SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, September 8, 2026 at 6:30 p.m.

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

DIAL-IN NUMBER 1 (213) 338-8477
MEETING ID: 876 2600 4020

VIEW MEETING LIVE ONLINE AT:
HTTPS://YOUTUBE.COM/@SOUTHGATECA90280

City Officials

MAYOR, Joshua Barron	**CITY CLERK,** Yodit Glaze
VICE MAYOR, Al Rios	**CITY TREASURER,** Jose De La Paz
COUNCIL MEMBER, Maria del Pilar Avalos	**CITY MANAGER,** Rob Houston
COUNCIL MEMBER, Maria Davila	**CITY ATTORNEY,** Raúl F. Salinas
COUNCIL MEMBER, Gil Hurtado	

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

1. VIEW THE MEETING LIVE ONLINE VIA YouTube: South Gate, CA - YouTube
Please allow up to 24 hours after the meeting for the archive to be available.
2. LISTEN TO THE MEETING ONLINE VIA ZOOM: https://us06web.zoom.us/j/87626004020
To address the City Council press *9 to raise your hand and *6 to unmute yourself when instructed.
3. PARTICIPATE BEFORE THE MEETING by emailing the City Clerk at: yglaze@sogate.org no later than 4:00 p.m. on the day of the meeting. Please write "Public Comment" in the subject line.
4. ATTEND THE MEETING IN PERSON

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

Meeting Schedule

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

Brown Act

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

City's Vision Statement

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

Public Communications

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

Emails for public comment received prior to 4:00 pm on the day of the Council Meeting will be summarized by the City Clerk, not read in its entirety. A copy of the email will be provided to the City Council and will also be available at the City Clerk's Office for public review. A copy of each email will be recorded for public record and noted on the official minutes of tonight's meeting.

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER: Joshua Barron, Mayor

INVOCATION: Tina De La Rosa, Director of Parks & Recreation

PLEDGE OF ALLEGIANCE:

ROLL CALL: Yodit Glaze, City Clerk

Public Hearings

1. Introduction and First Reading of an Ordinance of the City Council of the City of South Gate Amending Chapter 1.54 (Purchasing System and Bidding Rules) of the South Gate Municipal Code to Modernize Procurement Procedures, Align with State and Federal Law, and Improve Operational Efficiency

The City Council will consider: (AS)

a. Introducing the proposed Ordinance amending Chapter 1.54 of the South Gate Municipal Code by reading title only and waiving further reading; and

b. Setting the second reading and adoption of the Ordinance for the regular meeting of September 22, 2026.

Documents:

Item 1 09082026.pdf

Reports And Presentations

2. Parks and Recreation Department's Budget Reduction Service Impacts Update

The City Council will consider: (PARKS)

Receiving and filing the Parks and Recreation Department's budget reduction service impact update. The presentation will describe how the recent budget cuts are impacting services to our community.

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 Section1.04.110.

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 **3, 4, 5, 6, 7, 8** and **9** 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.

3. Receive and File a Report on the City of South Gate's Compliance with the California Values Act (SB54)

The City Council will consider: (CM)

a. Receive and file this report on the City of South Gate's compliance with the California Values Act (Government Code sections 7284–7284.12); and

b. Direct the City Attorney, in coordination with the City Manager and the Chief of Police, to continue monitoring legislative and regulatory developments related to the California Values Act and SB 580 and to report to the City Council as necessary; and

c. Direct the City Manager to ensure that all updated model policies required by SB 580 (Government Code section 12532.5) are implemented by the statutory deadline of January 1, 2027.

Documents:

Item 3 09082026.pdf

4. Second Reading of Ordinance No.26-06-CC for a Zone Change from IF (Industrial Flex) to M3 (Heavy Manufacturing) for a Portion of the Property Located at 9313 Rayo Avenue and Intent to Adopt a Mitigated Negative Declaration Pursuant to the California Environmental Quality Act (PL25-146/ZC25-02)

The City Council will consider: (CD)

a. Find that in accordance with the California Environmental Quality Act (CEQA), all potentially significant impacts would be reduced to less-than-significant levels with incorporation of a mitigation measure, and adopt a Mitigated Negative Declaration (MND) consistent with Section 15070 of the State CEQA Guidelines; and

b. Waive further reading and adopt Ordinance No. 2026-06-CC, included as Attachment 1, approving PL25-146/ZC25-02 for a property at 9313 Rayo Avenue.

Documents:

Item 4 09082026.pdf

5. Resolution Accepting Alcohol Policing Partnership Grant Funds from the State of California Alcoholic Beverage Control

The City Council will consider: (PD)

a. Adopting a Resolution approving Agreement Number 26-APP41 accepting grant funds in the amount of $62,644 from the State of California Department of Alcoholic Beverage Control for ABC enforcement and compliance for Fiscal Year 2026-2027; and

b. Appropriating $62,644 in the Fiscal Year 2026/27 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 5 09082026.pdf

6. Amendment No.1 to Contract No.2025-04-CC with GO2ZERO Strategies, LLC., to Expand the Scope of Work and Increase Compensation

The City Council will consider: (PW)

a. Approving Amendment No. 1 to Contract No. 2025-04-CC with Go2Zero Strategies, LLC, to provide additional specialized services needed to comply with SB 1383 requirements, in an amount not-to-exceed $206,441;

b. Appropriating $206,441 in CalRecycle SB1383 Local Assistance Grant Fund needed for Amendment No. 1 to Contract No. 2025-04-CC; and

c. Authorizing the Mayor to execute Amendment No. 1 to Contract No. 2025-04-CC in a form acceptable to the City Attorney.

Documents:

Item 6 09082026.pdf

7. Ratification of an Agreement with All City Management Services, Inc., for Crossing Guard Services, and Approval of a Related Budget Amendment

The City Council will consider: (PD)

a. Ratifying an Agreement with All City Management Services, Inc. (“ACMS”), for crossing guard services for a term of August 31, 2026, through December 18, 2026, in an amount not to exceed $153,400; and

b. Approving a budget amendment appropriating $153,400 from the General Fund Budget Stabilization Reserve to account 100-505-21-6109 in the Fiscal Year 2026-2027 budget.

Documents:

Item 7 09082026.pdf

8. Agreement with All American Asphalt for the Construction of Phase V of the Citywide Residential Resurfacing Project, City Project No.727-ST

The City Council will consider: (PW)

a. Approving an Agreement with All American Asphalt to construct the Citywide Residential Resurfacing Project, Phase V, City Project No. 727-ST, in an amount not-to-exceed $2,392,979;

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

c. Approving Contract Change Order No. 1 in an amount not-to-exceed $1,500,000 to fund street improvements on approximately 24 additional streets segment under Phase V of the Residential Resurfacing Project, and authorizing the City Manager to execute it;

d. Authorizing the City Manager to approve contract change orders in a cumulative amount not-to-exceed $347,438 to perform additional or unforeseen work necessary to complete construction of the Project;

e. Transferring $50,000 in Measure R Funds and $200,000 in Proposition C Local Return Funds, to fund additional street improvements, from Phase IV of the Residential Resurfacing Project, City Project No. 699-ST, to Phase V of the Residential Resurfacing Project, City Project No. 727-ST;

f. Appropriating $960,000 in Community Development Block Grant funds to Phase V of the Residential Resurfacing Project, City Project No. 727-ST, to fund additional street improvements and to construct eight pickleball courts at South Gate Park;

g. Adopting a finding that Phase V of the Residential Resurfacing Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, Class 1(c),

for existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities, including road grading for public-safety purposes, and categorically excluded under Section 326 of amended Chapter 3 of Title 23, United States Code (23 U.S.C. Section 326), without significant environmental impacts as defined by the National Environmental Policy Act ("NEPA"); and

h. Approving the Notice of Exemption for Phase V of the Residential Resurfacing Project and directing the City Clerk to file it with the Los Angeles County Registrar-Recorder/County Clerk.

Documents:

Item 8 09082026.pdf

9. Agreement with O'Duffy Brothers Inc., for the Construction of Phase III of the Water Main Replacement Project, City Project No.702-WTR

The City Council will consider: (PW)

a. Approving an Agreement with O'Duffy Brothers Inc. (O'Duffy), for the construction of Phase III of the Water Main Replacement, City Project No. 702-WTR., in an amount not-to-exceed $4,454,728;

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

c. Appropriating $1,461,530 in Water Funds to fully fund Phase III of the Water Main Replacement, City Project No. 702-WTR;

d. Authorizing the City Manager to approve and execute change orders up to a cumulative amount of $601,000 in Water Funds; and

e. Approving the Notice of Exemption for Phase III of the Water Main Replacement, City Project No. 702-WTR.

Documents:

Item 9 09082026.pdf

Recommendations And Requests

10. City Council Appointments to the Various City Commissions, Committees and Boards

The City Council will consider: (CM)

a. Ratifying the nomination by Vice Mayor Al Rios of Fernando Rivera to the Planning Commission.

Documents:

Item 10 09082026.pdf

11. Warrant Register for September 8, 2026
The City Council will consider: (AS)

a. Approving the Warrant Register for September 8, 2026.

Total of Checks:	$5,893,592.33
Less: Employee Payroll Deductions	(368,269.98)
Grand Total:	$5,525,322.35

Cancellation: 115617

Documents:

Item 11 09082026.pdf

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on September 3, 2026, at 4:17p.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.

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, email, mail. 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.

Office of the
South Gate City Clerk

SEP 03 2026

FILED

7:32am

Item No. 1

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 8, 2026 (Continued from August 25, 2026)**

Originating Department: **Administrative Services**

Department Head: _____ ***City Manager:*** _____

Luis Frausto for *Rob Houston*

SUBJECT: INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE AMENDING CHAPTER 1.54 (PURCHASING SYSTEM AND BIDDING RULES) OF THE SOUTH GATE MUNICIPAL CODE TO MODERNIZE PROCUREMENT PROCEDURES, ALIGN WITH STATE AND FEDERAL LAW, AND IMPROVE OPERATIONAL EFFICIENCY

PURPOSE: To ask the City Council to introduce, by first reading, an Ordinance comprehensively amending Chapter 1.54 of the South Gate Municipal Code (Purchasing System and Bidding Rules) and to set second reading and adoption for the regular meeting of September 22, 2026. The current Chapter was last comprehensively updated in 2005 and contains provisions that have fallen out of step with current state and federal law. The proposed Ordinance modernizes procurement procedures, brings the chapter into compliance with current statute, and improves operational efficiency. The Ordinance expands administrative award, change order, and surplus disposition authority in several respects, as identified and quantified in the Analysis section below, and the proposed levels are within the range adopted by comparable California general law cities.

RECOMMENDED ACTIONS: Adoption of this Ordinance requires a four-fifths vote of the City Council, because Section 1.54.370(B) of the amended Chapter delegates emergency contracting authority to the City Manager and Public Contract Code Section 22050(b)(1) requires that such a delegation be made by a four-fifths vote. The City Council will consider:

a. Introducing the proposed Ordinance amending Chapter 1.54 of the South Gate Municipal Code by reading title only and waiving further reading; and

b. Setting the second reading and adoption of the Ordinance for the regular meeting of September 22, 2026.

SUMMARY: Chapter 1.54 governs how the City buys goods, contracts for services, awards public works projects, and disposes of surplus property. The current Chapter was last comprehensively updated in 2005 and shows its age in four respects.

First, several provisions no longer track current state and federal law. The current Chapter requires payment bonds on public works contracts only above $100,000, while California Civil Code Section 9550 mandates payment bonds on all California local public works contracts above $25,000. The current Chapter does not address the Public Contract Code Section 22050(c)(2)

timing for Council review and ratification of emergency procurements. The current Chapter cites Article XI Section 8 of the California Constitution for intergovernmental contracts, where the controlling authority is the Joint Exercise of Powers Act at Government Code Section 6500 et seq.

Second, dollar thresholds set in 2005 are now, in some cases, too low to reflect current operational reality and, in other cases, create unnecessary Council touches on routine transactions. The open market threshold of $2,000 has not been adjusted in over 20 years, creating a paperwork burden for routine purchases. The administrative disposition limit for surplus property of $1,000 sends low-value items to the Council for individual approval.

Third, the current Chapter is silent on procurement methods that have become standard in California municipal practice, including design-build and progressive design-build delivery for public works (authorized under Public Contract Code Section 22160 et seq. and Section 22170 et seq. respectively, for the categories of agency and project those chapters cover), on-call and master service agreements with task-order structures, cooperative and piggyback purchasing under proper certification, and e-procurement portal-based notice and award.

Fourth, the current Chapter does not address how procurement procedures change during a proclaimed local, state, or federal emergency. South Gate's experience during the COVID-19 response, the 2020 windstorm, and other recent emergencies confirmed that the City needs a codified emergency procurement framework with clear delegation tiers, ratification procedures, and operational mechanisms.

The proposed Ordinance addresses all four concerns. It brings the four critical legal compliance provisions into alignment with the current statute. It rationalizes dollar thresholds where the 2005 figures have become operationally burdensome, while preserving the existing $50,000 formal bidding threshold. It introduces modern procurement methods that California municipal practice has adopted. It establishes a comprehensive emergency procurement framework. And it adds new internal-control provisions, including an anti-splitting prohibition (Section 1.54.165), a funding eligibility certification at the department level (Section 1.54.140(B)), and an annual inflation adjustment mechanism subject to Council resolution (Section 1.54.030(B)).

The proposed Ordinance has undergone extensive legal review by the City Attorney's Office, including a final review by outside counsel retained by the City Attorney. All material legal compliance items have been addressed, and the City Attorney's Office concurs with first reading.

FISCAL IMPACT: Adoption of the proposed Ordinance has no direct fiscal impact on the fiscal year 2026-27 General Fund or any other fund. The Ordinance changes how the City procures, not whether it procures. Ongoing operational efficiencies are expected from reduced paperwork burden on routine purchases and faster processing of administrative-tier transactions, but these efficiencies are not quantifiable in advance with sufficient confidence to book as savings.

Two indirect fiscal implications are worth noting. First, aligning the payment bond threshold with Civil Code Section 9550, which currently requires a payment bond on public works contracts in excess of $25,000 rather than the $100,000 threshold in the current Chapter, brings the City into compliance and reduces exposure on small public works contracts by giving unpaid subcontractors and suppliers recourse against the bond, which is the remedy the Civil Code contemplates, rather than leaving the City to manage stop payment notices and withheld funds. Second, the funding

eligibility certification at Section 1.54.140(B) is designed to protect the General Fund from inadvertent commingling of restricted funds by placing primary responsibility for funding-source compliance on the requesting department rather than Finance staff verification at the requisition stage. This is an internal control improvement that may reduce the risk of external Single Audit findings in future years.

ANALYSIS: The proposed Ordinance is organized into the same subject areas as the current Chapter, but the substantive content has been comprehensively rewritten. The Change Map (Attachment 3) walks through the principal substantive differences between the current Chapter and the proposed Ordinance, organized by topic. The following sections describe the four functional areas of the rewrite at a level appropriate for Council consideration.

Modernization and Competition

The proposed Ordinance retains the existing $50,000 formal bidding threshold, which Council has held at this level since 2005. Below that threshold, the Ordinance restructures the informal procurement framework. The open-market threshold (where documented price reasonableness, rather than three written quotes, is sufficient) increases from $2,000 to $3,000. The internal approval band for the Director of Administrative Services to sign off on an award (in addition to the department manager requisition) increases from $5,000 to $25,000. The $50,000 formal bidding threshold, above which Council award is required, is unchanged. Raising the internal band does mean that purchases between $5,000 and $25,000 no longer require Director-level sign-off before award, which is a real change in internal routing rather than a change in the level at which Council acts.

The Ordinance also adds an anti-splitting prohibition at Section 1.54.165, which is standard in California municipal procurement codes adopted in the last decade. The prohibition aggregates substantially similar fiscal-year needs for threshold determination purposes, while permitting unbundling where doing so would expand small business, minority business enterprise, women's business enterprise, labor surplus area firm, or qualified South Gate business participation, consistent with 2 CFR Section 200.321(b)(3).

Notice and award procedures shift from newspaper publication as the primary method to the City's e-procurement portal. Newspaper notice is retained where required by law (Public Contract Code Section 22037 publication for formal public works bidding, for example) or where the Purchasing Officer determines newspaper publication is advantageous to the City. This change reflects how vendors actually find solicitations in 2026 and reduces the cost of solicitation advertising.

Public Works and CIP Delivery

The Ordinance retains the City's existing election to be subject to the Uniform Public Construction Cost Accounting Act (UPCCAA) at Public Contract Code Section 22000 et seq. Rather than restating the UPCCAA dollar figures, the proposed Ordinance refers to the state thresholds directly, so the Chapter follows future state adjustments without further Council action. The thresholds currently in effect under Public Contract Code Section 22032, as amended effective January 1, 2025, are force account or negotiated contract up to $75,000, informal bidding up to $220,000, and formal bidding above $220,000.

The Ordinance also adds, for the first time in South Gate's Municipal Code, authority for design-build and progressive design-build delivery on public works projects (Section 1.54.467), authority for the Public Works Director to pre-qualify bidders on larger projects (Section 1.54.430(C)), and a maintenance contract framework for work that is not a public project under Public Contract Code Section 22002 (Section 1.54.486). All three are authorized under California statute. Design-build and progressive design-build are available only for the categories of project the enabling chapters cover, are subject to statutory cost floors, project-count limits, workforce requirements, and reporting duties, and are subject to statutory expiration dates. There are two separate progressive design-build pathways. Public Contract Code Section 22170 et seq. reaches water and wastewater projects and expires January 1, 2029. Public Contract Code Section 22185 et seq., added by Senate Bill 706 in 2023, reaches public works generally, is capped at ten projects in excess of $5,000,000 each, carries a skilled and trained workforce requirement, and expires January 1, 2030. Section 1.54.467 authorizes both pathways and leaves the choice between them to the project-level eligibility determination. Section 1.54.467 therefore authorizes these methods only for projects that are eligible under state law, requires written confirmation of eligibility in consultation with the City Attorney before a solicitation is issued, and leaves the current eligibility criteria and thresholds to the Administrative Purchasing Policies and Procedures so they can be updated as state law changes. Adding the authority to the Municipal Code does not by itself make any particular City project eligible.

Internal Controls and Compliance

The Ordinance addresses the four critical legal compliance items identified earlier: the Civil Code Section 9550 payment bond threshold (now $25,000, matching state law); the Public Contract Code Section 22050(c)(2) emergency review and ratification timing (now explicitly tracked in Section 1.54.370(B)(2)); the Labor Code Section 1771 prevailing wage requirement for public works above $1,000 and the Labor Code Section 1771.1 contractor and subcontractor DIR registration requirements (Section 1.54.495); and the Government Code Section 6500 et seq. citation for intergovernmental contracts (Section 1.54.510(I)).

The Ordinance also addresses federal grant compliance comprehensively at Section 1.54.050(B), which incorporates 2 CFR Sections 200.317 through 200.327 by reference and addresses Davis-Bacon prevailing wage on federally funded construction prime contracts above $2,000 where the federal program legislation or award terms impose it, the socioeconomic affirmative steps encouraged by 2 CFR Section 200.321 for small, minority, women, veteran-owned, and labor surplus area businesses, conflict of interest standards, and full and open competition requirements. Consistent with the 2024 revisions to the Uniform Guidance, those steps are stated in the Chapter as encouraged rather than required, so that the City is not held to a standard more restrictive than federal law imposes. The funding eligibility certification at Section 1.54.140(B) places responsibility for confirming funding-source eligibility on the requesting department, the project manager, and the department head, with Finance verifying the available appropriation. This division of responsibility better matches actual program knowledge to the certification function and protects Finance's internal controls during Single Audit and grantor monitoring.

Bond and insurance requirements at Section 1.54.490 conform to state law. Payment bonds are mandatory at 100% of the contract amount for public works contracts exceeding the threshold set by Civil Code Section 9550, which is currently $25,000. The Ordinance refers to the statutory threshold rather than restating the figure, so the requirement tracks any future change in state law.

Performance bonds are mandatory at 100% for public works contracts of $100,000 or greater (a City policy choice unchanged from the current Chapter) and discretionary for contracts below that amount.

Emergency Procurement Framework

The Ordinance establishes a comprehensive emergency procurement framework at Section 1.54.370 for use during a proclaimed local, state, or federal emergency. Under Section 1.54.370(B), the City Council delegates the Public Contract Code Section 22050 emergency contracting authority to the City Manager, which state law permits only by a four-fifths vote. Section 1.54.370(C) does not itself delegate statutory authority. It sets the internal routing by which the City Manager's delegated authority is exercised within the organization: a Department Director may approve up to $25,000 per procurement, the Director of Administrative Services up to $100,000, and the City Manager up to $500,000, with matters above $500,000 going to the City Council except where the City Manager makes a written determination that the emergency does not permit delay for Council action. The City Manager remains accountable to the Council for all action taken under the delegation. The delegated officer reports the reasons for the action as required by Public Contract Code Section 22050(b)(3), and the City Council conducts the initial and continuing review required by Section 22050(c)(2). Section 1.54.370(B)(5) states that emergency purchases outside the scope of Section 22050, such as sheltering, mass care, and continuity of operations, rest on the City's general purchasing authority rather than on Section 22050, and are reported to Council on the same schedule.

The framework also authorizes operational mechanisms during emergencies (Section 1.54.370(D)): elevated P-card limits, advance payments to vendors, pre-screened cooperative purchasing with abbreviated certification (full certification within 30 days), after-hours and electronic-signature execution, and other necessary operational mechanisms the Director of Administrative Services determines consistent with applicable law and funding-source requirements. These mechanisms reflect lessons learned from the City's response during the COVID-19 emergency and other declared emergencies.

Changes in Delegated Authority

The Ordinance expands administrative authority in six respects. The City Manager may award professional services contracts up to $100,000, where the current Chapter leaves professional services award authority to a separate administrative instruction (Section 1.54.350(D)(1)). Task orders up to $250,000 may be issued administratively against a Council-approved master service agreement, within the aggregate cap the Council approved at award (Section 1.54.355(D)(2)). The Public Works Director may approve change orders up to the lesser of 10 percent of the original contract amount or $250,000 cumulatively, where the current Chapter uses a 20 percent test with a $50,000 or $100,000 ceiling (Section 1.54.610(B)). The Director of Administrative Services may approve modifications to informally awarded supply and service contracts on a comparable basis (Section 1.54.610(C)). The administrative limit for disposing of surplus property rises from $1,000 to $10,000 (Section 1.54.810(C)). The Public Works Director may award informal UPCCAA public works contracts up to the state informal bidding threshold, currently $220,000, which Public Contract Code Section 22034(c) expressly permits a governing body to delegate (Section 1.54.450(C)).

Legal Review

The City Attorney's Office reviewed the proposed Ordinance over the past year of drafting, and all legal compliance items identified during that review were incorporated into the version transmitted with this report. The City Attorney's Office concurs with first reading.

CEQA Determination

The proposed Ordinance is not a project under the California Environmental Quality Act (CEQA) because it consists of administrative and procedural changes to the City's purchasing code and does not have the potential to result in either a direct physical change or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15378(b)(2) and (b)(5)). To the extent the Ordinance authorizes specific future public works projects (for example, by adding design-build authority), each such future project will be subject to its own CEQA review at the time it is considered for approval.

Implementation and Effective Date

The Ordinance becomes effective 30 days after second reading and adoption on September 22, 2026, with an effective date of October 22, 2026. Section 6 of the Ordinance sets a separate operative date of December 21, 2026, three months after adoption. Chapter 1.54, as it reads today, continues to govern procurement until the operative date. The purpose of the delay is to give the City time to issue the implementing Administrative Purchasing Policies and Procedures (APPP) and to complete department training before the new rules apply, rather than putting departments under a new Chapter that has not yet been trained. The amended Chapter, therefore, becomes operative during the second quarter of fiscal year 2026-27, leaving roughly seven months under the new Chapter before the close of the fiscal year.

Staff training on the new Chapter is planned, covering the new approval authorities and the funding eligibility certification process, as well as department-analyst training on operational procedures and forms. Both training waves are scheduled to conclude before December 21, 2026, the operative date, and the APPP will be issued in advance of the first training wave.

Procedural Considerations

This Ordinance is brought to Council for first reading on September 8, 2026, and second reading and adoption on September 22, 2026. Government Code Section 36934 provides that an ordinance may not be passed within five days of its introduction, and not at other than a regular or adjourned regular meeting. It also provides that an ordinance must be read in full at introduction or passage unless further reading is waived by regular motion adopted by majority vote, or unless the title appears on the published agenda and the full text is available to the public online and in print at the meeting. The fourteen days between the two meetings satisfies the five-day requirement. If the Ordinance is altered after introduction, Section 36934 requires that it be passed at a meeting held at least five days after the alteration; corrections of typographical or clerical errors are not alterations for this purpose. Following adoption, the City Clerk will publish the Ordinance as required by Government Code Section 36933. Because the amended Chapter is lengthy, the City Clerk intends to publish a summary under Section 36933(c)(1) and to post a certified copy of the full text in the Clerk's office not less than five days before the September 22, 2026, adoption

meeting. The Ordinance becomes effective 30 days after adoption, on October 22, 2026, and becomes operative on December 21, 2026.

ATTACHMENTS: A. Proposed Ordinance amending SGMC Chapter 1.54

B. Exhibit A to the Ordinance, full text of amended SGMC Chapter 1.54

C. Change Map, current Chapter 1.54 compared to proposed Chapter 1.54

D. Redline, current Chapter 1.54 compared to proposed Chapter 1.54

ORDINANCE NO. ____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE AMENDING CHAPTER 1.54 (PURCHASING SYSTEM AND BIDDING RULES) OF THE SOUTH GATE MUNICIPAL CODE

WHEREAS, the City of South Gate ("City") is a California general law city organized and operating under the laws of the State of California, with authority to adopt municipal ordinances governing its purchasing and contracting activities pursuant to Government Code Sections 37100 through 37103, Government Code Sections 54201 through 54205 (which require every local agency to adopt policies and procedures, including bidding regulations, governing the purchase of supplies and equipment), the Uniform Public Construction Cost Accounting Act at Public Contract Code Sections 22000 et seq., including the informal bidding ordinance required by Public Contract Code Section 22034, and other applicable statutes;

WHEREAS, Chapter 1.54 of the South Gate Municipal Code (Purchasing System and Bidding Rules) governs the City's procurement of supplies, equipment, services, and professional services, and the award of public works contracts and disposition of surplus property;

WHEREAS, the current Chapter 1.54 was last comprehensively amended in 2005, and several provisions of the current Chapter no longer track current state and federal law, including without limitation the payment bond threshold required by Civil Code Section 9550, the emergency procurement review and ratification timing under Public Contract Code Section 22050(c), and the proper statutory authority for intergovernmental cooperative purchasing under Government Code Sections 6500 et seq. (Joint Exercise of Powers Act);

WHEREAS, dollar thresholds set in 2005 have, in some cases, become operationally awkward, creating unnecessary paperwork burden on routine purchases and unnecessary Council action on low-value transactions, while the existing $50,000 formal bidding threshold remains appropriate and is preserved in the amended Chapter;

WHEREAS, the current Chapter 1.54 is silent on procurement methods that have become standard in California municipal practice, including design-build and progressive design-build delivery for public works under Public Contract Code Sections 22160 et seq., 22170 et seq., and 22185 et seq., in each case only for projects eligible under, and subject to the project-type, cost, project-count, workforce, reporting, and sunset limitations of, those chapters, on-call and master service agreement frameworks with task-order structures, cooperative and piggyback purchasing under proper certification, and electronic procurement portal-based notice and award;

WHEREAS, the current Chapter 1.54 does not include a comprehensive emergency procurement framework, and the City's experience during the COVID-19 emergency response and other declared emergencies has confirmed the need for clear delegation tiers, ratification procedures, and operational mechanisms during proclaimed local, state, or federal emergencies;

WHEREAS, Section 1.54.370(B) of the amended Chapter 1.54 delegates to the City Manager the authority to order emergency action under Public Contract Code Section 22050(a)(1), and Public Contract Code Section 22050(b)(1) requires that such a delegation be made by a four-fifths vote of the governing body; and the City Council intends by its adoption of this Ordinance to make that delegation by a four-fifths vote; and the City Council further finds that emergency procurement of goods and services outside the scope of Public Contract Code Section 22050 is authorized by the City's general purchasing authority and is addressed separately in Section 1.54.370(B)(5) of the amended Chapter;

WHEREAS, the amended Chapter 1.54 also adds new internal-control provisions, including without limitation an anti-splitting prohibition (Section 1.54.165), a department-side funding eligibility certification (Section 1.54.140(B)), a conflict of interest framework supplementing the Political Reform Act and other applicable law (Section 1.54.055), and an annual inflation adjustment mechanism subject to Council resolution (Section 1.54.030(B));

WHEREAS, the City Attorney's Office, including outside counsel retained by the City Attorney, has reviewed the amended Chapter 1.54 and concurs with its adoption;

WHEREAS, the City Council has determined that the adoption of this Ordinance is not a project under the California Environmental Quality Act (CEQA) because it consists of administrative

and procedural changes to the City's purchasing code and does not have the potential to result in either a direct physical change or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines Sections 15378(b)(2) and 15378(b)(5); and

WHEREAS, the City Council has duly considered all information presented to it, including the staff report and supporting materials, public testimony, and the recommendations of staff and the City Attorney's Office.

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

SECTION 1. Chapter 1.54 (Purchasing System and Bidding Rules) of Title 1 (General Provisions) of the South Gate Municipal Code is hereby repealed in its entirety and replaced with a new Chapter 1.54 (Purchasing System and Bidding Rules), the full text of which is attached hereto as **Exhibit A** and incorporated by reference as though fully set forth herein.

SECTION 2. This Ordinance is not a project subject to the California Environmental Quality Act (Pub. Resources Code § 21000 et seq.) ("CEQA"). The City Council finds and determines that this Ordinance consists of administrative and procedural changes to the City's purchasing code and does not have the potential to result in either a direct physical change or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines Sections 15378(b)(2) and 15378(b)(5). To the extent the amended Chapter 1.54 authorizes specific future public works projects, each such future project shall be subject to its own CEQA review at the time it is considered for approval.

SECTION 3. The amended Chapter 1.54 shall apply to all procurement actions initiated on or after the operative date established in Section 6 of this Ordinance. Procurement actions initiated before the operative date shall be governed by the Chapter 1.54 provisions in effect at the time the action was initiated, except that contract amendments, change orders, and renewals executed on or after the operative date shall be governed by the amended Chapter 1.54. For purposes of this Section, a procurement action is initiated when the requisition is approved, when the solicitation is issued, or when the City otherwise takes a binding step in the procurement process, whichever occurs first.

SECTION 4. If any section, subsection, sentence, clause, phrase, or word of this Ordinance, or any part of the amended Chapter 1.54 enacted hereby, is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remaining portions of this Ordinance or the amended Chapter 1.54. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, and word of the amended Chapter 1.54 irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or words might be declared invalid or unconstitutional.

SECTION 5. Headings and section captions used in the amended Chapter 1.54 are for convenience only and shall not be construed to limit or extend the meaning of any provision. References in the amended Chapter 1.54 to specific statutes, regulations, or external standards include any successor provisions, amendments, or replacements thereof. Where a provision of the amended Chapter 1.54 conflicts with a specific provision of state or federal law that controls the City's procurement activities, the controlling provision of state or federal law shall apply, and the City Manager or designee shall document the controlling authority in the procurement file.

SECTION 6. This Ordinance shall take effect thirty (30) days after its adoption, in accordance with Government Code Section 36937. The amended Chapter 1.54 set forth in Exhibit A shall become operative three (3) months after adoption, on December 8, 2026, in order to allow the City to issue the implementing Administrative Purchasing Policies and Procedures and to complete department training before the amended Chapter applies. Chapter 1.54 as it read immediately before the effective date of this Ordinance shall continue to govern the City's procurement actions until the operative date.

SECTION 7. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted as required by law, in accordance with Government Code Section 36933, including, at the City Clerk's election under Government Code Section 36933(c)(1), publication of a summary of this Ordinance together with posting of a certified copy of the full text in the office of the City Clerk not less than five (5) days before the meeting at which this Ordinance is to be adopted.

PASSED, APPROVED and **ADOPTED** this 8th day of **September 2026**.

INTRODUCED at a regular meeting of the City Council held on August 25, 2026.

ADOPTED at a regular meeting of the City Council held on September 8, 2026, by not less than a four-fifths vote of the City Council, as required by Public Contract Code Section 22050(b)(1) for the delegation made in Section 1.54.370(B) of the amended Chapter 1.54.

CITY OF SOUTH GATE:

By: _____

Joshua Barron, Mayor

ATTEST:

By: _____

Yodit Glaze, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: _____ DRAFT

Raúl F. Salinas, City Attorney

EXHIBIT A

CHAPTER 1.54

PURCHASING SYSTEM AND BIDDING RULES

The full text of the amended Chapter 1.54 is attached as

the continuation of this document, beginning with Section 1.54.010

and continued through Section 1.54.990.

Chapter 1.54 – Purchasing System and Bidding Rules

Sections:

1.54.010 Purpose and organization of this chapter.
1.54.020 Definitions.
1.54.030 Changes to dollar limits.
1.54.040 Matters pertaining to housing authority, successor agency, utility authority, public financing authority, or other City bodies.
1.54.050 Conflicts with state and federal law; federal grant procurement compliance.
1.54.055 Standards of Conduct; Conflicts of Interest; Gratuities.
1.54.056 Non-Discrimination.
1.54.057 Insurance, Bonds, and Risk Transfer.
1.54.110 Appointment, authority, and duties of Purchasing Officer.
1.54.120 Requests (requisitions) to the Purchasing Officer by city departments and personnel that the city purchase supplies, equipment, and services.
1.54.130 Centralized purchasing: all city purchases of supplies, equipment, and services must be made by the Purchasing Officer.
1.54.140 Funding of purchases.
1.54.165 Anti-splitting.
1.54.210 Exceptions from centralized purchasing for certain recurring expenses, maintenance expenses, real estate expenses, and minor one-time expenses.
1.54.220 Exemptions from centralized purchasing for purchases of professional services.
1.54.230 Exemptions from centralized purchasing for contracts for public projects, maintenance work, or other construction.
1.54.240 Other exemptions from centralized purchasing.
1.54.310 Formal bidding procedures for city purchases of supplies, equipment, and general services exceeding fifty thousand dollars.
1.54.315 Best-value awards and reverse auctions.
1.54.320 Informal bidding procedures for city purchases of supplies, equipment, and general services exceeding three thousand dollars up to and including fifty thousand dollars.
1.54.330 Open market purchases without formal or informal bidding for amounts of three thousand dollars or less.
1.54.340 Local business credit.
1.54.345 Local subcontracting on larger contracts.
1.54.350 Procedures for professional services.
1.54.355 On-call and master service agreements for professional services.
1.54.365 Bid Protests.
1.54.370 Procurement During a Proclaimed Emergency or Disaster.
1.54.410 Adoption of Uniform Construction Cost Accounting Act's accounting procedures.
1.54.420 Duties and responsibilities of Public Works Director.
1.54.430 Lists of qualified contractors and construction trade journals.

1.54.440 Formal bidding procedures for contracts in excess of the state informal bidding threshold pertaining to public projects and certain other construction-related activities.
1.54.450 Informal bidding procedures for contracts at or below the state informal bidding threshold pertaining to public projects and certain other construction-related activities.
1.54.460 Performance of contracts at or below the state force-account/negotiated threshold pertaining to public projects and certain other construction-related activities.
1.54.467 Design-build and progressive design-build delivery.
1.54.470 Exceptions to bidding requirements for public projects, maintenance work, and similar construction-related activities in case of emergencies.
1.54.475 Rejection of bids.
1.54.480 Tie bids.
1.54.485 Performance of public projects and maintenance work when no bids are received.
1.54.486 Procedures for entering into maintenance contracts where no public bidding is required.
1.54.490 Bid bonds, performance bonds, and payment bonds.
1.54.495 Prevailing wage; DIR registration; labor compliance.
1.54.510 Exemptions from formal and informal bidding procedures.
1.54.610 Approval of modifications and change orders.
1.54.710 Purpose of environmentally preferable purchasing policy.
1.54.720 Definitions used in environmentally preferable purchasing policy.
1.54.730 City department responsibility relative to environmentally preferable purchasing.
1.54.740 Waste prevention practices.
1.54.750 Exemptions and administrative updates to environmentally preferable purchasing standards.
1.54.810 Disposition of obsolete and surplus property.
1.54.990 Severability.

*Prior ordinance history: Ords. 1568, 1618, 1667, 1708, 1891, 2019, 2063, 2170, 2191 and 2302.

1.54.010 Purpose and organization of this chapter.

This Chapter establishes the rules under which the City of South Gate purchases supplies, equipment, and services; the competitive bidding procedures that apply to those purchases; and a separate bidding system for public projects and maintenance work. It also sets the standards of conduct that apply to every City procurement, authorizes a local business credit, governs contract modifications and change orders, adopts an environmentally preferable purchasing policy, and establishes procedures for disposition of surplus City property.

The Chapter is organized as follows:

§§ 1.54.010 – 1.54.057	General provisions and standards of conduct
§§ 1.54.110 – 1.54.165	Centralized purchasing and anti-splitting
§§ 1.54.210 – 1.54.240	Exceptions from centralized purchasing

§§ 1.54.310 – 1.54.365	Bidding for supplies, equipment, and services
§ 1.54.370	Emergency and disaster procurement
§§ 1.54.410 – 1.54.495	Public projects and maintenance work (UPCCAA)
§ 1.54.510	Exemptions from bidding requirements
§ 1.54.610	Modifications and change orders
§§ 1.54.710 – 1.54.750	Environmentally preferable purchasing policy
§ 1.54.810	Disposition of surplus property
§ 1.54.990	Severability

Details of the procedures summarized here are developed in the Administrative Purchasing Policies and Procedures issued by the Director of Administrative Services under Section 1.54.110.

Quick reference for departments:

If your need is...	**Start at...**
A purchase of $3,000 or less	§ 1.54.330
A purchase over $3,000 and up to $50,000	§ 1.54.320
A purchase over $50,000	§ 1.54.310
A professional services contract	§ 1.54.220 and § 1.54.350
Public works or maintenance work	§§ 1.54.410 – 1.54.495
Maintenance work, no public project	§ 1.54.486
An emergency purchase	§ 1.54.370
A modification or change order	§ 1.54.610
Cooperative or piggyback purchase	§ 1.54.510
A sole-source purchase	§ 1.54.510
A bid protest	§ 1.54.365

1.54.020 Definitions.

Terms used in this Chapter but not defined herein shall have the meanings assigned by other provisions of the South Gate Municipal Code, the California Public Contract Code, or applicable state and federal law, in that order of precedence unless otherwise stated.

Unless the context otherwise clearly indicates, the following definitions apply:

"Administrative instructions for contracting professional services" means the professional services provisions of the Administrative Purchasing Policies and Procedures issued under Section 1.54.110(F), as amended from time to time, establishing the procedures by which the City selects and contracts for professional services.

"Best value" means the procurement method that provides the greatest overall benefit to the City considering price, total cost of ownership, quality, reliability, delivery, experience, past performance, and other factors stated in the solicitation. Best value is not a lowest-price-only determination.

"Bidders' list" means a list of suppliers and vendors maintained by the Purchasing Division of the Department of Administrative Services, and a list of qualified contractors identified by category of work maintained by the Public Works Director pursuant to Public Contract Code § 22034 and criteria of the California Uniform Construction Cost Accounting Commission.

"California Uniform Construction Cost Accounting Commission" means the commission established by Public Contract Code §§ 22010 through 22020.

"City council" means the City of South Gate City Council, except as otherwise specified in Section 1.54.040.

"Contract" means a written agreement between the City and a vendor or contractor, including a purchase order issued to a vendor or contractor.

"Cooperative purchasing" means purchasing that consists of combining the needs of multiple customers and/or other governmental agencies into a single solicitation of bids.

"Cooperative purchasing agreement" means an agreement by which the City purchases supplies, equipment, or services using the competitively awarded contract of another public agency or of a cooperative purchasing organization whose contracts have been competitively awarded on behalf of participating public agencies.

"Customer" means any office, department, bureau, commission, board, or other agency of the City using supplies, equipment, or services.

"Director of Administrative Services" means the director of the City's Department of Administrative Services (also referred to interchangeably as the Finance Department). References in this Chapter to "Director of Finance" or "Finance Director" shall be read as the Director of Administrative Services.

"E-procurement system" means the City-approved electronic platform used to issue solicitations, receive bids and proposals, distribute addenda, and maintain records of procurement activity.

"Electronic sealed bid" means a bid or proposal submitted, time-stamped, encrypted, and stored through a city-approved e-procurement system that provides an auditable record functionally equivalent to a sealed, time-stamped paper submission.

"Facility" means any plant, building, structure, ground facility, sewer, storm drain, or other publicly owned infrastructure (including without limitation items identified in Public Contract Code § 22002(c)(3)); real property; streets and highways; or other public works improvement.

"Force account" means the accounting procedure for accurate recording of work performed on public projects and maintenance work using internal resources of the City, including labor, equipment, materials, supplies, and subcontracts.

"Local business" means a business entity with fixed offices or distribution points located within the boundaries of the City and listed in the business license tax files with a City of South Gate business address. For retail businesses that designate a point of sale for sales tax purposes, the business shall designate the City of South Gate as the point of sale for sales tax purposes.

"Maintenance work" means (1) routine, recurring, and usual work for the preservation or protection of any publicly owned or operated facility for its intended purposes; (2) minor repainting; (3) resurfacing of streets and highways at less than one inch; (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; and (5) work performed to keep, operate, and

maintain publicly owned water, power, or waste disposal systems, including dams, reservoirs, power plants, and electrical transmission lines of two hundred thirty thousand volts and higher.

"Negotiated contract" means a letter of agreement, vendor agreement, contract, professional services agreement, maintenance services agreement, public project agreement, or other written documentation setting forth the terms and conditions of the purchase and services.

"Other services" or "general services" means non-professional services that are not performed in conjunction with the purchase of an item (such as installation, repair, or activation labor) and that are not professional services as defined in this Chapter. General services include, without limitation, janitorial services, security services, equipment rental, courier services, and similar non-professional services.

"Piggyback contract" means a contract entered into by means of placing a purchase order against an existing contract of another public agency.

"Professional services" means any service generally characterized as a "profession" rather than a "business," "industry," "occupation," or "trade" under California law, including accounting, architecture, auditing, business appraisal or valuation, construction project management, construction management and inspection, engineering, environmental, financial planning, insurance, land surveying, landscape architecture, landscape engineering, legal, medical, municipal planning, public housing, real estate appraisal, and real estate brokerage or sales. Consulting services with respect to any of the foregoing are also professional services for purposes of this Chapter.

"Public project" has the meaning given in Public Contract Code § 22002(c), and generally means (a) construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; (b) painting or repainting of any publicly owned, leased, or operated facility; and (c) in the case of a publicly owned utility system, only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher. Work that does not meet that definition is maintenance work or is otherwise procured under this Chapter.

"Publicly owned infrastructure" means (including without limitation) items defined in Public Contract Code § 22002(c)(3); real property; streets and highways; sewer; water; street lights; or other public work improvement.

"Public Works Director" means the director of the City's Department of Public Works.

"Purchasing Officer" means the Director of Administrative Services or his or her designee. All references in this Chapter to "Purchasing Supervisor" shall be read as references to the Purchasing Officer. Where this Chapter requires the approval of the Director of Administrative Services in addition to action by the Purchasing Officer, that approval shall be given by the Director personally or by a designee other than the person who authorized the purchase.

"Purchase order" includes: (a) a standard written purchase order; (b) a "blanket purchase order," meaning a written authorization with a vendor for releases on an as-needed basis under a fiscal-year cap; and (c) a "field purchase order" for low-dollar purchases completed within a short timeframe. Dollar thresholds, fiscal-year caps, and procedural requirements for each type are specified in the Administrative Purchasing Policies and Procedures issued under Section 1.54.110.

"Reverse auction" means a competitive online procurement event in which pre-qualified bidders submit successively lower bids for specified commodities over a defined period, with award

made to the lowest responsive and responsible bidder or on a best-value basis as stated in the solicitation.

