAL EVENT JUMPERS	630.00
		00000050	WILD RIVERS	64c9f84ce1d6bd5c	8/1/2023	PRESCHOOL EXCURSION PARKI	20.00
		0014187	FAMILY VIOLENCE AND SEXUAL	MQNZV9JXR3R	7/25/2023	AUGUST 27-30, 2023 - INTERNAT	630.00
		0006537	EXPEDIA	72616480648635	7/25/2023	JULY 31 - AUG. 1, 2023 - STANDA	393.90
		0006537	EXPEDIA	72616480648635	7/30/2023	JULY 31 - AUG. 1, 2023 - STANDA	-393.90
		0014125	CALPERS EVENT	PWC22-072023-2	7/26/2023	AUGUST 21-22, 2023 - PATHWAY:	99.00
		0005347	AMAZON.COM	114-1546708-2138	8/16/2023	COPY HOLDER	63.30
		0005347	AMAZON.COM	114-2206799-0115	8/8/2023	BUSINESS PORTFOLIO FOR PAF	45.28
		0005347	AMAZON.COM	111-0955415-4647	7/25/2023	AQUATICS PROGRAM SUPPLIES	282.99
		0005368	PRINTCO DIRECT	85403	7/26/2023	FUN RUN MARKETING	104.74
		0005347	AMAZON.COM	111-6774024-6859	7/25/2023	AQUATICS PROGRAM SUPPLIES	33.02
		0012474	THE HOME DEPOT DEPOT PRO	5534066	7/26/2023	FITNESS PROGRAM SUPPLIES	31.25
		00001414	OFFICE DEPOT	325194669-001	7/28/2023	AQUATICS PROGRAM MARKETI	242.50
		00001414	OFFICE DEPOT	325110610-001	7/28/2023	AQUATICS PROGRAM MARKETIN	128.68
		0010530	DICK'S SPORTING GOODS	20099352358	8/3/2023	J. FERNEAU UNIFORM BOTTOM	246.93
		0005295	WALMART	022170	8/3/2023	BIGGEST LOSER PRIZES	77.04
		0012474	THE HOME DEPOT DEPOT PRO	7028509	8/3/2023	ADULT SPORTS EQUIPMENT	260.54
		0005347	AMAZON.COM	111-9992070-3784	8/3/2023	CULTURAL ARTS SUPPLIES	132.28
		0005368	PRINTCO DIRECT	MQ0186737863	8/23/2023	CULTURAL ARTS SUPPLIES	286.65
		0005293	MICHAELS	840010895861023	8/9/2023	CULTURAL ARTS SUPPLIES	107.43
		0005723	SOUTHWEST AIRLINES	3JDXZB	7/31/2023	BROWNFIELD CONFERENCE MI	667.95
		00001105	ICMA	7609-1 8/23	8/3/2023	BROWNFIELD CONFERENCE- MI	200.00
		0009209	THE HABIT	01-1006	8/20/2023	HURRICANE HILLARY SHELTER	59.66
		0008906	DOLLAR TREE	021186	8/21/2023	GOLF COURSE SUPPLIES	5.51
		0005295	WALMART	322000412619	8/8/2023	YOUTH PROGRAM SUPPLIE	25.67
		0005347	AMAZON.COM	111-1766642-5929	8/3/2023	CULTURAL ARTS SUPPLIES	132.26
		0013862	JUMP FOR FUN	JUMP FOR FUN 8	8/14/2023	SPECIAL EVENT SUPPLIES	41.67
		0005293	MICHAELS	049554	8/17/2023	YOUTH PROGRAM SUPPLIES	28.68
		00001414	OFFICE DEPOT	327197613-1	8/16/2023	OFFICE SUPPLIES	44.52
		00001414	OFFICE DEPOT	327197613-001	8/16/2023	OFFICE SUPPLIES	13.22

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
		0007576 TOM'S BURGER	#2640709-1	8/20/2023	HURRICANE HILLARY SHELTER	88.66		
		0008906 DOLLAR TREE	017457	8/17/2023	GOLF COURSE SUPPLIES	13.69		
		0005294 WALGREENS	0567-2710	8/17/2023	YOUTH PROGRAM SUPPLIES	11.66		
		0012606 AMAZON CAPITAL SERVICES,INC	114-7736794-2263	7/27/2023	EPSON INK CARTRIDGE	177.24		
		0005292 TARGET	035945	8/17/2023	GOLF COURSE CONCESSIONS	26.58		
		0008451 COSTCO.COM	025696	8/15/2023	SENIOR SERVICES SUPPLIES	15.78		
		00004854 SMART & FINAL	020569	8/16/2023	GOLF COURSE CONCESSIONS	47.97		
		0008451 COSTCO.COM	044474	8/16/2023	GOLF COURSE CONCESSIONS	173.86		
		00000050 WILD RIVERS	2023-0273-8/16	8/16/2023	YOUTH PROGRAM EXCURSION	960.00		
		00000050 WILD RIVERS	2023-0273-1	8/16/2023	YOUTH PROGRAM EXCURSION	960.00		
		0009209 THE HABIT	122	8/20/2023	HURRICANE HILLARY SHELTER	156.95		
		0005347 AMAZON.COM	114-5604149-6097	7/27/2023	COPY PAPER HOLDER	27.21		
		0005347 AMAZON.COM	112-6756017-8102	7/26/2023	TEEN EVENT SUPPLIES	834.26		
		0005347 AMAZON.COM	111-8214454-2550	7/27/2023	ART GALLERY SUPPLIES	302.29	34,309.49	
Sub total for BANK OF THE WEST:						2,284,551.77		
253 checks and 1 wire transfer in this report.						Grand Total All Checks and Wire Transfers:	2,284,551.77	

WARRANT REGISTER FOR COUNCIL MEETING 10/24/2023

PART V

apChkLst
10/16/2023 2:16:23PM

Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2587	9/14/2023	00004708	PERS HEALTH PLAN	Ben320594	9/14/2023	MEDICAL HMO ANTHEM SELECT	437,840.86	437,840.86
		Voucher:						
2602	10/12/2023	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben321794	10/12/2023	SEIU DUES: PAYMENT	2,929.90	2,929.90
		Voucher:						
2603	10/12/2023	00002370	INTERNAL REVENUE SERVICE	Ben321796	10/12/2023	MEDICARE: PAYMENT	196,768.57	196,768.57
		Voucher:						
2606	10/12/2023	00001186	EMPLOYMENT DEVELOPMENT D	Ben321802	10/12/2023	SDI: PAYMENT	68,624.24	68,624.24
		Voucher:						
2607	10/12/2023	00000004	NATIONWIDE RETIREMENT SOL	Ben321804	10/12/2023	DEF COMP NATIONWIDE: PAYME	69,109.08	69,109.08
		Voucher:						
2608	10/12/2023	00004996	SEIU-COPE LOCAL 721, LA/OC C	Ben321806	10/12/2023	SEIU- COPE LOCAL 721 DEDUCT	41.00	41.00
		Voucher:						
2609	10/12/2023	00000437	AFLAC	Ben321808	10/12/2023	AMERICAN FAMILY LIFE INS.: PA	530.86	530.86
		Voucher:						
2610	10/12/2023	00004988	CHILD SUPPORT ON-LINE, STATE	Ben321810	10/12/2023	CHILD SUPPORT-ONLINE: PAYMI	1,166.99	1,166.99
		Voucher:						
2611	10/12/2023	0009920	OCSE CLEARINGHOUSE SDU	Ben321812	10/12/2023	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher:						

Sub total for BANK OF THE WEST: 777,335.50

9 wire transfers in this report.