"Risk Manager" means the employee designated by the City Manager to administer the City's risk management and insurance program, or that person's designee.

"Sole source" means a procurement from the only known source capable of providing the required supplies, equipment, or services, documented by a written justification approved in accordance with Section 1.54.510.

"Uniform Public Construction Cost Accounting Act" or "UPCCAA" means the Act set forth at Public Contract Code §§ 22000 through 22045.

1.54.030 Changes to dollar limits.

A. State-Law Threshold Updates. State-law dollar thresholds expressly incorporated by reference in this Chapter (including those in the Uniform Public Construction Cost Accounting Act and elsewhere) shall be applied as amended from time to time, without further Council action.

B. Annual Inflation Adjustment. As part of the annual budget process, the Director of Administrative Services shall calculate an inflation adjustment equal to the percentage change in the GDP Implicit Price Deflator for State and Local Government Consumption Expenditures (BEA NIPA Table 1.1.9) for the four quarters ending December 31 of the prior calendar year, not less than zero percent (0%) and not more than three percent (3%), and shall present it to the City Council. If the City Council adopts the adjustment by resolution, it applies to every dollar amount stated in this Chapter, rounded to the nearest one thousand dollars ($1,000), except (1) the fifty thousand dollar ($50,000) formal bidding threshold in Sections 1.54.310, 1.54.320, and 1.54.486, which may be changed only by ordinance, and (2) amounts set by state or federal law, which are governed by subsection (A). Amounts remain unchanged in any year the City Council does not adopt a resolution. The Director of Administrative Services shall publish the amounts then in effect in the Administrative Purchasing Policies and Procedures.

1.54.040 Matters pertaining to housing authority, successor agency, utility authority, public financing authority, or other City bodies.

References to "City Council" include the governing board of the applicable City body when that body is acting on matters within this Chapter, including the Successor Agency to the former Community Development Commission/Redevelopment Agency, the South Gate Housing Authority, the South Gate Public Financing Authority, the South Gate Utility Authority, and any other commission, agency, or board established by the City Council.

1.54.050 Conflicts with state and federal law; federal grant procurement compliance.

A. To the extent any provision of this chapter conflicts with State or Federal law, the State or Federal law shall control. Conflicting provisions shall be interpreted, if reasonably possible, to avoid conflict. Severability applies to all provisions.

B. Federal grant procurement compliance. When expending funds from federal awards, the City shall comply with the procurement standards of 2 CFR §§ 200.317 through 200.327 (Uniform Administrative Requirements), awarding-agency-specific regulations, and any grant-specific terms. Without limiting the foregoing, the City shall observe:

1. The federal methods of procurement (micro-purchase, small purchase, sealed bid, competitive proposals, and noncompetitive) and the applicable federal thresholds, which supersede the thresholds in this Chapter when they are more restrictive;

2. Full and open competition, including any federal or funding-source restriction on local or geographic preferences and the requirements of 2 CFR § 200.319 (which identifies practices that may restrict competition), which may require the Purchasing Officer to suspend the local business credit under Section 1.54.340 for federally funded procurements;

3. Required contract clauses identified in 2 CFR 200 Appendix II (including, where applicable, Equal Employment Opportunity, Davis-Bacon, Copeland Anti-Kickback, Contract Work Hours and Safety Standards, Byrd Anti-Lobbying, debarment and suspension certifications, and domestic preference certifications under Build America, Buy America where applicable);

4. Documentation of the procurement history and cost or price analysis sufficient to support federal audit; and

5. Any awarding-agency requirements that are more restrictive than this Chapter, which shall control.

6. When the procurement method or threshold required by this Chapter is more restrictive than the federal method or threshold, this Chapter controls. When the federal method or threshold is more restrictive, the federal requirement controls. The Administrative Purchasing Policies and Procedures shall include a method-mapping reference identifying the corresponding federal procurement method for each procurement method authorized by this Chapter.

When required by applicable federal program legislation, the terms of the federal award, or awarding-agency requirements, prime contracts in excess of $2,000 for the construction, alteration, or repair of public buildings or public works shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141 through 3144, 3146, and 3147) and implementing regulations, and shall include the contract clause required by 2 CFR 200 Appendix II(D), irrespective of any higher threshold otherwise applicable under this Chapter. Davis-Bacon does not apply to every federally funded construction contract; applicability shall be confirmed against the award terms and documented in the procurement file.

7. Affirmative steps for small, minority, women, veteran-owned, and labor surplus area businesses. For federally funded procurements above the federal micro-purchase threshold, the City should take the socioeconomic affirmative steps encouraged by 2 CFR § 200.321 to consider small businesses, minority business enterprises, women's business enterprises, veteran-owned businesses, and labor surplus area firms when possible. Nothing in this paragraph imposes a requirement more restrictive than the applicable federal standard.

8. Conflicts of interest. For federally funded procurements, the City shall maintain and apply written standards of conduct addressing conflicts of interest in the selection, award, and administration of contracts, consistent with 2 CFR § 200.318(c) and Section 1.54.055 of this Chapter.

1.54.055 Standards of Conduct; Conflicts of Interest; Gratuities.

This Section supplements, and does not replace, the conflict-of-interest and ethics requirements imposed by Government Code § 1090, the Political Reform Act (Government Code §§ 81000 et seq.), the regulations of the Fair Political Practices Commission, the common law conflict-of-

interest doctrine, the City's conflict-of-interest code adopted under the Political Reform Act, and applicable federal requirements including 2 CFR § 200.318(c).

A. City elected officials, appointed officials, board and commission members, officers, employees, and agents involved in the selection, award, or administration of contracts (including federally funded contracts subject to 2 CFR § 200.318(c)) shall avoid any real or apparent conflicts of interest. No person covered by this subsection shall participate in the selection, award, or administration of a contract supported by City or federal funds if a real or apparent conflict of interest would be involved. Such a conflict arises when an employee, officer, official, or board or commission member, or any member of their immediate family, has a financial or other interest in, or receives a tangible personal benefit from, a firm considered for a contract. For purposes of this Section, "immediate family" means spouse or registered domestic partner, parent, child, sibling, parent-in-law, child-in-law, or sibling-in-law, whether biological, adoptive, or by marriage.

B. City elected officials, appointed officials, board and commission members, officers, employees, and agents shall not solicit or accept gratuities, favors, or anything of monetary value from present or prospective contractors or subcontractors that could reasonably be perceived to influence a procurement decision.

C. Violations of this Section are subject to disciplinary action and may result in remedies up to and including contract termination, disqualification, or debarment consistent with applicable law.

D. Organizational Conflicts of Interest (OCI). A person or firm that prepares specifications, statements of work, or solicitation documents for a particular procurement shall not compete for that procurement, unless the City determines in writing that adequate safeguards have been implemented to neutralize or mitigate the conflict consistent with applicable law and funding-source requirements. The Administrative Purchasing Policies and Procedures shall include the standard organizational conflict-of-interest guidelines required of local agencies using design-build or progressive design-build delivery under Public Contract Code §§ 22160 et seq., 22170 et seq., and 22185 et seq.

E. Debarment and Suspension. The City may debar or suspend a vendor, contractor, or consultant for cause, including, but not limited to, fraud, collusion, a criminal offense in connection with obtaining or performing a public contract, significant or repeated performance failures, or serious ethical violations. The procedures, notice, and appeal rights for debarment or suspension shall be established by administrative policy consistent with applicable law.

1.54.056 Non-Discrimination.

All City contracts shall include non-discrimination requirements consistent with Federal and State law and City policy, prohibiting unlawful discrimination in employment and in performance under the contract. The Purchasing Officer shall include standard contract language to implement this section.

1.54.057 Insurance, Bonds, and Risk Transfer.

A. Administrative policy. Minimum insurance, bonding, indemnity, and other risk transfer requirements shall be established by administrative policy issued by the City Manager or designee. The policy may establish tiered requirements based on the type of work, activity, or exposure presented, and may be updated administratively to reflect current standards, including guidance from the City's joint powers insurance authority and its risk program advisors.

B. Application. The policy applies to any contract, purchase order, professional services agreement, master service agreement, task order, construction contract, lease, license, permit, facility use agreement, special event authorization, or other agreement under which a person or entity provides goods or services to the City, performs work on the City's behalf, or uses or occupies City property. The policy may provide risk-based exemptions for low-risk or de minimis transactions.

C. Higher requirements. A department may require limits or coverages higher than the policy minimums based on the risk presented.

D. Condition precedent. No agreement subject to the policy shall be executed, no notice to proceed issued, and no work commenced or goods or services delivered, until the required insurance, endorsements, bonds, and other security have been submitted and verified as provided by the policy.

E. Waiver. A reduction, modification, or waiver of a requirement established by the policy is effective only if approved in writing by the City Manager, the Director of Administrative Services, or the City's Risk Manager, and retained in the file. A Department Director may not waive an insurance requirement.

F. Indemnity. Indemnity and defense provisions shall be drafted consistent with applicable law, including Civil Code §§ 2782 and 2782.8, and with the standard forms issued under the policy.

G. Bonds and other security. Bond requirements for public works contracts are governed by Section 1.54.490 and applicable state law. For all other agreements, the Purchasing Officer or the Risk Manager may require bonds, letters of credit, or other security based on the risk presented, as provided by the policy.

H. Administration. The City may use a third-party administrator to receive, review, and monitor certificates of insurance and related documentation. Use of an administrator does not transfer the City's approval or waiver authority.

I. Continuing compliance. Required coverage shall be maintained for the full term of the agreement and for any applicable completed operations or extended reporting period. A lapse is a material breach, and the City may withhold payment, suspend work, or terminate.

1.54.110 Appointment, authority, and duties of Purchasing Officer.

A. Appointment. The Director of Administrative Services (Finance Director) is the City's Purchasing Officer and may delegate this authority.

B. Authority and duties. The Purchasing Officer shall: (1) purchase and contract for all supplies, equipment, and services required by any customer, in accordance with this chapter, approved administrative instructions, and other rules set by the Director of Administrative Services or City Manager; (2) negotiate and execute purchase orders and contracts, subject to required approvals; (3) utilize electronic solicitation and receipt of bids and proposals through the city-approved e-procurement system; (4) seek best value without sacrificing necessary quality; (5) discourage collusive practices and encourage competition; (6) maintain required records and forms; (7) perform inspections and testing as needed; (8) recommend transfers and disposition of surplus; (9) maintain bidders' lists (except as provided in Section 1.54.430); and (10) perform other assigned duties. Approval routing by dollar level is governed by Sections 1.54.310 through 1.54.330, 1.54.350, 1.54.355, 1.54.370, 1.54.440 through 1.54.495, 1.54.610, and 1.54.810.

C. Public Notice; Electronic Methods. The City's website or designated e-procurement portal shall be the default method for issuing notices inviting bids, requests for proposals or qualifications, and for receiving electronic sealed bids or proposals, except where print publication or additional methods are required by law or determined by the Purchasing Officer to be advantageous to the City.

D. Electronic Signatures. The Purchasing Officer may execute contracts, purchase orders, and related procurement documents using electronic signatures with the same legal effect as handwritten signatures, consistent with the California Uniform Electronic Transactions Act (Civil Code § 1633.1 et seq.) and applicable federal law.

E. Acting authority. In the Purchasing Officer's absence, these duties may be exercised by the City Manager or a duly appointed designee.

F. Administrative Purchasing Policies and Procedures. The Director of Administrative Services may issue and update Administrative Purchasing Policies and Procedures implementing this Chapter, including solicitation templates, electronic procurement, emergency purchasing practices, documentation standards, bid protests, debarment and suspension procedures, cooperative purchasing certifications, and procedures for verifying insurance and bonds. Where those procedures and the policy issued under Section 1.54.057 differ as to required coverages, limits, endorsements, or indemnity terms, the Section 1.54.057 policy controls.

1.54.120 Requests (requisitions) to the Purchasing Officer by city departments and personnel that the city purchase supplies, equipment, and services.

Requisitions shall follow the procedures established in the Administrative Purchasing Policies and Procedures issued under Section 1.54.110, which may be electronic. The Purchasing Division may revise operational procedures for requisitions within the limits of this Chapter, with concurrence of the requesting customer.

1.54.130 Centralized purchasing: all city purchases of supplies, equipment, and services must be made by the Purchasing Officer.

The City maintains a centralized purchasing program within the Administrative Services Department for the procurement of supplies, equipment, and services, except as otherwise provided in this Chapter or by law.

All purchases shall be made through a written contract executed by the Purchasing Officer, unless explicitly exempted under Sections 1.54.210–1.54.240. Written contract forms include purchase orders (including electronic forms), field purchase orders, and blanket purchase orders.

1.54.140 Funding of purchases.

A. Budget appropriation required. No purchase order or contract shall be issued under this Chapter unless there is a sufficient unencumbered appropriation in the budget fund account against which the purchase is to be charged. The Purchasing Officer shall not authorize or issue a contract that exceeds available appropriations.

B. Department certification of funding eligibility. Where a purchase is to be charged in whole or in part to a restricted funding source - including federal awards, state awards, grant funds, capital improvement project funds, bond proceeds, enterprise fund revenues, or any other revenue or appropriation subject to use restrictions - the requesting department shall, before the

requisition is approved, certify in writing that the purchase complies with the eligibility, allowable cost, scope, and use restrictions of the applicable funding source. Verification of available budget appropriation by the Purchasing Officer, the Department of Administrative Services, or Finance staff is limited to the existence of sufficient unencumbered appropriation under subsection (A) and does not constitute a determination of program eligibility, cost allowability under applicable federal cost principles (including 2 CFR Part 200 Subpart E), grant-specific allowable use, or compliance with bond covenants or other funding-source restrictions. Responsibility for those determinations rests with the requesting department, the project manager, and the department head approving the requisition. The Administrative Purchasing Policies and Procedures shall implement this subsection, including the certification form, list of funding sources that trigger the requirement, escalation procedure for concerns identified by Finance staff, and record retention consistent with applicable federal, state, and grant-specific retention requirements.

1.54.165 Anti-splitting.

Purchases and contracts shall not be split, separated, or otherwise structured to evade the competitive thresholds, approval requirements, or any other provision of this Chapter. Aggregated needs for substantially similar goods or services within a fiscal year shall be considered in determining the applicable method of procurement.

Notwithstanding the foregoing, the Purchasing Officer (or the Public Works Director for public works) may divide a procurement into separate lots or scopes when doing so is economically feasible and would expand competition or participation by small businesses, minority business enterprises, women's business enterprises, labor surplus area firms, or qualified South Gate businesses, consistent with 2 CFR § 200.321(b)(3). Documentation of the rationale shall be included in the procurement file.

1.54.210 Exceptions from centralized purchasing for certain recurring expenses, maintenance expenses, real estate expenses, and minor one-time expenses.

The following recurring and one-time payments are exempt from centralized purchasing under this Chapter:

A. Utility payments (water, electricity, gas, telecommunications, internet, refuse).

B. Lease and rental payment installments under existing lease or rental agreements.

C. Subscription fees (publications, software-as-a-service, online services, professional databases).

D. Insurance premium payments.

E. Maintenance contract installment payments under existing maintenance agreements.

F. Real property acquisitions and dispositions handled under separate authority.

G. Memberships in professional associations and intergovernmental organizations.

H. Training and conference registration fees.

I. Travel reimbursements consistent with City travel policy.

J. Intergovernmental service payments and inter-agency reimbursements.

K. Procurement-card commodity purchases approved under standards set by the Director of Administrative Services.

L. Court-ordered payments, judgments, settlements, and statutory fees.

M. Minor one-time expenses at or below the open-market threshold under Section 1.54.330.

The exemption applies to payments under an existing contract that was competitively procured or otherwise authorized. A new contract, a renewal that creates a new term beyond the original contract, or a material increase in price or scope shall be procured under the applicable provisions of this Chapter.

1.54.220 Exemptions from centralized purchasing for purchases of professional services.

A. Professional services are procured through decentralized procedures by the customer, subject to the Administrative Purchasing Policies and Procedures issued under Section 1.54.110(F) and this chapter.

B. Qualifications-based selection applies where required by state law.

C. Except where an authorized exemption applies, professional services with an expected total cost exceeding fifty thousand dollars shall be competitively solicited (e.g., RFQ/RFP) using criteria appropriate to the service type; selection shall be based on qualifications, experience, and best value, including price where appropriate.

D. When federal or other restricted funds are used, the competitive method prescribed by the funding rules shall govern.

1.54.230 Exemptions from centralized purchasing for contracts for public projects, maintenance work, or other construction.

Public works, maintenance, and construction contracts continue to be procured by the Public Works Director under Sections 1.54.410–1.54.495. Subsequent purchase orders are issued by the Purchasing Officer unless otherwise exempt.

1.54.240 Other exemptions from centralized purchasing.

With Director of Administrative Services approval, the Purchasing Officer may authorize a customer to purchase specified items independently, subject to this chapter and periodic reporting.

1.54.310 Formal bidding procedures for city purchases of supplies, equipment, and general services exceeding fifty thousand dollars.

All purchases of supplies, equipment, and general services with a purchase price or estimated value exceeding $50,000 (other than professional services governed by Section 1.54.350, or those governed by Sections 1.54.410 through 1.54.495 or otherwise exempt from bidding under this Chapter) shall be made using the formal bidding procedures below. Awards shall be made to the lowest responsive and responsible bidder unless best-value award is authorized under Section 1.54.315.

A. Notice inviting bids. The Purchasing Officer (or authorized customer) shall prepare a notice inviting sealed bids (including electronic sealed bids), describing the purchase, where documents are obtained, and the time and place (physical or electronic) for opening.

B. Publication and posting. The notice shall be posted at least once, not less than fourteen (14) calendar days before bid opening, on the city's website or e-procurement portal, which is the primary method of notice under Section 1.54.110(C). The Purchasing Officer may additionally publish the notice in a newspaper of general circulation within the City where required by law or where the Purchasing Officer determines that publication is advantageous to the City.

Direct notice shall also be provided to vendors on the bidders' list and others who request it.

C. Submission of sealed bids. Bids shall be submitted to the City Clerk (or as specified) either (1) in sealed envelopes clearly identified, or (2) electronically through the city's e-procurement system. Late or misdelivered bids shall be returned or rejected unopened; electronic submissions shall follow system time-stamp controls.

D. Public opening and tabulation. Bids shall be opened publicly at the noticed time and place. A tabulation shall be made available for public inspection for not less than thirty calendar days.

E. Award. The City Council shall award to the lowest responsive and responsible bidder or as otherwise authorized by this chapter. Bid security, performance, and payment bonds may be required as specified.

F. Tie bids; rejection; other procedures. As provided elsewhere in this chapter.

1.54.315 Best-value awards and reverse auctions.

A. Best-value awards. For purchases of supplies, equipment, or general services under Sections 1.54.310 or 1.54.320, the Purchasing Officer may recommend award on a best-value basis rather than to the lowest responsive and responsible bidder, provided that:

1. The solicitation clearly states that award will be made on a best-value basis and identifies the evaluation criteria and their relative weights;

2. The evaluation criteria may include unit cost, total cost of ownership, operating efficiency, quality and warranty, compatibility with existing City systems, maintenance costs, past performance, contractor experience and responsibility, delivery schedule, and other factors reasonably related to the City's interests;

3. Price or cost shall be a weighted evaluation factor; and

4. The Purchasing Officer prepares and retains a written evaluation summary documenting the basis for the award recommendation.

B. Reverse auctions. The Purchasing Officer may conduct a reverse auction for commodities or other items suitable for such a method, provided that:

1. All participants are pre-qualified under a publicly issued solicitation;

2. The auction is conducted through the City's e-procurement system or an approved third-party platform with a documented audit trail; and

3. Award is made to the lowest responsive and responsible bidder at close of the auction, or on a best-value basis consistent with subsection (A) if so stated in the solicitation.

C. Reverse auctions shall not be used for public projects, professional services, or any procurement where prohibited by the terms of the funding source.

D. This Section does not apply to Public Works procurements governed by Sections 1.54.410 through 1.54.495.

E. Best-value award methods shall not be used where State law, Federal law, or the terms of the funding source require award to the lowest responsive and responsible bidder. For federally funded sealed bidding under 2 CFR § 200.320, award shall be to the lowest responsive and responsible bidder unless competitive proposals are used.

1.54.320 Informal bidding procedures for city purchases of supplies, equipment, and general services exceeding three thousand dollars up to and including fifty thousand dollars.

Purchases under this Section are subject to Section 1.54.165 (Anti-splitting).

Purchases of supplies, equipment, and general services with a purchase price or estimated value greater than $3,000 and up to and including $50,000 (other than professional services governed by Section 1.54.350, or those governed by Sections 1.54.410 through 1.54.495) may be made using the informal bidding procedures of this Section in lieu of the formal bidding procedures of Section 1.54.310.

A. Approvals. A department manager's approved requisition authorizes use of the informal procedures for any purchase over $3,000 up to and including $25,000. For purchases greater than $25,000 and up to $50,000, the written approval of the Director of Administrative Services is also required prior to award.

B. Quotations. The Purchasing Officer shall obtain at least three written quotations (email quotes acceptable) from vendors in the open market. Where reasonable, at least one quote should be solicited from a local business. Records shall be kept for not less than three (3) years after final payment, grant closeout, or project closeout, or longer as required by the City's records retention schedule or a funding source.

C. Award. Subject to Section 1.54.315, award shall be to the vendor offering best value to the city considering price, quality, durability, delivery, service, standardization, and other relevant factors. Where state law, federal law, or the terms of the funding source requires award to the lowest responsive and responsible bidder, award shall be made on that basis.

1.54.330 Open market purchases without formal or informal bidding for amounts of three thousand dollars or less.

Purchases of $3,000 or less are exempt from formal and informal bidding. The Purchasing Officer or requesting department shall seek reasonable pricing commensurate with the purchase. At a minimum, the Purchasing Officer or requesting department shall make a documented price check or obtain informal quotes where practicable, and shall retain documentation in the procurement file consistent with administrative policy and the City's records retention schedule.

1.54.340 Local business credit.

A. Rule. In determining the lowest responsive and responsible bidder under Section 1.54.310 or the most advantageous vendor under Section 1.54.320, a bid evaluation credit of five percent (5%) of the bid price or quotation shall be applied to a local business that meets the eligibility

requirements of this Section, provided that the solicitation expressly states the credit is available. The credit shall be applied for purposes of evaluation only and shall not reduce the contract price payable to the awarded local business. The City Council may, by resolution, set a lower fixed percentage applicable to all subsequent solicitations.

B. Cap. The local business credit shall not apply to purchases or projects with a total estimated value exceeding $250,000. The credit, when applied, shall not exceed five percent (5%) of the bid price or quotation.

C. Exclusions. The local business credit shall not apply:

1. To public works as defined by state law;

2. To procurements funded in whole or in part by any source where the funding source restricts geographic preferences, including federal awards governed by 2 CFR § 200.319, or where application of the credit would be inconsistent with the socioeconomic affirmative steps described in 2 CFR § 200.321; or

3. To any other category identified by administrative policy issued under Section 1.54.110.

D. Certification. A bidder seeking the credit shall complete the City-provided Local Business Certification form. The Purchasing Officer may verify certifications against the City's business license records.

E. Small & Local Business Program. The City Council may by resolution adopt a race- and gender-neutral Small & Local Business Program establishing detailed bid preferences, evaluation points, participation goals, or reporting requirements consistent with applicable law. Such program shall be implemented by administrative policy.

1.54.345 Local subcontracting on larger contracts.

On contracts with an estimated total value of $500,000 or more, the City strongly encourages prime contractors and proposers to make good-faith efforts to subcontract with qualified South Gate businesses where feasible and consistent with the scope of work. Solicitations subject to this Section shall invite proposers to submit a Local Business Participation Plan describing anticipated local subcontracting, outreach to local subcontractors, and unbundling of scopes where appropriate. The Local Business Participation Plan is encouraged but not required, and failure to submit one shall not, by itself, render a bid or proposal nonresponsive. This Section shall not be applied in a manner inconsistent with federal grant requirements or 2 CFR §§ 200.319 and 200.321 and applicable grant terms.

1.54.350 Procedures for professional services.

Selection of architectural and engineering services shall be on demonstrated competence and qualifications; other consultants may be selected on a best-value basis.

Architectural, engineering, environmental, and construction-related professional services for public projects shall not be retained through cooperative procurement contracts. For other professional services, cooperative purchasing or piggybacking under Section 1.54.510(C) is permitted, subject to the certifications required by that Section. The City may establish on-call or master service agreements for recurring professional services needs in accordance with Section 1.54.355.

A. The procedures of Sections 1.54.310 through 1.54.330 do not apply to professional services. The Director of Administrative Services shall maintain, within the Administrative Purchasing

Policies and Procedures issued under Section 1.54.110(F), the procedures governing professional services contracts, including thresholds, solicitation methods, evaluation criteria, approval routing, standard contract forms, and negotiation authority. The standard contract forms and the Contract Negotiation Authority Matrix are issued under this subsection.

B. Qualifications-based selection shall be used as required by state law. For professional services not subject to qualifications-based selection, competitive proposals should be used where practicable, especially above the threshold in Section 1.54.220(C) ($50,000). Sole-source awards require written justification consistent with Section 1.54.510(B).

C. For funded projects subject to outside procurement rules, those rules govern in addition to this chapter.

D. Award authority for professional services contracts.

1. Professional services contracts with a total expected value of $100,000 or less may be awarded by the City Manager (or designee) following the qualifications-based or best-value selection process in the Administrative Purchasing Policies and Procedures.

2. Professional services contracts with a total expected value greater than $100,000 shall be awarded by the City Council upon recommendation of the City Manager.

3. Notwithstanding subsection (D)(1), any professional services contract or task order for design or construction management of a public project funded in whole or in part from sources requiring Council action shall be awarded or authorized by the City Council regardless of dollar amount, including a task order issued under Section 1.54.355.

E. Execution. Professional services contracts, task orders, and amendments authorized under this Section shall be executed by the City Manager or designee.

Purchases under this Section are subject to Section 1.54.165 (Anti-splitting).

1.54.355 On-call and master service agreements for professional services.

A. Authority. The City may enter into on-call or master service agreements with one or more professional services providers for recurring or anticipated needs that cannot be precisely scoped at the time of award. Each such agreement shall be procured through the qualifications-based or competitive process required for professional services under Section 1.54.220 and Section 1.54.350, using a publicly issued solicitation that identifies the scope categories, the agreement term, and the aggregate cap. Master service agreements with an aggregate cap exceeding $100,000 shall be awarded by the City Council under Section 1.54.350(D)(2); master service agreements with an aggregate cap of $100,000 or less may be awarded by the City Manager (or designee) under Section 1.54.350(D)(1).

B. Term. The initial term of an on-call or master service agreement shall not exceed three (3) years, with up to two (2) one-year extensions exercisable by the City Manager based on performance.

C. Aggregate cap. The solicitation shall state an aggregate cap representing the maximum cumulative value of task orders that may be issued under the agreement. The aggregate cap shall be set forth in the solicitation and approved at award in accordance with subsection (A) and may not be increased without further approval consistent with subsection (A).

D. Task orders. Individual task orders issued against the agreement are issued on the task order form prescribed by the Administrative Purchasing Policies and Procedures, incorporate

the terms of the master agreement, shall be authorized in writing, shall identify the scope, schedule, and not-to-exceed price, shall be tracked cumulatively against the approved aggregate cap, and shall be approved as follows:

1. Task orders may be authorized by the City Manager (or designee) up to the remaining approved aggregate cap, subject to paragraphs (2) and (3).

2. No individual task order with a not-to-exceed price greater than $250,000 may be issued without City Council approval.

3. No task order may be issued that would cause the cumulative value of all task orders to exceed the approved aggregate cap. Increases to the aggregate cap require approval under subsection (A): if the increased aggregate cap exceeds $100,000, City Council approval is required; if the increased aggregate cap remains at or below $100,000, the City Manager (or designee) may approve the increase.

E. Multiple providers. Where more than one provider is awarded, the City shall use a documented method (rotation, qualifications-based mini-competition, or other reasonable method) to allocate task orders among providers.

1.54.365 Bid Protests.

A bidder or proposer may submit a written protest of an award or intended award in the manner and within the timeframes set forth in the Administrative Purchasing Policies and Procedures issued by the Director of Administrative Services under Section 1.54.110(F). At a minimum, the protest shall identify the solicitation or award at issue, state the specific grounds for protest, and include all supporting facts and documentation. Protests shall be directed to the Purchasing Officer (or designee) for an initial determination. A protestor may appeal an adverse determination to the City Manager, whose decision shall constitute the City's final administrative action. Nothing in this section creates a private right of action or limits the City's discretion where permitted by law.

1.54.370 Procurement During a Proclaimed Emergency or Disaster.

A. Purpose. To provide expedited, compliant procurement during a proclaimed local, state, or federal emergency, or when a public exigency or emergency will not permit delay from competitive procedures. For purposes of this Section, "proclaimed emergency or disaster" means a local emergency proclaimed pursuant to California Government Code § 8630 and Chapter 7.14 of this Code, a state of emergency proclaimed by the Governor pursuant to Government Code § 8625, or a federal disaster or emergency declared by the President pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The operational mechanisms in subsection (D) are available only during a proclaimed emergency or disaster, and that authority is coextensive with the duration of the proclamation or declaration and terminates upon its expiration or rescission. The remaining subsections of this Section apply both during a proclaimed emergency or disaster and where a public exigency or emergency will not permit the delay resulting from competitive solicitation. Before a proclamation is issued, the City Manager may exercise the authority delegated in subsection (B) subject to the written findings required by subsection (B)(1) and the reporting required by subsection (B)(2), and a Department Director or the Director of Administrative Services may authorize a procurement within the limits of subsection (C) only with the prior concurrence of the City Manager.

B. Statutory Authority and Council Delegation. This Section is enacted pursuant to Public Contract Code § 22050. By adoption of this Chapter by a four-fifths vote, as required by Public Contract Code § 22050(b)(1), the City Council delegates to the City Manager the authority to order any action specified in Public Contract Code § 22050(a)(1), including the repair or replacement of public facilities, the procurement of equipment, services, and supplies necessary to respond to an emergency, and any directly related and immediate action required by that emergency, without giving notice for bids to let contracts.

1. Findings Required. Before exercising authority under this subsection, the City Manager (or designee) shall make a written finding, supported by substantial evidence, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

2. Initial Council Review. The City Manager shall report the emergency action to the City Council not later than seven (7) days after the action, or at the next regularly scheduled City Council meeting if that meeting will occur not later than fourteen (14) days after the action, as required by Public Contract Code § 22050(c)(2). The report shall state the reasons justifying why the emergency would not permit a delay from competitive solicitation and why the action was necessary.

3. Continuing Council Review. After the initial review under paragraph (2), the City Council shall review the emergency action at each subsequent regularly scheduled meeting until the action is terminated, and shall determine by a four-fifths vote whether there is a need to continue the action. If the City Council meets weekly, it may, after the initial review, review the emergency action every fourteen (14) days as authorized by Public Contract Code § 22050(c)(2).

4. Termination. The City Manager may terminate emergency action under this subsection at any time. Consistent with Public Contract Code § 22050(c)(2), no further Council review under paragraph (3) is required with respect to an action terminated before the City Council has reviewed that action and made a determination on the need to continue it.

5. Scope of the statutory delegation; other emergency purchasing. The delegation made by this subsection is the authority described in Public Contract Code § 22050(a)(1), which reaches the repair or replacement of a public facility, action directly related to and immediately required by the emergency, and the equipment, services, and supplies necessary for those purposes. Procurement of other goods and services needed to respond to an emergency, including sheltering, mass care, food and water, transportation, communications, and continuity of City operations, is not made under Public Contract Code § 22050. That procurement is authorized by the City's general purchasing authority under Government Code §§ 37100 through 37103 and 54201 through 54205 and by the City's emergency organization provisions, is exempt from formal and informal bidding under Section 1.54.510(D), and is subject to the routing in subsection (C) and the competition, documentation, and reporting requirements of subsections (E) and (F). The findings requirement in paragraph (1) and the four-fifths review requirements in paragraphs (2) and (3) apply only to action taken under Public Contract Code § 22050.

C. Approval Authority During Emergencies. This subsection does not delegate authority under Public Contract Code § 22050. It establishes the internal approval routing by which the authority delegated to the City Manager under subsection (B) is exercised within the organization, and the City Manager remains accountable to the City Council for all action taken under that delegated authority. Subject to the foregoing, during a proclaimed emergency or disaster, or where a public exigency or emergency will not permit delay, procurement decisions under

subsection (B) and under the general emergency purchasing authority described in subsection (B)(5) are routed as follows, notwithstanding the dollar thresholds otherwise applicable under this Chapter:

1. Department Director or designee: up to and including $25,000 per procurement;

2. Director of Administrative Services or designee: up to and including $100,000 per procurement;

3. City Manager or designee: up to and including $500,000 per procurement; and

4. City Council: any procurement greater than $500,000, except where the City Manager makes a written determination that the emergency does not permit delay for Council action, in which case the City Manager may proceed under subsection (B) and report to Council pursuant to subsection (B)(2).

All procurements made under this subsection shall be reported and, where applicable, ratified by the City Council within the time required by subsection (B)(2) and Public Contract Code § 22050(c)(2), and otherwise at the next regularly scheduled meeting after the procurement is made. Notwithstanding Section 1.54.140(A), a procurement authorized under this Section may be made without a sufficient unencumbered appropriation where the emergency or exigency does not permit delay, provided that the Director of Administrative Services identifies the intended funding source and presents a budget amendment to the City Council at the meeting at which the procurement is reported.

D. Operational Mechanisms During Emergencies. During a proclaimed emergency or disaster, and notwithstanding any other provision of this Chapter, the Director of Administrative Services may authorize the following operational mechanisms to expedite procurement:

1. Elevated procurement card transaction and monthly limits for designated cardholders, subject to the Administrative Purchasing Policies and Procedures.

2. Advance payments to vendors where required to secure necessary equipment, services, or supplies, subject to written documentation of the circumstances and reasonableness.

3. Use of pre-screened cooperative purchasing agreements with abbreviated certification under Section 1.54.510(C), provided that full certification is completed within thirty (30) days after the procurement.

4. After-hours and electronic-signature execution of contracts and purchase orders, with the same legal effect as in-person execution during business hours.

5. Such other operational mechanisms as the Director of Administrative Services determines are necessary to expedite procurement, consistent with applicable law and funding-source requirements.

E. Competition to the Maximum Extent Practicable. When time allows, the City will seek at least three (3) quotes or proposals using electronic means. When not practicable, the Purchasing Officer shall document the circumstances and the basis for the selection and price reasonableness.

F. Documentation & Posting. The Purchasing Officer shall ensure documentation of the emergency circumstances, vendor selection, price reasonableness, and any noncompetitive justification. Emergency awards shall be presented to the City Council on the schedule required by subsection (B)(2), and posted to the City's website as soon as practicable.

G. Federal Requirements. For federally funded procurements, the City shall follow 2 CFR 200, applicable agency guidance, and any grant-specific terms, including domestic preferences, contract clauses, and debarment checks.

H. Duration. Emergency procedures are limited to the period reasonably necessary to address the emergency. Routine or long-term needs shall transition back to standard competitive methods.

I. Labor Costs and FEMA Reimbursement. Procurement of supplies, equipment, and services under this Section is distinct from authorization of City personnel labor costs (including overtime, premium pay, and compensatory time) incurred during an emergency response. Eligibility of labor costs for reimbursement under the FEMA Public Assistance Program or other federal disaster assistance programs depends on the City's pre-disaster written labor policy, which is established outside this Chapter. Departments incurring labor costs that may be subject to federal reimbursement shall coordinate with the Director of Administrative Services and the Director of Human Resources to ensure documentation and timekeeping practices support reimbursement.

1.54.410 Adoption of Uniform Construction Cost Accounting Act's accounting procedures.

Public Works procurements shall follow Sections 1.54.410 through 1.54.495; the general purchasing procedures in Sections 1.54.310 through 1.54.330 apply only where expressly referenced in Sections 1.54.410 through 1.54.495.

The City reaffirms its election to utilize the alternative bidding methods authorized by the Uniform Public Construction Cost Accounting Act (UPCCAA) for public projects as defined in Public Contract Code § 22002, including use of informal bidding under PCC § 22032 and force account/negotiated contracts under PCC § 22032(a). Maintenance contracts that are not public projects within the meaning of Public Contract Code § 22002 are procured under Section 1.54.486 of this Chapter.

1.54.420 Duties and responsibilities of Public Works Director.

The Public Works Director is authorized to prepare plans and specifications, invite bids, manage bidding, recommend/award within authority, secure required contractor documents, and delegate duties. Electronic advertising and receipt of bids may be used where authorized.

1.54.430 Lists of qualified contractors and construction trade journals.

A. The Public Works Director shall maintain, and keep current:

1. A list of qualified contractors eligible to submit bids on informal contracts, organized by category of work and consistent with criteria established by the California Uniform Construction Cost Accounting Commission under Public Contract Code § 22034; and

2. A current list of construction trade journals identified by that Commission under Public Contract Code § 22036.

B. Notices of formal and informal bidding under Sections 1.54.440 and 1.54.450 shall be distributed using these lists as required by state law.

C. Pre-qualification under PCC § 20101. Public Contract Code § 20101 authorizes pre-qualification of prospective bidders but does not itself establish a dollar floor. As a matter of City

policy, for public works projects expected to exceed $1,000,000, the Public Works Director may require pre-qualification of bidders pursuant to Public Contract Code § 20101 prior to bid opening. Pre-qualification may also be required on projects below that amount where the Public Works Director determines it is warranted by project complexity or risk. Pre-qualification shall use a uniform questionnaire and rating system adopted by the City and shall provide a process for appeal of disqualification consistent with state law. Only pre-qualified bidders shall be permitted to submit bids on the project.

1.54.440 Formal bidding procedures for contracts in excess of the state informal bidding threshold pertaining to public projects and certain other construction-related activities.

A. Notice inviting bids shall: (1) be published in a newspaper of general circulation at least fourteen (14) calendar days before the date of bid opening; (2) be sent by mail or electronically (fax or email) to all construction trade journals identified by the California Uniform Construction Cost Accounting Commission under Public Contract Code § 22036 at least fifteen (15) calendar days before the date of bid opening; (3) be sent to all contractors on the qualified contractors list for the category of work to be bid (Section 1.54.430(A)(1)); and (4) may also be posted on the City's website or e-procurement portal. If state law modifies required notice periods or methods, state law controls.

B. Bids shall be opened publicly by the city clerk at the noticed time and place (physical or electronic). Unless all bids are rejected, award shall be recommended to the lowest responsive and responsible bidder for City Council action.

C. Contracts shall be executed by authority delegated by the City Council.

1.54.450 Informal bidding procedures for contracts at or below the state informal bidding threshold pertaining to public projects and certain other construction-related activities.

A. Notice. The Public Works Director shall provide notice inviting informal bids not less than ten (10) calendar days before bids are due, mailed or emailed to all contractors on the qualified contractors list for the category of work to be bid (Section 1.54.430(A)(1)) and to the construction trade journals designated by the California Uniform Construction Cost Accounting Commission for Los Angeles County (Section 1.54.430(A)(2)). Notices shall also be posted on the City website or e-procurement portal.

B. Notice Content. The notice shall describe the project in general terms, indicate where more detailed information may be obtained, and state the time and place for submission of bids.

C. Award. The Public Works Director (or designee) may award contracts to the lowest responsive and responsible bidder. Execution shall be by the City Manager or designee.

D. Award When All Bids Exceed Threshold. If all bids received exceed the state informal bidding threshold under Public Contract Code § 22032(b), the City Council may, by adoption of a resolution by a four-fifths vote, award the contract at no more than $235,000 (or such other amount as is set by Public Contract Code § 22034(d) as it may be amended) to the lowest responsive and responsible bidder, provided the Council determines the cost estimate was reasonable.

E. Re-bid; Rejection. The Public Works Director may reject all bids and re-solicit, or use the formal procedures of Section 1.54.440, when in the City's best interest.

Informal bids shall use the City's current contractor list(s) and trade journals consistent with Public Contract Code §22034 and City policy.

1.54.460 Performance of contracts at or below the state force-account/negotiated threshold pertaining to public projects and certain other construction-related activities.

The Public Works Director may perform eligible work by force account, by purchase order under Sections 1.54.110–1.54.230, or by negotiated contract executed by the City Manager or designee.

1.54.467 Design-build and progressive design-build delivery.

A. Authority. The Public Works Director, with City Council approval, may procure public projects using design-build delivery in accordance with Public Contract Code § 22160 et seq., or progressive design-build delivery in accordance with Public Contract Code § 22170 et seq. or § 22185 et seq., in each case only for projects that are eligible under the applicable chapter and only while that authority remains in effect. Eligibility is determined by state law, which limits each delivery method by the type of local agency, the type of project, the project cost, the number of projects, and the term of the authorization, and which imposes reporting obligations on agencies that use these methods. The Administrative Purchasing Policies and Procedures shall state the eligibility criteria, cost thresholds, project limits, reporting obligations, and expiration dates then in effect under state law, and shall be updated as state law changes. No solicitation shall be issued under this Section until the Public Works Director, in consultation with the City Attorney, has confirmed in writing that the project is eligible under the applicable chapter.

B. Findings. Prior to issuing a solicitation under this Section, the Public Works Director shall prepare written findings supporting use of the alternative delivery method, including consideration of project complexity, schedule constraints, opportunities for design innovation, and total cost. The findings shall be presented to the City Council for approval prior to issuance of the solicitation. The City Council approval required by subsection (A) is given by approving the findings under this subsection, and a further approval is required at award under subsection (D).

C. Procurement procedures. Solicitations under this Section shall follow the procedures of Public Contract Code § 22160 et seq., § 22170 et seq., or § 22185 et seq., as applicable, including best-value or qualifications-based selection as applicable, public notice, prequalification of design-build entities, the standard organizational conflict-of-interest guidelines required by those chapters, any skilled and trained workforce requirement imposed by the applicable chapter, and statutory reporting. Where more than one chapter would authorize the project, the Administrative Purchasing Policies and Procedures shall identify the pathway selected and the reason for the selection. Sections 1.54.440 and 1.54.450 do not apply to design-build procurements under this Section, and Section 1.54.475 applies only as to the City's authority to reject any and all bids.

D. Council award. Award shall be recommended by the Public Works Director to the City Council for approval. The contract shall be executed by the City Manager or designee.

E. Federal funding. Where federal funds are used, design-build and progressive design-build procurements shall additionally comply with 2 CFR 200 and any awarding-agency requirements.

1.54.470 Exceptions to bidding requirements for public projects, maintenance work, and similar construction-related activities in case of emergencies.

Emergency public works contracting is governed by Public Contract Code § 22050 and shall be conducted in accordance with all provisions of Section 1.54.370 (Procurement During a Proclaimed Emergency or Disaster), including the statutory authority and Council delegation, approval thresholds, operational mechanisms, documentation, ratification, and federal grant compliance provisions of that Section. Sections 1.54.440, 1.54.450, 1.54.460, and 1.54.467 do not apply to emergency public works contracts entered into under this Section.

1.54.475 Rejection of bids.

The City may reject any and all bids. If, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the City, the City intends to declare the project can be performed by force account, the City shall furnish written notice to the apparent low bidder of its intention to reject the bid, mailed at least two (2) business days before the hearing at which the City intends to reject the bid, as required by Public Contract Code § 22038. After re-evaluating its cost estimates, the City may: (1) abandon the project or re-advertise for bids; or (2) by passage of a four-fifths vote of the City Council, declare that the project can be performed more economically by City employees and have the project done by force account.

1.54.480 Tie bids.

Tie-bid procedures shall be as authorized by state law.

1.54.485 Performance of public projects and maintenance work when no bids are received.

If no bids are received under formal or informal procedures, the City may perform the work by force account or by negotiated contract consistent with this chapter.

1.54.486 Procedures for entering into maintenance contracts where no public bidding is required.

Where the City proposes to enter into a contract for maintenance work within the meaning of Public Contract Code § 22002(d) that does not constitute a public project under Public Contract Code § 22002(c), the Public Works Director shall use one of the following procedures:

A. Contracts of $3,000 or less. The Public Works Director or designee may procure the work directly from a qualified provider with documented price reasonableness and without competitive bidding. Documentation shall be retained in the procurement file consistent with administrative policy and the City's records retention schedule.

B. Contracts greater than $3,000 and up to $50,000. The Public Works Director or designee shall contact at least three (3) qualified maintenance providers in person, by telephone, by electronic mail, or through the City's e-procurement portal, and obtain qualifications and pricing information. Award shall be on a best-value basis considering qualifications, price, and other relevant criteria.

C. Contracts greater than $50,000. The Public Works Director or designee shall issue a formal Request for Proposals describing the scope, qualification requirements, and proposal submission instructions. The RFP shall be posted to the City's website or e-procurement portal at least fourteen (14) calendar days before the proposal due date, and may also be published or

distributed by other means reasonably likely to produce an adequate response. Award shall be recommended to the City Council, which may accept or reject any proposal.

D. Alternative bidding. The Public Works Director may elect to procure maintenance work using the formal or informal bidding procedures of Sections 1.54.440 or 1.54.450. An election under this subsection changes the solicitation method only and does not change the approval authority established by subsections (A) through (C).

1.54.490 Bid bonds, performance bonds, and payment bonds.

The thresholds in this Section apply to public works contracts under Sections 1.54.410 through 1.54.486 and are independent of the general purchasing thresholds in Sections 1.54.310 through 1.54.330.

A. Bid security may be required by the Public Works Director as specified in the notice inviting bids for any contract under Sections 1.54.440 or 1.54.450. Bid security shall be returned to unsuccessful bidders; a successful bidder who fails or refuses to execute the awarded contract within twenty (20) days after notice of award shall forfeit its bid security, unless the delay is attributable to the City.

B. Payment Bond. As required by California Civil Code § 9550, the Public Works Director shall require a payment bond for any public works contract exceeding the threshold set by that statute, in an amount equal to one hundred percent (100%) of the contract amount. The City's call for bids shall state this requirement.

C. Performance Bond. For contracts equal to or greater than $100,000, the Public Works Director shall require a performance bond in an amount equal to one hundred percent (100%) of the contract amount. For contracts less than $100,000, the Public Works Director may require a performance bond in such amount as he or she determines reasonably necessary to protect the City's interests.

1.54.495 Prevailing wage; DIR registration; labor compliance.

All public works and applicable maintenance contracts under this Chapter shall comply with California Labor Code §§ 1720 et seq. and implementing regulations of the California Department of Industrial Relations (DIR), including the following:

A. Prevailing Wage. Pursuant to Labor Code § 1771, all workers employed on public works projects subject to that section, including covered maintenance work performed under contract, shall be paid not less than the general prevailing rate of per diem wages established by the Director of the DIR. The Public Works Director shall include the applicable prevailing wage determinations in the solicitation and contract documents for each covered project.

B. DIR Registration. Pursuant to Labor Code § 1771.1, all contractors and subcontractors bidding on, being listed in a bid proposal for, awarded, or performing work on public works projects shall be currently registered with the DIR and qualified to perform public work, except as exempted by Labor Code §§ 1725.5 and 1771.1(n).

C. Project Registration. The Public Works Director shall register each applicable public works project with the DIR within thirty (30) days of contract award, but in no event later than the first day workers are employed on the project, as required by Labor Code § 1773.3.

D. Certified Payroll. Contractors and subcontractors shall furnish certified payroll records to the Labor Commissioner as required by Labor Code § 1776 and § 1771.4.

E. Notice. The City's call for bids and contract documents shall include notice that the project is subject to compliance monitoring and enforcement by the DIR.

1.54.510 Exemptions from formal and informal bidding procedures.

A. General. Use of any exemption under this Section shall be documented in writing in the procurement file. For purchases funded by restricted sources, exemptions shall be applied only to the extent permitted by those sources. Available exemptions are listed below.

B. Sole source. A procurement from the only known source capable of providing the required supplies, equipment, or services. The procurement file shall include a written sole-source justification approved by the Purchasing Officer.

C. Cooperative purchasing and piggyback. Prior to utilizing a cooperative purchasing agreement or piggybacking on another public agency's contract, the Purchasing Officer shall certify in writing:

(1) that use of the agreement is in the best interests of the City;

(2) that it is economically advantageous; and

(3) that the original contract was competitively awarded using procedures materially consistent with this Chapter.

The procurement file shall also document price reasonableness, scope and term alignment, and funding-source compatibility. During a proclaimed emergency or disaster, certification under this subsection may be abbreviated as provided in Section 1.54.370(D)(3).

D. Emergency. Procurements made under Section 1.54.370 or Section 1.54.470 are exempt from formal and informal bidding to the extent provided in those Sections.

E. Lack of effective competition. Where the procurement involves supplies, equipment, or services for which there are no reasonably available alternatives in the marketplace (for example, fees for membership in professional organizations, registration for meetings or conventions, public utilities, advertising in identified publications, and proprietary items available only from original-equipment manufacturers or their authorized exclusive distributors). The procurement file shall include a written finding by the Purchasing Officer documenting the lack of effective competition.

F. Impracticability of formal bidding. Where the Director of Administrative Services, with the concurrence of the City Manager, makes a written finding that, given the nature of the supplies, equipment, or services, formal bidding is not likely to result in the lowest cost to the City. The finding shall be retained in the procurement file.

G. Recent competitive pricing. Where the same vendor has, within the preceding twelve (12) months, offered to provide the same supplies, equipment, or services on the same terms, conditions, and prices and that prior offer was the result of a competitive process. The procurement file shall document the prior competitive process and confirm that pricing has not increased.

H. Repair or compatibility components. Where the purchase is for a component for a system or equipment previously acquired by the City and is necessary to repair, maintain, or improve the City's utilization of that system or equipment. The procurement file shall document the existing system or equipment and the need for compatibility.

I. Intergovernmental contracts. Where the purchase of goods or services is made pursuant to a contract with another local, state, or federal governmental entity under authority granted by Government Code §§ 6500 et seq. (Joint Exercise of Powers Act), Government Code §§ 54981 et seq., or other applicable law.

J. Public Project Limitation. This Section does not exempt public projects from bidding requirements under Sections 1.54.410 through 1.54.495 unless an exemption is expressly authorized by state law.

K. Approval Authority. Use of any exemption under this Section shall follow the dollar-level approval routing applicable to the procurement under Sections 1.54.310 through 1.54.330, 1.54.350, 1.54.355, and 1.54.440 through 1.54.495, as provided in Section 1.54.110(B). Procurements exempt under subsection (D) follow the routing in Section 1.54.370(C) instead.

1.54.610 Approval of modifications and change orders.

For purposes of this Section: (a) "cumulative modification value" refers to the aggregate dollar amount of all modifications and change orders to a contract, individually and together; and (b) "revised contract value" refers to the original contract amount plus the cumulative modification value.

A. Contracts may be modified by change order or amendment to add, delete, or revise items, subject to approval routing. Modifications to purchases made under Section 1.54.330 and to maintenance contracts awarded under Section 1.54.486 are approved at the level that would apply to the revised contract value under the Section that governed the original award, and this Section applies to those modifications only as provided in subsections (D) and (F).

B. For public works contracts originally approved under Sections 1.54.440, 1.54.450, 1.54.460, or 1.54.467, the Public Works Director (or designee) may approve change orders, individually or cumulatively, up to the lesser of (i) ten percent (10%) of the original contract amount, or (ii) two hundred fifty thousand dollars ($250,000). Change orders that would cause the cumulative value to exceed those limits require City Council approval, except as provided in subsection (D).

1. Any single change order in excess of fifty thousand dollars ($50,000) shall require the written approval of the Public Works Director, even if within delegated cumulative authority.

2. Cumulative tracking shall be maintained in the procurement file. Each change order shall identify the original contract amount, the cumulative value of prior approved changes, the new change amount, and the resulting revised total.

C. For contracts originally approved under informal purchasing authority (Section 1.54.320), cumulative modifications may be approved by the Director of Administrative Services if the total revised contract value does not exceed the $50,000 upper limit of the informal purchasing range in Section 1.54.320, as that limit may be adjusted under Section 1.54.030(B). Modifications that would cause the total revised contract value to exceed that limit require City Council approval, except as provided in subsection (D). For purchases of supplies, equipment, and general services originally awarded under Section 1.54.310 (formal bidding), modifications follow the same delegated authority structure as subsection (B): the Director of Administrative Services may approve cumulative modifications up to the lesser of ten percent (10%) of the original contract amount or $250,000; any single modification exceeding $50,000 requires the written approval of the Director.

D. Emergency and urgency modifications. The City Manager may approve a modification or change order without prior City Council action when delay would threaten public health or

safety, essential City operations, City property, or compliance with applicable law, subject to written findings supporting the urgency and a report to the City Council at its next regular meeting. Public works emergency modifications shall additionally comply with Section 1.54.370 and Public Contract Code § 22050.

E. Professional services amendments. Amendments to professional services contracts awarded under Section 1.54.350 and task-order amendments under master service agreements awarded under Section 1.54.355 follow the award authority of the underlying contract or task order:

1. Amendments that do not cause the revised contract value or task-order value to exceed the City Manager's award authority under Section 1.54.350(D)(1) or the task-order ceiling under Section 1.54.355(D)(2) may be approved by the City Manager (or designee).

2. Amendments that cause the revised value to exceed those limits, or that increase an approved aggregate cap above $100,000, require City Council approval.

3. For professional services contracts originally awarded by the City Council under Section 1.54.350(D)(2), the City Manager (or designee) may approve cumulative amendments up to the lesser of ten percent (10%) of the original contract amount or $100,000; cumulative amendments exceeding those limits require City Council approval.

F. Insurance and bonds. No modification or change order is effective until required insurance and bonds have been confirmed current and, where the modification increases the contract value or extends the term, conformed to the revised value and term as required by the policy issued under Section 1.54.057.

1.54.710 Purpose of environmentally preferable purchasing policy.

The purpose of Sections 1.54.710 through 1.54.750 is to promote purchase of recycled and environmentally preferable products, minimize environmental impacts of city operations, and support markets for recycled and sustainable products.

1.54.720 Definitions used in environmentally preferable purchasing policy.

A. "Environmentally preferable products" means products that have a lesser or reduced effect on human health and the environment when compared with competing products serving the same purpose, considering raw materials acquisition, production, manufacturing, packaging, distribution, use, reuse, operation, maintenance, and disposal.

B. "Recycled product" means a product containing post-consumer waste, manufacturing scrap, or other recovered materials in amounts meeting or exceeding the minimum content standards adopted by the City Council or by administrative policy.

C. "Practicable" means sufficient in performance and available at a reasonably competitive price compared to non-environmentally preferable alternatives, considering total cost of ownership over the useful life of the product.

D. "Waste prevention" means source reduction practices that reduce the volume or toxicity of products consumed or discarded.

Additional definitions may be adopted by administrative policy.

1.54.730 City department responsibility relative to environmentally preferable purchasing.

All departments shall prioritize EPP, encourage waste prevention and recycling through contracts and purchasing practices, consider lifecycle impacts, specify recycled/environmentally preferable products where practicable, and solicit such products in procurement documents where appropriate.

1.54.740 Waste prevention practices.

City staff are encouraged to reduce resource consumption by considering durability and repairability, performing routine maintenance, duplex printing, electronic information management, and record-retention practices that support this section.

1.54.750 Exemptions and administrative updates to environmentally preferable purchasing standards.

A. Administrative Updates to Environmentally Preferable Purchasing Standards.

The Director of Administrative Services may, by administrative policy, update and expand environmentally preferable purchasing standards, product categories, and specifications to reflect current best practices, market availability, and total-cost-of-ownership considerations, provided such updates remain consistent with this Chapter and applicable law.

B. Exemptions. Nothing in Sections 1.54.710 through 1.54.750 requires purchase of products that fail to perform for their intended use, exclude adequate competition, or are not available at reasonable prices, terms, or within a reasonable time.

1.54.810 Disposition of obsolete and surplus property.

A. Departments shall submit at least annually a report identifying surplus/obsolete/unserviceable property.

B. With City Manager approval, the Purchasing Officer may sell or exchange such property for best obtainable return (including public auction, trade-in, or competitive sale) or dispose of items with no salvage value.

C. Items with an estimated market value of $10,000 or less may be disposed of administratively under subsection (B). Prior to the disposition of any item with an estimated market value greater than $10,000, the Purchasing Officer shall report to the City Council describing the property and the proposed method and terms of disposition, and shall obtain City Council approval.

D. Grant-funded equipment. Disposition of equipment acquired with federal or state grant funds shall comply with the disposition requirements of the grant source (including 2 CFR § 200.313(e) for federal grants), notwithstanding any provision of this Section to the contrary.

E. Information technology equipment. Before disposition, all information technology equipment (including computers, mobile devices, servers, storage media, and any equipment that has stored City data) shall be subject to data sanitization or destruction in accordance with administrative policy and applicable data-protection standards.

F. Vehicles. Disposition of City vehicles shall include transfer of title through the California Department of Motor Vehicles consistent with applicable law.

G. Public-safety-sensitive items. Items with public-safety sensitivity (including but not limited to police uniforms with City insignia, badges, body armor, weapons, evidence-handling equipment, and similar items) shall not be sold to the general public. The Chief of Police shall determine the appropriate disposition method.

H. Restriction on employee purchases. No City elected official, appointed official, board or commission member, officer, employee, or member of their immediate family (as defined in Section 1.54.055) may purchase surplus property of the City except through a public auction or competitive sale that is open to the general public on the same terms.

I. Items sold shall be paid for in cash, certified check, electronic payment, or other immediately available funds payable to the City. Proceeds shall be deposited and recorded as provided by administrative policy.

J. The Purchasing Officer is authorized, with the approval of the City Manager, to execute bills of sale and other documents evidencing transfer of title.

1.54.990 Severability.

If any provision of this Chapter is held invalid, the remainder shall remain in full force and effect.

Change Map — SGMC Chapter 1.54

Current Ordinance vs. Proposed Ordinance

What Changed and What It Means

This change map summarizes how the revised Chapter 1.54 differs from the existing ordinance. It is a summary and not a substitute for the ordinance text. Attachment 2 (Exhibit A) controls, and all section references are to that draft.

Rows are grouped into four functional areas for readability: Modernization and Competition; Public Works, CIP Delivery, and Professional Services; Emergency and Disaster Procurement; and Execution, Standards, and Roles. Two points apply throughout. Because the Ordinance delegates emergency contracting authority to the City Manager under Public Contract Code § 22050(b)(1), adoption requires a four-fifths vote of the City Council.

Modernization and Competition

Topic	Current Ordinance	Proposed Ordinance	What it means
Thresholds: goods and general services	Open market under $2,000; informal bidding $2,000 to $50,000 (department manager to $5,000, Director of Finance above that); formal bidding above $50,000.	Open-market ceiling raised to $3,000 (§ 1.54.330). Informal range becomes $3,000 to $50,000, with department manager authority to $25,000 and written Director of Administrative Services approval required prior to award from $25,000 to $50,000 (§ 1.54.320). The $50,000 formal-bid threshold is unchanged and may be changed only by ordinance.	Less paperwork at the bottom tier. Director approval at award rather than at requisition may shorten processing on $25,000 to $50,000 purchases.
Best-value awards and reverse auctions	Award generally to the lowest responsible bidder or vendor. Reverse auctions not addressed.	New § 1.54.315 authorizes best-value award for supplies, equipment, and general services, subject to disclosed criteria and weights, price as a weighted factor, and a written evaluation summary. Reverse auctions are permitted for suitable commodities. Neither applies to public works, and best value is unavailable where state law, federal law, or the funding source requires award to the lowest responsible bidder.	A defensible best-value path with guardrails. Price cannot be dropped from the evaluation, and federal sealed bidding is protected.

Topic	Current Ordinance	Proposed Ordinance	What it means
Public notice and e-procurement	Newspaper publication is the default notice method; electronic methods not codified.	The City website or e-procurement portal becomes the default for notices and electronic sealed bids, with a 14-calendar-day posting period (§§ 1.54.110(C), 1.54.310(B), 1.54.486(C)). Electronic signatures are expressly authorized (§ 1.54.110(D)). Newspaper notice is retained where state law requires it or where the Purchasing Officer determines it is advantageous to the City.	Post to the portal and run the 14-day clock from posting. Outside public works, newspaper notice becomes the exception rather than the rule.
Federal grant compliance	Not addressed in the chapter.	§ 1.54.050(B) adopts the 2 CFR §§ 200.317 through 200.327 procurement standards, covering federal methods and thresholds, full and open competition, required Appendix II contract clauses, cost or price analysis, and conflicts of interest. Davis-Bacon applies to federally funded prime construction contracts above $2,000 only when the program legislation or award terms require it. The 2 CFR § 200.321 affirmative steps are stated as encouraged, not required. Whichever of the federal rule or this Chapter is more restrictive controls.	Federally funded files need the federal clauses and documentation, and the local business credit may have to be suspended. Staff apply the more restrictive rule rather than assuming federal rules displace the Chapter.
Recurring expense exemption	§ 1.54.210 exempts utilities, leases, subscriptions, and similar recurring items from centralized purchasing. Renewal treatment not addressed.	§ 1.54.210 sets out thirteen lettered exemption categories (A through M) and clarifies that the exemption reaches payments under an existing authorized contract. A new contract, a renewal creating a new term, or a material increase in price or scope is procured under this Chapter.	Routine installments stay exempt. Renewals with new terms or material price increases are competitively procured.

Topic	Current Ordinance	Proposed Ordinance	What it means
Anti-splitting (new)	Not addressed in the ordinance.	New § 1.54.165 bars splitting purchases to evade thresholds and requires aggregation of substantially similar fiscal-year needs. Division into separate lots is permitted where it would expand small business, minority and women's business enterprise, labor surplus area, or qualified local participation, with the rationale documented (2 CFR § 200.321(b)(3)).	Related recurring needs count as one procurement. Deliberate unbundling to expand participation is allowed if the reasoning is in the file.
Local business credit	§ 1.54.340 allows up to 5% credit on purchases and projects not exceeding $300,000, applied at the Purchasing Officer's discretion.	The credit becomes a fixed five percent, applied for evaluation only and not reducing the price payable, with the ceiling lowered to $250,000. Public works and funding sources that restrict geographic preferences are excluded. The Council may set a lower percentage or adopt a Small and Local Business Program by resolution (§ 1.54.340(E)). The § 1.54.020 definition limits the sales-tax point-of-sale test to retail businesses.	Predictable application reduces bidder disputes. Service firms with City addresses qualify without a sales tax designation, and the awarded contract price does not change.
Local subcontracting on larger contracts (new)	Not addressed.	New § 1.54.345 encourages, without requiring, prime contractors on contracts of $500,000 or more to subcontract with qualified South Gate businesses. Solicitations invite a Local Business Participation Plan, and failure to submit one does not render a bid nonresponsive.	Voluntary, so it creates no responsiveness trap, and federal grant compliance is preserved.
Annual inflation adjustment (new)	Thresholds erode with inflation over time; the prior $2,000 open-market	New § 1.54.030(B) authorizes an annual Council resolution adjusting thresholds by the GDP Implicit Price Deflator for State and Local	One resolution moves the whole chapter, so the open-market threshold, the informal floor, and the

Topic	Current Ordinance	Proposed Ordinance	What it means
	threshold stood since 2005.	Government Consumption Expenditures, with a zero percent floor and a three percent cap. If adopted, it applies to every dollar amount in the Chapter, rounded to the nearest $1,000, except the $50,000 formal bidding threshold in §§ 1.54.310, 1.54.320, and 1.54.486, which requires an ordinance, and amounts set by state or federal law (§ 1.54.030(A)).	maintenance tier stay aligned automatically. Thresholds never decrease and stay flat in years the Council does not act.
Defined terms and contract forms	Shorter definitions section; contract-form types not defined. The chapter refers to the "Purchasing Supervisor" and the "Director of Finance."	§ 1.54.020 adds defined terms including best value, e-procurement system, electronic sealed bid, reverse auction, sole source, and three purchase order types, and maps the legacy titles forward. Where Director of Administrative Services approval is required in addition to Purchasing Officer action, it must come from the Director personally or from a designee other than the person who authorized the purchase.	Legacy title references resolve without a separate amendment. The separate-designee rule is a segregation-of-duties control that auditors look for.

Public Works, CIP Delivery, and Professional Services

Topic	Current Ordinance	Proposed Ordinance	What it means
Public works and UPCCAA thresholds	§§ 1.54.440 through 1.54.460 codify the March 2013 UPCCAA figures of $45,000 and $175,000.	These sections now refer to the state informal bidding and force-account thresholds rather than fixed figures, applied automatically under § 1.54.030(A) as the Legislature amends them. § 1.54.410 confirms that maintenance work that is not a public project is procured under § 1.54.486.	No ordinance amendment is needed when the state changes thresholds, and the chapter no longer prints figures that go stale. Staff apply the UPCCAA thresholds then in effect, which the Administrative Purchasing Policies and Procedures publish.

Topic	Current Ordinance	Proposed Ordinance	What it means
Public works formal bidding notice	§ 1.54.440 requires newspaper publication and follows UPCCAA procedures generally.	§ 1.54.440(A) codifies the PCC § 22037 timing: newspaper publication at least 14 calendar days before bid opening, trade journals at least 15 calendar days before, and direct notice to the qualified contractors list. State law controls if it modifies the timing.	Deadlines are on the page rather than by cross-reference, and the section stays compliant if the statute changes.
Public works informal bidding rules	§ 1.54.450 references UPCCAA generally; no codified procedural detail.	§ 1.54.450 adds the core PCC § 22034 rules: 10-day notice to the qualified contractors list and trade journals, award by the Public Works Director to the lowest responsible bidder, rebid and rejection authority, and the four-fifths Council option to award above the informal threshold, up to the ceiling set by PCC § 22034(d), when all informal bids exceed that threshold and the cost estimate was reasonable.	Departments can run informal UPCCAA bidding from the chapter without referencing state law.
Design-build and progressive design-build (new)	Not authorized.	New § 1.54.467 authorizes design-build (PCC § 22160 et seq.) and progressive design-build (PCC §§ 22170 and 22185 et seq.) for eligible public projects. The Chapter does not restate the statutory cost floors, project caps, reporting duties, or sunset dates; the Administrative Purchasing Policies and Procedures carry them. The Public Works Director must confirm eligibility in writing with the City Attorney before solicitation, and the Council approves both the findings and the award.	State law limits each pathway by agency type, project type, cost floor, project count, and sunset date, and the limits differ across the three chapters, so eligibility is confirmed project by project. The authority lapses automatically if state law sunsets. Running design and construction concurrently may compress delivery timelines.
Pre-qualification	§ 1.54.430 covers the qualified	§ 1.54.430(C) adds PCC § 20101 pre-qualification and states	The $1,000,000 figure is a City policy trigger, not a

Topic	Current Ordinance	Proposed Ordinance	What it means
of bidders (new)	contractor list for informal bidding. No PCC § 20101 pre-qualification authority.	expressly that the statute sets no dollar floor. As a matter of City policy, pre-qualification may be required above $1,000,000, and below that amount where complexity or risk warrants. Only pre-qualified bidders may submit bids.	statutory floor. Once pre-qualification is required, the questionnaire and appeal timeline must be built into the project schedule.
Rejection of bids: protective notice (new)	§ 1.54.475 permits rejection of bids and force account; no codified notice rule.	§ 1.54.475 adds the PCC § 22038 protective notice: written notice to the apparent low bidder at least two business days before the hearing where the City intends to reject all bids in favor of force account, which still requires a four-fifths vote.	Mandatory protective notice avoids post-rejection bidder challenges.
Bonds: payment bond threshold	§ 1.54.490 requires performance and payment bonds for public works contracts at or above $100,000.	Payment bonds now track the threshold set by Civil Code § 9550 by reference rather than a fixed figure, at 100% of the contract amount. Performance bonds stay at $100,000 as a City policy choice, with discretion to require one below that. The section states that its thresholds are independent of the general purchasing thresholds.	A legal compliance correction. The prior $100,000 payment bond threshold sat above the statutory trigger in Civil Code § 9550, and the section now tracks state law automatically.
Prevailing wage and DIR registration (new)	Not addressed in the chapter, apart from general state-law-controls language.	New § 1.54.495 codifies Labor Code §§ 1720 et seq. compliance by citation: prevailing wage (§ 1771), DIR contractor registration (§ 1771.1), project registration within 30 days of award (§ 1773.3), certified payroll (§§ 1776 and 1771.4), and DIR monitoring notice in the call for bids.	The framework sits in one place. Consistent with the drafting approach used throughout the chapter, the statutory dollar triggers are not restated in the ordinance and are carried in the Administrative Purchasing Policies and Procedures so they do not go stale.

Topic	Current Ordinance	Proposed Ordinance	What it means
Professional services award authority (new)	§ 1.54.350 refers award authority to a separate administrative instruction; the chapter codifies no thresholds.	§ 1.54.350(D) sets award authority at $100,000 or less to the City Manager and above $100,000 to the Council. Any contract or task order for design or construction management of a public project funded from sources requiring Council action goes to the Council regardless of amount. Architectural, engineering, environmental, and construction-related services for public projects may not be procured cooperatively.	Routine specialty consulting on CIP projects can be approved administratively rather than waiting for a Council cycle. Grant and bond-funded design work still goes to the Council, and cooperative contracts are not available for public project design services.
Professional services solicitation threshold	§ 1.54.220 exempts professional services from centralized purchasing; no codified solicitation threshold.	§ 1.54.220(C) requires competitive solicitation of professional services expected to exceed $50,000, with selection on qualifications, experience, and best value. Funding-source rules govern where restricted funds are used.	The two figures do different work: $50,000 is the solicitation trigger and $100,000 the award-authority trigger, so a contract between them is competitively solicited but awarded administratively.
On-call and master service agreements (new)	Not addressed; each engagement procured separately.	New § 1.54.355 authorizes on-call and master service agreements with a three-year initial term, up to two one-year extensions, an aggregate cap stated in the solicitation and tiered to § 1.54.350(D), and task orders tracked cumulatively against that cap. Task orders above $250,000 require Council approval. Multiple-award agreements require a documented allocation method.	Recurring specialty consultants can be placed on master agreements during blue-sky periods, and task orders process faster than separate procurements. The cumulative cap and allocation method are what make the arrangement defensible in audit.
Change-order authority	§ 1.54.610 delegates change-order authority by role and contract size, with a	§ 1.54.610 restructures the rule by contract category. Public works: the Public Works Director may approve change orders up to the lesser of 10% of original or $250,000	A tighter percentage cap, 10% rather than 20%, but a higher absolute ceiling of $250,000. The rules now cover the City's principal

Topic	Current Ordinance	Proposed Ordinance	What it means
	20% or $50,000 test on larger contracts.	cumulative, with single change orders above $50,000 requiring written Director approval and cumulative tracking in the file. Formal-bid goods and services follow a parallel cap, and informal contracts may be modified administratively within the $50,000 range. The City Manager may approve urgency modifications on written findings with a next-meeting report. Professional services amendments follow the underlying award authority. No modification is effective until insurance and bonds are conformed to the revised value and term.	contract categories rather than public works alone, and the insurance conformance gate belongs in the amendment routing.
Maintenance contracts (not public projects)	§ 1.54.486 tiers at $5,000 and $25,000, with newspaper notice and Council award above $25,000.	Tiers realign to the goods and services thresholds: $3,000 or less direct with documented price reasonableness, over $3,000 to $50,000 by three quotes on a best-value basis, and over $50,000 by formal RFP posted to the portal with Council award. § 1.54.486(D) now states that electing UPCCAA procedures changes the solicitation method only, not the approval authority.	Less RFP burden in the $25,000 to $50,000 range. Subsection (D) closes a gap where a UPCCAA election could have been read to shift award authority away from the Council.

Emergency and Disaster Procurement

Topic	Current Ordinance	Proposed Ordinance	What it means
Statutory authority and Council delegation	§ 1.54.470 cites PCC § 22050 for public works emergencies only; § 1.54.510(B) handles general emergency	§ 1.54.370(B) consolidates the PCC § 22050 framework: four-fifths delegation to the City Manager, substantial-evidence findings, initial Council report within 7 days or at the next meeting within 14	One framework for all emergency procurement, with the statutory timing FEMA and the State Controller look for on the page. The four-fifths

Topic	Current Ordinance	Proposed Ordinance	What it means
	purchasing without § 22050 procedural hooks.	days, continuing four-fifths review until termination, and City Manager authority to terminate. Because the delegation is made by this Ordinance, adoption requires a four-fifths vote of the City Council.	adoption requirement belongs in the agenda report and the motion.
Scope of the PCC § 22050 delegation (new)	Emergency purchasing authority is not separated by statutory source.	§ 1.54.370(B)(5) separates PCC § 22050 action, which reaches facility repair and directly related immediate needs, from general emergency purchasing such as sheltering, mass care, transportation, and continuity of operations. The latter rests on Government Code §§ 37100 and 54201 et seq., is exempt from bidding under § 1.54.510(D), and still follows the routing, competition, and documentation rules. Findings and four-fifths review apply only to § 22050 action.	The distinction matters in an after-action audit. Staff should tag each emergency procurement to its authority when it is made rather than reconstructing it later.
Definition of proclaimed emergency (new)	The phrase "emergency" is used but not defined.	§ 1.54.370(A) defines a proclaimed emergency by reference to Government Code §§ 8630 and 8625, SGMC Chapter 7.14, and the Stafford Act, and ends the authority with the proclamation. The operational mechanisms in subsection (D) require an actual proclamation; the other subsections also cover a public exigency that will not permit delay. Before a proclamation issues, department-level authority requires the City Manager's prior concurrence.	Staff know what triggers the authority and when it ends. The pre-proclamation window is the practical gap in most events, and it is now covered.

Topic	Current Ordinance	Proposed Ordinance	What it means
Tiered approval authority during emergencies (new)	No codified emergency thresholds. § 1.54.510(B) requires Finance and City Manager confirmation, with no field-level delegation.	§ 1.54.370(C) routes emergency procurement internally: Department Director $25,000, Director of Administrative Services $100,000, City Manager $500,000, and the Council above that unless the City Manager finds in writing that delay is not permissible. Notwithstanding § 1.54.140(A), a procurement may proceed without an unencumbered appropriation, provided the Director identifies the funding source and brings a budget amendment when the procurement is reported.	EOC Finance and field staff have a clear approval ladder during an activation. The appropriation provision removes the budget block but commits Finance to a budget amendment on the same agenda as the report.
Operational mechanisms (new)	Standard procurement workflows apply during emergencies; no acceleration mechanisms codified.	§ 1.54.370(D) lets the Director of Administrative Services elevate procurement card limits, authorize documented advance payments, invoke cooperative agreements on abbreviated certification with full certification within 30 days, and execute after hours by electronic signature.	Field staff are not blocked by card limits, and out-of-area contractors can mobilize on advance payment. These mechanisms require an actual proclamation.
Emergency competition, documentation, and duration (new)	No codified emergency competition or documentation standard.	§ 1.54.370(E) through (H) require three quotes when time allows; documentation of circumstances, selection, and price reasonableness; Council presentation and website posting of emergency awards; 2 CFR 200 compliance on federally funded buys; and a limit to the period reasonably necessary.	This is what FEMA reviews in a Public Assistance audit. Contemporaneous documentation and posting are the elements most often missing after an event.
FEMA labor cost cross-reference (new)	Labor cost reimbursement issues not addressed.	§ 1.54.370(I) separates procurement from authorization of City personnel labor costs and states that FEMA reimbursement	The labor cost question lives in HR policy. Without that policy in place, overtime may not be

Topic	Current Ordinance	Proposed Ordinance	What it means
		depends on a pre-disaster written labor policy established outside this Chapter, with departments coordinating with Administrative Services and Human Resources on documentation.	reimbursable no matter how well the procurement side is documented.
Emergency public works	§ 1.54.470 references PCC § 22050 procedures, limited to public projects.	§ 1.54.470 becomes a clean cross-reference to all of § 1.54.370, and §§ 1.54.440, 1.54.450, 1.54.460, and 1.54.467 do not apply during emergencies.	One framework citywide, with the ordinary bidding and design-build sections switched off.

Execution, Standards, and Roles

Topic	Current Ordinance	Proposed Ordinance	What it means
Standards of conduct, ethics, and organizational conflicts	Not addressed in the chapter; ethics rules sit in the Personnel Rules and the Government Code. No organizational conflict of interest or debarment language.	§ 1.54.055 codifies conflict-of-interest, gratuity, and disciplinary rules across officials, employees, and agents, and defines "immediate family." Subsection (D) bars a firm that wrote the specifications from bidding that procurement absent written mitigation. Subsection (E) authorizes debarment and suspension. The Section supplements rather than replaces Government Code § 1090, the Political Reform Act, FPPC rules, and 2 CFR § 200.318(c).	Conflicts are screened up front and debarment is formalized, alongside the existing legal regime rather than in place of it.
Non-discrimination	Not addressed in the chapter.	New § 1.54.056 requires non-discrimination language in all City contracts, implemented through standard contract language issued by the Purchasing Officer.	Carried in the templates. Departments using vendor paper should confirm the clause is present.
Funding eligibility	Not addressed. Finance approval of	§ 1.54.140(B) requires the requesting department to certify in	Finance internal controls are protected in audit

Topic	Current Ordinance	Proposed Ordinance	What it means
certification (new)	requisitions can be read in audit responses as an implicit eligibility review.	writing, before requisition approval, that purchases charged to restricted sources comply with eligibility, allowable cost, scope, and use restrictions. Finance verification is limited to unencumbered appropriation and is expressly not a determination of program eligibility or cost allowability. The Administrative Purchasing Policies and Procedures carry the form, triggering funds list, escalation, and retention.	responses, and departments own eligibility on their own projects and grants.
Bid protests	Not addressed in the chapter.	New § 1.54.365 establishes a written protest process with minimum content requirements, initial determination by the Purchasing Officer, and appeal to the City Manager as final administrative action. It creates no private right of action. Deadlines sit in the Administrative Purchasing Policies and Procedures.	A predictable path reduces ad hoc disputes and litigation risk. Because the deadlines are in the manual, the manual must issue before the operative date.
Cooperative and piggyback use	§ 1.54.510 permits piggyback and cooperative purchasing with no certification or documentation requirements.	The Purchasing Officer must now certify best interest of the City, economic advantage, and that the original contract was competitively awarded using materially consistent procedures, with price reasonableness documented. Each exemption carries its own documentation or findings requirement, public projects are expressly not exempted, and exemption use follows the ordinary approval routing.	Certification and a price-reasonableness memo come before piggybacking. Using an exemption does not change who approves the purchase.

Topic	Current Ordinance	Proposed Ordinance	What it means
Insurance, bonds, and risk	§ 1.54.490 governs public works bonds. No general insurance or indemnity section.	New § 1.54.057 places insurance, bonding, indemnity, and risk transfer under an administrative policy that can be updated as joint powers authority guidance evolves. On the face of the code: no execution, notice to proceed, or work before verification; waivers only by the City Manager, the Director of Administrative Services, or the Risk Manager, never a department director; third-party administration permitted without transferring approval authority; and a coverage lapse is a material breach. Public works bonds remain in § 1.54.490.	Two provisions change daily practice: department directors can no longer waive insurance, and verification must occur before notice to proceed. The third-party administrator language supports the certificate management program already underway.
Roles and administrative policy	Role titled "Purchasing Supervisor," appointed by the Director of Finance; procedures split between the chapter and City Manager instructions.	The role becomes "Purchasing Officer," held by the Director of Administrative Services, who issues the Administrative Purchasing Policies and Procedures implementing the Chapter (§ 1.54.110(F)). Acting authority is cleaned up to remove the circular fallback, and electronic signatures are expressly authorized.	Procurement leadership moves to department head level, and the code stays high-level so procedure can be updated without an ordinance amendment. Because so much detail moves to the manual, it must issue and staff be trained before the operative date.
Quick reference for departments (new)	§ 1.54.010 has a section-range outline but no navigation aid oriented to common department questions.	§ 1.54.010 adds a quick-reference table mapping common department needs to the governing section, from a $3,000 purchase through a bid protest.	Analysts can find the right section without reading the chapter through. A usability change rather than a substantive one.
Environmentally preferable purchasing	§§ 1.54.710 through 1.54.750 fix environmentally	New § 1.54.750(A) lets the Director of Administrative Services update standards, product	Standards can be refreshed as markets

Topic	Current Ordinance	Proposed Ordinance	What it means
	preferable purchasing standards in the code text.	categories, and specifications by administrative policy. "Practicable" is defined to consider total cost of ownership, and the performance and availability exemption is preserved.	change rather than by ordinance amendment.
Disposition of surplus property	§ 1.54.810 sets a $1,000 administrative threshold and limits payment to cash, certified check, or money order.	The administrative threshold rises to $10,000, with a Council report and approval required above that. Electronic payment is accepted. New safeguards cover grant-funded equipment (2 CFR § 200.313(e)), IT data sanitization, DMV title transfer, public-safety-sensitive items, and purchases by officials, employees, and their immediate family.	Routine items clear administratively, with real safeguards on the sensitive categories. The IT sanitization requirement needs a documented procedure before the operative date.

REDLINE: South Gate Municipal Code Chapter 1.54

Current codified chapter compared to proposed Chapter 1.54 (Attachment 2, Exhibit A). Tracked changes show every deletion and insertion at the word level. Codifier ordinance-history citations at the end of each current section are omitted, because derivation is reassigned on a full repeal and replace.

Chapter heading, section list, and history footnote

Chapter 1.54 ~~PURCHASING SYSTEM AND BIDDING RULES*~~ Purchasing System and Bidding Rules

Sections:

1.54.010 Purpose and organization of this chapter.

1.54.020 Definitions.

1.54.030 Changes to dollar limits.

1.54.040 Matters pertaining to housing authority, ~~redevelopment~~ successor agency, utility ~~authority~~ authority, public financing authority, or other City bodies.

1.54.050 Conflicts with state ~~law.~~and federal law; federal grant procurement compliance.

1.54.055 Standards of Conduct; Conflicts of Interest; Gratuities.

1.54.056 Non-Discrimination.

1.54.057 Insurance, Bonds, and Risk Transfer.

1.54.110 Appointment, ~~authority~~ authority, and duties of ~~purchasing supervisor.~~Purchasing Officer.

1.54.120 Requests (requisitions) to ~~purchasing supervisor~~ the Purchasing Officer by city departments and personnel that the city purchase supplies, ~~equipment~~ equipment, and services.

1.54.130 Centralized purchasing: all city purchases of supplies, ~~equipment~~ equipment, and services must be made by ~~purchasing supervisor.~~the Purchasing Officer.

1.54.140 Funding of purchases.

1.54.165 Anti-splitting.

1.54.210 Exceptions from centralized purchasing for certain recurring expenses, maintenance expenses, real estate expenses, and minor one-time expenses.

1.54.220 Exemptions from centralized purchasing for purchases of professional services.

1.54.230 Exemptions from centralized purchasing for contracts for public projects, maintenance work, or other construction.

1.54.240 Other exemptions from centralized purchasing.

1.54.310 Formal bidding procedures for city purchases of supplies, ~~equipment~~ equipment, and general services exceeding fifty thousand dollars.

1.54.315 Best-value awards and reverse auctions.

1.54.320 Informal bidding procedures for city purchases of supplies, ~~equipment~~ equipment, and general services ~~between two~~ exceeding three thousand dollars up to and including fifty thousand dollars.

1.54.330 Open market purchases without formal or informal bidding for amounts ~~less than two~~ of three thousand ~~dollars.~~dollars or less.

1.54.340 Local business credit.

1.54.345 Local subcontracting on larger contracts.

1.54.350 Procedures for professional ~~and other~~ services.

1.54.355 On-call and master service agreements for professional services.

1.54.365 Bid Protests.

1.54.370 Procurement During a Proclaimed Emergency or Disaster.

1.54.410 Adoption of Uniform Construction Cost Accounting Act's ~~Accounting Procedures.~~accounting procedures.

1.54.420 Duties and responsibilities of ~~public works director.~~Public Works Director.

1.54.430 Lists of qualified contractors and construction trade journals.

1.54.440 Formal bidding procedures for contracts in excess of ~~one hundred seventy-five thousand dollars (or such other amount as may hereafter be established by~~ the state ~~law)~~ informal bidding threshold pertaining to public projects and certain other construction-related activities.

1.54.450 Informal bidding procedures for contracts ~~between forty-five thousand dollars and one hundred seventy-five thousand dollars (or such other amounts as may hereafter be established by~~ at or below the state ~~law)~~ informal bidding threshold pertaining to public projects and certain other construction-related activities.

1.54.460 Performance of contracts ~~for less than forty-five thousand dollars (or such other amount as may hereafter be established by~~ at or below the state ~~law)~~ force-account/negotiated threshold pertaining to public projects and certain other construction-related activities.

1.54.467 Design-build and progressive design-build delivery.

1.54.470 Exceptions to bidding requirements for public projects, maintenance work, and similar construction-related activities in case of emergencies.

1.54.475 Rejection of bids.

1.54.480 Tie bids.

1.54.485 Performance of public projects and maintenance work when no bids are received.

1.54.486 Procedures for entering into maintenance contracts where no public bidding is required.

1.54.490 Bid bonds, performance bonds, and payment bonds.

1.54.495 Prevailing wage; DIR registration; labor compliance.

1.54.510 Exemptions from formal and informal bidding procedures.

1.54.610 Approval of modifications and change orders.

1.54.710 Purpose of ~~recycling ordinance.~~environmentally preferable purchasing policy.

1.54.720 Definitions used in ~~recycling ordinance.~~environmentally preferable purchasing policy.

1.54.730 City department responsibility relative to ~~recycling.~~environmentally preferable purchasing.

1.54.740 Waste prevention practices.

1.54.750 Exemptions and administrative updates to environmentally preferable purchasing standards.

~~1.54.750 Exemption~~ 1.54.810 Disposition of ~~recycling plan.~~obsolete and surplus property.

~~1.54.810 Disposition of obsolete and surplus property.~~

1.54.990 Severability.

~~* Prior~~ *Prior ordinance history: Ords. 1568, 1618, 1667, 1708, 1891, 2019, ~~2063~~ 2063, 2170, 2191 and ~~2170.~~2302.

1.54.010 Purpose and organization of this chapter.

This ~~chapter~~ Chapter establishes the rules under which the City of ~~the~~ South Gate ~~Municipal Code describes the manner in which the city~~ purchases supplies, ~~equipment~~ equipment, and ~~certain services. Included as part of that description are~~ services; the competitive bidding procedures ~~the city must engage in prior~~ that apply to ~~purchasing most of~~ those ~~supplies, equipment~~ purchases; and ~~services, as well as~~ a separate bidding system for public projects and maintenance work. It also sets the standards of conduct that ~~the city may use with respect~~ apply to ~~any "public project"~~ every City procurement, authorizes a local business credit, governs contract modifications and ~~"maintenance work" (as those terms are defined in this chapter). The city's recycling ordinance,~~ change orders, adopts an environmentally preferable purchasing policy, and ~~the city's~~ establishes procedures for disposition of ~~city property, are also included in this chapter.~~surplus City property.

The ~~basic outline in which this chapter presents those matters~~ Chapter is organized as follows:

~~Sections~~ §§ 1.54.010 ~~through 1.54.050~~ - 1.54.057 | General ~~provisions~~provisions and standards of conduct

~~Sections~~ §§ 1.54.110 ~~through 1.54.140~~ - 1.54.165 | Centralized ~~purchasing~~purchasing and anti-splitting

~~Sections~~ §§ 1.54.210 ~~through 1.54.230~~ - 1.54.240 | Exceptions from centralized purchasing

~~Sections~~ §§ 1.54.310 ~~through 1.54.350~~ - 1.54.365 | Bidding ~~requirements~~ for ~~purchasing~~ supplies, ~~equipment~~ equipment, and services

~~Formal bidding (amounts exceeding $50,000)~~

~~Informal bidding (amounts from $2,000 to $50,000)~~

~~No bidding required for open-market purchases below $2,000~~

§ 1.54.370 | Emergency and disaster procurement

§§ 1.54.410 - 1.54.495 | Public projects and maintenance work (UPCCAA)

§ 1.54.510 | Exemptions from bidding requirements

§ 1.54.610 | Modifications and change orders

~~No bidding required for professional services contracts~~

~~Sections 1.54.410 through 1.54.490 Alternate bidding procedures for public project and maintenance work~~

§§ 1.54.710 - 1.54.750 | Environmentally preferable purchasing policy

~~Formal bidding (amounts exceeding $100,000)~~

§ 1.54.810 | Disposition of surplus property

~~Informal bidding (amounts between $25,000 and $100,000)~~

~~No bidding required for amounts less than $25,000~~

~~Section 1.54.510 Exceptions to bidding requirements~~

~~Section 1.54.610 Contract modifications and change orders~~

~~Sections 1.54.710 through 1.54.750 Recycled product procurement policy~~

~~Section 1.54.810 Disposition of surplus property~~

§ 1.54.990 | Severability

Details of the procedures summarized here are developed in the Administrative Purchasing Policies and Procedures issued by the Director of Administrative Services under Section 1.54.110.