Grand Total All Checks and Wire Transfers : 777,335.50

WARRANT REGISTER FOR COUNCIL MEETING 10/24/2023

PART VI

apChkLst
10/16/2023 11:20:17AM

Final Check List
CITY OF SOUTH GATE

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Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
3062	10/24/2023	0012466	RET: ADAMS, PAUL L.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,299.14	1,299.14
		Voucher:						
3063	10/24/2023	0005570	RET: ALONZO, ANTHONY	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	689.04	689.04
		Voucher:						
3064	10/24/2023	0012843	RET: AUSTIN, BYRON A.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,209.74	1,209.74
		Voucher:						
3065	10/24/2023	0005813	RET: AVILA, VINCENT	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,361.42	1,361.42
		Voucher:						
3066	10/24/2023	0013775	RET: AVILES, OMAR ADOLFO	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	300.00	300.00
		Voucher:						
3067	10/24/2023	0012982	RET: BONILLA CLAYTON, YADIRA	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3068	10/24/2023	00001265	RET: BRASSFIELD, CHARLES R	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00
		Voucher:						
3069	10/24/2023	0006324	RET: BURBACH, MAUREEN	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3070	10/24/2023	0012844	RET: CAMACHO, EDWARD	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90
		Voucher:						
3071	10/24/2023	00000817	RET: CHRIST, DOUGLAS F	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00
		Voucher:						
3072	10/24/2023	00003408	RET: DAMRON, ROGER V	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00
		Voucher:						
3073	10/24/2023	0013163	RET: DAVIS, RANDALL JOHN	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,196.68	1,196.68
		Voucher:						
3074	10/24/2023	00001776	RET: EADE, JOANN	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	132.25	132.25
		Voucher:						
3075	10/24/2023	00003973	RET: EADS, KENNETH P.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	689.04	689.04
		Voucher:						
3076	10/24/2023	00003853	RET: FANNIN, ZONA	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	148.68	148.68
		Voucher:						
3077	10/24/2023	0008820	RET: FERNANDEZ, CARLOS	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90
		Voucher:						
3078	10/24/2023	00004403	RET: FIELD, GARY	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						

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Bank : efbotw BANK OF THE WEST EFT			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
3079	10/24/2023	0006507	RET: FIGUEROA, GLORIA A.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3080	10/24/2023	0013564	RET: FLAD, MICHAEL	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,339.68	1,339.68
		Voucher:						
3081	10/24/2023	00000605	RET: FORRESTER, BOB L	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00
		Voucher:						
3082	10/24/2023	0005355	RET: GALBREATH, RUSSELL	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	269.02	269.02
		Voucher:						
3083	10/24/2023	0011186	RET: GAMBOA, OSCAR	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3084	10/24/2023	00000496	RET: GEORGE, RONALD P	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00
		Voucher:						
3085	10/24/2023	0013121	RET: GONZALES, LORETTA	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3086	10/24/2023	00003940	RET: GONZALEZ, HIRAM	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3087	10/24/2023	0006328	RET: GUTIERREZ, MANUEL	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90
		Voucher:						
3088	10/24/2023	0006510	RET: HERNANDEZ, MARIA	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	132.25	132.25
		Voucher:						
3089	10/24/2023	0006329	RET: HOMSHER, HUGH	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,325.58	1,325.58
		Voucher:						
3090	10/24/2023	0013216	RET: HUFFMAN, EDWARD RAYM	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90
		Voucher:						
3091	10/24/2023	0012845	RET: HUGAR L., JAMES	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90
		Voucher:						
3092	10/24/2023	00004784	RET: HUNTRODS, RICHARD F	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	239.00	239.00
		Voucher:						
3093	10/24/2023	0009521	RET: HUPP, KEITH	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90
		Voucher:						
3094	10/24/2023	0008058	RET: INMAN, RONALD	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90
		Voucher:						
3095	10/24/2023	00004785	RET: IRISH, TERRY F	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00
		Voucher:						