Quick reference for departments:

If your need is… | Start at…

A purchase of $3,000 or less | § 1.54.330

A purchase over $3,000 and up to $50,000 | § 1.54.320

A purchase over $50,000 | § 1.54.310

A professional services contract | § 1.54.220 and § 1.54.350

Public works or maintenance work | §§ 1.54.410 - 1.54.495

Maintenance work, no public project | § 1.54.486

An emergency purchase | § 1.54.370

A modification or change order | § 1.54.610

Cooperative or piggyback purchase | § 1.54.510

A sole-source purchase | § 1.54.510

A bid protest | § 1.54.365

1.54.020 Definitions.

Terms used in this Chapter but not defined herein shall have the meanings assigned by other provisions of the South Gate Municipal Code, the California Public Contract Code, or applicable state and federal law, in that order of precedence unless otherwise stated.

~~As used in this chapter, unless~~ Unless the context otherwise clearly ~~indicates:~~indicates, the following definitions apply:

"Administrative instructions for contracting professional services" means the professional services provisions of the Administrative Purchasing Policies and ~~other services" mean those certain guidelines prepared by the city manager (including any modifications to those guidelines that may hereafter be made~~ Procedures issued under Section 1.54.110(F), as amended from time to ~~time by~~ time, establishing the ~~city manager) which establish~~ procedures by which the ~~city~~ City selects and contracts for professional ~~and other~~ services.

"Best value" means the procurement method that provides the greatest overall benefit to the City considering price, total cost of ownership, quality, reliability, delivery, experience, past performance, and other factors stated in the solicitation. Best value is not a lowest-price-only determination.

"Bidders' list" means a list of suppliers and ~~vendors, supplied~~ vendors maintained by the ~~purchasing division~~ Purchasing Division of the ~~city's department~~ Department of ~~finance,~~ Administrative Services, and a list of qualified contractors identified ~~according to categories~~ by category of ~~work,~~ work maintained by the ~~city's public works director~~ Public Works Director pursuant to ~~California~~ Public Contract Code ~~Section~~ § 22034 and criteria ~~promulgated from time to time by~~ of the California Uniform Construction Cost Accounting Commission.

"California Uniform Construction Cost Accounting Commission" means the commission ~~created~~ established by ~~California~~ Public Contract Code ~~Sections~~ §§ 22010 through ~~22020 appointed by the state controller to recommend, or update, for adoption by the controller, uniform construction cost accounting procedures for implementation by public agencies in the performance of, or in contracting for, construction of public projects and maintenance work.~~22020.

"City council" means the ~~city~~ City of South Gate ~~city council,~~ City Council, except as otherwise specified in Section ~~1.54.040 of this chapter.~~1.54.040.

"Contract" means a written agreement between the ~~city~~ City and a vendor or ~~a~~ contractor, including a purchase order issued to a vendor or ~~a~~ contractor.

"Cooperative purchasing" means purchasing that consists of combining the needs of multiple customers and/or other governmental agencies into a single solicitation of bids.

"Cooperative purchasing agreement" means an agreement by which the City purchases supplies, equipment, or services using the competitively awarded contract of another public agency or of a cooperative purchasing organization whose contracts have been competitively awarded on behalf of participating public agencies.

"Customer" means any office, department, bureau, commission, ~~board~~ board, or other agency of the ~~city~~ City using ~~supplies~~ supplies, equipment, or ~~equipment.~~services.

~~"Director of finance" means the director of the city's department of finance.~~

"Director of Administrative Services" means the director of the City's Department of Administrative Services (also referred to interchangeably as the Finance Department). References in this Chapter to "Director of Finance" or "Finance Director" shall be read as the Director of Administrative Services.

"E-procurement system" means the City-approved electronic platform used to issue solicitations, receive bids and proposals, distribute addenda, and maintain records of procurement activity.

"Electronic sealed bid" means a bid or proposal submitted, time-stamped, encrypted, and stored through a city-approved e-procurement system that provides an auditable record functionally equivalent to a sealed, time-stamped paper submission.

"Facility" means any plant, building, structure, ground facility, sewer, storm ~~drain~~ drain, or other publicly owned infrastructure (including without limitation items identified in Public Contract Code ~~Section~~ § 22002(c)(3)); real property; streets and highways; or other public works improvement.

"Force account" means the accounting procedure for accurate recording of work performed on public projects and maintenance work using internal ~~resources,~~ resources of the City, including ~~but not limited to~~ labor, equipment, materials, supplies, and ~~subcontracts of the city.~~subcontracts.

"Local business" means a business entity with fixed offices or distribution points located within the boundaries of the ~~city,~~ City and listed in the business license tax files with a ~~city~~ City of South Gate business ~~address, and designating,~~ address. For retail businesses that designate a point of sale for sales tax purposes, the ~~city~~ business shall designate the City of South Gate as the point of sale for ~~retail transactions.~~sales tax purposes.

"Maintenance work" means (1) routine, recurring, and usual work for the preservation or protection of any publicly owned or operated facility for its intended purposes; (2) minor repainting; (3) resurfacing of streets and highways at less than one inch; (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; and (5) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, ~~including, but not limited to,~~ including dams, reservoirs, power plants, and electrical transmission lines of two hundred thirty thousand volts and higher.

"Negotiated contract" means a letter of agreement, vendor agreement, contract, professional services agreement, maintenance services agreement, public project ~~agreement~~ agreement, or other written documentation ~~which details~~ setting forth the terms and conditions of the purchase and services.

"Other services" or "general services" means ~~all services except those~~ non-professional services that are not performed in conjunction with the purchase of an ~~item. (e.g.: installation of the item, repair of the item, labor to activate the item).~~item (such as installation, repair, or activation labor) and that are not professional services as defined in this Chapter. General services include, without limitation, janitorial services, security services, equipment rental, courier services, and similar non-professional services.

"Piggyback contract" means a contract entered into by means of placing a purchase order against an existing contract of another public agency.

"Professional services" ~~mean~~ means any service ~~which is~~ generally characterized as a "profession" rather than a "business," "industry," ~~"occupation"~~ "occupation," or "trade" under California ~~State law. Without limiting the foregoing, the following types of services shall be included within the definition of "professional services" under this chapter: accounting; architecture; auditing;~~ law, including accounting, architecture, auditing, business appraisal or ~~valuation;~~ valuation, construction project ~~management;~~ management, construction management and ~~inspection; engineering; environmental;~~ inspection, engineering, environmental, financial ~~planning; insurance;~~ planning, insurance, land ~~surveying;~~ surveying, landscape ~~architecture;~~ architecture, landscape ~~engineering; legal; medical;~~ engineering, legal, medical, municipal ~~planning;~~ planning, public ~~housing;~~ housing, real estate ~~appraisal;~~ appraisal, and real estate brokerage or sales. ~~Moreover, the provision of consulting~~ Consulting services with respect ~~to, rather than the actual performance of,~~ to any of the foregoing are also professional services ~~shall also be deemed "professional services"~~ for purposes of this ~~chapter.~~Chapter.

"Public project" has the meaning given in Public Contract Code § 22002(c), and generally means (a) construction, reconstruction, erection, alteration, renovation, improvement, ~~demolition or~~ demolition, and repair work involving any publicly owned, leased, or operated facility; ~~or~~ (b) painting or repainting of any publicly owned, ~~leased~~ leased, or operated ~~facility.~~facility; and (c) in the case of a publicly owned utility system, only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher. Work that does not meet that definition is maintenance work or is otherwise procured under this Chapter.

"Publicly owned infrastructure" means (including without limitation) items defined in Public Contract Code § 22002(c)(3); real property; streets and highways; sewer; water; street lights; or other public work improvement.

"Public ~~works director"~~ Works Director" means the director of the ~~city's department~~ City's Department of ~~public works.~~Public Works.

~~"Publicly owned infrastructure" means (including without limitation): items defined in California Public Contract Code Section 22002(c)(3); real property; streets and highways; sewer; water; street lights; or other public work improvement.~~

~~"Purchase order" means any or all of the following:~~

~~"Blanket purchase order": a purchase consisting of written authorization with a vendor for release of materials or service on an "as needed" basis of an aggregate value of less than one thousand dollars per purchase, no capital, with a fiscal year cap of fifty thousand dollars. Any amount exceeding fifty thousand dollars must be awarded by formal or informal bid procedures pursuant to Section 1.54.310 or 1.54.450, unless exemptions established under Sections 1.54.350, 1.54.470 or 1.54.510 apply. Exceptions may be made upon approval by the city manager or his designee. The blanket purchase order is issued to satisfy an unforeseen and immediate need.~~

~~"Field purchase order": a purchase of materials or services consisting of less than a one thousand dollar limit, completed within thirty days.~~

~~"Purchase order": purchase of materials or services through a written order, required for orders over one thousand dollars, or at the request of a vendor, or at the judgment of the purchasing supervisor (or his or her designee).~~

~~"Purchasing supervisor" means the person appointed by the director of finance to hold the position of purchasing supervisor.~~

"Purchasing Officer" means the Director of Administrative Services or his or her designee. All references in this Chapter to "Purchasing Supervisor" shall be read as references to the Purchasing Officer. Where this Chapter requires the approval of the Director of Administrative Services in addition to action by the Purchasing Officer, that approval shall be given by the Director personally or by a designee other than the person who authorized the purchase.

"Purchase order" includes: (a) a standard written purchase order; (b) a "blanket purchase order," meaning a written authorization with a vendor for releases on an as-needed basis under a fiscal-year cap; and (c) a "field purchase order" for low-dollar purchases completed within a short timeframe. Dollar thresholds, fiscal-year caps, and procedural requirements for each type are specified in the Administrative Purchasing Policies and Procedures issued under Section 1.54.110.

"Reverse auction" means a competitive online procurement event in which pre-qualified bidders submit successively lower bids for specified commodities over a defined period, with award made to the lowest responsive and responsible bidder or on a best-value basis as stated in the solicitation.

"Risk Manager" means the employee designated by the City Manager to administer the City's risk management and insurance program, or that person's designee.

"Sole source" means a procurement from the only known source capable of providing the required supplies, equipment, or services, documented by a written justification approved in accordance with Section 1.54.510.

"Uniform Public Construction Cost Accounting Act" or "UPCCAA" means the Act set forth at ~~California~~ Public Contract Code ~~Sections~~ §§ 22000 through ~~22045, which provides an alternative method for the bidding of public projects, maintenance work, and any other construction work, including that which does not fall within the definition of a public project.~~22045.

1.54.030 Changes to dollar limits.

~~In the event that any dollar amounts or monetary limits specified in the Uniform Public Construction Cost Accounting Act or elsewhere in the Government Code or Public Contract Code are amended by the state legislature or adjusted by the state controller, and if such amendment or adjustment affects the subject matter of this chapter, then this chapter shall be deemed automatically amended to include any such revised dollar amounts or monetary limits.~~

A. State-Law Threshold Updates. State-law dollar thresholds expressly incorporated by reference in this Chapter (including those in the Uniform Public Construction Cost Accounting Act and elsewhere) shall be applied as amended from time to time, without further Council action.

B. Annual Inflation Adjustment. As part of the annual budget process, the Director of Administrative Services shall calculate an inflation adjustment equal to the percentage change in the GDP Implicit Price Deflator for State and Local Government Consumption Expenditures (BEA NIPA Table 1.1.9) for the four quarters ending December 31 of the prior calendar year, not less than zero percent (0%) and not more than three percent (3%), and shall present it to the City Council. If the City Council adopts the adjustment by resolution, it applies to every dollar amount stated in this Chapter, rounded to the nearest one thousand dollars ($1,000), except (1) the fifty thousand dollar ($50,000) formal bidding threshold in Sections 1.54.310, 1.54.320, and 1.54.486, which may be changed only by ordinance, and (2) amounts set by state or federal law, which are governed by subsection (A). Amounts remain unchanged in any year the City Council does not adopt a resolution. The Director of Administrative Services shall publish the amounts then in effect in the Administrative Purchasing Policies and Procedures.

1.54.040 Matters pertaining to housing authority, ~~redevelopment~~ successor agency, utility ~~authority~~ authority, public financing authority, or other City bodies.

~~To the extent that this chapter requires the approval of the city council to the execution or modification of any contract, the term "city council" shall have the following specialized meanings in the following specialized circumstances:~~

~~A. With respect to contracts pertaining to public housing or publicly-assisted housing matters, the term "city council" shall mean the city council sitting as the governing board of the housing authority of the city of South Gate.~~

~~B. With respect to contracts pertaining to redevelopment agency matters, the term "city council" shall mean the city council sitting as the governing board of the city of South Gate community redevelopment agency.~~

~~C. With respect to contracts pertaining to sewer and water facilities, the term "city council" shall mean the city council sitting as the governing board of the utility authority of the city of South Gate.~~

~~D. With respect to contracts pertaining to any other matter as to which jurisdiction has been granted by the city council to a city agency, authority or commission, the term "city council" shall mean the city council sitting as the governing body of that agency, authority or commission.~~

References to "City Council" include the governing board of the applicable City body when that body is acting on matters within this Chapter, including the Successor Agency to the former Community Development Commission/Redevelopment Agency, the South Gate Housing Authority, the South Gate Public Financing Authority, the South Gate Utility Authority, and any other commission, agency, or board established by the City Council.

1.54.050 Conflicts with state ~~law.~~and federal law; federal grant procurement compliance.

~~To the extent that anything in this chapter conflicts with any provision of state or federal law, then such state or federal law shall prevail and control with respect to the subject matter of the conflict. To the extent any such conflicting provision of this chapter can be interpreted so as to avoid the conflict, then that interpretation shall be applied. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such~~

~~decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this chapter are declared to be severable.~~

A. To the extent any provision of this chapter conflicts with State or Federal law, the State or Federal law shall control. Conflicting provisions shall be interpreted, if reasonably possible, to avoid conflict. Severability applies to all provisions.

B. Federal grant procurement compliance. When expending funds from federal awards, the City shall comply with the procurement standards of 2 CFR §§ 200.317 through 200.327 (Uniform Administrative Requirements), awarding-agency-specific regulations, and any grant-specific terms. Without limiting the foregoing, the City shall observe:

1. The federal methods of procurement (micro-purchase, small purchase, sealed bid, competitive proposals, and noncompetitive) and the applicable federal thresholds, which supersede the thresholds in this Chapter when they are more restrictive;

2. Full and open competition, including any federal or funding-source restriction on local or geographic preferences and the requirements of 2 CFR § 200.319 (which identifies practices that may restrict competition), which may require the Purchasing Officer to suspend the local business credit under Section 1.54.340 for federally funded procurements;

3. Required contract clauses identified in 2 CFR 200 Appendix II (including, where applicable, Equal Employment Opportunity, Davis-Bacon, Copeland Anti-Kickback, Contract Work Hours and Safety Standards, Byrd Anti-Lobbying, debarment and suspension certifications, and domestic preference certifications under Build America, Buy America where applicable);

4. Documentation of the procurement history and cost or price analysis sufficient to support federal audit; and

5. Any awarding-agency requirements that are more restrictive than this Chapter, which shall control.

6. When the procurement method or threshold required by this Chapter is more restrictive than the federal method or threshold, this Chapter controls. When the federal method or threshold is more restrictive, the federal requirement controls. The Administrative Purchasing Policies and Procedures shall include a method-mapping reference identifying the corresponding federal procurement method for each procurement method authorized by this Chapter.

When required by applicable federal program legislation, the terms of the federal award, or awarding-agency requirements, prime contracts in excess of $2,000 for the construction, alteration, or repair of public buildings or public works shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141 through 3144, 3146, and 3147) and implementing regulations, and shall include the contract clause required by 2 CFR 200 Appendix II(D), irrespective of any higher threshold otherwise applicable under this Chapter. Davis-Bacon does not apply to every federally funded construction contract; applicability shall be confirmed against the award terms and documented in the procurement file.

7. Affirmative steps for small, minority, women, veteran-owned, and labor surplus area businesses. For federally funded procurements above the federal micro-purchase threshold, the City should take the socioeconomic affirmative steps encouraged by 2 CFR § 200.321 to consider small businesses, minority business enterprises, women's business enterprises, veteran-owned businesses, and labor surplus area firms when possible. Nothing in this paragraph imposes a requirement more restrictive than the applicable federal standard.

8. Conflicts of interest. For federally funded procurements, the City shall maintain and apply written standards of conduct addressing conflicts of interest in the selection, award, and administration of contracts, consistent with 2 CFR § 200.318(c) and Section 1.54.055 of this Chapter.

1.54.055 Standards of Conduct; Conflicts of Interest; Gratuities.

This Section supplements, and does not replace, the conflict-of-interest and ethics requirements imposed by Government Code § 1090, the Political Reform Act (Government Code §§ 81000 et seq.), the regulations of the Fair Political Practices Commission, the common law conflict-of-interest doctrine, the City's conflict-of-interest code adopted under the Political Reform Act, and applicable federal requirements including 2 CFR § 200.318(c).

A. City elected officials, appointed officials, board and commission members, officers, employees, and agents involved in the selection, award, or administration of contracts (including federally funded contracts subject to 2 CFR § 200.318(c)) shall avoid any real or apparent conflicts of interest. No person covered by this subsection shall participate in the selection, award, or administration of a contract supported by City or federal funds if a real or apparent conflict of interest would be involved. Such a conflict arises when an employee, officer, official, or board or commission member, or any member of their immediate family, has a financial or other interest in, or receives a tangible personal benefit from, a firm considered for a contract. For purposes of this Section, "immediate family" means spouse or registered domestic partner, parent, child, sibling, parent-in-law, child-in-law, or sibling-in-law, whether biological, adoptive, or by marriage.

B. City elected officials, appointed officials, board and commission members, officers, employees, and agents shall not solicit or accept gratuities, favors, or anything of monetary value from present or prospective contractors or subcontractors that could reasonably be perceived to influence a procurement decision.

C. Violations of this Section are subject to disciplinary action and may result in remedies up to and including contract termination, disqualification, or debarment consistent with applicable law.

D. Organizational Conflicts of Interest (OCI). A person or firm that prepares specifications, statements of work, or solicitation documents for a particular procurement shall not compete for that procurement, unless the City determines in writing that adequate safeguards have been implemented to neutralize or mitigate the conflict consistent with applicable law and funding-source requirements. The Administrative Purchasing Policies and Procedures shall include the standard organizational conflict-of-interest guidelines required of local agencies using design-build or progressive design-build delivery under Public Contract Code §§ 22160 et seq., 22170 et seq., and 22185 et seq.

E. Debarment and Suspension. The City may debar or suspend a vendor, contractor, or consultant for cause, including, but not limited to, fraud, collusion, a criminal offense in connection with obtaining or performing a public contract, significant or repeated performance failures, or serious ethical violations. The procedures, notice, and appeal rights for debarment or suspension shall be established by administrative policy consistent with applicable law.

1.54.056 Non-Discrimination.

All City contracts shall include non-discrimination requirements consistent with Federal and State law and City policy, prohibiting unlawful discrimination in employment and in performance under the contract. The Purchasing Officer shall include standard contract language to implement this section.

1.54.057 Insurance, Bonds, and Risk Transfer.

A. Administrative policy. Minimum insurance, bonding, indemnity, and other risk transfer requirements shall be established by administrative policy issued by the City Manager or designee. The policy may establish tiered requirements based on the type of work, activity, or exposure presented, and may be updated administratively to reflect current standards, including guidance from the City's joint powers insurance authority and its risk program advisors.

B. Application. The policy applies to any contract, purchase order, professional services agreement, master service agreement, task order, construction contract, lease, license, permit, facility use agreement, special event authorization, or other agreement under which a person or entity provides goods or services to the City, performs work on the City's behalf, or uses or occupies City property. The policy may provide risk-based exemptions for low-risk or de minimis transactions.

C. Higher requirements. A department may require limits or coverages higher than the policy minimums based on the risk presented.

D. Condition precedent. No agreement subject to the policy shall be executed, no notice to proceed issued, and no work commenced or goods or services delivered, until the required insurance, endorsements, bonds, and other security have been submitted and verified as provided by the policy.

E. Waiver. A reduction, modification, or waiver of a requirement established by the policy is effective only if approved in writing by the City Manager, the Director of Administrative Services, or the City's Risk Manager, and retained in the file. A Department Director may not waive an insurance requirement.

F. Indemnity. Indemnity and defense provisions shall be drafted consistent with applicable law, including Civil Code §§ 2782 and 2782.8, and with the standard forms issued under the policy.

G. Bonds and other security. Bond requirements for public works contracts are governed by Section 1.54.490 and applicable state law. For all other agreements, the Purchasing Officer or the Risk Manager may require bonds, letters of credit, or other security based on the risk presented, as provided by the policy.

H. Administration. The City may use a third-party administrator to receive, review, and monitor certificates of insurance and related documentation. Use of an administrator does not transfer the City's approval or waiver authority.

I. Continuing compliance. Required coverage shall be maintained for the full term of the agreement and for any applicable completed operations or extended reporting period. A lapse is a material breach, and the City may withhold payment, suspend work, or terminate.

1.54.110 Appointment, ~~authority~~ authority, and duties of ~~purchasing supervisor.~~Purchasing Officer.

~~The purchasing supervisor shall be appointed by the director of finance.~~

~~The purchasing supervisor shall have authority, and is required to, perform the following duties:~~

~~A. Purchase and contract for all supplies, equipment and services required by any customer. Such purchasing and contracting shall be done by the purchasing supervisor in accordance with: (i) purchasing procedures prescribed by this chapter, (ii) the administrative instructions for contracting professional and other services, (iii) such administrative regulations as the director of finance shall prescribe, and (iv) such other rules and regulations as shall be prescribed by the director of finance or the city manager. Such duties and authorities shall include:~~

1. Negotiation of all purchase orders and other contracts (except for contracts exempted from centralized purchasing pursuant to Sections 1.54.210 through 1.54.230 of this chapter);

2. Execution of all contracts (except for those exempted from centralized purchasing pursuant to Sections 1.54.210 through 1.54.230 of this chapter, which shall instead be executed by the person or persons identified in those sections), and execution of all purchase orders (including those pertaining to contracts which were exempted from centralized purchasing pursuant to said sections); provided, however, that the following approvals are required before the purchasing supervisor may execute any purchase order or other contract equal to or greater than five thousand dollars:

a. Where formal bidding was required under Section 1.54.310 of this chapter (purchases of supplies, equipment and services in amounts exceeding fifty thousand dollars) and not exempt under Section 1.54.510 or any other provision of this chapter, approval of the finance director and the city council is required prior to the purchasing supervisor's execution of the contract or purchase order,

b. Where informal bidding was authorized under Section 1.54.320 of this chapter (which, as it relates to this section, applies to purchases of supplies, equipment and services in amounts between five thousand dollars and fifty thousand dollars), approval of the finance director is required prior to the purchasing supervisor's execution of the contract or purchase order,

c. Where the formal bidding procedure under Section 1.54.440 of this chapter was authorized (public projects, maintenance work and similar construction contracts in amounts exceeding one hundred seventy-five thousand dollars), approval of the city manager (or his or her designee) and the city council is required prior to the purchasing supervisor's execution of the purchase order; and

d. Where the informal bidding procedure under Section 1.54.450 of this chapter was authorized (public projects, maintenance work and similar construction contracts in amounts between forty-five thousand dollars and one hundred seventy-five thousand dollars), approval of the city manager (or his or her designee) is required prior to the purchasing supervisor's execution of the purchase order.

B. When exercising the duties set forth in subsection A of this section, the purchasing supervisor shall endeavor to procure such supplies and equipment at the lowest expense possible, without sacrificing necessary quality;

C. Discourage collusive bidding in all cases, and encourage competitive bids where appropriate;

D. Prepare, revise and recommend to the director of finance rules governing purchasing, maintaining an inventory, and warehousing of supplies and equipment of the city;

E. Keep informed of current developments in the fields of purchasing, prices, market conditions, and new products;

F. Prescribe and maintain such forms as are reasonably necessary to the operation of this chapter and other related rules and regulations;

G. Require and be responsible for the proper performance of inspections (including chemical and physical tests where such test are reasonably necessary) of samples submitted with bids and samples of deliveries to determine their quality and conformance with specifications;

H. Recommend the transfer of surplus or unused supplies and equipment between customers as needed and the sale or other disposition of all supplies and equipment which cannot be used by any customer or which have become obsolete or otherwise unsuitable for city use;

~~I. Maintain the bidders' list (except for those portions of the bidders' list consisting of the lists that the public works director is required to maintain pursuant to Section 1.54.430 of this chapter), vendors catalog file and records needed for the efficient operation of the purchasing division of the department of finance;~~

~~J. Appoint one or more assistant purchasing supervisors or acting purchasing supervisors to carry out the purchasing supervisor's duties in his or her absence;~~

~~K. Perform such other duties and functions as may be assigned by the director of finance.~~

~~In the purchasing supervisor's absence, any and all duties of the purchasing supervisor can be exercised by the director of finance, the city manager, or by any assistant purchasing supervisor or acting purchasing supervisor who has been appointed by the purchasing supervisor or the finance director.~~

A. Appointment. The Director of Administrative Services (Finance Director) is the City's Purchasing Officer and may delegate this authority.

B. Authority and duties. The Purchasing Officer shall: (1) purchase and contract for all supplies, equipment, and services required by any customer, in accordance with this chapter, approved administrative instructions, and other rules set by the Director of Administrative Services or City Manager; (2) negotiate and execute purchase orders and contracts, subject to required approvals; (3) utilize electronic solicitation and receipt of bids and proposals through the city-approved e-procurement system; (4) seek best value without sacrificing necessary quality; (5) discourage collusive practices and encourage competition; (6) maintain required records and forms; (7) perform inspections and testing as needed; (8) recommend transfers and disposition of surplus; (9) maintain bidders' lists (except as provided in Section 1.54.430); and (10) perform other assigned duties. Approval routing by dollar level is governed by Sections 1.54.310 through 1.54.330, 1.54.350, 1.54.355, 1.54.370, 1.54.440 through 1.54.495, 1.54.610, and 1.54.810.

C. Public Notice; Electronic Methods. The City's website or designated e-procurement portal shall be the default method for issuing notices inviting bids, requests for proposals or qualifications, and for receiving electronic sealed bids or proposals, except where print publication or additional methods are required by law or determined by the Purchasing Officer to be advantageous to the City.

D. Electronic Signatures. The Purchasing Officer may execute contracts, purchase orders, and related procurement documents using electronic signatures with the same legal effect as handwritten signatures, consistent with the California Uniform Electronic Transactions Act (Civil Code § 1633.1 et seq.) and applicable federal law.

E. Acting authority. In the Purchasing Officer's absence, these duties may be exercised by the City Manager or a duly appointed designee.

F. Administrative Purchasing Policies and Procedures. The Director of Administrative Services may issue and update Administrative Purchasing Policies and Procedures implementing this Chapter, including solicitation templates, electronic procurement, emergency purchasing practices, documentation standards, bid protests, debarment and suspension procedures, cooperative purchasing certifications, and procedures for verifying insurance and bonds. Where those procedures and the policy issued under Section 1.54.057 differ as to required coverages, limits, endorsements, or indemnity terms, the Section 1.54.057 policy controls.

1.54.120 Requests (requisitions) to ~~purchasing supervisor~~ the Purchasing Officer by city departments and personnel that the city purchase supplies, ~~equipment~~ equipment, and services.

~~Customers shall submit requests (requisitions) for supplies, equipment and services to the purchasing supervisor using standard purchase requisition procedures utilized by the purchasing department. Requisitions are used to~~

~~inform the purchasing supervisor of the needs of a requesting customer, to identify and define the material and/or service being requested, to provide a record of requested items, to encumber funds, and to obtain necessary approvals. Requisitions may be submitted in the following manner:~~

~~A. Standard requisition-provides vital information required before an order may be placed, and ultimately represents the authorization for a purchase order to be issued;~~

~~B. Stock requisition-provides information to process an order for items in the warehouse;~~

~~C. Supplier requisition-online order directly with the vendor, set up by contract pricing, security approvals through the purchasing supervisor.~~

~~The purchasing department is authorized to revise requisitions and estimates as to quantity, quality, or estimated cost, within the limitations set forth in this chapter. If the purchasing department revises any requisition, however, the purchasing department shall obtain the requesting customer's approval of the revisions before placing any orders to fill the requisition.~~

Requisitions shall follow the procedures established in the Administrative Purchasing Policies and Procedures issued under Section 1.54.110, which may be electronic. The Purchasing Division may revise operational procedures for requisitions within the limits of this Chapter, with concurrence of the requesting customer.

1.54.130 Centralized purchasing: all city purchases of supplies, ~~equipment~~ equipment, and services must be made by ~~purchasing supervisor.~~the Purchasing Officer.

~~Unless specifically exempted under Sections 1.54.210, 1.54.220, 1.54.230 or 1.54.240 of this chapter, all purchases of supplies, equipment and services to be made by the city shall be done exclusively by means of written contracts entered into by the purchasing supervisor on behalf of the city. The form of those written contracts may include, without limitation, any purchase order, field purchase order, or blanket purchase order.~~

The City maintains a centralized purchasing program within the Administrative Services Department for the procurement of supplies, equipment, and services, except as otherwise provided in this Chapter or by law.

All purchases shall be made through a written contract executed by the Purchasing Officer, unless explicitly exempted under Sections 1.54.210-1.54.240. Written contract forms include purchase orders (including electronic forms), field purchase orders, and blanket purchase orders.

1.54.140 Funding of purchases.

~~The purchasing supervisor~~ A. Budget appropriation required. No purchase order or contract shall ~~not authorize or issue a written contract for supplies, equipment or services~~ be issued under this Chapter unless there ~~exists~~ is a sufficient unencumbered appropriation in the budget fund account against which the purchase is to be ~~charged.~~charged. The Purchasing Officer shall not authorize or issue a contract that exceeds available appropriations.

B. Department certification of funding eligibility. Where a purchase is to be charged in whole or in part to a restricted funding source - including federal awards, state awards, grant funds, capital improvement project funds, bond proceeds, enterprise fund revenues, or any other revenue or appropriation subject to use restrictions - the requesting department shall, before the requisition is approved, certify in writing that the purchase complies with the eligibility, allowable cost, scope, and use restrictions of the applicable funding source. Verification of available budget appropriation by the Purchasing Officer, the Department of Administrative Services, or Finance staff is limited to the existence of sufficient unencumbered appropriation

under subsection (A) and does not constitute a determination of program eligibility, cost allowability under applicable federal cost principles (including 2 CFR Part 200 Subpart E), grant-specific allowable use, or compliance with bond covenants or other funding-source restrictions. Responsibility for those determinations rests with the requesting department, the project manager, and the department head approving the requisition. The Administrative Purchasing Policies and Procedures shall implement this subsection, including the certification form, list of funding sources that trigger the requirement, escalation procedure for concerns identified by Finance staff, and record retention consistent with applicable federal, state, and grant-specific retention requirements.

1.54.165 Anti-splitting.

Purchases and contracts shall not be split, separated, or otherwise structured to evade the competitive thresholds, approval requirements, or any other provision of this Chapter. Aggregated needs for substantially similar goods or services within a fiscal year shall be considered in determining the applicable method of procurement.

Notwithstanding the foregoing, the Purchasing Officer (or the Public Works Director for public works) may divide a procurement into separate lots or scopes when doing so is economically feasible and would expand competition or participation by small businesses, minority business enterprises, women's business enterprises, labor surplus area firms, or qualified South Gate businesses, consistent with 2 CFR § 200.321(b)(3). Documentation of the rationale shall be included in the procurement file.

1.54.210 Exceptions from centralized purchasing for certain recurring expenses, maintenance expenses, real estate expenses, and minor one-time expenses.

~~Payments for the~~ The following ~~goods, services~~ recurring and ~~property rights~~ one-time payments are exempt from ~~the general rule established by Section 1.54.130 of~~ centralized purchasing under this ~~chapter:~~Chapter:

~~A. Payment of monthly utility bills (including without limitation telephone, electricity and water bills), where the initial agreement for service between the city (or customer) and the utility provider pursuant to which the bills are issued was approved by the director of finance or the city council;~~

~~B. Payment of monthly, annual or other periodic rental, lease or installment payments under equipment leases, personal property rental agreements, or other written contracts for the use of goods; provided, however, that those leases, agreements and contracts: (i) do not pertain to public projects or maintenance work, and (ii) were approved by the director of finance or the city council; and provided further that if any such lease, agreement or contract calls for an initial payment upon the city's execution thereof, then that initial payment must be made by the purchasing supervisor pursuant to a purchase order under Section 1.54.130 of this chapter;~~

~~C. Payment of monthly, annual or other periodic subscription installments for magazines, newspapers, journals, legal and governmental publications, printed or electronic information services, and other periodicals and similar subscriptions, provided that the initial purchase of the corresponding periodical, publication or service was previously approved by the appropriate city body, officer or department;~~

~~D. Payment of monthly, annual or other periodic insurance premiums, where the city's (or customer's) purchase of the insurance policy for which such premiums are due was approved by the director of finance or the city council;~~

~~E. Payment of monthly, annual or other periodic installments under maintenance agreements and service contracts (including without limitation those for pest control, landscaping, security, heating and air conditioning~~

~~repair, and computer/information technology support), where the contracts pursuant to which such payments are made (i) were entered into in accordance with and contain language required by the administrative instruction for contracting professional and other services prepared by the city manager, and (ii) were approved by the purchasing supervisor, the director of finance, the city manager or the city council;~~

~~F. Any installment or lump-sum payment for the purchase or lease of real property, or for the acquisition of easement rights or similar property rights, where the purchase agreement, lease, rental contract, easement deed or other written contract pursuant to which that payment is made was approved by the city council;~~

~~G. Payment of monthly, annual or other periodic dues for professional associations, civic organizations and other groups, where membership therein by the city or any of its officers or employees was previously approved by the appropriate city body, officer or department;~~

~~H. Payment of fees for participation by any city officer or employee in any seminar, workshop or similar training course or session pertinent to that officer's or employee's duties, where such seminar, workshop, course or session was previously approved by the appropriate city body, officer or department;~~

~~I. Payment or reimbursement of travel expenses for city council members, city officers, city employees or city consultants, where the related travel was previously approved by the appropriate city body, officer or department;~~

~~J. Payments to the county of Los Angeles or to other local, state or federal government entities for services rendered to the city under contracts authorized in accordance with the procedures set forth in this chapter; and~~

~~K. Payments for commodities obtained with a procurement card or credit card and approved by the director of finance in compliance with the terms and conditions set forth in the purchasing divisions purchasing policy.~~

A. Utility payments (water, electricity, gas, telecommunications, internet, refuse).

B. Lease and rental payment installments under existing lease or rental agreements.

C. Subscription fees (publications, software-as-a-service, online services, professional databases).

D. Insurance premium payments.

E. Maintenance contract installment payments under existing maintenance agreements.

F. Real property acquisitions and dispositions handled under separate authority.

G. Memberships in professional associations and intergovernmental organizations.

H. Training and conference registration fees.

I. Travel reimbursements consistent with City travel policy.

J. Intergovernmental service payments and inter-agency reimbursements.

K. Procurement-card commodity purchases approved under standards set by the Director of Administrative Services.

L. Court-ordered payments, judgments, settlements, and statutory fees.

M. Minor one-time expenses at or below the open-market threshold under Section 1.54.330.

The exemption applies to payments under an existing contract that was competitively procured or otherwise authorized. A new contract, a renewal that creates a new term beyond the original contract, or a material increase in price or scope shall be procured under the applicable provisions of this Chapter.

1.54.220 Exemptions from centralized purchasing for purchases of professional services.

~~All professional services to be performed for any customer shall be procured through a decentralized procedure. Contracts for such professional services shall not be entered into by the purchasing supervisor, but shall instead be entered into directly by the customer for whom such professional services are to be provided. The customers' right to enter into such direct contracts is, however, subject to the administrative instructions for contracting professional and other services (available from the purchasing department), and to any other rules or regulations now or hereafter established by the city manager.~~

~~Following the initial execution of any such contract, any purchase order subsequently needed in connection with the contract shall (unless otherwise exempted from centralized purchasing by Section 1.54.210 of this chapter) be executed by the purchasing supervisor.~~

~~Subject to the foregoing, each customer is authorized to exercise the city's rights pursuant to Government Code Sections 37103 and 53060 to contract with any person, firm or corporation for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such person, firm or corporation is specially trained and experienced and competent to perform the special services required.~~

A. Professional services are procured through decentralized procedures by the customer, subject to the Administrative Purchasing Policies and Procedures issued under Section 1.54.110(F) and this chapter.

B. Qualifications-based selection applies where required by state law.

C. Except where an authorized exemption applies, professional services with an expected total cost exceeding fifty thousand dollars shall be competitively solicited (e.g., RFQ/RFP) using criteria appropriate to the service type; selection shall be based on qualifications, experience, and best value, including price where appropriate.

D. When federal or other restricted funds are used, the competitive method prescribed by the funding rules shall govern.

1.54.230 Exemptions from centralized purchasing for contracts for public projects, maintenance work, or other construction.

~~Contracts for the construction of public works, contracts for the performance of maintenance work, or contracts pertaining to construction, repair or maintenance of facilities, or any other contracts which may be bid using the procedures set forth at Sections 1.54.410 through 1.54.490 of this chapter shall be exempt from centralized purchasing. Following the initial execution of any such contract, any purchase orders subsequently needed in connection with the contract shall (unless otherwise exempted from centralized purchasing under Sections 1.54.210 of this chapter) be executed by the purchasing supervisor.~~

Public works, maintenance, and construction contracts continue to be procured by the Public Works Director under Sections 1.54.410-1.54.495. Subsequent purchase orders are issued by the Purchasing Officer unless otherwise exempt.

1.54.240 Other exemptions from centralized purchasing.

~~The purchasing supervisor, with approval of the director of finance, may authorize, in writing, any customer to purchase and contract for specified supplies, equipment and services independently of the purchasing division; but the purchasing supervisor shall require that such purchases and contracts be made in conformity with the procedures established by this chapter, and shall further require periodic reports from the customer on the purchases and contracts made under such written authorization.~~

~~Following the initial purchase or contract, any purchase order subsequently needed, shall, (unless otherwise exempted from centralized purchasing by Section 1.54.210 of this chapter), be executed by the purchasing supervisor.~~

With Director of Administrative Services approval, the Purchasing Officer may authorize a customer to purchase specified items independently, subject to this chapter and periodic reporting.

1.54.310 Formal bidding procedures for city purchases of supplies, ~~equipment~~ equipment, and general services exceeding fifty thousand dollars.

All purchases of supplies, ~~equipment~~ equipment, and general services ~~made by the city as to which the~~ with a purchase price or estimated value ~~exceeds fifty thousand dollars~~ exceeding $50,000 (other than ~~purchases relative to public projects, maintenance work, and other contracts and purchases made pursuant to~~ professional services governed by Section 1.54.350, or those governed by Sections 1.54.410 through ~~1.54.490 of this chapter~~ 1.54.495 or otherwise ~~exempted~~ exempt from bidding ~~requirements~~ under this ~~chapter)~~ Chapter) shall be made ~~by means of~~ using the ~~following~~ formal bidding ~~procedures:~~procedures below. Awards shall be made to the lowest responsive and responsible bidder unless best-value award is authorized under Section 1.54.315.

A. ~~Preparation of~~ Notice ~~Inviting Bids.~~ inviting bids. The ~~purchasing supervisor~~ Purchasing Officer (or ~~the customer, where decentralized purchasing is~~ authorized ~~under Sections 1.54.210, 1.54.220, 1.54.230 or 1.54.240 of this chapter)~~ customer) shall prepare ~~for publication~~ a notice inviting sealed ~~bids. The notice shall include a general description of~~ bids (including electronic sealed bids), describing the ~~articles to be purchased, shall state~~ purchase, where ~~bid forms and specifications may be~~ documents are obtained, and ~~shall specify~~ the time and place (physical or electronic) for ~~opening bids. The notice must also include the allowance for local vendor preference pursuant to Section 1.54.350 of this chapter, if that is to be considered.~~opening.

~~B. Publication of Notice. The notice inviting bids shall be published by the purchasing supervisor (or by the customer who prepared the notice, in the case of decentralized purchasing) at least ten days before the date of the opening of the bids. The notice shall be published at least once in a newspaper of general circulation, printed and published in the city, or if there is no such newspaper, the notice shall be posted in at least three public places in the city that have been designated by ordinance as the places for posting public notices.~~

~~C. Solicitation of Bids from those Named on Bidders' List. The purchasing supervisor (or customer, in the case of decentralized purchasing) shall also solicit sealed bids from responsible prospective vendors or suppliers whose names are on the bidders' list or who have requested their names to be added thereto.~~

~~D. Submission of Sealed Bids. Bids shall be submitted to the office of the city clerk (or such other location specified in the notice inviting bids) in sealed envelopes. The outside of the envelope shall identify the contents as a bid by referencing the bid number or other identifying information required by the notice inviting bids and corresponding information for bidders prepared by the city. Bids submitted to a location other than that specified in the notice inviting bids, or bids submitted after the time specified in the notice inviting bids, shall be returned unopened.~~

B. Publication and posting. The notice shall be posted at least once, not less than fourteen (14) calendar days before bid opening, on the city's website or e-procurement portal, which is the primary method of notice under Section 1.54.110(C). The Purchasing Officer may additionally publish the notice in a newspaper of general circulation within the City where required by law or where the Purchasing Officer determines that publication is advantageous to the City.

Direct notice shall also be provided to vendors on the bidders' list and others who request it.

C. Submission of sealed bids. Bids shall be submitted to the City Clerk (or as specified) either (1) in sealed envelopes clearly identified, or (2) electronically through the city's e-procurement system. Late or misdelivered bids shall be returned or rejected unopened; electronic submissions shall follow system time-stamp controls.

~~E. Bid Opening Procedures.~~ D. Public opening and tabulation. Bids shall be opened ~~by the city clerk, in public, and~~ publicly at the noticed time and ~~place stated in the notice inviting bids.~~ place. A tabulation ~~of all bids received~~ shall be ~~open~~ made available for public inspection ~~in the office of the city clerk during regular business hours~~ for ~~a period of~~ not less than thirty calendar ~~days after the bid opening.~~days.

E. Award. The City Council shall award to the lowest responsive and responsible bidder or as otherwise authorized by this chapter. Bid security, performance, and payment bonds may be required as specified.

~~F. Rejection of Bids. In its discretion, the city council may reject any and all bids prior to or following the opening of bids.~~

~~G. Award of Contracts. The city council shall award a contract to the lowest responsive and responsible bidder, pursuant to findings and recommendations presented by the purchasing supervisor (or his or her designee) at the time of award of contracts that are subject to this section.~~

~~H. Bidders' Security. When deemed necessary or appropriate by the purchasing supervisor (or by the customer who prepared the notice inviting bids, in the case of decentralized bidding), bidder's security may be prescribed in the public notice inviting bids. Bidders shall be entitled to the return of their bid security; provided, that a successful bidder shall forfeit its bid security upon refusal or failure to execute the contract within twenty days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award the contract to the next lowest responsible and responsive bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.~~

~~I. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the city council may: (i) accept either bid, or (ii) accept the lowest bid made by and after negotiation and rebid with the tied vendors.~~

~~J. Payment (Material) and Performance Bonds. The purchasing supervisor (or the customer, in the case of decentralized purchasing) shall have authority to require payment (material) and performance bonds before entering a contract in such amount as the purchasing supervisor (or customer) deems reasonably necessary to protect the best interests of the city. If a payment or performance bond is required, the form and amount of the bond shall be described in the notice inviting bids.~~

F. Tie bids; rejection; other procedures. As provided elsewhere in this chapter.

1.54.315 Best-value awards and reverse auctions.

A. Best-value awards. For purchases of supplies, equipment, or general services under Sections 1.54.310 or 1.54.320, the Purchasing Officer may recommend award on a best-value basis rather than to the lowest responsive and responsible bidder, provided that:

1. The solicitation clearly states that award will be made on a best-value basis and identifies the evaluation criteria and their relative weights;

2. The evaluation criteria may include unit cost, total cost of ownership, operating efficiency, quality and warranty, compatibility with existing City systems, maintenance costs, past performance, contractor experience and responsibility, delivery schedule, and other factors reasonably related to the City's interests;

3. Price or cost shall be a weighted evaluation factor; and

4. The Purchasing Officer prepares and retains a written evaluation summary documenting the basis for the award recommendation.