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3096	10/24/2023	0011110	RET: JOHNSON, GERALD	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3097	10/24/2023	00004787	RET: KENNEDY, GARY E	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00
		Voucher:						
3098	10/24/2023	0005356	RET: KEY, ANDREW	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,272.92	1,272.92
		Voucher:						
3099	10/24/2023	0011111	RET: KOOMEN, SHERI L.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3100	10/24/2023	0009946	RET: LEFEVER, STEVEN A.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	200.00	200.00
		Voucher:						
3101	10/24/2023	00004789	RET: LILLEY, RAYMOND E	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00
		Voucher:						
3102	10/24/2023	0012707	RET: LLOYD, BRUCE W.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3103	10/24/2023	0012927	RET: LONG, PENG	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3104	10/24/2023	0005633	RET: LOPEZ, ALFONSO	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	590.37	590.37
		Voucher:						
3105	10/24/2023	0006511	RET: LOPEZ, RAMON A.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	148.68	148.68
		Voucher:						
3106	10/24/2023	0009453	RET: LOPEZ, VERONICA	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3107	10/24/2023	0013398	RET: MARIN, SANDRA	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3108	10/24/2023	0007656	RET: MATSUKIYO, DAVID	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,324.82	1,324.82
		Voucher:						
3109	10/24/2023	0013777	RET: MONTANEZ JR., ABELINO	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	300.00	300.00
		Voucher:						
3110	10/24/2023	00003328	RET: MOSBY, DOROTHEA S	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	132.25	132.25
		Voucher:						
3111	10/24/2023	0011895	RET: MUNOZ, ALFREDO	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90
		Voucher:						
3112	10/24/2023	00003239	RET: NASSAR, SAMI R	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	200.00	200.00
		Voucher:						

Bank : efbotw BANK OF THE WEST EFT			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
3113	10/24/2023	0012468	RET: ORTIZ, JULIAN	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	603.64	603.64
		Voucher:						
3114	10/24/2023	0012467	RET: PATINO, IGNACIO M.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90
		Voucher:						
3115	10/24/2023	0011522	RET: PELLERIN, ROBERT	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90
		Voucher:						
3116	10/24/2023	00005237	RET: PEREZ, SUSAN	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	132.25	132.25
		Voucher:						
3117	10/24/2023	0010733	RET: PIXLER, DAVID	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,261.61	1,261.61
		Voucher:						
3118	10/24/2023	00004794	RET: POWELL, ROBERT K.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00
		Voucher:						
3119	10/24/2023	0006326	RET: RAMIREZ, VIRGINIA	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	132.25	132.25
		Voucher:						
3120	10/24/2023	0006327	RET: RASCO, ANGELA	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3121	10/24/2023	0011967	RET: RIVERA, FRANK J.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	605.21	605.21
		Voucher:						
3122	10/24/2023	0011978	RET: RIVERA, HANNAH TELLEZ-COCT 2023		10/10/2023	OCTOBER 2023- RETIREE MEDIC	605.21	605.21
		Voucher:						
3123	10/24/2023	0012837	RET: RODRIGUEZ, ANNA	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	132.25	132.25
		Voucher:						
3124	10/24/2023	0012682	RET: RUIZ, NELLIE	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3125	10/24/2023	0011112	RET: SALDIVAR, MARIO M.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90
		Voucher:						
3126	10/24/2023	0013274	RET: SAUCEDO NEVAREZ, LUIS MOCT 2023		10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3127	10/24/2023	0009865	RET: SCHRADER, GEORGE R.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,217.00	1,217.00
		Voucher:						
3128	10/24/2023	0011521	RET: SCOTT, DAVID	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90
		Voucher:						
3129	10/24/2023	0013273	RET: SEKIYA, JONATHAN M	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,367.90	1,367.90
		Voucher:						