B. Reverse auctions. The Purchasing Officer may conduct a reverse auction for commodities or other items suitable for such a method, provided that:

1. All participants are pre-qualified under a publicly issued solicitation;

2. The auction is conducted through the City's e-procurement system or an approved third-party platform with a documented audit trail; and

3. Award is made to the lowest responsive and responsible bidder at close of the auction, or on a best-value basis consistent with subsection (A) if so stated in the solicitation.

C. Reverse auctions shall not be used for public projects, professional services, or any procurement where prohibited by the terms of the funding source.

D. This Section does not apply to Public Works procurements governed by Sections 1.54.410 through 1.54.495.

E. Best-value award methods shall not be used where State law, Federal law, or the terms of the funding source require award to the lowest responsive and responsible bidder. For federally funded sealed bidding under 2 CFR § 200.320, award shall be to the lowest responsive and responsible bidder unless competitive proposals are used.

1.54.320 Informal bidding procedures for city purchases of supplies, ~~equipment~~ equipment, and general services ~~between two~~ exceeding three thousand dollars up to and including fifty thousand dollars.

Purchases under this Section are subject to Section 1.54.165 (Anti-splitting).

Purchases of supplies, ~~equipment~~ equipment, and general services ~~at~~ with a purchase price or ~~having an~~ estimated value ~~equal to or~~ greater than ~~two thousand dollars but not greater~~ $3,000 and up to and including $50,000 (other than ~~fifty thousand dollars~~ professional services governed by Section 1.54.350, or those governed by Sections 1.54.410 through 1.54.495) may be made using the informal bidding procedures ~~prescribed by~~ of this ~~section rather than~~ Section in lieu of the formal bidding procedures ~~set forth in~~ of Section ~~1.54.310 of this chapter.~~1.54.310.

~~A. Necessary Requests and Approvals. For purchases of five thousand dollars or less, the informal procedures established by this section may be used by the purchasing supervisor or requesting customer upon receipt of a purchase requisition executed by a department manager. For purchases greater than five thousand dollars but less than or equal to fifty thousand dollars, the written approval of the director of finance is also required before the informal procedures established by this section may be used.~~

~~B. Solicitation of Written Quotations. When the purchasing supervisor is authorized to make purchases pursuant to the informal bidding procedures established by this section, the purchasing supervisor shall obtain at least three written quotations from commercial, public, or other open-market vendors.~~

A. Approvals. A department manager's approved requisition authorizes use of the informal procedures for any purchase over $3,000 up to and including $25,000. For purchases greater than $25,000 and up to $50,000, the written approval of the Director of Administrative Services is also required prior to award.

B. Quotations. The Purchasing Officer shall obtain at least three written quotations (email quotes acceptable) from vendors in the open market. Where reasonable, at least one quote should be solicited from a local business. Records shall be kept for not less than three (3) years after final payment, grant closeout, or project closeout, or longer as required by the City's records retention schedule or a funding source.

C. ~~Award of Contract. Following receipt of at least three such informal bids, the purchasing supervisor~~ Award. Subject to Section 1.54.315, award shall ~~award the contract~~ be to the vendor offering ~~the most advantageous quote~~ best value to the city ~~after consideration of~~ considering price, quality, durability, delivery, service, ~~delivery time,~~ standardization, and ~~any~~ other ~~factors deemed necessary by~~ relevant factors. Where state law, federal law, or the ~~purchasing supervisor~~ terms of the funding source requires award to ~~secure~~ the ~~best value for the city.~~ lowest responsive and responsible bidder, award shall be made on that basis.

~~D. Copies of Written Quotations. All written quotations required under this section shall be submitted to the purchasing supervisor (his or her designee), who shall keep copies (and other records deemed necessary or desirable by the purchasing supervisor) of those quotations and contracts for a period of two years after submission of quotations or the execution of contracts. These copies and records, while kept, shall be opened to public inspection, upon written request to the purchasing supervisor, except that vendor proprietary data shall not be opened to public inspection.~~

1.54.330 Open market purchases without formal or informal bidding for amounts ~~less than two~~ of three thousand ~~dollars.~~dollars or less.

~~Purchases of supplies, equipment and services for a purchase price of, or having an estimated value less than, two thousand dollars are exempt from both formal and informal bidding requirements. Such purchases may be made by the purchasing supervisor on the open market with three verbal quotations, or by private negotiated sale without restriction, subject to the requirements of Sections 1.54.110(B) and (E) of this chapter.~~

Purchases of $3,000 or less are exempt from formal and informal bidding. The Purchasing Officer or requesting department shall seek reasonable pricing commensurate with the purchase. At a minimum, the Purchasing Officer or requesting department shall make a documented price check or obtain informal quotes where practicable, and shall retain documentation in the procurement file consistent with administrative policy and the City's records retention schedule.

1.54.340 Local business credit.

A. Rule. In determining the lowest responsive and responsible bidder ~~pursuant to~~ under Section 1.54.310 ~~of this chapter (formal bidding procedures),~~ or the ~~lowest responsible~~ most advantageous vendor ~~pursuant to~~ under Section ~~1.54.320 of this chapter (informal bidding procedures), the purchasing supervisor shall be authorized to give~~ 1.54.320, a bid evaluation credit of ~~up to~~ five percent (5%) of the bid price or quotation shall be applied to a local business ~~for purchases and projects~~ that ~~do not exceed three hundred thousand dollars. If such~~ meets the eligibility requirements of this Section, provided that the solicitation expressly states the credit is ~~to be given, the dollar or percentage amount thereof~~ available. The credit shall be applied for purposes of evaluation only and shall not reduce the contract price payable to the awarded local business. The City Council may, by resolution, set ~~forth in the notice inviting bids or in the request for quotations. The purchasing supervisor shall~~

~~provide~~ a ~~form by which a local business shall document and certify that it qualifies for such credit, where applicable.~~lower fixed percentage applicable to all subsequent solicitations.

B. Cap. The local business credit shall not apply to purchases or projects with a total estimated value exceeding $250,000. The credit, when applied, shall not exceed five percent (5%) of the bid price or quotation.

C. Exclusions. The local business credit shall not apply:

1. To public works as defined by state law;

2. To procurements funded in whole or in part by any source where the funding source restricts geographic preferences, including federal awards governed by 2 CFR § 200.319, or where application of the credit would be inconsistent with the socioeconomic affirmative steps described in 2 CFR § 200.321; or

3. To any other category identified by administrative policy issued under Section 1.54.110.

D. Certification. A bidder seeking the credit shall complete the City-provided Local Business Certification form. The Purchasing Officer may verify certifications against the City's business license records.

E. Small & Local Business Program. The City Council may by resolution adopt a race- and gender-neutral Small & Local Business Program establishing detailed bid preferences, evaluation points, participation goals, or reporting requirements consistent with applicable law. Such program shall be implemented by administrative policy.

1.54.345 Local subcontracting on larger contracts.

On contracts with an estimated total value of $500,000 or more, the City strongly encourages prime contractors and proposers to make good-faith efforts to subcontract with qualified South Gate businesses where feasible and consistent with the scope of work. Solicitations subject to this Section shall invite proposers to submit a Local Business Participation Plan describing anticipated local subcontracting, outreach to local subcontractors, and unbundling of scopes where appropriate. The Local Business Participation Plan is encouraged but not required, and failure to submit one shall not, by itself, render a bid or proposal nonresponsive. This Section shall not be applied in a manner inconsistent with federal grant requirements or 2 CFR §§ 200.319 and 200.321 and applicable grant terms.

1.54.350 Procedures for professional ~~and other~~ services.

~~The procedures as set forth in this chapter shall not apply to purchase orders or contracts for professional or other services. The city manager shall prepare an administrative instruction setting forth the procedures to be followed by all city departments in contracting for professional and other services, which procedures shall be approved by the city council.~~

~~Pursuant to the authority granted by Government Code Sections 4525 through 4529.5, selection of professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms may be made on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. The provider of such services shall be selected only if the provider's services are obtained at fair and reasonable prices to the city or customer.~~

Selection of architectural and engineering services shall be on demonstrated competence and qualifications; other consultants may be selected on a best-value basis.

Architectural, engineering, environmental, and construction-related professional services for public projects shall not be retained through cooperative procurement contracts. For other professional services, cooperative purchasing or piggybacking under Section 1.54.510(C) is permitted, subject to the certifications required by that Section. The City may establish on-call or master service agreements for recurring professional services needs in accordance with Section 1.54.355.

A. The procedures of Sections 1.54.310 through 1.54.330 do not apply to professional services. The Director of Administrative Services shall maintain, within the Administrative Purchasing Policies and Procedures issued under Section 1.54.110(F), the procedures governing professional services contracts, including thresholds, solicitation methods, evaluation criteria, approval routing, standard contract forms, and negotiation authority. The standard contract forms and the Contract Negotiation Authority Matrix are issued under this subsection.

B. Qualifications-based selection shall be used as required by state law. For professional services not subject to qualifications-based selection, competitive proposals should be used where practicable, especially above the threshold in Section 1.54.220(C) ($50,000). Sole-source awards require written justification consistent with Section 1.54.510(B).

C. For funded projects subject to outside procurement rules, those rules govern in addition to this chapter.

D. Award authority for professional services contracts.

1. Professional services contracts with a total expected value of $100,000 or less may be awarded by the City Manager (or designee) following the qualifications-based or best-value selection process in the Administrative Purchasing Policies and Procedures.

2. Professional services contracts with a total expected value greater than $100,000 shall be awarded by the City Council upon recommendation of the City Manager.

3. Notwithstanding subsection (D)(1), any professional services contract or task order for design or construction management of a public project funded in whole or in part from sources requiring Council action shall be awarded or authorized by the City Council regardless of dollar amount, including a task order issued under Section 1.54.355.

E. Execution. Professional services contracts, task orders, and amendments authorized under this Section shall be executed by the City Manager or designee.

Purchases under this Section are subject to Section 1.54.165 (Anti-splitting).

1.54.355 On-call and master service agreements for professional services.

A. Authority. The City may enter into on-call or master service agreements with one or more professional services providers for recurring or anticipated needs that cannot be precisely scoped at the time of award. Each such agreement shall be procured through the qualifications-based or competitive process required for professional services under Section 1.54.220 and Section 1.54.350, using a publicly issued solicitation that identifies the scope categories, the agreement term, and the aggregate cap. Master service agreements with an aggregate cap exceeding $100,000 shall be awarded by the City Council under Section 1.54.350(D)(2); master service agreements with an aggregate cap of $100,000 or less may be awarded by the City Manager (or designee) under Section 1.54.350(D)(1).

B. Term. The initial term of an on-call or master service agreement shall not exceed three (3) years, with up to two (2) one-year extensions exercisable by the City Manager based on performance.

C. Aggregate cap. The solicitation shall state an aggregate cap representing the maximum cumulative value of task orders that may be issued under the agreement. The aggregate cap shall be set forth in the solicitation and approved at award in accordance with subsection (A) and may not be increased without further approval consistent with subsection (A).

D. Task orders. Individual task orders issued against the agreement are issued on the task order form prescribed by the Administrative Purchasing Policies and Procedures, incorporate the terms of the master agreement, shall be authorized in writing, shall identify the scope, schedule, and not-to-exceed price, shall be tracked cumulatively against the approved aggregate cap, and shall be approved as follows:

1. Task orders may be authorized by the City Manager (or designee) up to the remaining approved aggregate cap, subject to paragraphs (2) and (3).

2. No individual task order with a not-to-exceed price greater than $250,000 may be issued without City Council approval.

3. No task order may be issued that would cause the cumulative value of all task orders to exceed the approved aggregate cap. Increases to the aggregate cap require approval under subsection (A): if the increased aggregate cap exceeds $100,000, City Council approval is required; if the increased aggregate cap remains at or below $100,000, the City Manager (or designee) may approve the increase.

E. Multiple providers. Where more than one provider is awarded, the City shall use a documented method (rotation, qualifications-based mini-competition, or other reasonable method) to allocate task orders among providers.

1.54.365 Bid Protests.

A bidder or proposer may submit a written protest of an award or intended award in the manner and within the timeframes set forth in the Administrative Purchasing Policies and Procedures issued by the Director of Administrative Services under Section 1.54.110(F). At a minimum, the protest shall identify the solicitation or award at issue, state the specific grounds for protest, and include all supporting facts and documentation. Protests shall be directed to the Purchasing Officer (or designee) for an initial determination. A protestor may appeal an adverse determination to the City Manager, whose decision shall constitute the City's final administrative action. Nothing in this section creates a private right of action or limits the City's discretion where permitted by law.

1.54.370 Procurement During a Proclaimed Emergency or Disaster.

A. Purpose. To provide expedited, compliant procurement during a proclaimed local, state, or federal emergency, or when a public exigency or emergency will not permit delay from competitive procedures. For purposes of this Section, "proclaimed emergency or disaster" means a local emergency proclaimed pursuant to California Government Code § 8630 and Chapter 7.14 of this Code, a state of emergency proclaimed by the Governor pursuant to Government Code § 8625, or a federal disaster or emergency declared by the President pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The operational mechanisms in subsection (D) are available only during a proclaimed emergency or disaster, and that authority is coextensive with the duration of the proclamation or declaration and terminates upon its expiration or rescission. The remaining subsections of this Section apply both during a proclaimed emergency or disaster and where a public exigency or emergency will not permit the delay resulting from competitive solicitation. Before a proclamation is issued, the City Manager may exercise the authority delegated in subsection (B) subject to the written findings

required by subsection (B)(1) and the reporting required by subsection (B)(2), and a Department Director or the Director of Administrative Services may authorize a procurement within the limits of subsection (C) only with the prior concurrence of the City Manager.

B. Statutory Authority and Council Delegation. This Section is enacted pursuant to Public Contract Code § 22050. By adoption of this Chapter by a four-fifths vote, as required by Public Contract Code § 22050(b)(1), the City Council delegates to the City Manager the authority to order any action specified in Public Contract Code § 22050(a)(1), including the repair or replacement of public facilities, the procurement of equipment, services, and supplies necessary to respond to an emergency, and any directly related and immediate action required by that emergency, without giving notice for bids to let contracts.

1. Findings Required. Before exercising authority under this subsection, the City Manager (or designee) shall make a written finding, supported by substantial evidence, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

2. Initial Council Review. The City Manager shall report the emergency action to the City Council not later than seven (7) days after the action, or at the next regularly scheduled City Council meeting if that meeting will occur not later than fourteen (14) days after the action, as required by Public Contract Code § 22050(c)(2). The report shall state the reasons justifying why the emergency would not permit a delay from competitive solicitation and why the action was necessary.

3. Continuing Council Review. After the initial review under paragraph (2), the City Council shall review the emergency action at each subsequent regularly scheduled meeting until the action is terminated, and shall determine by a four-fifths vote whether there is a need to continue the action. If the City Council meets weekly, it may, after the initial review, review the emergency action every fourteen (14) days as authorized by Public Contract Code § 22050(c)(2).

4. Termination. The City Manager may terminate emergency action under this subsection at any time. Consistent with Public Contract Code § 22050(c)(2), no further Council review under paragraph (3) is required with respect to an action terminated before the City Council has reviewed that action and made a determination on the need to continue it.

5. Scope of the statutory delegation; other emergency purchasing. The delegation made by this subsection is the authority described in Public Contract Code § 22050(a)(1), which reaches the repair or replacement of a public facility, action directly related to and immediately required by the emergency, and the equipment, services, and supplies necessary for those purposes. Procurement of other goods and services needed to respond to an emergency, including sheltering, mass care, food and water, transportation, communications, and continuity of City operations, is not made under Public Contract Code § 22050. That procurement is authorized by the City's general purchasing authority under Government Code §§ 37100 through 37103 and 54201 through 54205 and by the City's emergency organization provisions, is exempt from formal and informal bidding under Section 1.54.510(D), and is subject to the routing in subsection (C) and the competition, documentation, and reporting requirements of subsections (E) and (F). The findings requirement in paragraph (1) and the four-fifths review requirements in paragraphs (2) and (3) apply only to action taken under Public Contract Code § 22050.

C. Approval Authority During Emergencies. This subsection does not delegate authority under Public Contract Code § 22050. It establishes the internal approval routing by which the authority delegated to the City Manager under subsection (B) is exercised within the organization, and the City Manager remains accountable to the City Council for all action taken under that delegated authority. Subject to the foregoing, during a proclaimed emergency or disaster, or where a public exigency or emergency will not permit delay, procurement decisions under subsection (B) and under the general emergency purchasing authority described in subsection (B)(5) are routed as follows, notwithstanding the dollar thresholds otherwise applicable under this Chapter:

1. Department Director or designee: up to and including $25,000 per procurement;

2. Director of Administrative Services or designee: up to and including $100,000 per procurement;

3. City Manager or designee: up to and including $500,000 per procurement; and

4. City Council: any procurement greater than $500,000, except where the City Manager makes a written determination that the emergency does not permit delay for Council action, in which case the City Manager may proceed under subsection (B) and report to Council pursuant to subsection (B)(2).

All procurements made under this subsection shall be reported and, where applicable, ratified by the City Council within the time required by subsection (B)(2) and Public Contract Code § 22050(c)(2), and otherwise at the next regularly scheduled meeting after the procurement is made. Notwithstanding Section 1.54.140(A), a procurement authorized under this Section may be made without a sufficient unencumbered appropriation where the emergency or exigency does not permit delay, provided that the Director of Administrative Services identifies the intended funding source and presents a budget amendment to the City Council at the meeting at which the procurement is reported.

D. Operational Mechanisms During Emergencies. During a proclaimed emergency or disaster, and notwithstanding any other provision of this Chapter, the Director of Administrative Services may authorize the following operational mechanisms to expedite procurement:

1. Elevated procurement card transaction and monthly limits for designated cardholders, subject to the Administrative Purchasing Policies and Procedures.

2. Advance payments to vendors where required to secure necessary equipment, services, or supplies, subject to written documentation of the circumstances and reasonableness.

3. Use of pre-screened cooperative purchasing agreements with abbreviated certification under Section 1.54.510(C), provided that full certification is completed within thirty (30) days after the procurement.

4. After-hours and electronic-signature execution of contracts and purchase orders, with the same legal effect as in-person execution during business hours.

5. Such other operational mechanisms as the Director of Administrative Services determines are necessary to expedite procurement, consistent with applicable law and funding-source requirements.

E. Competition to the Maximum Extent Practicable. When time allows, the City will seek at least three (3) quotes or proposals using electronic means. When not practicable, the Purchasing Officer shall document the circumstances and the basis for the selection and price reasonableness.

F. Documentation & Posting. The Purchasing Officer shall ensure documentation of the emergency circumstances, vendor selection, price reasonableness, and any noncompetitive justification. Emergency awards shall be presented to the City Council on the schedule required by subsection (B)(2), and posted to the City's website as soon as practicable.

G. Federal Requirements. For federally funded procurements, the City shall follow 2 CFR 200, applicable agency guidance, and any grant-specific terms, including domestic preferences, contract clauses, and debarment checks.

H. Duration. Emergency procedures are limited to the period reasonably necessary to address the emergency. Routine or long-term needs shall transition back to standard competitive methods.

I. Labor Costs and FEMA Reimbursement. Procurement of supplies, equipment, and services under this Section is distinct from authorization of City personnel labor costs (including overtime, premium pay, and compensatory

time) incurred during an emergency response. Eligibility of labor costs for reimbursement under the FEMA Public Assistance Program or other federal disaster assistance programs depends on the City's pre-disaster written labor policy, which is established outside this Chapter. Departments incurring labor costs that may be subject to federal reimbursement shall coordinate with the Director of Administrative Services and the Director of Human Resources to ensure documentation and timekeeping practices support reimbursement.

1.54.410 Adoption of Uniform Construction Cost Accounting Act's ~~Accounting Procedures.~~accounting procedures.

~~The purpose of Sections 1.54.410 through 1.54.490 of this chapter is to provide for an alternative method for the bidding of public projects, maintenance work, and related work, as authorized by California Public Contract Code Sections 22000 et seq.~~

~~Purchases made by the city related to public projects, maintenance work, and other work that is the subject of Sections 1.54.410 through 1.54.490 of this chapter shall be made by the purchasing supervisor pursuant to the provisions of Section 1.54.130 of this chapter, unless an exemption from centralized purchasing applies under Sections 1.54.210 through 1.54.230 of this chapter.~~

~~However, bidding for such public projects, maintenance work, and any other construction work, including that which does not fall within the definition of a "public project" set forth in Public Contract Code Section 22002(c), may at the city's discretion be bid using the alternative bidding methods set forth in Sections 1.54.410 through 1.54.490 of this chapter.~~

~~The city is able to utilize the alternative bidding method, also known as informal bidding, pursuant to the authority granted to city governments by Public Contract Code Section 22003. In order to become eligible to exercise the rights granted by Public Contract Code Section 22003, the city of South Gate, on May 9, 2000, passed, approved and adopted Resolution 6564. In that resolution, the city elected to become subject to the Uniform Construction Cost Accounting Procedures set forth in the Uniform Public Construction Cost Accounting Act, and to become subject to the Policies and Procedures Manual and cost accounting review procedures established by the California Uniform Public Construction Cost Accounting Commission, as they may each from time to time be amended, which shall apply to public projects, maintenance work, and any other construction work, including that which does not fall within the definition of public project set forth in Public Contract Code Section 22002(c).~~

~~All city departments and other customers are subject to Sections 1.54.410 through 1.54.490 of this chapter (Ord. 2063; Public Contract Code 22030.)~~

Public Works procurements shall follow Sections 1.54.410 through 1.54.495; the general purchasing procedures in Sections 1.54.310 through 1.54.330 apply only where expressly referenced in Sections 1.54.410 through 1.54.495.

The City reaffirms its election to utilize the alternative bidding methods authorized by the Uniform Public Construction Cost Accounting Act (UPCCAA) for public projects as defined in Public Contract Code § 22002, including use of informal bidding under PCC § 22032 and force account/negotiated contracts under PCC § 22032(a). Maintenance contracts that are not public projects within the meaning of Public Contract Code § 22002 are procured under Section 1.54.486 of this Chapter.

1.54.420 Duties and responsibilities of ~~public works director.~~Public Works Director.

~~The public works director has the authority to do all of the following with respect to public projects, maintenance work, and similar construction projects:~~

~~A. Prepare (or arrange for the preparation of) and approve plans, specifications and working details for all public projects, maintenance work, and similar construction work that qualifies for the bidding procedures established by Sections 1.54.410 through 1.54.490 of this chapter;~~

~~B. Invite bids, prepare bid packages, and manage the bidding process for such public projects, maintenance work, and similar construction work pursuant to the provisions of Sections 1.54.410 through 1.54.490 of this chapter;~~

~~C. With respect to contracts which are the subject of formal bidding procedures pursuant to Section 1.54.440 of this chapter, the city manager and the public works director have the authority to recommend that the city council award the contracts to the lowest responsive and responsible bidder. With respect to contracts which are the subject of the informal bidding procedures pursuant to Section 1.54.450 of this chapter, the city manager or to any other person designated in writing by the city manager, has the authority to award those contracts to the lowest responsive and responsible bidder;~~

~~D. Obtain from any contractor to whom a contract is awarded pursuant to Sections 1.54.410 through 1.54.490 of this chapter, and to deliver to the purchasing supervisor, any of the following to the extent deemed necessary or desirable by the public works director or the purchasing supervisor: (i) contractors' insurance certificates and policies required by the terms of the contract; (ii) licensing information confirming that the contractor holds any and all licenses required by the terms of the contract; (iii) verification that any signatures appearing on the contract are the signatures of individuals authorized to bind the contractor to the contract; (iv) performance and material bonds, insurance certificates, and evidence of workers' compensation coverage; and (v) any other documents or information confirming that the contractor is eligible to receive the award of the contract;~~

~~E. Prepare and implement written policies as the public works director deems necessary or desirable to facilitate the actions authorized by Sections 1.54.410 through 1.54.490 of this chapter; and~~

~~F. Designate one or more assistants, and to delegate to such assistant(s) the right to perform any of the duties set forth in this section.~~

The Public Works Director is authorized to prepare plans and specifications, invite bids, manage bidding, recommend/award within authority, secure required contractor documents, and delegate duties. Electronic advertising and receipt of bids may be used where authorized.

1.54.430 Lists of qualified contractors and construction trade journals.

~~To ensure that the public works director is able to mail notices, pursuant to Public Contract Code Sections 22034 and 22036, of formal or informal construction contracts being bid pursuant to Sections 1.54.440 and 1.54.450 of this chapter, the public works director shall maintain and keep current both of the following lists:~~

A. The Public Works Director shall maintain, and keep current:

~~A. List of Qualified Contractors. The public works director shall maintain a~~ 1. A list of qualified contractors eligible to submit bids on informal ~~contracts awarded~~ contracts, organized by ~~the city. That list shall identify the qualified contractors according to categories~~ category of ~~work. A licensed contractor wishing to be on the list must first submit a request letter to the public works director. In developing~~ work and ~~maintaining that list, the public works director shall comply~~ consistent with ~~any~~ criteria established by the California Uniform Construction Cost Accounting Commission ~~pursuant to~~ under Public Contract Code ~~Section 22034.~~ § 22034; and

~~B. List of Construction Trade Journals. The public works director shall also maintain a~~ 2. A current list of ~~the names and addresses of all~~ construction trade journals identified by ~~the California Uniform Construction Cost Accounting~~ that Commission ~~pursuant to~~ under Public Contract Code ~~Section~~ § 22036.

B. Notices of formal and informal bidding under Sections 1.54.440 and 1.54.450 shall be distributed using these lists as required by state law.

C. Pre-qualification under PCC § 20101. Public Contract Code § 20101 authorizes pre-qualification of prospective bidders but does not itself establish a dollar floor. As a matter of City policy, for public works projects expected to exceed $1,000,000, the Public Works Director may require pre-qualification of bidders pursuant to Public Contract Code § 20101 prior to bid opening. Pre-qualification may also be required on projects below that amount where the Public Works Director determines it is warranted by project complexity or risk. Pre-qualification shall use a uniform questionnaire and rating system adopted by the City and shall provide a process for appeal of disqualification consistent with state law. Only pre-qualified bidders shall be permitted to submit bids on the project.

1.54.440 Formal bidding procedures for contracts in excess of ~~one hundred seventy-five thousand dollars (or such other amount as may hereafter be established by~~ the state ~~law)~~ informal bidding threshold pertaining to public projects and certain other construction-related activities.

~~The public works director may utilize the formal bidding procedures set forth in this section for any "public project" (as defined below) having a contract price or estimated cost of more than the threshold amount for which informal bidding is authorized by the California Uniform Construction Cost Accounting Commission ("CUCCAC"). As of March 5, 2013, that threshold amount was one hundred seventy-five thousand dollars, but in accordance with Section 1.54.030, the threshold amount for purposes of this section will automatically be increased or decreased to correspond with changes established by the CUCCAC. In determining the applicability of this section, the city shall rely on the threshold amount published by the CUCCAC on its website (www.sco.ca.gov/ard_cuccac) or otherwise disclosed to the city by the CUCCAC. As used herein, the term "public project" has the meaning set forth in Section 1.54.020. In accordance with provisions of the Uniform Public Construction Cost Accounting Act set forth at Public Contract Code Section 22002(d), "public project" does not include "maintenance work," defined therein to include all of the following: (1) routine, recurring and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) minor repainting; (3) resurfacing of streets and highways at less than one inch; (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; and (5) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of two hundred thirty thousand volts and higher. Pursuant to other provisions of the Uniform Public Construction Cost Accounting Act set forth at Public Contract Code Section 22003, the city may, but is not required to, utilize the formal bidding procedures established by this section when contracting for maintenance work or any other work which does not fall within the definition of "public project" as defined in the Uniform Public Construction Cost Accounting Act.~~

~~A. Notice Inviting Bids. The public works director shall prepare a notice inviting public bids. That notice shall state the time and place for the receiving and opening of sealed bids and shall distinctly describe the project. The notice may also include bond requirements of Section 1.54.490, if stipulated by the public works director. The public works director shall cause the notice to be issued in all of the following ways:~~

~~1. At least fourteen calendar days before the date of opening the bids, (i) by publishing the notice in a newspaper of general circulation, printed and published in the jurisdiction of the city; (ii) if there is no~~

~~newspaper printed or published within the city, then the notice shall be published in a newspaper of general circulation which is circulated within the city; or (iii) if there is no newspaper which is circulated within the jurisdiction of the city, publication shall be done by posting the notice in at least three places within the jurisdiction of the city as have been designated by ordinance or regulation of the city as places for the posting of its notices;~~

~~2. Not less than fifteen calendar days before the date of opening the bids, the notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals on the list maintained by the public works director pursuant to Section 1.54.430(B); and~~

~~3. In addition, the public works director may give any other notice he or she deems proper, including without limitation delivering notice to additional contractors and/or construction trade journals.~~

~~4. If subsequent changes in state law create new or modified definitions (including but not limited to definitions of the terms "maintenance work" or "public project"), notice periods or procedures which are different from those set forth in this section, then the public works director or other authorized city representative shall proceed according to those state law notice provisions rather than those set forth herein.~~

A. Notice inviting bids shall: (1) be published in a newspaper of general circulation at least fourteen (14) calendar days before the date of bid opening; (2) be sent by mail or electronically (fax or email) to all construction trade journals identified by the California Uniform Construction Cost Accounting Commission under Public Contract Code § 22036 at least fifteen (15) calendar days before the date of bid opening; (3) be sent to all contractors on the qualified contractors list for the category of work to be bid (Section 1.54.430(A)(1)); and (4) may also be posted on the City's website or e-procurement portal. If state law modifies required notice periods or methods, state law controls.

B. ~~Opening of~~ Bids ~~and Award of Contract. All bids shall be sealed and sent to the city clerk's office. At the time provided in the notice, all bids timely received~~ shall be opened publicly by the city ~~clerk's office (or by any other designee of~~ clerk at the ~~city clerk).~~ noticed time and place (physical or electronic). Unless all bids are ~~rejected pursuant to Section 1.54.475, the public works director~~ rejected, award shall ~~recommend to the city council that the contract~~ be ~~awarded~~ recommended to the lowest responsive and responsible ~~bidder. The contract shall be awarded by the city council.~~bidder for City Council action.

C. ~~Execution of Contract. Any contract awarded pursuant to this section~~ Contracts shall be executed by authority delegated by ~~city council.~~the City Council.

1.54.450 Informal bidding procedures for contracts ~~between forty-five thousand dollars and one hundred seventy-five thousand dollars (or such other amounts as may hereafter be established by~~ at or below the state ~~law)~~ informal bidding threshold pertaining to public projects and certain other construction-related activities.

~~The public works director may utilize the informal bidding procedures set forth in this section for any "public project" (as defined below) having a contract price or estimated cost within the range for which informal bidding is authorized by the California Uniform Construction Cost Accounting Commission ("CUCCAC"). As of March 5, 2013, that range was more than forty-five thousand dollars but less than or equal to one hundred seventy-five thousand dollars, but in accordance with Section 1.54.030, the range for purposes of this section will automatically be increased or decreased to correspond with changes established by the CUCCAC. In determining the applicability of this section, the city shall rely on the dollar range published by the CUCCAC on its website (www.sco.ca.gov/ard_cuccac) or otherwise disclosed to the city by the CUCCAC. As used herein, the term "public project" has the meaning set forth in Section 1.54.020. In accordance with provisions of the Uniform Public~~

~~Construction Cost Accounting Act set forth at Public Contract Code Section 22002(d), "public project" does not include "maintenance work," defined therein to include all of the following: (1) routine, recurring and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) minor repainting; (3) resurfacing of streets and highways at less than one inch; (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; and (5) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of two hundred thirty thousand volts and higher. Pursuant to other provisions of the Uniform Public Construction Cost Accounting Act set forth at Public Contract Code Section 22003, the city may, but is not required to, utilize the informal bidding procedures established by this section when contracting for maintenance work or any other work which does not fall within the definition of "public project" as defined in the Uniform Public Construction Cost Accounting Act.~~

A. Notice. The Public Works Director shall provide notice inviting informal bids not less than ten (10) calendar days before bids are due, mailed or emailed to all contractors on the qualified contractors list for the category of work to be bid (Section 1.54.430(A)(1)) and to the construction trade journals designated by the California Uniform Construction Cost Accounting Commission for Los Angeles County (Section 1.54.430(A)(2)). Notices shall also be posted on the City website or e-procurement portal.

~~A.~~ B. Notice ~~Inviting Bids.~~ Content. The ~~public works director shall prepare a notice inviting public bids. That~~ notice shall describe the project in general terms, ~~shall describe how to obtain~~ indicate where more detailed information ~~about the project,~~ may be obtained, and ~~shall~~ state the time and place for submission of ~~bids. The notice may also include bond requirements of Section 1.54.490, if stipulated by the public works director. The public works director shall cause the notice to be issued in either of the following ways:~~bids.

~~1. By mailing, at least ten calendar days before the date on which bids are due, a copy of the notice to all of the construction trade journals on the list maintained by the public works director pursuant to Section 1.54.430(B); or~~

C. Award. The Public Works Director (or designee) may award contracts to the lowest responsive and responsible bidder. Execution shall be by the City Manager or designee.

~~2. By mailing, at least ten calendar days before the date on which bids are due, a copy of the notice to all contractors for the category of work being bid as shown on the list maintained by the public works director pursuant to Section 1.54.430(A); provided, however, that if the product or service that is the subject of the notice is proprietary in nature such that it can only be obtained from a certain contractor or contractors, then the notice inviting bids shall be sent exclusively to such contractor or contractors; and further provided, that if the list maintained by the public works director contains no contractors for the particular category of work to be performed, then only the notices required by subsections (A)(1) and (2) of this section need be sent; and~~

~~3. If subsequent changes in state law create new or modified definitions (including but not limited to definitions of the terms "maintenance work" or "public project"), notice periods or procedures which are different from those set forth in this subsection (A), then the public works director or other authorized city representative shall proceed according to those state law notice provisions rather than those set forth herein.~~

~~In addition, the public works director may give any other notice he or she deems proper, including without limitation delivering notice to additional contractors and/or construction trade journals.~~

~~B. Submission of Sealed Bids. Bids shall be submitted to the office of the city clerk (or such other location specified in the notice inviting bids) in sealed envelopes. The outside of the envelope shall identify the contents as a bid by referencing the bid number or other identifying information required by the notice inviting bids and~~

~~corresponding information for bidders prepared by the city. Bids submitted to a location other than that specified in the notice inviting bids, or bids submitted after the time specified in the notice inviting bids, shall be returned unopened.~~

~~C. Opening of Bids and Award of Contract. At the time provided in the notice, all bids timely received shall be opened. Following the opening of the bids, the public works director may do any of the following:~~

~~1. Award the contract to the lowest responsive and responsible bidder; or~~

~~2. Reject all bids pursuant to Section 1.54.475; or~~

~~3. If all bids received are in excess of one hundred seventy-five thousand dollars but do not exceed one hundred eighty-seven thousand five hundred dollars, the public works director may recommend that the contract be awarded to the lowest responsive and responsible bidder. Upon such a recommendation, the city council may, by adoption of a resolution by a four-fifths vote, award the contract to the lowest responsive and responsible bidder (in an amount not exceeding one hundred eighty-seven thousand five hundred dollars) if the city council determines that the public works director's original estimation of the cost of the project was reasonable. The dollar amounts specified in this subsection (C)(3) are effective as of March 5, 2013, but shall automatically be adjusted to correspond to subsequent adjustments made by the CUCCAC or by the amendment of California Public Contract Code Section 22034(f).~~

~~4. If all bids received are greater than one hundred eighty-seven thousand five hundred dollars (or are between one hundred seventy-five thousand dollars and one hundred eighty-seven thousand five hundred dollars but the contract is not awarded pursuant to subsection (C)(3) of this section), and if the public works director elects to rebid the project, the project must be rebid using the formal bidding procedures set forth in Section 1.54.440. The dollar amounts specified in this subsection (C)(4) are effective as of March 5, 2013, but shall automatically be adjusted to correspond to subsequent adjustments made by the CUCCAC or by the amendment of California Public Contract Code Section 22034(f).~~

~~D. Execution of Contract. Any contract awarded pursuant to this section shall be executed by city manager or his/her designee.~~

D. Award When All Bids Exceed Threshold. If all bids received exceed the state informal bidding threshold under Public Contract Code § 22032(b), the City Council may, by adoption of a resolution by a four-fifths vote, award the contract at no more than $235,000 (or such other amount as is set by Public Contract Code § 22034(d) as it may be amended) to the lowest responsive and responsible bidder, provided the Council determines the cost estimate was reasonable.

E. Re-bid; Rejection. The Public Works Director may reject all bids and re-solicit, or use the formal procedures of Section 1.54.440, when in the City's best interest.

Informal bids shall use the City's current contractor list(s) and trade journals consistent with Public Contract Code §22034 and City policy.

1.54.460 Performance of contracts ~~for less than forty-five thousand dollars (or such other amount as may hereafter be established by~~ at or below the state ~~law)~~ force-account/negotiated threshold pertaining to public projects and certain other construction-related activities.

~~Any "public project," and, at the city's discretion, any "maintenance work" (as those terms are defined in Sections 1.54.020, 1.54.440 and 1.54.450) or any other work which does not fall within the definition of "public project" as defined in the Uniform Public Construction Cost Accounting Act, having a contract price or estimated cost at or below the threshold amount established by the California Uniform Construction Cost Accounting~~

~~Commission ("CUCCAC"), may, at the direction of the public works director, be performed in any of the ways set forth below without any formal or informal bidding procedure. As of March 5, 2013, that threshold amount was forty-five thousand dollars, but in accordance with Section 1.54.030, the threshold amount for purposes of this section will automatically be increased or decreased to correspond with changes established by the CUCCAC. In determining the applicability of this section, the city shall rely on the threshold amount published by the CUCCAC on its website (www.sco.ca.gov/ard_cuccac) or otherwise disclosed to the city by the CUCCAC:~~

~~A. By force account using employees of the city;~~

~~B. By purchase order pursuant to Sections 1.54.110 through 1.54.230; or~~

~~C. By a negotiated contract which the public works director negotiates on the city's behalf and which is executed by the city manager or his or her designee.~~

The Public Works Director may perform eligible work by force account, by purchase order under Sections 1.54.110-1.54.230, or by negotiated contract executed by the City Manager or designee.

1.54.467 Design-build and progressive design-build delivery.

A. Authority. The Public Works Director, with City Council approval, may procure public projects using design-build delivery in accordance with Public Contract Code § 22160 et seq., or progressive design-build delivery in accordance with Public Contract Code § 22170 et seq. or § 22185 et seq., in each case only for projects that are eligible under the applicable chapter and only while that authority remains in effect. Eligibility is determined by state law, which limits each delivery method by the type of local agency, the type of project, the project cost, the number of projects, and the term of the authorization, and which imposes reporting obligations on agencies that use these methods. The Administrative Purchasing Policies and Procedures shall state the eligibility criteria, cost thresholds, project limits, reporting obligations, and expiration dates then in effect under state law, and shall be updated as state law changes. No solicitation shall be issued under this Section until the Public Works Director, in consultation with the City Attorney, has confirmed in writing that the project is eligible under the applicable chapter.

B. Findings. Prior to issuing a solicitation under this Section, the Public Works Director shall prepare written findings supporting use of the alternative delivery method, including consideration of project complexity, schedule constraints, opportunities for design innovation, and total cost. The findings shall be presented to the City Council for approval prior to issuance of the solicitation. The City Council approval required by subsection (A) is given by approving the findings under this subsection, and a further approval is required at award under subsection (D).

C. Procurement procedures. Solicitations under this Section shall follow the procedures of Public Contract Code § 22160 et seq., § 22170 et seq., or § 22185 et seq., as applicable, including best-value or qualifications-based selection as applicable, public notice, prequalification of design-build entities, the standard organizational conflict-of-interest guidelines required by those chapters, any skilled and trained workforce requirement imposed by the applicable chapter, and statutory reporting. Where more than one chapter would authorize the project, the Administrative Purchasing Policies and Procedures shall identify the pathway selected and the reason for the selection. Sections 1.54.440 and 1.54.450 do not apply to design-build procurements under this Section, and Section 1.54.475 applies only as to the City's authority to reject any and all bids.

D. Council award. Award shall be recommended by the Public Works Director to the City Council for approval. The contract shall be executed by the City Manager or designee.

E. Federal funding. Where federal funds are used, design-build and progressive design-build procurements shall additionally comply with 2 CFR 200 and any awarding-agency requirements.

1.54.470 Exceptions to bidding requirements for public projects, maintenance work, and similar construction-related activities in case of emergencies.

~~In case of emergency when repair or replacements are necessary, the city may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the public works director, by contractor, or by a combination of the two. In any such emergency, if notice for bids will not be given, the city shall comply with the procedures in Public Contract Code Section 22050 (Emergency Contracting Procedures). These procedures require, before any emergency action is taken, that the city council authorize the action by a four-fifths vote and make a finding based on substantial evidence that: (a) the emergency will not permit a delay resulting from the competitive solicitation for bids; and (b) the action is necessary to respond to the emergency. The city council must also review the action at every regular meeting until the action is terminated to determine, by a four-fifths vote, that there is a need to continue the action.~~

Emergency public works contracting is governed by Public Contract Code § 22050 and shall be conducted in accordance with all provisions of Section 1.54.370 (Procurement During a Proclaimed Emergency or Disaster), including the statutory authority and Council delegation, approval thresholds, operational mechanisms, documentation, ratification, and federal grant compliance provisions of that Section. Sections 1.54.440, 1.54.450, 1.54.460, and 1.54.467 do not apply to emergency public works contracts entered into under this Section.

1.54.475 Rejection of bids.

~~A. The city has the absolute right, in its sole discretion, to reject all bids submitted pursuant to Sections 1.54.440 and 1.54.450 of this chapter.~~

~~B. If, after the first invitation for bids under Section 1.54.440 or 1.54.450 of this chapter, all bids are rejected, the city may, after reevaluating its cost estimates of the project, either:~~

~~1. Abandon the project;~~

~~2. Readvertise for bids pursuant to Section 1.54.440 or 1.54.450 of this chapter; or~~

~~3. Subject to subsection C of this section, by passage of a resolution by a four-fifths vote of the city council declaring that the project can be performed more economically by the employees of the public agency, cause the project to be performed by force account without further complying with Sections 1.54.410 through 1.54.490 of this chapter.~~

~~C. Prior to taking the actions set forth in subsection (B)(3) of this section, the city shall furnish a written notice to the apparent low bidder. The notice shall inform the bidder of the city's intent to reject the bid, and shall be mailed at least two business days prior to the hearing at which the city intends to reject the bid.~~

The City may reject any and all bids. If, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the City, the City intends to declare the project can be performed by force account, the City shall furnish written notice to the apparent low bidder of its intention to reject the bid, mailed at least two (2) business days before the hearing at which the City intends to reject the bid, as required by Public Contract Code § 22038. After re-evaluating its cost estimates, the City may: (1) abandon the project or

re-advertise for bids; or (2) by passage of a four-fifths vote of the City Council, declare that the project can be performed more economically by City employees and have the project done by force account.

1.54.480 Tie bids.

~~If two or more bids are the same and the lowest, the public works director (in the case of bids received pursuant to Section 1.54.450 of this chapter) or the city council (in the case of bids received pursuant to Section 1.54.440 of this chapter) may in his, her or its discretion, award the contract to either of the lowest bidders pursuant to Public Contract Code Section 22038(b).~~

Tie-bid procedures shall be as authorized by state law.

1.54.485 Performance of public projects and maintenance work when no bids are received.

~~If a project is put out to bid pursuant to the formal or informal bid procedures of Section 1.54.440 or 1.54.450 of this chapter and no bids are received through those formal or informal procedures, then pursuant to Public Contract Code Section 22038(c) the project may be performed (without any further formal or informal bidding procedures) in either of the following ways:~~

~~A. By force account using employees of the city; or~~

~~B. Under a negotiated contract which the public works director negotiates on the city's behalf and which is executed by the purchasing supervisor pursuant to the procedures, conditions and restrictions set forth in Sections 1.54.110 through 1.54.140 of this chapter.~~

If no bids are received under formal or informal procedures, the City may perform the work by force account or by negotiated contract consistent with this chapter.

1.54.486 Procedures for entering into maintenance contracts where no public bidding is required.

Where the ~~city~~ City proposes to enter into a contract for ~~"maintenance work" as that term is defined in~~ maintenance work within the meaning of Public Contract Code ~~Section~~ § 22002(d) ~~and in Sections 1.54.440 and 1.54.450, such work~~ that does not constitute a ~~"public project" and need not be bid pursuant to~~ public project under Public Contract Code § 22002(c), the ~~provisions of said Sections 1.54.440 and 1.54.450. In such cases, the public works director~~ Public Works Director shall ~~utilize~~ use one of the following ~~procedures for recommending to the city council the person or entity to whom the maintenance contract shall be awarded:~~procedures:

~~A. Contracts of Five Thousand Dollars or Less. Contracts in amounts of five thousand dollars or less shall be entered into pursuant to the provisions of Sections 1.54.320(A) and 1.54.330 to the extent those apply.~~

~~B. Informal Request for Proposals for Contracts between Five Thousand Dollars and Twenty-Five Thousand Dollars. For contracts in amounts greater than five thousand dollars but not more than twenty-five thousand dollars, the city manager, public works director, or person designated by either of those two city officers shall contact (in person, by telephone or in writing) a minimum of three maintenance providers, provide them with information regarding the maintenance project to the extent the said manager, director or designee deems necessary, and obtain information from those providers regarding their qualifications and the amount they would charge to perform the maintenance services. The city manager, public works director, or person designated by either of those two city officers shall also negotiate the terms of the proposed contract with one or more of those prospective maintenance providers. The city manager, public works director, or person~~

~~designated by either of those two city officers shall take into account not only the price offered by the proposers but also their qualifications and any other relevant criteria. The city manager, public works director, or person designated by either of those two city officers may, but need not, recommend to the city council that the contract be awarded to the person or entity offering to perform the services for the lowest cost. The city council may, but need not, award the contract to the person or entity offering to perform the services for the lowest cost.~~

~~C. Formal Request for Proposals for Contracts Greater than Twenty-Five Thousand Dollars. For contracts in amounts greater than twenty-five thousand dollars, the city manager, public works director, or person designated by either of those two city officers shall issue a formal request for proposals. That request shall describe the maintenance work in general terms, shall describe how to obtain more detailed information about the project, shall state the time for submission of sealed proposals, and shall require all such proposals to be submitted to the city clerk's office (to the attention of the department director requesting such proposal). The request for proposal shall also invite the proposers to provide information as to their qualifications for the maintenance work that is the subject of the request, and to indicate the price for which the proposers would perform that maintenance work. The request shall also contain any other information or requests which the city manager, public works director, or person designated by either of those two city officers deems relevant. No specific procedures for distributing the request for proposals or notice inviting proposals need to be followed, but at a minimum (a) the cover page of, or other notice generally describing, the request for proposals or notice inviting proposals shall be published at least once in a newspaper of general circulation in the city not less than two weeks prior to the opening of the proposal, and (b) the city manager, public works director, or person designated by either of those two city officers shall advertise, publicize or otherwise distribute the request in a manner reasonably likely to cause an adequate number of responses to be returned to the city. A full copy of the request for proposals or notice inviting proposals, in hard copy or electronic form, shall be provided to any prospective proposer upon request. The city manager, public works director, or person designated by either of those two city officers may, but need not, recommend to the city council that the contract be awarded to the person or entity offering to perform the services for the lowest cost. The city council may, but need not, award the contract to the person or entity offering to perform the services for the lowest cost.~~

~~D. Formal or Informal Bidding. Notwithstanding anything to the contrary set forth in subsections (A), (B) and (C) of this section, the public works director may, but need not, elect not to use the procedures discussed in those paragraphs and instead bid the maintenance work using the formal or informal bidding procedures established by Sections 1.54.440 and 1.54.450.~~

A. Contracts of $3,000 or less. The Public Works Director or designee may procure the work directly from a qualified provider with documented price reasonableness and without competitive bidding. Documentation shall be retained in the procurement file consistent with administrative policy and the City's records retention schedule.

B. Contracts greater than $3,000 and up to $50,000. The Public Works Director or designee shall contact at least three (3) qualified maintenance providers in person, by telephone, by electronic mail, or through the City's e-procurement portal, and obtain qualifications and pricing information. Award shall be on a best-value basis considering qualifications, price, and other relevant criteria.

C. Contracts greater than $50,000. The Public Works Director or designee shall issue a formal Request for Proposals describing the scope, qualification requirements, and proposal submission instructions. The RFP shall be posted to the City's website or e-procurement portal at least fourteen (14) calendar days before the proposal due date, and may also be published or distributed by other means reasonably likely to produce an adequate response. Award shall be recommended to the City Council, which may accept or reject any proposal.

D. Alternative bidding. The Public Works Director may elect to procure maintenance work using the formal or informal bidding procedures of Sections 1.54.440 or 1.54.450. An election under this subsection changes the solicitation method only and does not change the approval authority established by subsections (A) through (C).

1.54.490 Bid bonds, performance bonds, and payment bonds.

~~A. Bidder's Security Bonds. When deemed necessary or appropriate by the public works director, bidders' security may be prescribed in the notice inviting bids issued pursuant to Section 1.54.440 or 1.54.450 of this chapter. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit its bid security upon refusal or failure to execute the contract within twenty days after the notice of award of contract has been mailed, unless the city is responsible for delay. The city manager or any other person designated in writing by the city manager (in the case of bids received pursuant to Section 1.54.450 of this chapter) or the city council (in the case of bids received pursuant to Section 1.54.440 of this chapter) may, on refusal or failure of the successful bidder to execute the contract, award the contract to next lowest responsive and responsible bidder. If the director or city council so awards the contract to the next lowest bidder, then the amount of the lowest bidder's security shall be applied to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.~~

~~B. Performance and Payment (Material) Bonds. The public works director shall have the authority to require a performance and/or material bond as a condition to the award of any contract pursuant to Section 1.54.440 or 1.54.450 of this chapter. The amount of any such bond for contracts less than one hundred thousand dollars shall be in such amount that the public works director determines to be reasonably necessary to protect the best interest of the city. The amount of any such bond for contracts equal to or greater than one hundred thousand dollars shall be one hundred percent of the contract amount. If a performance bond and/or material bond are required, the form and amount of the bond may be described in the notice inviting bids and/or in any of the other bidding documents.~~

The thresholds in this Section apply to public works contracts under Sections 1.54.410 through 1.54.486 and are independent of the general purchasing thresholds in Sections 1.54.310 through 1.54.330.

A. Bid security may be required by the Public Works Director as specified in the notice inviting bids for any contract under Sections 1.54.440 or 1.54.450. Bid security shall be returned to unsuccessful bidders; a successful bidder who fails or refuses to execute the awarded contract within twenty (20) days after notice of award shall forfeit its bid security, unless the delay is attributable to the City.

B. Payment Bond. As required by California Civil Code § 9550, the Public Works Director shall require a payment bond for any public works contract exceeding the threshold set by that statute, in an amount equal to one hundred percent (100%) of the contract amount. The City's call for bids shall state this requirement.

C. Performance Bond. For contracts equal to or greater than $100,000, the Public Works Director shall require a performance bond in an amount equal to one hundred percent (100%) of the contract amount. For contracts less than $100,000, the Public Works Director may require a performance bond in such amount as he or she determines reasonably necessary to protect the City's interests.

1.54.495 Prevailing wage; DIR registration; labor compliance.

All public works and applicable maintenance contracts under this Chapter shall comply with California Labor Code §§ 1720 et seq. and implementing regulations of the California Department of Industrial Relations (DIR), including the following:

A. Prevailing Wage. Pursuant to Labor Code § 1771, all workers employed on public works projects subject to that section, including covered maintenance work performed under contract, shall be paid not less than the general prevailing rate of per diem wages established by the Director of the DIR. The Public Works Director shall include the applicable prevailing wage determinations in the solicitation and contract documents for each covered project.

B. DIR Registration. Pursuant to Labor Code § 1771.1, all contractors and subcontractors bidding on, being listed in a bid proposal for, awarded, or performing work on public works projects shall be currently registered with the DIR and qualified to perform public work, except as exempted by Labor Code §§ 1725.5 and 1771.1(n).

C. Project Registration. The Public Works Director shall register each applicable public works project with the DIR within thirty (30) days of contract award, but in no event later than the first day workers are employed on the project, as required by Labor Code § 1773.3.

D. Certified Payroll. Contractors and subcontractors shall furnish certified payroll records to the Labor Commissioner as required by Labor Code § 1776 and § 1771.4.

E. Notice. The City's call for bids and contract documents shall include notice that the project is subject to compliance monitoring and enforcement by the DIR.

1.54.510 Exemptions from formal and informal bidding procedures.

~~Notwithstanding any provision of this chapter to the contrary, the formal and informal bidding procedures and other requirements established by Sections 1.54.310 through 1.54.490 of this chapter may be dispensed within any of the following instances:~~

~~A. When the supplies, equipment or services to be purchased are both: (a) available from only one source, and (b) unique because of; (i) their quality, (ii) their durability, (iii) their safety features, components or attributes, (iv) their fitness for a particular use, or (v) their ability to satisfy the city's need for standardization of supplies, equipment or services;~~

~~B. When an emergency, as determined by the director of finance and confirmed by the city manager, requires that the purchase be completed within a period of time which will not permit formal bidding or informal quotation procedures;~~

~~C. When a piggyback contract is available under which:~~

~~1. Competitive bid procedures have already been utilized, such as in purchasing from the federal, California State or county governments, including state of California and agencies of counties, cities and special districts in the state of California, and~~

~~2. The supplies, equipment or services are supplied to the city under the piggyback contract at the same or better price, as was obtained by the vendor, through the federal, state of California agencies and the agencies of counties, cities and special districts in the state of California using the competitive bid procedures.~~

~~D. When cooperative purchasing is available;~~

~~E. When competition for formal bids does not exist (which might occur, for example, with respect to fees and costs related to membership in professional organizations, participation in meetings or conventions, travel, advertising, public utilities, and proprietary items of original equipment manufacturers and/or their authorized exclusive distributors);~~

~~F. When the director of finance determines, with the concurrence of the city manager, that due to the nature of the supplies, equipment or services, formal bidding is not likely to result in the lowest price;~~

~~G. When a purchase by the city is from a vendor who, within the past twelve months, has offered to provide the city with such supplies, equipment or services on the same terms, conditions and prices;~~

~~H. When the purchase is for a component for a system or equipment previously acquired by the city, and is necessary to repair, maintain, or improve the city's utilization of the system or equipment; or~~

~~I. When the purchase of goods or services is made pursuant to a contract with the county of Los Angeles or any other city, county, regional, state or federal governmental entity by the authority granted under Article 11, Section 8 of the State Constitution, under Government Code Sections 8630-8634, 51300-51308, 54983, 55000-55004, 55600-55609, 55631-55634, any other provision of the California Government Code, or any other applicable state or federal law.~~

A. General. Use of any exemption under this Section shall be documented in writing in the procurement file. For purchases funded by restricted sources, exemptions shall be applied only to the extent permitted by those sources. Available exemptions are listed below.

B. Sole source. A procurement from the only known source capable of providing the required supplies, equipment, or services. The procurement file shall include a written sole-source justification approved by the Purchasing Officer.

C. Cooperative purchasing and piggyback. Prior to utilizing a cooperative purchasing agreement or piggybacking on another public agency's contract, the Purchasing Officer shall certify in writing:

(1) that use of the agreement is in the best interests of the City;

(2) that it is economically advantageous; and

(3) that the original contract was competitively awarded using procedures materially consistent with this Chapter.

The procurement file shall also document price reasonableness, scope and term alignment, and funding-source compatibility. During a proclaimed emergency or disaster, certification under this subsection may be abbreviated as provided in Section 1.54.370(D)(3).

D. Emergency. Procurements made under Section 1.54.370 or Section 1.54.470 are exempt from formal and informal bidding to the extent provided in those Sections.

E. Lack of effective competition. Where the procurement involves supplies, equipment, or services for which there are no reasonably available alternatives in the marketplace (for example, fees for membership in professional organizations, registration for meetings or conventions, public utilities, advertising in identified publications, and proprietary items available only from original-equipment manufacturers or their authorized exclusive distributors). The procurement file shall include a written finding by the Purchasing Officer documenting the lack of effective competition.

F. Impracticability of formal bidding. Where the Director of Administrative Services, with the concurrence of the City Manager, makes a written finding that, given the nature of the supplies, equipment, or services, formal bidding is not likely to result in the lowest cost to the City. The finding shall be retained in the procurement file.

G. Recent competitive pricing. Where the same vendor has, within the preceding twelve (12) months, offered to provide the same supplies, equipment, or services on the same terms, conditions, and prices and that prior offer was the result of a competitive process. The procurement file shall document the prior competitive process and confirm that pricing has not increased.

H. Repair or compatibility components. Where the purchase is for a component for a system or equipment previously acquired by the City and is necessary to repair, maintain, or improve the City's utilization of that system or equipment. The procurement file shall document the existing system or equipment and the need for compatibility.

I. Intergovernmental contracts. Where the purchase of goods or services is made pursuant to a contract with another local, state, or federal governmental entity under authority granted by Government Code §§ 6500 et seq. (Joint Exercise of Powers Act), Government Code §§ 54981 et seq., or other applicable law.

J. Public Project Limitation. This Section does not exempt public projects from bidding requirements under Sections 1.54.410 through 1.54.495 unless an exemption is expressly authorized by state law.

K. Approval Authority. Use of any exemption under this Section shall follow the dollar-level approval routing applicable to the procurement under Sections 1.54.310 through 1.54.330, 1.54.350, 1.54.355, and 1.54.440 through 1.54.495, as provided in Section 1.54.110(B). Procurements exempt under subsection (D) follow the routing in Section 1.54.370(C) instead.

1.54.610 Approval of modifications and change orders.

~~A. Any contract executed on behalf of the city for the purchase of equipment or supplies, for the retention of professional or other services, for any public project, for maintenance work, or for any other items or services acquired pursuant to this chapter, may be modified at any time after its effective date pursuant to the terms of this section.~~

~~B. The modification may add to, delete from, or revise any item in such contract (including, without limitation, plans and specifications, extra work, and change orders) relating to the nature or quantity of services, equipment, supplies or work.~~

~~C. Except where additional approvals are required under subsection (D) or (E) of this section, the modification may, without any further city council action, be authorized and/or executed by the following persons:~~

~~1. By the city manager or public works director, as to all city contracts pertaining to public works, parks, and/or park facilities;~~

~~2. By the city manager or finance director, with respect to all city contracts other than those identified in subsection (C)(1) of this section (and by the city's purchasing supervisor to the extent specified in subsection (D) of this section); and~~

~~3. By any other city officer or employee who was authorized by the city council, at the time the contract was originally approved or awarded, to sign the contract or any documents related thereto or any modifications thereof.~~

~~D. With respect to any contract executed on behalf of the city by the purchasing supervisor and/or the finance director pursuant to Section 1.54.320, city council approval shall not be required before entering into any modification which (individually or together with any previous modification) increases the total amount of the city's obligations under the contract to an amount less than fifty thousand dollars; provided, that the following conditions are met:~~

~~1. Where the modification (individually or together with any previous modification) will result in a total contract amount less than or equal to ten thousand dollars, the modification shall be executed by the purchasing supervisor.~~

~~2. Where the modification (individually or together with any previous modification) will result in a total contract amount greater than ten thousand dollars but less than fifty thousand dollars, the modification shall be executed by the purchasing supervisor and approved in writing by the finance director.~~

~~E. Except as noted in subsection (D) or (F) of this section, city council approval shall be required before entering into any modification of any contract 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 the following amounts:~~

~~1. The higher of (a) fifty thousand dollars or twenty percent of the original contract price, whichever is less, in the case of a contract having an original contract price of one million dollars or less, or (b) any amount approved by the city council for the supplies, services or project which is the subject of the contract;~~

~~2. The higher of (a) one hundred thousand dollars, in the case of a contract having an original contract price in excess of one million dollars, or (b) any amount approved by the city council for the supplies, services or project which is the subject of the contract.~~

~~F. Notwithstanding subsections (D) and (E) of this section, city council approval shall not be a prerequisite to approval or execution of any modification if the person approving or executing the modification reasonably determines that seeking and obtaining such advance city council approval will cause a delay that will either: (a) subject the city to liability for damages incurred by a contractor, (b) jeopardize the public health, welfare or safety, or (c) otherwise result in potential detriment to the city. If any person authorizes and/or executes such a modification without city council approval pursuant to this section, then that person (or his or her designee) shall, at the next regularly scheduled city council meeting, report to the city council as to the nature and extent of the modification and as to the facts which justified approval or execution of the modification without city council approval.~~

For purposes of this Section: (a) "cumulative modification value" refers to the aggregate dollar amount of all modifications and change orders to a contract, individually and together; and (b) "revised contract value" refers to the original contract amount plus the cumulative modification value.

A. Contracts may be modified by change order or amendment to add, delete, or revise items, subject to approval routing. Modifications to purchases made under Section 1.54.330 and to maintenance contracts awarded under Section 1.54.486 are approved at the level that would apply to the revised contract value under the Section that governed the original award, and this Section applies to those modifications only as provided in subsections (D) and (F).

B. For public works contracts originally approved under Sections 1.54.440, 1.54.450, 1.54.460, or 1.54.467, the Public Works Director (or designee) may approve change orders, individually or cumulatively, up to the lesser of (i) ten percent (10%) of the original contract amount, or (ii) two hundred fifty thousand dollars ($250,000). Change orders that would cause the cumulative value to exceed those limits require City Council approval, except as provided in subsection (D).

1. Any single change order in excess of fifty thousand dollars ($50,000) shall require the written approval of the Public Works Director, even if within delegated cumulative authority.

2. Cumulative tracking shall be maintained in the procurement file. Each change order shall identify the original contract amount, the cumulative value of prior approved changes, the new change amount, and the resulting revised total.

C. For contracts originally approved under informal purchasing authority (Section 1.54.320), cumulative modifications may be approved by the Director of Administrative Services if the total revised contract value does

not exceed the $50,000 upper limit of the informal purchasing range in Section 1.54.320, as that limit may be adjusted under Section 1.54.030(B). Modifications that would cause the total revised contract value to exceed that limit require City Council approval, except as provided in subsection (D). For purchases of supplies, equipment, and general services originally awarded under Section 1.54.310 (formal bidding), modifications follow the same delegated authority structure as subsection (B): the Director of Administrative Services may approve cumulative modifications up to the lesser of ten percent (10%) of the original contract amount or $250,000; any single modification exceeding $50,000 requires the written approval of the Director.

D. Emergency and urgency modifications. The City Manager may approve a modification or change order without prior City Council action when delay would threaten public health or safety, essential City operations, City property, or compliance with applicable law, subject to written findings supporting the urgency and a report to the City Council at its next regular meeting. Public works emergency modifications shall additionally comply with Section 1.54.370 and Public Contract Code § 22050.

E. Professional services amendments. Amendments to professional services contracts awarded under Section 1.54.350 and task-order amendments under master service agreements awarded under Section 1.54.355 follow the award authority of the underlying contract or task order:

1. Amendments that do not cause the revised contract value or task-order value to exceed the City Manager's award authority under Section 1.54.350(D)(1) or the task-order ceiling under Section 1.54.355(D)(2) may be approved by the City Manager (or designee).

2. Amendments that cause the revised value to exceed those limits, or that increase an approved aggregate cap above $100,000, require City Council approval.

3. For professional services contracts originally awarded by the City Council under Section 1.54.350(D)(2), the City Manager (or designee) may approve cumulative amendments up to the lesser of ten percent (10%) of the original contract amount or $100,000; cumulative amendments exceeding those limits require City Council approval.

F. Insurance and bonds. No modification or change order is effective until required insurance and bonds have been confirmed current and, where the modification increases the contract value or extends the term, conformed to the revised value and term as required by the policy issued under Section 1.54.057.

1.54.710 Purpose of ~~recycling ordinance.~~environmentally preferable purchasing policy.

The purpose of Sections 1.54.710 through 1.54.750 ~~of this chapter~~ is to promote ~~city support for the~~ purchase of recycled and ~~environmentally preferred~~ environmentally preferable products, ~~to~~ minimize ~~the~~ environmental impacts ~~relating to~~ of city operations, and ~~to develop~~ support markets for recycled ~~material.~~and sustainable products.

1.54.720 Definitions used in ~~recycling ordinance.~~environmentally preferable purchasing policy.

A. "Environmentally preferable products" means products that have a lesser or reduced effect on human health and the environment when compared with competing products serving the same purpose, considering raw materials acquisition, production, manufacturing, packaging, distribution, use, reuse, operation, maintenance, and disposal.

~~As used in Sections 1.54.710 through 1.54.750 of this chapter, the following definitions shall apply:~~

~~"Environmentally preferable products" mean product that have a lesser impact on human health and the environment when compared with competing products. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operating and disposal of the product.~~

B. "Recycled product" means a product containing post-consumer waste, manufacturing scrap, or other recovered materials in amounts meeting or exceeding the minimum content standards adopted by the City Council or by administrative policy.

C. "Practicable" means sufficient in performance and available at a reasonably competitive price ~~relative~~ compared to ~~market and other conditions.~~non-environmentally preferable alternatives, considering total cost of ownership over the useful life of the product.

~~"Recycled products" mean products manufactured with waste material that has been recovered from the waste stream. Recycled material may be derived from post-consumer waste (material that has served its intended end-use and been discarded by a final consumer), industrial scrap, manufacturing waste and/or other waste that otherwise would not have been utilized.~~

~~"Recycling" means the process of collecting, sorting, treating, cleansing, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.~~

~~"Waste prevention" means the action taken by an individual or organization to eliminate or reduce the amount or toxicity of materials before they enter the municipal solid waste stream. This action is intended to conserve resources, promote efficiency, and reduce pollution.~~

D. "Waste prevention" means source reduction practices that reduce the volume or toxicity of products consumed or discarded.

Additional definitions may be adopted by administrative policy.

1.54.730 City department responsibility relative to ~~recycling.~~environmentally preferable purchasing.

All departments shall prioritize EPP, encourage waste prevention and recycling through contracts and purchasing practices, consider lifecycle impacts, specify recycled/environmentally preferable products where practicable, and solicit such products in procurement documents where appropriate.

~~A. Policy Intent. All city departments shall adopt and promote the use of recycled/recyclable supplies and materials as a city priority. In doing so, the city shall:~~

~~1. Encourage waste prevention, recycling, market development and use of recycled/recyclable materials through lease agreements, contractual relationships, and purchasing practices with vendors, contractors, businesses and other governmental agencies;~~

~~2. Adopt waste prevention, recycling, and use of recycled supplies/materials as a city priority;~~

~~3. Generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed;~~

~~4. All city staff will specify recycled and environmentally preferable products whenever practical and possible;~~

~~5. The purchasing division of the city's department of finance shall solicit the use of recycled and other environmentally preferred products in its procurement documents as appropriate. The purchasing supervisor shall have the authority to make all final decisions relative to the acquisition of materials under this policy.~~

~~B. City-Sponsored Projects. All city-sponsored construction, demolition, and renovation projects shall be considered "covered projects" for the purpose of Sections 1.54.710 through 1.54.750 of this chapter.~~

~~C. Compliance as a Condition of Approval. Compliance with the provisions of these Sections 1.54.710 through 1.54.750 of this chapter shall be listed as a condition of approval on any building or demolition permit issued for a covered project.~~

1.54.740 Waste prevention practices.

City staff ~~is~~ are encouraged to reduce ~~their~~ resource consumption ~~of resources~~ by ~~incorporating the following~~ considering durability and repairability, performing routine maintenance, duplex printing, electronic information management, and record-retention practices ~~into their daily activities:~~that support this section.

~~A. Consider durability and repair of products prior to acquisition;~~

~~B. Conduct routine maintenance on products/equipment to extend the useful life;~~

~~C. Use duplex features on laser printers and copiers and specify duplex on print jobs;~~

~~D. Send and store information electronically when possible;~~

~~E. Review record retention policies that further the goals of this section.~~

1.54.750 ~~Exemption of recycling plan.~~Exemptions and administrative updates to environmentally preferable purchasing standards.

A. Administrative Updates to Environmentally Preferable Purchasing Standards.

The Director of Administrative Services may, by administrative policy, update and expand environmentally preferable purchasing standards, product categories, and specifications to reflect current best practices, market availability, and total-cost-of-ownership considerations, provided such updates remain consistent with this Chapter and applicable law.

B. Exemptions. Nothing in ~~these~~ Sections 1.54.710 through 1.54.750 requires purchase of ~~this chapter shall be construed as requiring a purchaser or contractor to procure~~ products that ~~do not~~ fail to perform ~~adequately~~ for their intended use, exclude adequate competition, or are ~~otherwise~~ not available at reasonable ~~prices and~~ prices, terms, ~~in~~ or within a reasonable ~~period of~~ time.

1.54.810 Disposition of obsolete and surplus property.

~~A. Each customer shall submit to the purchasing supervisor, at least annually, a report describing all supplies, equipment, materials, fixtures, and other personal property of the city in the customer's custody which is deemed by that customer to be surplus or to have become obsolete or unserviceable.~~

~~B. Subject to subsection F of this section, the purchasing supervisor, with the approval of the city manager, is authorized to sell or exchange any and all such surplus, obsolete or unserviceable items, as well as any city-owned items for which replacements are to be purchased, if the purchasing supervisor determines that such items have any salvage value. The purchasing supervisor may sell the same for the best price obtainable in the open market, or, when deemed advisable by the purchasing supervisor, to the highest bidder at a public sale. The purchasing supervisor may also, in his or her discretion, exchange the same for other property or for credit or trade-in on other property.~~

~~C. If the purchasing supervisor determines that any such obsolete, unserviceable, or surplus property has no salvage value, it may be disposed of, with the approval of the city manager, through sale, donation, or disposal as refuse.~~

~~D. All items sold pursuant to this section shall be paid for in cash or by certified check or money order payable to the city.~~

~~E. The purchasing supervisor shall be authorized, with the approval of the city manager, to sign bills of sale and any other documents evidencing the transfer of title to such property by and on behalf of the city.~~

A. Departments shall submit at least annually a report identifying surplus/obsolete/unserviceable property.

B. With City Manager approval, the Purchasing Officer may sell or exchange such property for best obtainable return (including public auction, trade-in, or competitive sale) or dispose of items with no salvage value.

~~F. Prior to disposing of any property pursuant to this section having~~ C. Items with an estimated market value ~~in excess~~ of ~~one thousand dollars,~~ $10,000 or less may be disposed of administratively under subsection (B). Prior to the ~~purchasing supervisor~~ disposition of any item with an estimated market value greater than $10,000, the Purchasing Officer shall ~~inform~~ report to the ~~city council of the nature of~~ City Council describing the property ~~proposed for disposition~~ and the proposed ~~sales price. Such disposition~~ method and terms of disposition, and shall ~~be subject to the city council's prior~~ obtain City Council approval.

D. Grant-funded equipment. Disposition of equipment acquired with federal or state grant funds shall comply with the disposition requirements of the grant source (including 2 CFR § 200.313(e) for federal grants), notwithstanding any provision of this Section to the contrary.

E. Information technology equipment. Before disposition, all information technology equipment (including computers, mobile devices, servers, storage media, and any equipment that has stored City data) shall be subject to data sanitization or destruction in accordance with administrative policy and applicable data-protection standards.

F. Vehicles. Disposition of City vehicles shall include transfer of title through the California Department of Motor Vehicles consistent with applicable law.

G. Public-safety-sensitive items. Items with public-safety sensitivity (including but not limited to police uniforms with City insignia, badges, body armor, weapons, evidence-handling equipment, and similar items) shall not be sold to the general public. The Chief of Police shall determine the appropriate disposition method.

H. Restriction on employee purchases. No City elected official, appointed official, board or commission member, officer, employee, or member of their immediate family (as defined in Section 1.54.055) may purchase surplus property of the City except through a public auction or competitive sale that is open to the general public on the same terms.

I. Items sold shall be paid for in cash, certified check, electronic payment, or other immediately available funds payable to the City. Proceeds shall be deposited and recorded as provided by administrative policy.

J. The Purchasing Officer is authorized, with the approval of the City Manager, to execute bills of sale and other documents evidencing transfer of title.

1.54.990 Severability.

If any provision of this Chapter is held invalid, the remainder shall remain in full force and effect.

Office of the
South Gate City Clerk

SEP 03 2026
FILED
12:22pm

Item No. 3

City of South Gate
CITY COUNCIL
AGENDA BILL

For the Regular Meeting of **September 8, 2026**
Originating Department: **City Manager's Office**

City Manager: Arturo Cervantes
for *Rob Houston*

City Manager: Arturo Cervantes
for *Rob Houston*

SUBJECT: RECEIVE AND FILE A REPORT ON THE CITY OF SOUTH GATE'S COMPLIANCE WITH THE CALIFORNIA VALUES ACT (SB 54)

PURPOSE: To provide the City Council with an overview of the City of South Gate's compliance with the California Values Act (SB 54), including applicable requirements governing local law enforcement practices, the handling of immigration-related requests, and the use of City resources in connection with federal immigration enforcement.

RECOMMENDED ACTIONS: The City Council will consider:

a. Receive and file this report on the City of South Gate's compliance with the California Values Act (Government Code sections 7284–7284.12); and
b. Direct the City Attorney, in coordination with the City Manager and the Chief of Police, to continue monitoring legislative and regulatory developments related to the California Values Act and SB 580 and to report to the City Council as necessary; and
c. Direct the City Manager to ensure that all updated model policies required by SB 580 (Government Code section 12532.5) are implemented by the statutory deadline of January 1, 2027.

FISCAL IMPACT: No fiscal impact.

ANALYSIS: The City of South Gate is committed to upholding the requirements of the California Values Act and maintaining the trust of all members of the community. The City has implemented comprehensive measures to ensure full compliance with the Act, as detailed below:

Law Enforcement Policies and Practices

The South Gate Police Department does not use City resources or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes, consistent with Government Code section 7284.6(a)(1). Officers do not inquire into individuals' immigration status for immigration enforcement purposes.

The South Gate Police Department has remained steadfast in its commitment to adhering to the guidelines set forth by the California Values Act. Department policies which are in line with California Values Act requirements ensure that personnel act in accordance with Senate Bill 54.

Since the inception of Senate Bill 54, the South Gate Police Department has not transferred any people in custody to the custody of ICE for violation of civil immigration laws and does not honor ICE Detainer requests. The Police Department also complies with all annual reporting requirements to the California Department of Justice.

ICE Detainer and Transfer Policies

The Police Department does not honor ICE hold requests, notification requests, or transfer requests, except where permitted under Government Code sections 7282.5 and 7284.6(a)(4)—specifically, for individuals with specified serious criminal convictions where a judicial warrant has been obtained.

No Federal Deputization or Supervision

The City has not placed any peace officers under the supervision of federal agencies, nor has it deputized any officers as special federal officers for immigration enforcement purposes, in accordance with Government Code section 7284.6(a)(2).

No Dedicated ICE Space or Detention Contracts

The City does not provide office space exclusively dedicated to immigration authorities or immigration investigations within any law enforcement facility, as prohibited by Government Code section 7284.6(a)(5). Furthermore, the City does not have, and has not entered into, any contracts with the federal government to house individuals for civil immigration custody purposes, consistent with Government Code sections 7284.6(a)(6) and 7310.

TRUTH Act Compliance

To the extent applicable, the City complies with all TRUTH Act consent and notification requirements set forth in Government Code section 7283.1, including providing written consent forms prior to ICE interviews, furnishing copies of ICE requests to affected individuals, maintaining public records of ICE access, and holding community forums as required.

Task Force Compliance

Any participation by South Gate law enforcement in joint law enforcement task forces is limited to task forces whose primary purpose is not immigration enforcement, and whose enforcement or investigative duties are primarily related to violations of state or federal law unrelated to immigration enforcement, in compliance with Government Code section 7284.6(b)(3).

Reporting Compliance

The City submits all required annual reports to the California Department of Justice as mandated by Government Code section 7284.6(c)–(d), including reports regarding any joint task force participation and any transfers to immigration authorities.

Model Policy Adoption and SB 580 Implementation

The City has adopted and implemented model policies or equivalent policies as required by Government Code section 7284.8 for public facilities. The City is also on track to implement the updated model policies issued by the Attorney General pursuant to SB 580 (Government Code section 12532.5) by the January 1, 2027, deadline.

Training and Community Trust

City staff and law enforcement officers receive training on the California Values Act and related obligations to ensure ongoing compliance. The City maintains a welcoming environment for all residents regardless of immigration status, consistent with the legislative intent of the Act to promote trust between immigrant communities and public agencies.

BACKGROUND: The California Values Act, also known as Senate Bill 54 (SB 54), was signed into law on October 5, 2017, and took effect on January 1, 2018. The Act is codified at California Government Code sections 7284 through 7284.12. Its constitutionality was upheld by the Ninth Circuit Court of Appeals in United States v. California, 921 F.3d 865 (9th Cir. 2019).

The California Values Act was enacted to ensure that state and local resources are not used to assist in federal civil immigration enforcement, thereby preserving the relationship of trust between California's immigrant communities and state and local government agencies. The Legislature found that this trust is central to the public safety of all Californians and is threatened when state and local agencies become entangled with federal immigration enforcement operations.

Key legislative findings underlying the Act include:

- Immigrants are valuable and essential members of the California community. Almost one in three Californians is foreign born and one in two children in California has at least one immigrant parent.
- A relationship of trust between California's immigrant community and state and local agencies is central to the public safety of all Californians.
- Entangling state and local agencies with federal immigration enforcement diverts already limited resources and blurs the lines of accountability between local, state, and federal governments.
- State and local participation in federal immigration enforcement raises constitutional concerns, including possible Fourth Amendment and Equal Protection violations.

Additionally, Senate Bill 580 (SB 580), effective January 1, 2026, codified at Government Code section 12532.5, requires all state and local agencies to implement the Attorney General's model policies or equivalent policies by January 1, 2027, further strengthening the framework established by the California Values Act.

KEY PROVISIONS

The California Values Act imposes the following requirements and prohibitions on California law enforcement agencies:

Prohibitions on Local Law Enforcement

Under Government Code section 7284.6(a), California law enforcement agencies shall not:

1. Use agency moneys or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes, including inquiring into an individual's immigration status.
2. Honor ICE hold requests, notification requests, or transfer requests, except in limited circumstances involving individuals with specified serious criminal convictions and judicial warrants.
3. Provide personal information about an individual, such as home or work addresses, to immigration authorities unless such information is publicly available.
4. Make or intentionally participate in arrests based on civil immigration warrants.
5. Place peace officers under the supervision of federal agencies or deputize officers as special federal officers for immigration enforcement purposes.
6. Use immigration authorities as interpreters for law enforcement matters.
7. Transfer individuals to immigration authorities unless authorized by a judicial warrant or judicial probable cause determination.
8. Provide office space exclusively dedicated to immigration authorities within law enforcement facilities.
9. Contract with the federal government to use law enforcement facilities to house individuals for civil immigration custody.

Permitted Activities

The Act does not prevent California law enforcement from:

- Investigating or arresting individuals for violation of 8 U.S.C. § 1326(a) (illegal reentry subject to felony enhancement) when detected during unrelated law enforcement activity.

- Responding to requests for criminal history information accessed through the California Law Enforcement Telecommunications System (CLETS).
- Conducting enforcement or investigative duties associated with joint law enforcement task forces, provided the primary purpose of the task force is not immigration enforcement.
- Making inquiries to certify T or U Visa victims.
- Giving immigration authorities access to interview an individual in custody, subject to TRUTH Act requirements.

TRUTH Act Requirements

Under Government Code section 7283.1, the TRUTH Act requires local law enforcement agencies to:

- Provide a written consent form before any interview between ICE and an individual in local custody regarding civil immigration violations, explaining that the interview is voluntary.
- Provide a copy of any ICE hold, notification, or transfer request to the affected individual and inform the individual whether the agency intends to comply.
- Maintain all records relating to ICE access as public records.
- Hold at least one annual community forum if ICE access was provided during the prior year.

Reporting and Model Policies

Law enforcement agencies must submit annual reports to the California Department of Justice regarding any joint task force participation and any transfers to immigration authorities. The Attorney General has issued updated model policies for schools, libraries, healthcare facilities, courthouses, shelters, and labor agencies, most recently in December 2024 and July 2026 pursuant to SB 580.

ATTACHMENT: None.

Office of the
South Gate City Clerk
SEP 03 2025
FILED
7:43 am

Item No. 4

City of South Gate
SOUTH GATE CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 8, 2026**
Originating Department: **Community Development**

Department Director: Gabriel Perez
Gabriel Perez

City Manager: Arturo Cervantes
for *Rob Houston*

SUBJECT: SECOND READING OF ORDINANCE NO. 26-06-CC FOR A ZONE CHANGE FROM IF (INDUSTRIAL FLEX) TO M3 (HEAVY MANUFACTURING) FOR A PORTION OF THE PROPERTY LOCATED AT 9313 RAYO AVENUE AND INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PL25-146/ZC25-02)

PURPOSE: To adopt Ordinance No. 2026-06-CC to change the zoning designation of a portion of the property at 9313 Rayo Avenue from IF (Industrial Flex) to M3 (Heavy Manufacturing), to match the current M3 zoning designation of the remainder of the property ("Project"). The purpose of the request is to eliminate the split-zone condition and consolidate the entire property to M3.

RECOMMENDED ACTION: It is recommended that the City Council:

a. Find that in accordance with the California Environmental Quality Act (CEQA), all potentially significant impacts would be reduced to less-than-significant levels with incorporation of a mitigation measure, and adopt a Mitigated Negative Declaration (MND) consistent with Section 15070 of the State CEQA Guidelines; and

b. Waive further reading and adopt Ordinance No. 2026-06-CC, included as Attachment 1, approving PL25-146/ZC25-02 for a property at 9313 Rayo Avenue.

FISCAL IMPACT: There is no direct fiscal impact associated with approval of this project.

BACKGROUND: On August 25, 2026, the City Council held a public hearing on PL25-146/ZC25-02 to change the zoning designation of a portion of the property at 9313 Rayo Avenue from IF (Industrial Flex) to M3 (Heavy Manufacturing), to match the current M3 zoning designation of the remainder of the property. At the conclusion of the public hearing, the City Council voted 4-0 to introduce Ordinance No. 2026-06-CC.

On May 20, 2025, the Planning Commission reviewed a request to change the zoning designation of a portion of the property at 9313 Rayo Avenue from IF (Industrial Flex) to M3 (Heavy Manufacturing). The Planning Commission voted, 4-0, to recommend approval of the Zone Change to the City Council.

The property is located within the Rayo Industrial (Sub-area 2) District as shown in the Community Design Element of the General Plan. The property currently has a split-zone with the front portion designated M3 and the rear portion designated IF.

Project Overview

- Project Location: 9313 Rayo Avenue
- Assessor's Parcel Numbers: 6222-005-028 and 6222-005-030
- Applicant: Commercial Development Resources, Inc., on behalf of Mr. C's Towing of South Gate, Inc., FUBAR Properties LLC.
- General Plan Designation: Rayo Industrial District (Sub-area 2)
- Zoning: Industrial Flex (IF) and Heavy Manufacturing (M3)
- Site Characteristics: The subject site measures approximately 99,856 square feet (2.29 acres) and comprises one irregular-shaped parcel having primary frontage along Rayo Avenue. A metal building, approximately 12,550 square feet, remains on the southern portion of the site, along with a storage area, restrooms, and other spaces inside the building. The natural grade slopes towards the southeastern portion of the site. The site is partially paved and fully fenced. There was an approximately 10-foot-tall solid metal fence that spanned along the easterly frontage of the site, which has been removed and replaced with a split-face block wall. The project site is accessed from two driveway aprons on Rayo Avenue.
- Surroundings: Surrounding properties include commercial and industrial uses to the north, east, and west, and a Los Angeles Unified School District (LAUSD) facility to the south. A surface level parking lot is currently being developed directly to the north and west of the subject site and is intended for an Amazon parcel delivery vehicle operation. A metal recycling facility (ELG Metals West Coast Inc.) is located to the east across Rayo Avenue. LAUSD operates a maintenance yard, administrative office, and adult school to the south.

Project Description

The project consists of an Ordinance, amending the citywide Zoning Map of Title 11 (Zoning) of the South Gate Municipal Code ("SGMC"), to change the zoning designation of the rear portion of the property at 9313 Rayo Avenue from IF (Industrial Flex) to M3 (Heavy Manufacturing), to match the current M3 zoning designation of the front portion of the property. The property is located within the Rayo Industrial (Sub-area 2) District as shown in the Community Design Element of the General Plan.

Site improvements were made over the past year to remove an unpermitted fence and replace it with a conforming split-face block wall. The applicant plans to make several other improvements if the Zone Change is approved by the City Council, including installation of a new vehicle storage area (paving and striping), new site lighting, and construction of an approximately 560-square-foot office building so that the site can operate as a tow yard across the entire property. Site improvements would include approximately

52 cubic yards (CY) of soil cut, all of which is expected to be exported. Construction is expected to last approximately eight (8) months, starting in the first quarter of 2027, until the site is fully operational in the third quarter of 2027.

- Municipal Code Requirements for a Zone Change: Pursuant to Table 11.50-1 (Initiation of Amendments) of SGMC Chapter 11.50.050(B), the City Council, Planning Commission, or Applicant may initiate a Zoning Map Amendment. In this project, the proposed Zone Change was requested by the Applicant.

  Furthermore, pursuant to SGMC Chapter 11.51.030, Table 11.51-1 (Application and Review Authority), the proposed zone change must first be reviewed at a scheduled public hearing before the Planning Commission. Following the hearing, the Planning Commission shall adopt a Resolution recommending to the City Council approval or denial. The City Council shall then conduct its own public hearing to consider the recommendation. If the amendment is approved, the City Council must adopt an Ordinance to finalize the zone change.

History of Land Use and Zoning of Subject Property

From 1941 to 1992, the site was occupied by the Cooper Drum Company, which reconditioned steel drums containing industrial chemicals. The property remained vacant for many years due to contamination and has been deemed a Superfund site by the United States Environmental Protection Agency (EPA). Throughout the years, the site has been partially treated with the installation of test wells and extraction of some chemicals. EPA has continued to oversee cleanup operations conducted by the prior and current property owners. Due to the site's contamination, EPA imposed certain limitations in conducting site improvements and type of land uses/activities permitted within the site. The EPA restrictions in combination with the City's Zoning Code have limited the uses/activities and improvements that may be permitted within the subject site.

In 2013, the property lot lines were adjusted to create the current lot configuration consisting of two Assessor parcel numbers. Although it consists of two parcel numbers, the site is identified as one legal parcel. At the time, the entire property's zoning designation was "M3" (light manufacturing). Subsequently, the Zoning Code was comprehensively updated in 2015, which resulted in amendments to the Zoning Map. As part of the update, an "IF" zoning district was introduced; however, it was not aligned with the property lines of the subject site. As a result, the property was divided into two zones: the landlocked westerly portion designated IF, and the easterly portion zoned M3.