Bank : efbotw BANK OF THE WEST EFT			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
3130	10/24/2023	0006513	RET: SHETTER, RANDOLPH M.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3131	10/24/2023	00000869	RET: SMITH, CHARLES R	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00
		Voucher:						
3132	10/24/2023	00004796	RET: SPEELMAN, PATRICIA L	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00
		Voucher:						
3133	10/24/2023	00002147	RET: SPROWLS, KENNETH C	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00
		Voucher:						
3134	10/24/2023	0008313	RET: SULLIVAN, DARREN	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,272.92	1,272.92
		Voucher:						
3135	10/24/2023	0006512	RET: TATTI, WILLIAM P.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3136	10/24/2023	0012960	RET: TAYLOR, TOM C.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3137	10/24/2023	0005357	RET: TODD, ROBERT M.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	521.58	521.58
		Voucher:						
3138	10/24/2023	0012959	RET: TREJO, RAMONA M	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	150.00	150.00
		Voucher:						
3139	10/24/2023	00003573	RET: VAN LIEROP, MARTIN G	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	269.02	269.02
		Voucher:						
3140	10/24/2023	0013776	RET: VARGAS, ALEX J.	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	300.00	300.00
		Voucher:						
3141	10/24/2023	00003959	RET: WADE, RICHARD	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	269.02	269.02
		Voucher:						
3142	10/24/2023	0007655	RET: WELLS, GREGORY	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	603.64	603.64
		Voucher:						
3143	10/24/2023	00004379	RET: WHALEN, HARVEY	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	148.68	148.68
		Voucher:						
3144	10/24/2023	00000498	RET: WILLIAMS, GALE M	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	250.00	250.00
		Voucher:						
3145	10/24/2023	0008821	RET: WILLIAMS, TIMOTHY	OCT 2023	10/10/2023	OCTOBER 2023- RETIREE MEDIC	1,361.42	1,361.42
		Voucher:						
Sub total for BANK OF THE WEST EFT:							47,968.96	
84 EFTs in this report.							Grand Total All EFTs:	47,968.96

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 10/24/2023**


TOTAL PART I - PREPAID CHECKS (10/4/2023)	37,706.23
TOTAL PART II - PAYROLL-RELATED CHECKS	58,273.61
TOTAL PART III - PREPAID CHECKS (10/11/2023)	1,772,509.70
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS	2,284,551.77
TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS	777,335.50
TOTAL PART VI - ACCOUNTS PAYABLE EFTs	47,968.96
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SUB - TOTAL	4,978,345.77
LESS: VOIDS	(945.73)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(332,554.92)
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GRAND TOTAL	4,644,845.12
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SOUTH GATE CITY COUNCIL WARRANT APPROVAL AND CANCELLATION

Warrant Number **103029** to Warrant Number **103237** inclusive, plus WireTransfers and EFTs totaling **\$4,644,845.12** as listed on the accompanying Accounts Payable Warrant Register of **OCTOBER 24 2023** are approved as presented, with the exception of the following voided and replacement warrants:

Check Number	Vendor	Check Date	Amount	Reason for Void or Replacement
98562	SWEET HEAT TREATS	10/11/2022	\$ 143.74	STALE DATED
99392	PRECIADO, BELINDA	12/22/2022	\$ 124.57	STALE DATED
99770	AVILES, PABLO	2/14/2023	\$ 148.75	STALE DATED
99780	CARRASQUILLO, SANDRA	2/14/2023	\$ 136.96	STALE DATED
99799	ESCAJEDA, MARTHA	2/14/2023	\$ 28.86	STALE DATED
99804	FERNANDEZ, STEVEN	2/14/2023	\$ 118.42	STALE DATED
99854	PAYLESS CARS, INC.	2/14/2023	\$ 142.84	STALE DATED
99875	SAVAL SANCHEZ, SAIDA MANUELA	2/14/2023	\$ 101.59	STALE DATED
	TOTAL OF VOIDED CHECKS		\$ 945.73	
	* TOTAL OF REPLACEMENT CHECKS		\$ -	

* 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 **OCTOBER 24, 2023** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.