On December 19, 2024, the City issued a Temporary Certificate of Occupancy (TCO), allowing the applicant to operate a vehicle towing/impounding lot only within the front (easterly) portion of the subject site currently designated M3. The TCO was issued with the understanding the applicant would submit a site plan for review and approval by staff soon after. The TCO was subsequently extended while the Zone Change application was being processed. Pursuant to Table 11.21-4 (Commercial Industrial Zones Allowed Land Uses) of SGMC Section 11.21.030 (Land Use Permission Tables), "vehicle towing/impounding" uses are permitted by-right. The applicant is seeking to expand the business operations and occupy the entire site; however, the rear portion must be re-zoned to M3 to allow the proposed operations. Currently, the rear portion is cordoned off and only the front portion along Rayo Avenue is being utilized for towing and impound operations.

DISCUSSION/ANALYSIS:

Zoning Map Amendment

The applicant is requesting to change the zoning of the rear portion of the property from IF to M3, to match the current M3 zoning designation of the front portion of the property, with the intention to expand the current vehicle towing and impound operations to the remainder of the site. If a zone change is approved, a separate application for Design Review will be required prior to the approval and completion of any site improvements necessary to accommodate the business expansion. The Design Review process must be completed before the issuance of a business license or Certificate of Occupancy for the expanded operations. Design Review is an administrative (staff level) process that does not require a public hearing.

Pursuant to SGMC Section 11.22.060, the purpose of the IF zone is to continue the industrial job base in the area, while allowing flexibility to incorporate a mix of uses and job options, supporting innovative industry and living options in close proximity to transit, existing employment centers, and major corridors. Furthermore, pursuant to SGMC Section 11.24.060, light and heavy manufacturing (M2 and M3) zones are intended to implement the manufacturing/distribution place type designation of the General Plan. These zones include uses such as industrial, manufacturing, large-scale warehouse, distribution, or logistics facilities. The M3 zone provides dedicated locations for the preservation and development of commercial and industrial activities.

Properties along Rayo Avenue, between Firestone Boulevard and Southern Avenue, are currently designated M3 and predominantly occupied by industrial uses, with the exception of the LAUSD facility to the south of the project site at 5115 Southern Avenue, which is designated IF. The front portion of the subject site, which abuts Rayo Avenue, is also designated M3, aligning with the zoning of most properties along the street. Therefore, maintaining this M3 zoning designation is appropriate to ensure continued compatibility with existing and future industrial uses on adjacent properties. The rear portion of the site is designated IF and shares boundaries with other IF-designated parcels that front Atlantic Avenue. The proposed zone change for the rear portion of the site supports this zoning pattern and reinforces consistency along Atlantic Avenue. Furthermore, the change would facilitate future development that aligns with surrounding uses.

Environmental Review

The proposed Zone Change constitutes a "project" under the California Environmental Quality Act (CEQA). The City of South Gate is the Lead Agency, and an Initial Study (IS) was prepared by EcoTierra Consulting, Inc. in July 2026 to determine whether the Zone Change and the related site improvements could result in significant effects on the environment. The Initial Study evaluated all twenty CEQA environmental topic areas, including aesthetics, air quality, biological and cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, public services, transportation, tribal cultural resources, utilities, and wildfire.

The analysis considered not only the map amendment itself but also the physical improvements the applicant proposes if the Zone Change is approved — paving and striping of a new vehicle storage area, new site lighting, and construction of an approximately 560-square-foot office building — along with approximately 52 cubic yards of soil cut, all of which would be exported, and roughly eight months of construction activity beginning in the first quarter of 2027.

Basis for Environmental Concern.
As described in the Background section above, the site was used for drum recycling and reconditioning operations from the 1940s until 2003 and has been listed by the United States Environmental Protection Agency (EPA) on the Superfund National Priorities List. Known soil and groundwater contamination remains, and EPA continues to oversee cleanup activities at the site. The Initial Study therefore focused on whether ground-disturbing activities associated with the proposed site improvements could expose workers, the public, or the environment to hazardous materials, or degrade water quality.

Findings.
The Initial Study determined that the project would result in no impact or a less-than-significant impact in all environmental topic areas except Hazards and Hazardous Materials and Hydrology and Water Quality, which were found to be potentially significant unless mitigated. Because these two areas could be reduced to a less-than-significant level through mitigation, the corresponding Mandatory Findings of Significance were likewise identified as potentially significant unless mitigated. No mitigation was required in any other topic area.

Mitigation Measure.
One mitigation measure was identified, which addresses both areas of potential impact:

- MM-HAZ-1: Prior to commencement of any on-site grading, a Focused Soil Management Plan ("SMP") shall be approved in accordance with the requirements of the Department of Toxic Substances Control (DTSC), U.S. EPA, the South Coast Air Quality Management District (SCAQMD), and the Los Angeles Regional Water Quality Control Board (LARWQCB). The SMP shall establish procedures for managing soil disturbance activities associated with the proposed site improvements based on existing soil data, and shall define protocols for addressing previously unknown soil impacts encountered during construction. The SMP shall provide guidance for work in areas of known contamination and outline contingency measures if previously unidentified hazardous materials or subsurface features (such as underground storage tanks, sumps, clarifiers, or septic tanks) are encountered. The SMP shall also address soil management, movement, temporary storage, and disposal associated with site improvement activities.

Conclusion of Environmental Review.
With incorporation of MM-HAZ-1, all potentially significant impacts would be reduced to less-than-significant levels. Accordingly, a Mitigated Negative Declaration (MND) was prepared rather than an Environmental Impact Report, consistent with Section 15070 of the State CEQA Guidelines. The IS/MND was circulated for a public review and comment period beginning July 24, 2026, and ending August 24, 2026, and notice was published online and in the South Gate Press. Prior to taking action on the Zone Change, the City Council must first consider and adopt the IS/MND.

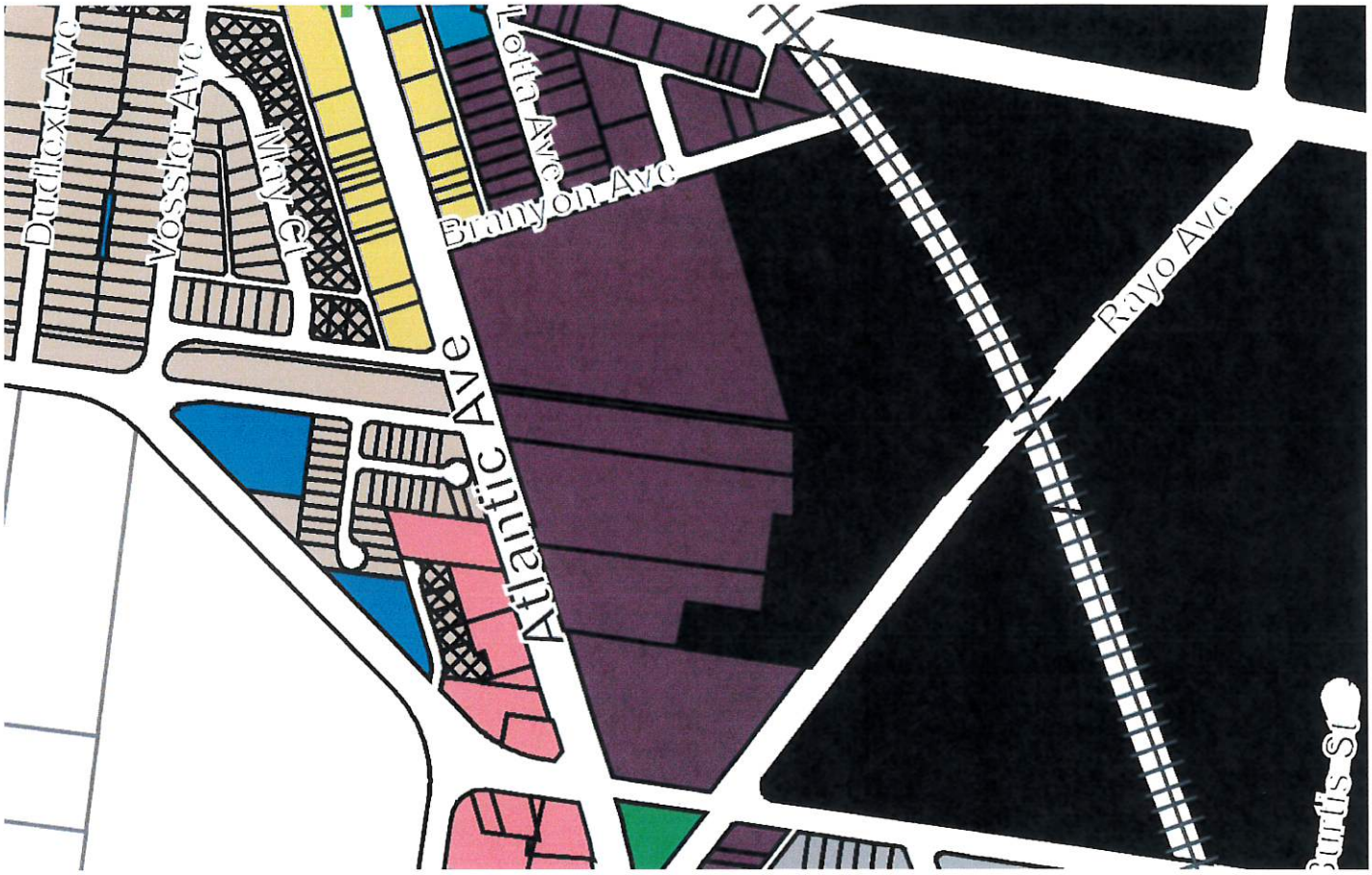
CONCLUSION:

Based on the above analysis, staff has determined the proposed Zone Change will maintain consistency with the General Plan. The amendment supports the community's long-term vision by promoting orderly development, aligning land use designations with current needs, and ensuring compatibility with surrounding uses. Therefore, staff recommends approval of the Zone Change request.

ATTACHMENTS:

A. Amended Zoning Map
B. Ordinance No. 2026-06-CC

ATTACHMENT "A"
AMENDED ZONING MAP



City of South Gate Boundary

Specific Plan Areas
- Hollydale Specific Plan Area
- Tweedy Boulevard Specific Plan Area

Urban Mixed-Use Zones
- CC - Civic Center
- TV - Transit Village
- IF - Industrial Flex
- CDR1 - Corridor 1
- CDR2 - Corridor 2
- UN - Urban Neighborhood
- MS - Main Street

Residential Neighborhood Zones
- NL - Neighborhood Low
- NM - Neighborhood Medium
- MH - Mobile Home Park
- CV - Civic
- OS - Open Space

Commercial Industrial Zones
- RC - Regional Commercial
- LI - Light Industrial
- M2 - Light Manufacturing
- M3 - Heavy Manufacturing

Special Requirements & Applicable Overlays
- Corridor Transition Overlay
  See Chapter 11.26
- Firestone Pedestrian Frontage Overlay
  See Section 11.22.060
- Residential Permitted
  See Section 11.24.040 (D) 1
- Light Industrial Overlay
  See Section 11.40.240
- Industrial Flex Transitional Overlay
  See Chapter 11.27

Special Treatment Areas
- Firestone & Otis Mixed-Use
  See Section 11.22.060
- Firestone & Atlantic Gateway
  See Section 11.22.060

ORDINANCE NO. 2026-06-CC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND AMENDING THE ZONING MAP AS SET FORTH IN TITLE 11 (ZONING) OF THE SOUTH GATE MUNICIPAL CODE TO CHANGE THE ZONING DESIGNATION OF ASSESSOR'S PARCEL NUMBERS 6222-005-028 AND 6222-005-030 FOR 9313 RAYO AVENUE FROM IF (INDUSTRIAL FLEX) TO M3 (HEAVY MANUFACTURING).

WHEREAS, Commercial Development Resources, Inc., on behalf of Mr. C's Towing of South Gate, Inc./FUBAR Properties LLC ("the Applicant"), filed a complete application requesting the approval of a Zone Change (PL25-146/ZC25-02) described herein ("Application"); and

WHEREAS, the Application pertains to an approximately 99,856 square-foot (2.29 acres) property with Los Angeles County Assessor's Parcel Numbers ("APNs") 6222-005-028 and 6222-005-030, more commonly known as 9313 Rayo Avenue, South Gate, California ("Property"); and

WHEREAS, the Property is located within the Rayo Industrial (Sub-area 2) District as shown in the Community Design Element of the General Plan; and

WHEREAS, the Property currently has a split-zone with the front portion designated M3 and the rear portion designated IF; and

WHEREAS, the Applicant requests to change the zoning designation of the rear portion of the Property from IF (Industrial Flex) to M3 (Heavy Manufacturing), to match the current M3 zoning designation of the front portion of the Property; and

WHEREAS, pursuant to the South Gate Municipal Code ("SGMC") Chapter 11.51.030, Table 11.51-1 (Application and Review Authority), a proposed zone change is required to be reviewed at a duly noticed public hearing before the Planning Commission; and

WHEREAS, on May 20, 2025, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the Zone Change application, including, without limitation, information provided to the Planning Commission by City staff and public testimony; and

WHEREAS, the Planning Commission reviewed and evaluated the proposed Zone Change and, following the public hearing, adopted Resolution No. 2025-06, recommending that the City Council approve the requested Zone Change and adopt an Ordinance amending the City's Zoning Map; and

WHEREAS, the City has prepared an Initial Study (IS) and determined that the Project may have a significant effect on the environment, but by implementing the identified mitigation measures, the Project's impact would be reduced to less than significant levels. Accordingly, a Mitigated Negative Declaration (MND) was prepared and circulated for a thirty (30)-day public review and comment period beginning on July 24, 2026, and ending on August 24, 2026. Notice of the IS/MND was published online and in the South Gate Press newspaper in accordance with applicable requirements; and

WHEREAS, on August 25, 2026, the City Council held a duly noticed public hearing on the proposed Zone Change, at which time all interested persons were given an opportunity to be heard, and the City Council considered the IS/MND, the Planning Commission's recommendation, the staff report, and all written and oral testimony received; and

WHEREAS, the City Council finds that the proposed Zone Change is consistent with the General Plan and supports the goals and policies for the Rayo Industrial area by promoting industrial land uses and eliminating regulatory inconsistencies caused by split zoning; and

WHEREAS, the City Council has reviewed the proposed Zone Change and finds that all legal prerequisites for adoption of this Ordinance have been met, and the action is in the best interest of the City of South Gate.

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

SECTION 1. The City Council reviewed the Project's IS/MND and finds that, although the Project may have a significant effect on the environment, implementation of the identified mitigation measures would reduce that impact to a less-than-significant level. The Zone Change consists of a map amendment to apply a uniform zoning designation to a previously split-zoned parcel consistent with the General Plan.

SECTION 2. The City Council of the City of South Gate hereby adopts the IS/MND and approves the Zone Change, changing the zoning designation of the rear portion of the Property located at 9313 Rayo Avenue (APNs: 6222-005-028 and 6222-005-030) from IF (Industrial Flex) to M3 (Heavy Manufacturing), to match the current M3 zoning designation of the front portion of the Property. Accordingly, the Citywide Zoning Map of Title 11 (Zoning) of the South Gate Municipal Code is hereby amended to reflect the revised zoning designation for the Property, as shown in the amended Zoning Map attached hereto as Attachment "A" and incorporated herein by this reference.

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

SECTION 4. The City Clerk shall certify the adoption of this Ordinance and shall cause a copy of the same to be published in a manner prescribed by law.

SECTION 5. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

ADOPTED this 8th day of September, 2026

CITY OF SOUTH GATE:

_____
Joshua Barron, Mayor

ATTEST:

_____
Yodit Glaze, City Clerk

(Seal)

APPROVED AS TO FORM:

DRAFT YG

_____
Raúl F. Salinas, City Attorney

Office of the
South Gate City Clerk

SEP 02 2026

FILED

5:30pm

Item No. 5

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 8, 2026**

Originating Department: **Police**

Department Director: _____ *City Manager:* _____

for *Manuel Arana* for *Rob Houston*

SUBJECT: RESOLUTION ACCEPTING ALCOHOL POLICING PARTNERSHIP GRANT FUNDS FROM THE STATE OF CALIFORNIA ALCOHOLIC BEVERAGE CONTROL

PURPOSE: To approve Agreement Number 26-APP41 with the Department of Alcoholic Beverage Control (ABC) for the Alcohol Policing Partnership (APP) for Fiscal Year 2026/27.

RECOMMENDED ACTIONS: The City Council will consider:

a. Adopting a Resolution approving Agreement Number 26-APP41 accepting grant funds in the amount of $62,644 from the State of California Department of Alcoholic Beverage Control for ABC enforcement and compliance for Fiscal Year 2026-2027; and
b. Appropriating $62,644 in the Fiscal Year 2026/27 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 $62,644 for Fiscal Year 2026/27.

ANALYSIS: The proposed Grant Agreement was explored to allow the Police Department 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 Alcohol Policing Partnership, 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 General Enforcement, Roll Call training, and 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 26-APP41 ACCEPTING GRANT FUNDS IN THE AMOUNT OF $62,644 FROM THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL TO PARTICIPATE IN THE ABC APP FOR ABC ENFORCEMENT AND COMPLIANCE FOR FISCAL YEAR 2026/27

WHEREAS, the City of South Gate ("City") desires to undertake the Alcohol Policing Partnership ("APP") administered by the State of California Department of Alcoholic Beverage Control ("ABC") in the amount of $62,644 for the program term of July 1, 2026, through and including June 30, 2027;

WHEREAS, the South Gate Police Department will work in association with ABC Investigators to implement the objectives of APP 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 $62,644, of which $58,494 is to be used to pay overtime expenses for sworn Police Officers to be deployed for enforcement activities within the City for Fiscal Year 2026/27, $3,500 will be used for operating expenses and equipment, and the remainder of $650 will be used for Police Officer education and registration fees; and

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

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 Agreement Number 26-APP41 attached hereto as Exhibit "A" accepting grant funds in the amount of $62,644 from the State of California Department of Alcoholic Beverage Control for ABC enforcement and compliance for Fiscal Year 2026/27.

SECTION 3. The City Council does hereby authorize the Chief of Police to execute the Agreement Number 26-APP41 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 **8th** day of **September 2026.**

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____ DRAFT YG
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, 2026 through June 30, 2027.

  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 licensees 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 one (1) Shoulder tap operations, including the Statewide Shoulder tap operation.

3. Conduct at least two (2) IMPACT operations.

4. Conduct at least three (3) General enforcement operations.

5. Conduct at least three (3) Roll call trainings.

6. 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).

7. 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.

8. 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
Carlos Corella, Lieutenant
8620 California Avenue
South Gate, CA 90280
(323) 816-3798
ccorella@sogate.org

Department of Alcoholic Beverage Control
Jennifer Delarosa, Supervising Agent in Charge
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
jennifer.delarosa@abc.ca.gov

Direct all fiscal inquiries to:

South Gate Police Department
Luis Frausto, Director of Admin Services
8650 California Avenue
South Gate, CA 90280
(323) 563-9522
lfrausto@sogate.org

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 312-4349
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 (26-APP41) and must not exceed the contract total authorized amount of $62,644.00. 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, Statues of 2026.

- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2026 and on or before the project termination date, June 30, 2027.

- 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.

- 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. Contractors are 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	
Overtime	
Officer/Detective	$33,362.00
Sergeant	$12,176.00
Benefits – 7.65%	$12,956.00
TOTAL Personnel	**$58,494.00**
B. Operating Expenses (receipts required)	
Buy Money	$1,000.00
TOTAL Operating	**$1,000.00**
C. Equipment (receipts required, must be purchased by 12/31)	
Laptop/Tablet	$2,000.00
Binoculars	$500.00
TOTAL Equipment	**$2,500.00**
D. Travel Costs	
Registration	$650.00
TOTAL Travel	**$650.00**
GRAND TOTAL	**$62,644.00**

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.

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

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 aid 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 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 Section4552.

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 assign or 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 Section4553.

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 assign or 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 Section4554.

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).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

    a. The following terms are in addition to the defined terms and shall apply to the Contract:

        1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

    b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

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 2026, 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.

Office of the
South Gate City Clerk

SEP 02 2026

FILED

5:37 pm

Item No. 6

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 8, 2026**
Originating Department: **Public Works**

Department Director: Arturo Cervantes
Arturo Cervantes

City Manager: Arturo Cervantes
for *Rob Houston*

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2025-04-CC WITH GO2ZERO STRATEGIES, LLC., TO EXPAND THE SCOPE OF WORK AND INCREASE COMPENSATION

PURPOSE: Approve Amendment No. 1 to Contract No. 2025-04-CC with Go2Zero Strategies to provide additional services funded through the CalRecycle SB 1383 Local Assistance Grant Program.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 1 to Contract No. 2025-04-CC with Go2Zero Strategies, LLC, to provide additional specialized services needed to comply with SB 1383 requirements, in an amount not-to-exceed $206,441;
b. Appropriating $206,441 in CalRecycle SB1383 Local Assistance Grant Fund needed for Amendment No. 1 to Contract No. 2025-04-CC; and
c. Authorizing the Mayor to execute Amendment No. 1 to Contract No. 2025-04-CC in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Amendment No. 1 to Contract No. 2025-04-CC is in the amount of $206,441 and it will be funded by CalRecycle SB 1383 Local Assistance Grant Program Funds.

Item	Refuse Fund	CalRecycle SB 1383 Local Assistance Grant Program Funds	Total
Amendment No. 1	$0	$206,441	**$206,441**
Contract No. 2025-04-CC	$282,330	$0	**$282,330**
Total	**$282,330**	**$206,441**	**$488,771**

ANALYSIS: SB 1383 requires cities to reduce the amount of organic waste sent to landfills. It also requires cities to conduct public outreach, inspect businesses, maintain records, report compliance activities, enforce requirements, and support edible food recovery programs.

To help the City of South Gate (City) meet these requirements, California Department of Resources Recycling and Recovery (CalRecycle) awarded the city $247,931 through the SB 1383

Local Assistance Grant Program. Of this amount, $24,793 has been reserved for eligible city staff salaries and $16,697 for community marketing and outreach efforts, leaving $206,441 available for additional eligible SB 1383 activities.

Staff recommend using the remaining $206,441 to expand the existing contract with Go2Zero Strategies, LLC (Go2Zero). Public Works does not have sufficient staff capacity to complete all required outreach, inspections, reporting, and other grant-funded activities before the grant deadline while continuing to perform its regular duties. Go2Zero already provides SB 1383 consulting services to the city and is familiar with the City's programs and compliance needs. Expanding the existing contract will allow the work to proceed without the time and expense of selecting and bringing a new consultant up to speed.

Amendment No. 1 will add to the services described in Exhibit A and increase the contract by an amount not to exceed $206,441. All services provided under the amendment must be eligible for reimbursement under the CalRecycle SB1383 Local Assistance Grant. Go2Zero will be paid only for eligible work, completed and properly invoiced. No General Fund money will be used. Any grant funds not used by the November 2026 deadline must be returned to CalRecycle.

The amendment is separate from Go2Zero's existing three-year contract in the amount of $282,330. All other terms and conditions of the existing contract will remain unchanged. Approval of Amendment No. 1 will allow the City to complete the grant-funded work on time and continue meeting its SB 1383 requirements.

BACKGROUND: Senate Bill (SB) 1383, enacted in 2016, established statewide requirements to reduce organic waste sent to landfills and increase the recovery of edible food. The regulations implementing SB 1383 took effect on January 1, 2022.

To help local agencies comply with these requirements, CalRecycle provided the city with one-time grant funding for approved activities. The city received the funding in two allocations totaling $247,931.

On January 14, 2025, the City Council approved Contract No. 2025-04-CC with Go2Zero Strategies, LLC, for an amount not to exceed $282,330 over a three-year term. The contract provides specialized solid waste management services, including regulatory compliance, program management, edible food recovery, public outreach, capacity planning, and required recordkeeping and reporting.

As the City implemented its SB 1383 programs, staff identified additional grant-eligible work that was not included in the original contract. Amendment No. 1 adds compliance assistance, public education and outreach, edible food recovery support, equipment distribution, a recordkeeping system, and grant administration support. These services will build upon Go2Zero's existing work and help the City complete the approved grant activities within the required timeframe.

ATTACHMENT: A. Amendment No. 1 to Contract No. 2025-04-CC
B. Contract No. 2025-04-CC

JA:ky

AMENDMENT NO. 1 TO CONTRACT NO. 2025-04-AC WITH GO2ZERO STRATEGIES, LLC TO EXPAND THE SCOPE OF WORK AND INCREASE COMPENSATION FOR SB 1383 IMPLEMENTATION SERVICES

This Amendment No. 1 to Contract No. 2025-04-CC ("Amendment") is made and entered into this 8th day of September 8, 2026, by and between the City of South Gate, a municipal corporation ("City"), and Go2Zero Strategies, LLC, a California limited liability company ("Consultant"). The City and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Senate Bill 1383 (SB 1383), enacted in 2016, established statewide requirements to reduce the disposal of organic waste in landfills and increase edible food recovery, with implementing regulations becoming effective January 1, 2022;

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) awarded the City SB 1383 Local Assistance Grant funding to support eligible implementation activities, including public education and outreach, inspections, enforcement, program implementation, reporting, and edible food recovery activities;

WHEREAS, as implementation of the City's SB 1383 compliance program has progressed, additional grant-eligible consulting services have been identified that are necessary to complete required implementation activities within the grant performance period;

WHEREAS, on January 14, 2025, the City Council approved Contract No. 2025-04-CC with Consultant for professional solid waste management services in support of the City's SB 1383 compliance program, in the amount of **Two Hundred Eighty-Two Thousand Three Hundred Thirty Dollars ($282,330);**

WHEREAS, the Parties desire to amend the Agreement to expand the Scope of Services identified in Exhibit A-1 and increase the compensation by **Two Hundred Six Thousand Four Hundred Forty-One Dollars ($206,441),** for a revised Agreement amount not to exceed **Four Hundred Eighty-Eight Thousand Seven Hundred Seventy-One Dollars ($488,771),** and

WHEREAS, Consultant possesses specialized expertise in SB 1383 implementation and is familiar with the City's solid waste operations through the existing Agreement, making amendment of the existing Agreement the most efficient and cost-effective means of completing the required services.

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF WORK

City hereby engages Consultant to perform the additional professional services described in the revised Scope of Services attached hereto as Exhibit A-1 and incorporated herein by this reference. The additional services consist of grant-eligible SB 1383 implementation activities, including, but not limited to, public education and outreach, commercial edible food generator inspections, reporting, compliance assistance, program implementation support, and other eligible activities approved by CalRecycle. The Scope of Services may be modified only by mutual written agreement of the Parties.

1.2 **COMPENSATION.** As amended, the total compensation payable under the Agreement shall not exceed **Four Hundred Eighty-Eight Thousand Seven Hundred Seventy-One Dollars ($488,771).** This Amendment increases the Agreement amount by **Two Hundred Six Thousand Four Hundred Forty-One Dollars ($206,441).** Consultant shall be compensated in accordance with the rates and payment provisions contained in the Agreement for services satisfactorily performed under this Amendment.

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

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

1.2.3 The Parties acknowledge that the additional services authorized under this Amendment are intended to support implementation of the City's SB 1383 compliance program and consist of activities eligible for reimbursement through the California Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance Grant Program. Nothing in this Amendment shall obligate the City to compensate Consultant for services that are performed outside the approved Scope of Services or otherwise not authorized under the Agreement.

1.3 **TERM OF AGREEMENT.** This Agreement will remain in effect **terminating no later than December 31, 2027,** unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

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

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

DRAFT YG

By: _____
Raúl F. Salinas, City Attorney

GO2ZERO STRATEGIES, LLC:

By: _____
Judi Gregory
President

Dated: _____

Exhibit A-1

Amended Scope of Services – SB1383 Grant Services

Exhibit A-1

Amended Scope of Services – SB1383 Grant Services

Pursuant to Amendment No. 1 to Contract No. 2025-04-AC, Consultant shall perform the following additional professional services to support the City's implementation of Senate Bill (SB) 1383 and completion of eligible activities funded through the CalRecycle SB 1383 Local Assistance Grant. These services supplement, and do not replace, the original Scope of Services contained in Exhibit A of the original Agreement.

TASK 1 – SB 1383 PROGRAM IMPLEMENTATION AND TECHNICAL ASSISTANCE
Consultant shall provide technical assistance to support the City's ongoing implementation of SB 1383, including the following services:

Task 1.1 – SB 1383 Outreach Materials
Consultant shall:

- Review SB 1383 outreach materials prepared by the City's franchised waste hauler and provide recommendations for improvement.
- Develop additional educational and outreach materials, as necessary.
- Design and prepare a Multifamily SB 1383 Move-In/Move-Out Guide.
- Ensure outreach materials remain consistent with current SB 1383 regulations and industry best practices.

Task 1.2 – Hauler and Self-Hauler Compliance Program
Consultant shall assist the City with developing and implementing a comprehensive hauler and self-hauler compliance program, including:

- Development of inspection procedures and inspection plans.
- Preparation of permit applications and programming forms.
- Review of applicable municipal ordinances for consistency with SB 1383 regulations.
- Development of compliance and enforcement procedures.
- Assistance with implementation of annual inspections for franchised haulers, self-haulers, third-party haulers, and back-haul entities, as required under SB 1383.

Task 1.3 – Procurement Compliance Support
Consultant shall assist the City in maintaining compliance with SB 1383 procurement requirements by:

- Preparing procurement documentation.
- Assisting with certification requirements.
- Organizing supporting documentation.
- Maintaining records demonstrates compliance with recycled-content paper procurement and recovered organic waste product purchasing requirements.

Task 1.4 – Recordkeeping and Compliance Support

Consultant shall assist the City with SB 1383 implementation by providing:

- Implementation recordkeeping.

- Compliance documentation.
- Reporting support.
- Organization and maintenance of implementation records required by CalRecycle.
- Assistance preparing documentation necessary for audits and regulatory compliance.

TASK 2 – EDIBLE FOOD RECOVERY PROGRAM

Consultant shall assist the City with implementation and administration of its SB 1383 Edible Food Recovery Program. Services shall include:

- Development of edible food recovery donation application materials.
- Preparation of program guidelines and application instructions.
- Outreach and technical assistance to eligible Food Recovery Organizations (FROs) and Food Recovery Services (FRSs).
- Assistance throughout the application process.
- Review and evaluation of submitted applications.
- Coordination with City staff regarding funding recommendations.
- Oversight and monitoring of awarded organizations.
- Verification that grant-funded equipment and supplies are utilized in accordance with grant requirements.
- Preparation and maintenance of documentation demonstrating compliance with SB 1383 and CalRecycle grant requirements.

TASK 3 – EDUCATION AND PUBLIC OUTREACH

Consultant shall provide education and outreach services designed to increase public awareness and compliance with SB 1383. Services may include:

- Graphic design services.
- Development of printed educational materials.
- Development of electronic educational materials.
- Preparation of educational resources for multifamily residents.
- Development of outreach materials promoting proper source separation of organic waste and recyclables.
- Assistance with educational and advertising campaigns targeting multifamily residents.
- Coordination with the City's outreach consultant, Tripepi Smith, as requested by the City.
- Coordination with printing vendors for production of outreach materials.

TASK 4 – EQUIPMENT DISTRIBUTION SUPPORT

Consultant shall assist the City with implementation of grant-funded equipment distribution activities, including:

- Coordination of procurement and distribution of approximately 2,500 kitchen compost buckets.
- Assistance with outreach events.
- Support for distribution to single-family residences and multifamily properties.
- Documentation necessary to demonstrate grant compliance and equipment distribution.

TASK 5 – SB 1383 RECORDKEEPING SYSTEM IMPLEMENTATION

Consultant shall assist the City with implementation and utilization of the SMART1383 Recordkeeping System, including:

- Coordination of system implementation.
- Assistance with data organization and migration, as appropriate.
- Development of recordkeeping procedures.
- Support for tracking compliance activities involving generators, edible food generators, food recovery organizations, food recovery services, haulers, and self-haulers.
- Assistance with maintaining implementation records accessible to CalRecycle for compliance review.

TASK 6 – PROGRAM MANAGEMENT AND GRANT ADMINISTRATION

Consultant shall provide administrative support necessary for successful implementation of grant-funded activities, including:

- Coordination with City staff.
- Project scheduling.
- Progress reporting.
- Budget tracking assistance.
- Grant implementation support.
- Assistance with reimbursement documentation.
- Assistance with grant compliance reporting.
- Support during CalRecycle monitoring, reviews, or audits, as requested by the City.

DELIVERABLES

Consultant shall provide, as applicable:

- SB 1383 outreach materials.
- Multifamily SB 1383 Move-In/Move-Out Guide.
- Educational brochures, mailers, flyers, and electronic outreach materials.
- Hauler and self-hauler compliance program documents.
- Inspection plans, procedures, forms, and checklists.
- Permit applications and program templates.
- Procurement compliance documentation.
- SB 1383 implementation recordkeeping documentation.
- Edible Food Recovery Program application materials.
- Review documentation for Food Recovery Organizations and Food Recovery Services.
- Documentation supporting grant-funded equipment distribution.
- Progress reports requested by the City.
- Documentation supporting CalRecycle reimbursement requests.
- Documentation necessary for CalRecycle audits and grant compliance.
- Other work products reasonably necessary to complete the City's SB 1383 Local Assistance Grant Program.

Exhibit B

Cost Proposal

Cover Letter

August 19, 2026

Joseph Alvarado
Senior Management Analyst
City of South Gate / Public Works
4244 Santa Ana Street, South Gate, CA 90280
P: (323) 563-5792
E: jalvarado@sogate.org

RE: Contract Amendment No. 1: Expand Scope of Work and Increase Compensation

Dear City of South Gate:

Go2Zero Strategies (Go2Zero) is pleased to submit a cost proposal to support amendment no. 1 to our existing contract with the City of South Gate. The total proposal cost for the additional scope of work is $206,441.

The original contract is for professional solid waste management services. This proposed amendment expands the original scope of work to include six (6) additional tasks associated with SB 1383 Local Assistance Grant activities, as outlined below.

- Task 1: Edible Food Recovery
- Task 2: Edible Food Recovery Personnel
- Task 3: Education and Public Outreach
- Task 4: Equipment
- Task 5: Personnel
- Task 6: SB 1383 Recordkeeping System Implementation

A summary description of each task and cost per task are detailed in the subsequent proposal sections. This amendment proposal is signed by Judi Gregory, President of Go2Zero Strategies, who is authorized to bind the firm. Please contact Judi Gregory at judi@go2zero.net or (877) 462-9376 with any questions.

Sincerely,

Judi Gregory
President, Go2Zero Strategies

Scope of Work

The following scope of services details the additional tasks proposed for this contract amendment. A summary of tasks and costs is provided below, followed by a description of each task.

Task	Description	Amount
Task 1	Edible Food Recovery	$41,438
Task 2	Edible Food Recovery Personnel	$15,000
Task 3	Education and Public Outreach	$5,000
Task 4	Equipment	$18,000
Task 5	Personnel	$64,503
Task 6	SB 1383 Recordkeeping System Implementation	$62,500
Total	**Amendment Total**	**$206,441.01**

Task 1: Edible Food Recovery ($41,438)

Task 1.1: Equipment Costs ($35,000)

Contractor shall provide eligible food recovery organizations with refrigeration and freezer equipment. These units are essential for the proper recovery, storage, and redistribution of edible food, ensuring that recovered food remains safe and suitable for consumption. By supporting the acquisition of this equipment, Go2Zero will directly enhance the capacity of local food recovery programs to meet SB 1383 food recovery mandates, reduce food waste, and increase access to nutritious food for food-insecure populations.

Task 1.2: Supply Costs ($6,438)

Costs for essential supplies required by food recovery organizations, including hot and cold transport bags, boxes, and other materials necessary for the safe handling, transportation, and redistribution of edible food. These supplies are critical to maintaining food safety standards, preventing spoilage, and ensuring that recovered food reaches those in need efficiently and in compliance with SB 1383 regulations.

Task 2: Edible Food Recovery Personnel ($15,000)

This allocation will support the implementation of the SB 1383 edible food recovery program. Go2Zero staff will provide critical assistance with the development and outreach efforts related to this effort. This includes the creation of the donation

application, guidance and support to food recovery organizations throughout the application process, and ongoing review and oversight of donation recipients to ensure proper use of awarded funds. Go2Zero staff support is essential to ensure the edible food recovery program is effectively administered, complies with SB 1383 requirements, and maximizes the recovery and redistribution of edible food. By facilitating smooth program operations and maintaining accountability, Go2Zero's staffing contribution will significantly enhance local food recovery capacity and program impact.

Task 3: Education and Public Outreach ($5,000)

Task 3.1: Educational Resources and Materials ($2,500)

Funding will be used for printing and electronic educational resources, graphic design work, and the development of a multifamily SB 1383 resident move-in/move-out guide. These materials will provide clear, accessible information to residents about proper sorting of organic waste and recyclables, reinforcing compliance and best practices.

Task 3.2: Educational and Advertising Campaign ($2,500)

This campaign will target multifamily residents through multiple channels to teach proper sorting of organics and recyclables. It will also promote available in-person training opportunities, increasing engagement and ensuring residents have the knowledge and tools to comply with SB 1383 requirements.

Task 4: Equipment ($18,000)

Task 4.1: Kitchen Compost Bucket Distribution ($18,000)

Go2Zero will coordinate efforts to purchase and distribute 2,500 kitchen compost buckets for single-family and multifamily residents. These buckets will be provided during community events and targeted outreach efforts specific to single-family residences and multifamily complexes. Providing these buckets will facilitate food scrap collection at the source, thereby improving participation rates and the effectiveness of organic waste diversion programs.

Task 5: Personnel ($64,503)

Consultant shall provide technical assistance to support the City's ongoing implementation of SB 1383, including the following services:

Task 5.1: Review and Development of SB 1383 Outreach Materials ($13,000)
Go2Zero will assist in reviewing hauler-proposed SB 1383 outreach materials, preparing and designing a multifamily move-in/move-out guide, and creating additional outreach resources as needed to ensure effective communication and education consistent with SB 1383 requirements.

Task 5.2: Hauler and Self-Hauler Program and Inspection Plan Development ($30,000)
Per Article 7 of the SB 1383 regulations, jurisdictions must regulate, oversee, and inspect haulers and self-haulers that collect organics. While South Gate does have a franchise system in place for its primary hauler, the City must still develop a formal program for all self-hauler, third-party, and backhaul companies. Go2Zero will support the City in developing a program and inspection plan for haulers and self-haulers, including reviewing relevant ordinances to align enforcement mechanisms with the SB 1383 regulations, creating permit and application processes, and implementing and conducting annual inspections for all organic haulers and self-haulers.

Task 5.3: SB 1383 Purchasing Support ($6,503)
Go2Zero will assist with the development of documentation and recordkeeping associated with the purchase of recycled-content paper and recovered organic waste products. This will include assistance with proper certification and back-up documentation as required by the SB 1383 regulations.

Task 5.4: SB 1383 Implementation Recordkeeping Support ($15,000)
Go2Zero will provide ongoing assistance with SB 1383 implementation recordkeeping activities to ensure accurate documentation and reporting in alignment with state requirements.

Task 6: SB 1383 Recordkeeping System Implementation ($62,500)

Three (3)-year subscription to the SMART1383 SB 1383 Recordkeeping System. The system will be used to track compliance by generators, edible food generators (EFGs), food recovery organizations (FROs), haulers, and self-haulers with regulatory requirements, and to provide CalRecycle with access to Implementation Records for review.

AGREEMENT FOR PROFESSIONAL SERVICES FOR SOLID WASTE MANAGEMENT SERVICES BETWEEN THE CITY OF SOUTH GATE AND GO2ZERO STRATEGIES

This Agreement for Professional Services for Solid Waste Management Services ("Agreement") is made and entered into effective as of January 1, 2025, by and between the City of South Gate, a municipal corporation ("City"), and Go2Zero Strategies, LLC., 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 Solid Waste Management Services;

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, THEREFOR, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Two Hundred Eighty-Two Thousand and Three Hundred and Thirty Dollars ($282,330)** 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 Assistant City Manager/Public Works Director or City Manager 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 January 1, 2025, and will remain in effect for a period of three years from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **CITY AGENT.** The Assistant City Manager/Public Works Director ("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 Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.

6. **GENERAL TERMS AND CONDITIONS.**

6.1 **Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid 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 withing 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 per occurrence/accident for bodily injury and property damage liability. Each such policy of insurance shall:

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

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

c. Specify its acts as primary insurance.

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

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

6.6 Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees,

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

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

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

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

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

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

6.9 **Consultant's Personnel.**

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

license as required by the South Gate Municipal Code.

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

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

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

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

6.11 Legal Construction.

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

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

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

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

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

6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done,

furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.

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

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

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

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

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

6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or

connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

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

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

TO CITY:
City of South Gate
Robert Houston, City Manager
8650 California Avenue
South Gate, CA 90280
Email: rhouston@sogate.org
TEL: 323-563-9500

WITH COURTESY COPY TO:
City of South Gate
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email: yglaze@sogate.org
TEL: (323)563-9510

TO CONSULTANT:
Judi Gregory
President
Go2Zero Strategies, LLC.
6625 N. Calle Eva Miranda
Irwindale, CA. 91702
Email: judi@go2Zero.net
TEL: 877-462-9376

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

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

6.24 Interpretation Against Drafting Party. City and Consultant agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be

construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

7. **CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT.** In accordance with California SB1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure must be filed of political contributions totaling more than two hundred fifty dollars ($250) within the previous twelve (12) months, and for three (3) months following the date a final decision is made to award an agreement. Therefore, the City requires that Consultant fill out the California Levine Act Disclosure Statement form available on the City website and submit it to the City Clerk's Office prior to the approval of this Agreement.

8. **EFFECTIVE DATE.** The effective date of this Agreement is January 1, 2025, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
María Davila, Mayor

Dated: 1/21/2025

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

Go2Zero Strategies, LLC:

By: _____
Judi Gregory, President

Dated: January 15, 2025

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

Scope of Services

Consultants are requested to provide a recommended approach and level of effort based on their experience and understanding of the project and the City's needs. It is anticipated that the scope of services will include, but not be limited to, the following tasks:

Task 1 Program Management

This task includes all work by the consultant to effectively manage the scope, cost, and schedule of the Project. This may include but is not limited to the following activities and deliverables identified below:

A. Project Meetings:
   1. Initiate and conduct monthly meetings with the City and the City's franchise trash hauler Universal Waste System, Inc.
   2. The consultant shall provide a request for information matrix detailing potential data needs two weeks prior to the kickoff meeting.
   3. The meeting shall consist of the required key personnel to establish positive direction for the program. The consultant shall provide City staff with a list of desired personnel to attend the meetings.
   4. Meeting minutes shall be documented and submitted to City staff for review and approval.
   5. Coordination meetings may be required to obtain required deliverables.
   6. Maintain project records.
   7. Prepare and submit correspondence and memos, including all meeting minutes.
   8. Support and prepare materials as may be requested for meetings.

Task 2 Compliance requirement for AB 341, AB 1826, and SB 1383

The selected Consultant will assist in the implementation including but not limited to the following programs:

Edible Food Recovery - Review UWS's Edible Food Recovery Program, including inventory of food recovery organizations and services, annual educational program for generators, and related monitoring, reporting, education and outreach to achieve compliance with SB 1383.

Deliverables:
1. Review annual inventory of food recovery organizations and food recovery services.
2. Review Food Recovery Program guidance document including education materials for commercial edible food generators.
3. Review documents outlining program and related checklists for required annual education and outreach to commercial edible food generators.

Education and Outreach – Review the documents developed by UWS for the Education and Outreach Program to provide ongoing annual education to generators, including material in English and Spanish languages as required by SB 1383.

Deliverables:

1. Review UWS education program includes written materials, website and social media materials, interactive online surveys, videos, webinars or similar engagement materials.

Procurement of Recovered Organic Waste Products-
The consultant shall assist with the development of a recovered waste procurement program including recovered organic waste products, recycled paper products and postconsumer fiber. The consultant shall assist with the tracking, record keeping and reporting, including annual checklist and guidance documents.

Deliverables:

1. Review and comment on guidance document, including training materials and related policy and ordinance amendment recommendations.

Capacity Planning - Assist with collaborating with Los Angeles County Department of Public Works Organic Waste Recycling Capacity and Edible Food Recovery Capacity planning efforts.

Deliverables:

1. Provide review and input as requested for Los Angeles County Department of Public Works Capacity Planning efforts on behalf of the City.

Task 3 Record Keeping and Reporting

Assist with the development of efficient and effective program management and reporting processes, including development of guidance documentation and checklists to ensure the City achieves and maintains compliance with state mandates under AB 341, AB 1826, and SB 1383. Provide recommendation of record-keeping management software. Assist with annual electronic reporting (AER) with Los Angeles Regional Agency (L.A.R.A.) for CalRecycle or any other entity particularly related to SB 1383 compliance. Review UWS annual report submittal.

Deliverables:

1. Participate in meetings with CalRecycle, (estimate 4 meeting)
2. Participate in meeting with L.A.R.A. meetings. (4 meeting)
3. Provide review and provide input as requested by CalRecycle and related programs, particularly annual reporting compliance for SB 1383.

EXHIBIT B

FEE SCHEDULE

Exhibit B: Fee Schedule

City of South Gate
Fee Proposal for
Professional Services for Solid Waste Collection Programs

Tasks	Go2Zero Contract Manager	Go2Zero Project Manager	Go2Zero Supervisor / Lead	Data Analysis	Design & Communi-cations	Outreach Specialist	Total Hours	Total Cost
Rate	$ 275.00	$ 225.00	$ 115.00	$ 85.00	$ 85.00	$ 75.00		
Task 1: Program Management	26.00	58.00	149.00	40.00	-	-	273.00	$ 40,735.00
Task 2a: Compliance - Edible Food Recovery	6.00	5.00	40.00	-	8.00	60.00	119.00	$ 12,555.00
Task 2b: Compliance - Education & Outreach	1.00	4.00	16.00	-	50.00	4.00	75.00	$ 7,565.00
Task 2c: Compliance - Procurement of Recovered Organic Waste Products	2.00	54.00	6.00	8.00	-	-	70.00	$ 14,070.00
Task 2d: Compliance - Capacity Planning	-	4.00	4.00	-	-	-	8.00	$ 1,360.00
Task 3: Recordkeeping and Reporting	11.00	48.00	20.00	245.00	-	-	324.00	$ 36,950.00
Total All Requested Tasks in RFP + Annual Recordkeeping Subscription	46.00	173.00	235.00	293.00	58.00	64.00	869.00	113,235.00
**Above rate includes an annual SMART1383 Recordkeeping System subscription. Rate not including system =*								94,110.00

Rate for all Optional Tasks	$ 295.00	$ 225.00	$ 115.00	$ 85.00	$ 85.00	$ 75.00		
Draft all written program descriptions required by SB 1383	4	48					52	$ 11,980.00
Draft Self-hauler, back hauler and third-party hauler permit applications	1	16					17	$ 3,895.00
Draft procedures for inspections of self-haulers, back haulers and third-party hauler	1	16					17	$ 3,895.00
Draft Self-hauler, backhauler and third-party hauler recordkeeping forms	1	8					9	$ 2,095.00
Conduct Self Hauler Inspections	4		80				84	$ 10,380.00
Draft letters of non-compliance	1	12					13	$ 2,995.00
Draft Notices of violations	1	12					13	$ 2,995.00
Draft Environmental Purchasing Policy	2	40					42	$ 9,590.00
Draft Procedures to Conduct Compliance Inspections	2	20					22	$ 5,090.00
Conduct Compliance Inspections	8	20	120				148	$ 20,660.00
Review Waivers and Exemptions	2		40				42	$ 5,190.00
Total All Optional Tasks	27.00	192.00	240.00	-		-	$ 469.00	$ 78,765.00

Office of the
South Gate City Clerk

SEP 02 2026
FILED
5:30pm

Item No. 7

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 8, 2026**

Originating Department: **Police**

Department Director: for Manuel Arana

City Manager: Arturo Cervantes for Rob Houston

SUBJECT: RATIFICATION OF AN AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC., FOR CROSSING GUARD SERVICES, AND APPROVAL OF A RELATED BUDGET AMENDMENT

PURPOSE: To ratify an agreement with All City Management Services, Inc., for Crossing Guard Services at 17 school crossing locations, and to appropriate funds for the agreement. The service provides for the safety of students, parents, and staff walking to and from school by staffing designated intersections during peak periods of pedestrian activity.

RECOMMENDED ACTION: The City Council will consider:

a. Ratifying an Agreement with All City Management Services, Inc. ("ACMS"), for crossing guard services for a term of August 31, 2026, through December 18, 2026, in an amount not to exceed $153,400; and
b. Approving a budget amendment appropriating $153,400 from the General Fund Budget Stabilization Reserve to account 100-505-21-6109 in the Fiscal Year 2026-2027 budget.

FISCAL IMPACT: The not-to-exceed cost of the agreement is $153,400. That figure reflects 17 crossing locations staffed approximately three hours per day across approximately 76 instructional days, for a total of 3,864 service hours at the contract rate of $39.70 per hour.

ACMS increased its hourly rate from $34.80 in Fiscal Year 2025-2026 to $39.70 in Fiscal Year 2026-2027, an increase of 14.1 percent. ACMS attributes the increase to rising wages and operating costs.

Funds for crossing guard services were not included in the FY2026-2027 budget because the program was eliminated as part of citywide budget reductions. Approval of this item therefore requires a new appropriation. Staff recommend funding the appropriation from the General Fund Budget Stabilization Reserve.

The Budget Stabilization Reserve balance is currently $1,518,527. Appropriating $153,400 would reduce the balance to $1,365,127, a reduction of 10.1 percent of the Budget Stabilization Reserve.

The City Council should be aware of the trade-off this action presents. Crossing guard service is a recurring operating cost, and reserves are one-time money. Using reserves to fund recurring costs reduces the City's capacity to absorb future revenue shortfalls or emergencies, and it does not resolve the underlying structural gap that led to the program's elimination. Staff is presenting this option because the Council has directed the restoration of service.

For context, the prior program covered 37 locations at an annual cost of approximately $750,000. Continuing the reduced 17-location program through a full school year is not currently budgeted for the spring semester.

BACKGROUND: Since August of 1994, the City has contracted with All City Management Services, Inc., to provide crossing guard services throughout the City. The decision to contract this operation was based on cost savings and increased operational services. Before the contract, the Police Department was responsible for staffing crossing locations when a crossing guard could not fill a shift, and a sworn officer was often pulled from patrol to provide coverage. Contracting the service transfers that staffing responsibility to the vendor. The Police Department has been satisfied with the services ACMS provides.

The crossing guard program was eliminated effective July 1, 2026, as part of citywide budget reductions, and the ACMS agreement was not renewed for the 2026-2027 school year. Staff approached the school district regarding shared funding of the program. The district declined to contribute.

The agreement term runs from August 31, 2026, the first day of the school year, through December 18, 2026, the start of the winter break.

At its meeting on August 25, 2026, the City Council directed the City Manager to move forward expeditiously in executing an agreement with ACMS so crossing guards could be deployed as soon as possible for student safety. The Council specifically asked that the executed agreement return for ratification and directed that execution not be delayed until the September 8, 2026, meeting because doing so would postpone deployment past the start of the school year.

Consistent with that direction, the agreement was executed on August 31, 2026, with the signature of the Mayor. The City Attorney has approved the agreement as to form. Crossing guard services began on August 31, 2026, and are currently being provided. Ratification confirms and adopts the execution of the agreement retroactive to the start of the term, and the accompanying budget amendment provides the appropriation necessary to pay for the services.

ATTACHMENT: A. Proposed Agreement

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 August 26, 2026, 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 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 **One Hundred Fifty-Three Thousand Four Hundred Dollars and Eighty Cents ($153,400.80)** 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, 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 the 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 **August 31, 2026**, and will remain in effect for a period through **December 18, 2026**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **CITY AGENT**. The 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 confract, 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 withing 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 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 nondiscrimination 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, subconsultants 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
Manuel Arana, Chief of Police
8620 California Avenue
South Gate, CA 90280
Email: mvarana@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
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. **CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT.** In accordance with California SB1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure must be filed of political contributions totaling more than two hundred fifty dollars ($250) within the previous twelve (12) months, and for three (3) months following the date a final decision is made to award an agreement. Therefore, the City requires that Consultant fill out the California Levine Act Disclosure Statement form available on the City website and submit it to the City Clerk's Office prior to the approval of this Agreement.

8. **EFFECTIVE DATE.** The effective date of this Agreement is **August 31, 2026**, and will remain in effect through and including **December 18, 2026** 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:_____
Joshua Barron, Mayor

Dated: 8/27/26

ATTEST:

By:_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:_____
Raul F. Salinas, City Attorney

ALL CITY MANAGEMENT SERVICES, INC.

By:_____
Demetra Farwell, Corporate Secretary

Dated: 08/28/2026

Exhibit "A"

Scope of Services

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated August 26, 2026, and is between the CITY OF SOUTH GATE (hereinafter called the "Principal"), 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 an initial term which commences on or about August 31, 2026, and ends on December 18, 2026 (the "Initial Term").

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". The 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 Principal.

3. The Principal shall designate a representative to serve as its point of contact for dealing with Contractor with respect to this Agreement.

4. The Principal 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 Principal'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. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the Principal a Certificate of Insurance naming the Principal and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the Principal and shall not call on the Principal's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the Principal, its officers, agents and interest of the Principal. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the Principal.

11. Contractor agrees to defend, indemnify and hold harmless the Principal, 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 Principal, 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 Principal, its officers, agents, or employees, any and all costs and expenses incurred by the Principal, 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 Principal, liability will be apportioned between Contractor and Principal based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify Principal will be limited accordingly.

d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to Principal 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 $6,000,000 (Six Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. 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 Principal.

14. The Principal agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of thirty-nine dollars and seven cents **($39.70)** per hour, per Crossing Guard during the Initial Term. It is understood that the cost for providing three thousand eight hundred sixty-four **(3,864)** hours of service shall not exceed one hundred fifty-three thousand four hundred dollars and eighty cents **($153,400.80)**. For automatic renewals no less than (60) days before the expiration of the Initial Term, or the Renewal Term, as applicable, Contractor will notify Principal of its proposed hourly rate for the following 12-month period, which will be deemed accepted by Principal unless Principal notifies Contractor of its disagreement therewith, or its intent not to renew the Agreement, in writing, no less than thirty (30) days prior to the end of the Initial Term or the Renewal Term, as applicable. If Principal disagrees with Contractor's proposed new hourly rate, but still wishes to renew the Agreement the parties will negotiate in good faith to reach mutual agreement on, and confirm in writing, the new hourly rate for the following 12-month period, prior to the expiration of the Initial Term or the Renewal Term, as the case may be.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. 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 Principal with 60 days-notice of its request to increase pricing. Principal agrees to review and respond to said notice within 30 days of receipt.

17. This Agreement constitutes the complete and exclusive statement of the agreement among the parties 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

PRINCIPAL	**CONTRACTOR**
City of South Gate	**All City Management Services, Inc.**
By Rob Houston Signature	By Signature
Rob Houston, City Manager Print Name and Title	Demetra Farwell, Secretary Print Name and Title
Date 08/27/2026	Date 08/28/2026

All City Management Services Inc.

Client Worksheet 2026 - 2027

Department: **1001501**

South Gate, City of

Billing Rate for 2026/2027: $39.70

17 Sites

Sites with Traditional Calendar

Calendar Groups	Hours/Year		Hourly Billing Rate		Group Total
15 Sites @ 3.00 hrs/day, 5 days/wk	3240 (15 sites x 3.00 hrs/day x 72 days/yr)	X	$39.70	=	$128,628.00
2 Sites @ 4.25 hrs/day, 4 days/wk	493 (2 sites x 4.25 hrs/day x 58 days/yr)	X	$39.70	=	$19,572.10
2 Sites @ 4.67 hrs/day, 1 day/wk	131 (2 sites x 4.67 hrs/day x 14 days/yr)	X	$39.70	=	$5,200.70

Total Projected Hours **3864.00** **Total Projected Cost** **$153,400.80**

Partial Service through December 18, 2026
Locations:

- 1266- Hunt Ave/Tweety Blvd
- 1294-Independence Ave/State Ave
- 1472- Liberty Blvd/Long Beach Blvd
- 1647-Montara Ave/Tweedy Blvd
- 1532- Madison Ave/Southern
- 2000-San Miguel Ave/Tweedy Blvd
- 2161- Tweedy Blvd/Truba Ave
- 1797-Otis St/Firestone Blvd
- 1355-Kansas Ave/Long Beach Blvd
- 2014- Santa Ana St/State St
- 20507-Tweedy Blvd/Atlantic Ave
- 2162- -Tweedy Blvd/Atlantic Ave (NW)
- 553-California Ave/Missouri Ave
- 20504-Long Beach Blvd/Willow Pl
- 2314- Main St/Garfield Ave
- 1997-San Juan Ave/Ardmore Ave
- 1284-Illinois Ave/Long Beach Blvd

Office of the
South Gate City Clerk

SEP 02 2026

FILED

5:37pm

Item No. 8

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 8, 2026**

Originating Department: **Public Works**

Department Director: Arturo Cervantes *Arturo Cervantes*

City Manager: Arturo Cervantes for *Rob Houston*

SUBJECT: AGREEMENT WITH ALL AMERICAN ASPHALT FOR THE CONSTRUCTION OF PHASE V OF THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, CITY PROJECT NO. 727-ST

PURPOSE: To award an Agreement to All American Asphalt ("AAA") for the construction of Phase V of the Citywide Residential Resurfacing Project. AAA submitted the lowest responsive and responsible bid and is recommended for contract award. To approve Contract Change Order No. 1 to use funding that became available because the construction bid came in under budget to construct additional street improvements under Phase V of the Residential Resurfacing Project.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an Agreement with All American Asphalt to construct the Citywide Residential Resurfacing Project, Phase V, City Project No. 727-ST, in an amount not-to-exceed $2,392,979;

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

c. Approving Contract Change Order No. 1 in an amount not-to-exceed $1,500,000 to fund street improvements on approximately 24 additional streets segment under Phase V of the Residential Resurfacing Project, and authorizing the City Manager to execute it;

d. Authorizing the City Manager to approve contract change orders in a cumulative amount not-to-exceed $347,438 to perform additional or unforeseen work necessary to complete construction of the Project;

e. Transferring $50,000 in Measure R Funds and $200,000 in Proposition C Local Return Funds, to fund additional street improvements, from Phase IV of the Residential Resurfacing Project, City Project No. 699-ST, to Phase V of the Residential Resurfacing Project, City Project No. 727-ST;

f. Appropriating $960,000 in Community Development Block Grant funds to Phase V of the Residential Resurfacing Project, City Project No. 727-ST, to fund additional street improvements and to construct eight pickleball courts at South Gate Park;

g. Adopting a finding that Phase V of the Residential Resurfacing Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, Class 1(c),

for existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities, including road grading for public-safety purposes, and categorically excluded under Section 326 of amended Chapter 3 of Title 23, United States Code (23 U.S.C. Section 326), without significant environmental impacts as defined by the National Environmental Policy Act ("NEPA"); and

h. Approving the Notice of Exemption for Phase V of the Residential Resurfacing Project and directing the City Clerk to file it with the Los Angeles County Registrar-Recorder/County Clerk.

FISCAL IMPACT: There is no impact to the General Fund. The proposed Agreement is in the amount of $2,392,979, and Contract Change Order No. 1 is for an amount not-to-exceed $1,500,000. The proposed budget is $4,596,417, and it is funded with $3,386,417 in SB 1 Funds budgeted in the FY 2026/27 Capital Improvement Program, $960,000 in CDBG Funds, $200,000 in Measure R Funds, and $50,000 in Proposition C Local Return Funds. The proposed Project budget is summarized below, with the detailed funding plan provided in Attachment "E."

Planned Expenditures	**Amount**
Original Construction Contract - Base Bid and Pickleball Alternate	$2,392,979
Contract Change Order No. 1 - Additional Streets (Not-to-Exceed)	$1,500,000
Inspection, CM/Geotechnical Testing, and City Staff	$356,000
Construction Contingency Reserve	$347,438
Total	**$4,596,417**

ANALYSIS: The proposed Agreement was procured through a competitive bidding process. On August 27, 2026, the City Clerk received and publicly opened three bids, with AAA submitting the lowest bid. The bid documents required contractors to submit a "Revised Base Bid No. 1" for the proposed street improvements and an "Alternate Bid" for the construction of pickleball courts. The bid documents further specified that the lowest bidder would be determined based solely on Revised Base Bid No. 1. Accordingly, AAA was determined to be the lowest bidder.

AAA's original bid was $2,280,934. During staff's routine bid verification, mathematical errors were identified in AAA's bid calculations. In accordance with the bid requirements, staff corrected the bid using AAA's submitted unit prices, resulting in a revised "Revised Base Bid No. 1" amount of $2,233,666. The revised bid was lower than the original bid, thus, the correction did not affect the bid ranking, and AAA remained the lowest responsive and responsible bidder.

The following table summarizes the bids received.

Contractor	**Revised Base Bid No. 1**	**Alternate Bid**	**Total Bid**
All American Asphalt*	$2,233,666	$159,313	$2,392,979
Sequel Contractors, Inc.	$2,537,103	$387,760	$2,924,863
Excel Paving	$3,455,239	$239,698	$3,694,937

* Corrected bid amount based on the submitted unit prices and bid quantities.

Contract Change Order No. 1 - Additional Street Improvements

The Project was budgeted based on the Engineer's Estimate of $3.46 million, prepared prior to bidding. When bids were opened, the lowest bid came in significantly under budget, resulting in more than $1.1 million in available Project funding. Given the favorable unit prices received through the competitive bidding process, it is financially advantageous to use the available Project funding to complete additional street improvements at the same competitive prices. This allows the City to rehabilitate more streets with funding already budgeted for the Project, maximizes the value of the existing construction contract, and avoids the additional costs and delays associated with advertising and awarding a separate future project. Accordingly, staff is recommending that the City Council approve Contract Change Order No. 1 in an amount not-to-exceed $1,500,000. The additional funding would be used to rehabilitate and slurry seal additional streets throughout the City. The specific streets and project limits are currently being identified by the Public Works Department; however, it is anticipated that approximately 13 additional streets will receive improvements. The streets are identified in Attachment "A." The final list of streets to be improved will be based on actual construction costs and may therefore be expanded or reduced accordingly.

Appropriating $960,000 in Community Development Block Grant

Community Development Block Grant ("CDBG") funds recently became available to the City and must be fully expended by December 15, 2026. The City has programmed $960,000 of these funds for use on Phase V of the Residential Resurfacing Project. The CDBG funds will be used to construct street improvements on Elizabeth Avenue, Virginia Avenue, Madison Avenue, Cypress Avenue, South Gate Avenue, and Minnesota Avenue, as well as to convert an existing tennis-court area at South Gate Park into eight pickleball courts. These improvements have been incorporated into the Project scope. Accordingly, staff is requesting that the City Council appropriate $960,000 in CDBG funds to the Project so the funds can be used for these improvements within the required expenditure deadline.

Construction Contingency and City Manager Change Order Authority

Finally, staff recommends that the City Council authorize the City Manager to approve contract change orders within the $250,000 construction contingency, exclusive of Contract Change Order No. 1. This authority will allow necessary field changes, quantity adjustments, and other unforeseen work to be addressed promptly during the 80-working-day construction period without delaying the Project. All approved change orders will be reported to the City Council at Project closeout.

BACKGROUND: The Fiscal Year 2026/27 Capital Improvement Program includes funding for Phase V of the Citywide Residential Resurfacing Project. The Project will rehabilitate deteriorated residential streets, and construction the conversion of a tennis-court area into eight pickleball courts at South Gate Park. The proposed project improvement are denoted on Attachment "B."

Pursuant to the California Environmental Quality Act ("CEQA"), the Project is categorically exempt under State CEQA Guidelines Section 15301, Class 1(c), because it consists of rehabilitation, repair, maintenance, and minor alteration of existing streets, sidewalks, gutters, drainage facilities, and similar existing facilities. The Project has also been identified as

categorically excluded under 23 U.S.C. Section 326 without significant environmental impacts as defined by NEPA.

All American Asphalt is a California corporation based in Corona and holds California Contractor License No. 267073 and DIR Public Works Contractor Registration No. 1000001051. The firm has operated under its current organization since 1969 and has completed numerous comparable roadway rehabilitation, asphalt paving, slurry seal, concrete, and public works projects for agencies throughout Southern California.

Construction will begin in late September 2026 and be completed December 2026.

ATTACHMENTS:
A. Proposed Agreement with AAA
B. Change Order No. 1
C. Project Location Map
D. Bid Analysis
E. Notice of Exemption
F. Budget Summary

KT:ky

AGREEMENT WITH ALL AMERICAN ASPHALT FOR THE CONSTRUCTION OF THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE V, CITY PROJECT NO. 727-ST ("RESIDENTIAL RESURFACING PROJECT V")

This Agreement for construction ("Agreement") of the Citywide Residential Resurfacing Project, Phase V, City Project No. 727-ST ("Residential Resurfacing Project V") is made and entered into on September 8, 2026, by and between the City of South Gate ("City"), and All American Asphalt, a California corporation ("Contractor"). The City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

The City 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 City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City **Contract No._____**, which involves the following project: The Citywide Residential Resurfacing Project, Phase V, City Project No. 727-ST ("Residential Resurfacing Project V").

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 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 shall not exceed **Two Million Three Hundred Ninety-Two Thousand Nine Hundred Seventy-Eight Dollars and Forty Cents ($2,392,978.40)** 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. 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 Bid Schedule(s), the Bid Security Forms for Check or Bond, this Agreement, Worker's Compensation Insurance Certificate, the Non-Collusion Affidavit, the Specifications, and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

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

ARTICLE V

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

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the Parties, whether City 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: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____ DRAFT
Raúl F. Salinas, City Attorney

ALL AMERICAN ASPHALT:

By: _____
Edward J. Carlson, Vice President

Date _____

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 for "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.

THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE V, CITY PROJECT NO. 727-ST ("RESIDENTIAL RESURFACING PROJECT V")

FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the South Gate City ("City" herein) has awarded to All American Asphalt, a California corporation ("Contractor" herein) a contract for:

THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE V, CITY PROJECT NO. 727-ST ("RESIDENTIAL RESURFACING PROJECT V"); 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 **Two Million Three Hundred Ninety-Two Thousand Nine Hundred Seventy-Eight Dollars and Forty Cents ($2,392,978.40)**, 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:

By: _____
Raúl F. Salinas, City Attorney

THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE V, CITY PROJECT NO. 727-ST ("RESIDENTIAL RESURFACING PROJECT V")

100% PAYMENT BOND

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

THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE V, CITY PROJECT NO. 727-ST ("RESIDENTIAL RESURFACING PROJECT V")

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 **Two Million Three Hundred Ninety-Two Thousand Nine Hundred Seventy-Eight Dollars and Forty Cents ($2,392,978.40)** 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 _____, 2026.
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:

By: _____
Raúl F. Salinas, City Attorney

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

Signed _____

_____
Title

Subscribed and sworn to before me this ____ day of _____, 2026.

_____
Notary Public

(Attach Notary Certificate)

City of South Gate, Public Works Department

Contract Change Order

Date:	9/8/2026	**Change Order No.**	001	**Account/Contract No.**	_____
Contractor:	All American Asphalt			**Account Code**	_____
Contract Date:	9/8/2026			**Account Code**	_____
Plan Reference:	Citywide Residential Resurfacing Project, Phase V, City Project No. 727-ST				
Change Order Amount:	**$1,500,000.00**	**Extension of Contract, if warranted**	0 working days		

Reason for Change: The corrected construction bid was below the approved Phase V project budget, leaving sufficient available funding to complete additional eligible street improvements. Contract Change Order No. 1 authorizes the City to use up to $1,500,000 of the remaining project balance for this work. Adding the work to the existing Contract will maximize the public benefit of the available funding, use the competitively bid unit prices, and avoid the additional cost and delay of a separate procurement.

Description of Change: Authorize additional grind-and-overlay and slurry-seal improvements at the priority locations identified in Attachment A and at other eligible locations directed by the City in writing. The work may include pavement grinding, rubberized hot-mix asphalt, localized pavement repairs and dig-outs, crack sealing, slurry seal, signing and striping, traffic-detection loop restoration, adjustment of manholes, valves and other utility appurtenances, traffic control, surveying, SWPPP/NPDES compliance, restoration, cleanup, and related incidentals. Payment shall be based on actual measured and accepted quantities at the applicable original Contract unit prices and shall not exceed $1,500,000 without further written authorization. No additional contract time is granted. All other terms and conditions of the Contract remain unchanged and in full force and effect.

Original Contract Amount	**$2,392,978.40**
Total of Previous Authorized Change Orders	**$0.00**
New Change Order Amount	**$1,500,000.00**
New Contract Amount	**$3,892,978.40**

The changes described above are hereby authorized.

Approved:

Kenneth Tang, P.E.
Project Engineer

Edward J. Carlson
All American Asphalt, Vice President

Jose Loera
Division Manager

Resident Engineer

Arturo Cervantes
Assistant City Manager/Director of Public Works

Rob Houston
City Manager

Original - Project File
CC: - Contractor
- Department

City of South Gate, Public Works Department

Change Order Breakdown

Date:	9/8/2026	**Change Order No.**	001	**Account/Contract No.**	_____
Contractor:	All American Asphalt			**Account Code**	_____
Contract Date:	9/8/2026			**Account Code**	_____
Plan Reference:	Citywide Residential Resurfacing Project, Phase V, City Project No. 727-ST				
Change Order Amount:	**$1,500,000.00**	**Extension of Contract, if warranted**	0 working days		

Item No.	Description	Unit	Qty Adj (+/-)	Unit Price	Amount (+/-)
ADDITIONAL STREET RESURFACING AND RELATED IMPROVEMENTS - ATTACHMENT A					
CO-1	Not-to-exceed allowance for additional eligible street resurfacing and related improvements at the locations identified in Attachment A and as otherwise directed by the City. Payment is based solely on actual measured and accepted quantities at applicable original Contract unit prices.	ALLOW	1.00	$1,500,000.00	$1,500,000.00
					$1,500,000.00

Time Extension	**0**	Total Change Order Amount	**$1,500,000.00**

Change Order Control Notes

- This authorization is a not-to-exceed budget control and is not a lump-sum entitlement. The Contractor will be paid only for work authorized in writing, actually performed, measured, and accepted.
- Where an applicable original Contract unit price exists, that unit price shall govern. Any new or negotiated price requires the City's prior written approval before the associated work is performed.
- Final quantities will be reconciled through progress payments and, if necessary, a final balancing change order. The total compensation under CCO No. 001 shall not exceed $1,500,000.00 without a subsequent written authorization.

Attachment A - Additional Street Improvements

CONTRACT CHANGE ORDER NO. 001

Citywide Residential Resurfacing Project, Phase V, City Project No. 727-ST

The following are priority candidate locations for work authorized under CCO No. 001. The Engineer may add, delete, combine, or revise limits and treatment types based on available change-order funding, field conditions, pavement needs, utility conflicts, funding eligibility, and avoidance of duplicate work already included in the Base Bid.

Item No.	Street	Limits	Anticipated Treatment
G-1	Mountain View Avenue	Liberty Boulevard to Santa Ana Street	Grind and overlay
G-2	Aldrich Road	Wright Road to Blumont Road	Grind and overlay
G-3	Adella Avenue	Aldrich Road to Blumont Road	Grind and overlay
G-4	Idaho Avenue	Gardendale Street to end of cul-de-sac	Grind and overlay
G-5	Monroe Avenue	Garfield Avenue to Hollydale Park	Grind and overlay
G-6	Industrial Avenue	Main Street to Roosevelt Avenue	Grind and overlay
G-7	Industrial Avenue	Wilson Avenue to Gardendale Street	Grind and overlay
G-8	Hoover Avenue	Gardendale Street to end of cul-de-sac	Grind and overlay
G-9	Lincoln Avenue	Paramount Boulevard to Hoover Avenue	Grind and overlay
G-10	Karmont Avenue	Garfield Avenue to south side of the knuckle	Grind and overlay
S-1	Monroe Avenue	Garfield Avenue to Gardendale Street	Slurry seal
S-2	Utah Avenue	Monroe Avenue to McKinley Avenue	Slurry seal
S-3	Industrial Avenue	Roosevelt Avenue to Wilson Avenue	Slurry seal
		TOTAL NOT-TO-EXCEED CHANGE ORDER AMOUNT	**$1,500,000.00**

Measurement, Payment, and Scope Conditions

- Payment shall be based on actual completed and accepted quantities at applicable original Contract unit prices. Where no applicable price exists, the Contractor shall submit a detailed price proposal for written City approval before performing the work.
- The Contractor shall verify all limits and obtain written authorization from the Engineer before commencing each segment. Exact conform limits, treatment transitions, striping restoration, utility adjustments, and quantities may be refined in the field.
- No duplicate payment will be made for work included in the Base Bid or another bid item. Monroe Avenue slurry-seal work shall exclude pavement receiving grind-and-overlay treatment. Hoover Avenue work under this Change Order is limited to the segment beyond the Base Bid limit.
- All original Contract requirements remain in effect, including traffic control, public notification, labor compliance, surveying, monument protection or re-establishment, utility coordination, SWPPP/NPDES compliance, testing support, restoration, cleanup, warranty, and incidental work.
- No additional contract time is granted by this Change Order. Any future time adjustment must be requested, documented, and approved in writing in accordance with the Contract Documents.

Attachment A is incorporated into and made part of Contract Change Order No. 001.

Residential Resurfacing Project, Phase V

City Project No. 727-ST - Consolidated Project Limits

The Project limits include the following street segments and related improvements. Final construction limits shall be governed by the approved plans, revised bid schedule, issued addenda, applicable contract documents, and field direction from the Engineer.

A. Base Bid - Grind and Overlay

No.	Street / Location	Project Limits
1	Palm Place	Long Beach Boulevard to Seville Avenue
2	Pine Place	Long Beach Boulevard to Seville Avenue
3	Liberty Boulevard	California Avenue to San Antonio Avenue
4	San Miguel Avenue	Liberty Boulevard to Santa Ana Street
5	San Vicente Avenue	Independence Avenue to Liberty Boulevard
6	Dearborn Avenue	Firestone Boulevard to Ardmore Avenue
7	Firestone Boulevard gutter	Along the frontage of South Gate High School
8	Victoria Avenue	Tweedy Boulevard to Missouri Avenue
9	San Antonio Avenue	Michigan Avenue to Tweedy Boulevard
10	Alley	Monroe Avenue to Gardendale Street
11	Atlantic Avenue	Firestone Boulevard to the railroad tracks
12	Roosevelt Avenue	Industrial Avenue to Arizona Avenue
13	Arizona Avenue	Roosevelt Avenue to Gardendale Street
14	Wilson Avenue	Arizona Avenue to Paramount Boulevard
15	Hoover Avenue	Roosevelt Avenue to Gardendale Street

B. CDBG-Funded Grind-and-Overlay Improvements

No.	Street / Location	Project Limits
1	Elizabeth Avenue	Tweedy Boulevard to Southern Avenue
2	Virginia Avenue	Tweedy Boulevard to Southern Avenue
3	Madison Avenue	Ardmore Avenue to Southern Avenue
4	Cypress Avenue	Firestone Boulevard to Southern Avenue
5	South Gate Avenue	Firestone Boulevard to Southern Avenue
6	Minnesota Avenue	West City Limit to Elizabeth Avenue

The CDBG-funded work also includes conversion of the designated existing tennis-court area at South Gate Park into eight pickleball courts.

C. Base Bid - Slurry Seal Streets

No.	Street / Location	Project Limits
1	San Gabriel Avenue	Santa Ana Street to Independence Avenue
2	San Gabriel Avenue	South City Limit to Tweedy Boulevard
3	San Luis Avenue	Santa Ana Street to Independence Avenue
4	San Miguel Avenue	Liberty Boulevard to Independence Avenue
5	San Vicente Avenue	Santa Ana Street to Liberty Boulevard
6	Liberty Boulevard	San Antonio Avenue to Otis Street
7	Southern Avenue	Long Beach Boulevard to Vossler Avenue
8	Southern Place	Vossler Avenue to Atlantic Avenue
9	Orchard Place	Santa Fe Avenue to Long Beach Boulevard
10	Mason Street	Rheem Avenue to Bowers Avenue
11	Bowers Avenue	Mason Street to Firestone Boulevard
12	Burke Avenue	Southern Avenue to Firestone Boulevard
13	Vossler Avenue	Southern Place to Firestone Boulevard
14	Victoria Avenue	Missouri Avenue to Southern Avenue
15	Duane Way	Hunt Avenue to Hildreth Avenue
16	San Antonio Avenue	South City Limit to Michigan Avenue
17	Bowman Avenue	South City Limit to Tweedy Boulevard
18	Blumont Road	Ledgewood Road to Aldrich Road
19	Almira Road	Adella Avenue to Blumont Road
20	Batavia Road	Adella Avenue to Blumont Road
21	Renda Avenue	Karmont Avenue north leg to Karmont Avenue south leg, through Burntwood Street
22	Richlee Avenue	Karmont Avenue north leg to Glady Street, through Burntwood Street
23	Utah Avenue	Gardendale Street to Monroe Avenue
24	Utah Avenue	McKinley Avenue to Century Boulevard
25	Roosevelt Avenue	Garfield Avenue to Center Street
26	Roosevelt Avenue	Hoover Avenue to Paramount Boulevard
27	Florence Avenue	Industrial Avenue to the alley east of Hoover Avenue
28	Harding Avenue	Hoover Avenue to Paramount Boulevard
29	California Avenue	Firestone Boulevard to Ardmore Avenue

D. Proposed Contract Change Order No. 1 - Additional Grind-and-Overlay Streets

No.	Street / Location	Project Limits
1	Mountain View Avenue	Liberty Boulevard to Santa Ana Street
2	Aldrich Road	Wright Road to Blumont Road
3	Adella Avenue	Aldrich Road to Blumont Road
4	Idaho Avenue	Gardendale Street to the end of the cul-de-sac
5	Monroe Avenue	Garfield Avenue to Hollydale Park
6	Industrial Avenue	Main Street to Roosevelt Avenue
7	Industrial Avenue	Wilson Avenue to Gardendale Street
8	Hoover Avenue	Roosevelt Avenue to the end of the cul-de-sac
9	Lincoln Avenue	Paramount Boulevard to Hoover Avenue
10	Karmont Avenue	Garfield Avenue to the south side of the knuckle

E. Proposed Contract Change Order No. 1 - Additional Slurry-Seal Streets

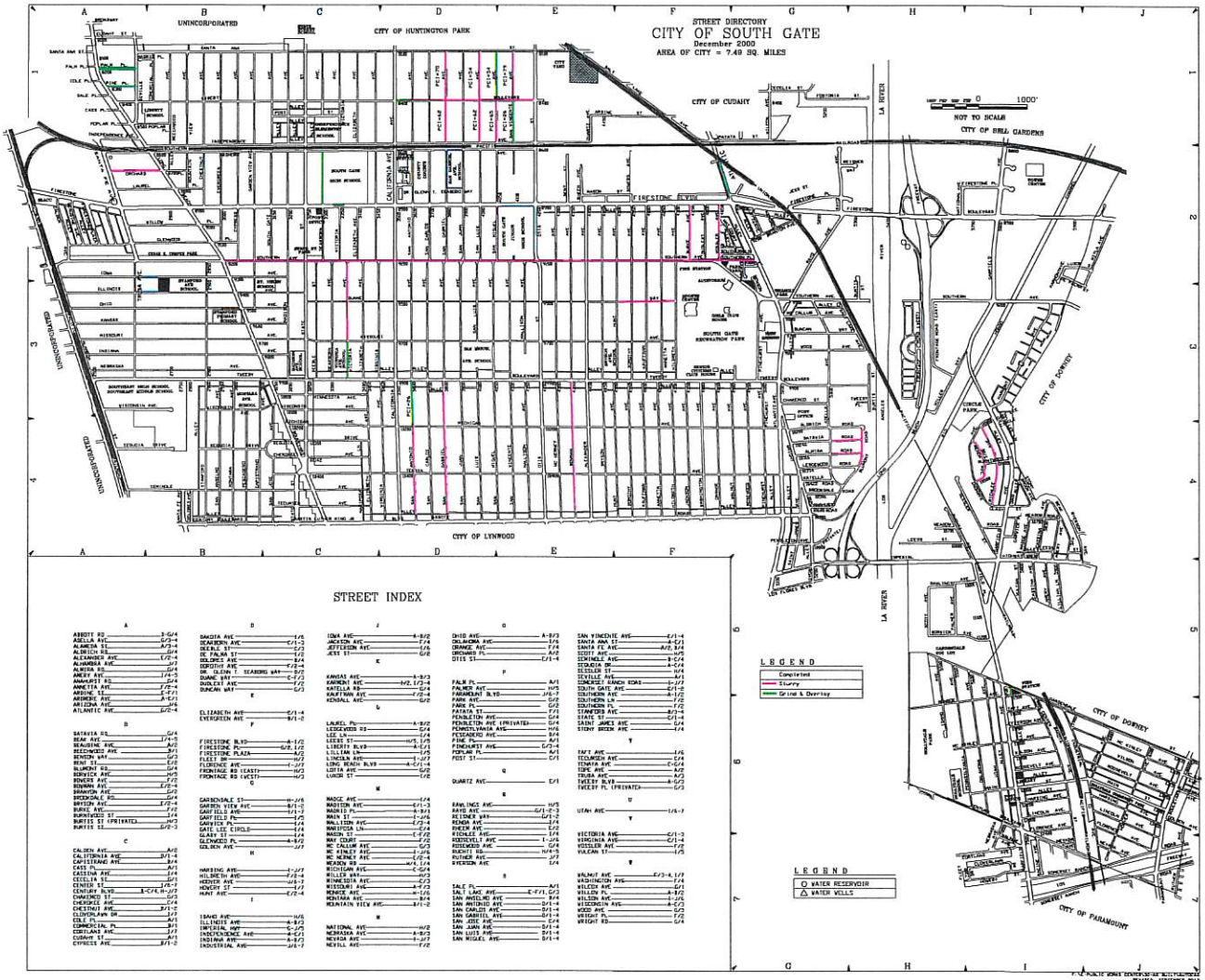
No.	Street / Location	Project Limits
1	Monroe Avenue	Garfield Avenue to Gardendale Street
2	Utah Avenue	Monroe Avenue to McKinley Avenue
3	Industrial Avenue	Roosevelt Avenue to Wilson Avenue

F. Other Project Improvements

No.	Location	Improvement Limits / Scope
1	Firestone Boulevard and Dearborn Avenue	Drainage improvements, including pavement reconstruction, curb and gutter, curb drains, parkway drain, catch basin, 18-inch PVC pipe, and related restoration.
2	Garfield Avenue	Sidewalk, driveway approach, tree removal, gutter, and related concrete improvements at the locations shown on the plans.
3	Firestone Boulevard	Grinding of existing roadway bumps near Rayo Avenue and other locations shown on the plans.
4	South Gate Park	Convert the designated existing tennis-court area into eight pickleball courts, including repairs, acrylic surfacing, striping, posts, nets, and interior fencing.

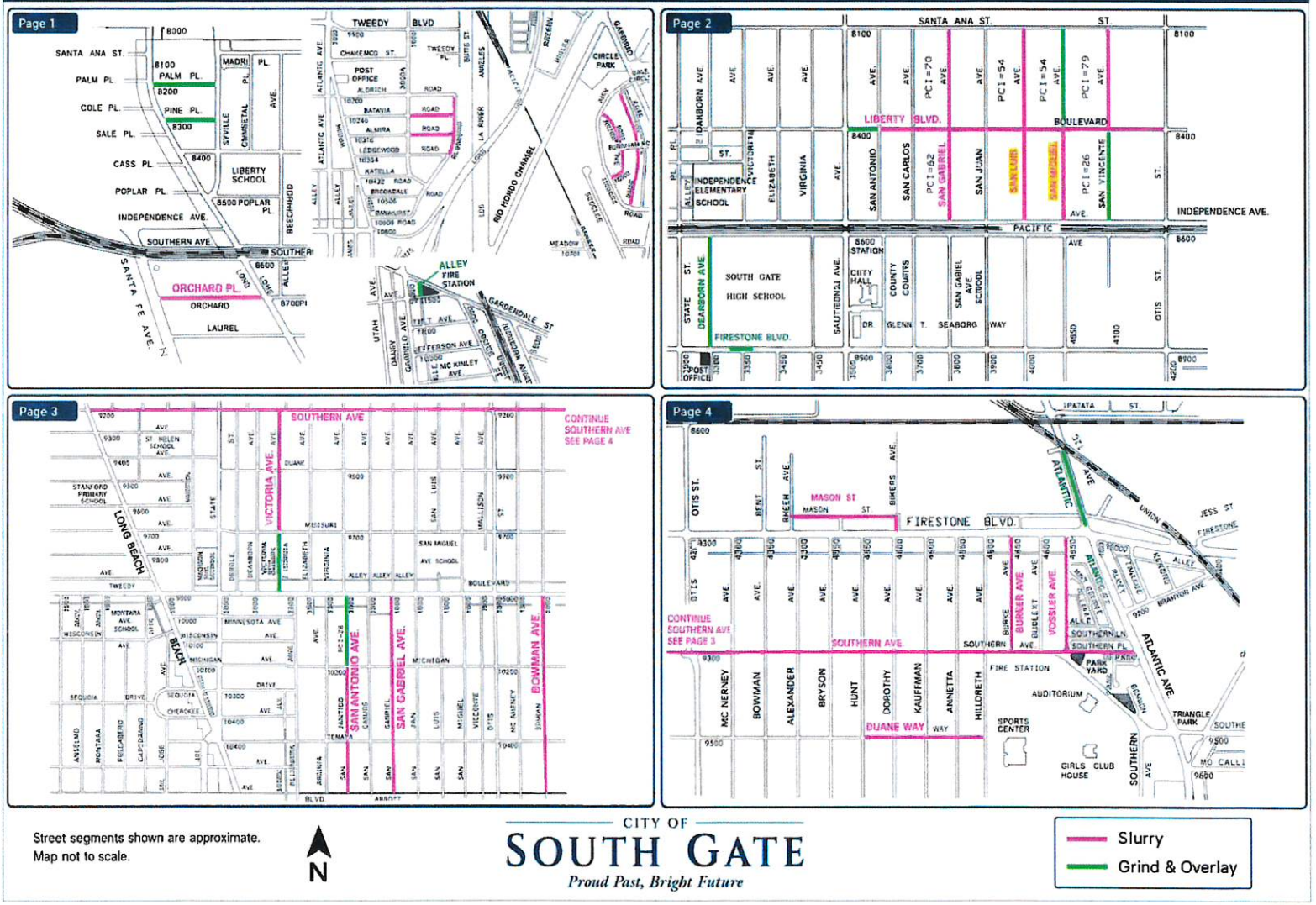
Limit Requiring Confirmation. The proposed Contract Change Order No. 1 worksheet identifies Hoover Avenue from Roosevelt Avenue to the end of the cul-de-sac. Because the Base Bid already identifies Hoover Avenue from Roosevelt Avenue to Gardendale Street, confirm whether the additional change-order limit is intended to be only Gardendale Street to the end of the cul-de-sac so that the work does not overlap.

Note: This consolidated list is organized from the project quantity worksheets, location schedules, plans, and prior project summaries. Street names and limits should be checked against the final approved location map and construction documents before issuance or incorporation into a contract change order.


STREET DIRECTORY
CITY OF SOUTH GATE
December 2000
AREA OF CITY = 7.49 SQ. MILES
UNINCORPORATED
CITY OF HUNTINGTON PARK
CITY OF CUDAHY
CITY OF BELL GARDENS
CITY OF LYNWOOD
CITY OF DOWNEY
CITY OF PARAMOUNT
FIRESTONE BLVD
LA RIVER
NOT TO SCALE
LEGEND
Completed
Slurry
Grind & Overlay
LEGEND
WATER RESERVOIR
WATER WELLS
STREET INDEX

Residential Resurfacing Project, Phase V

Planned Street Improvements and Related ADA Sidewalk Repairs



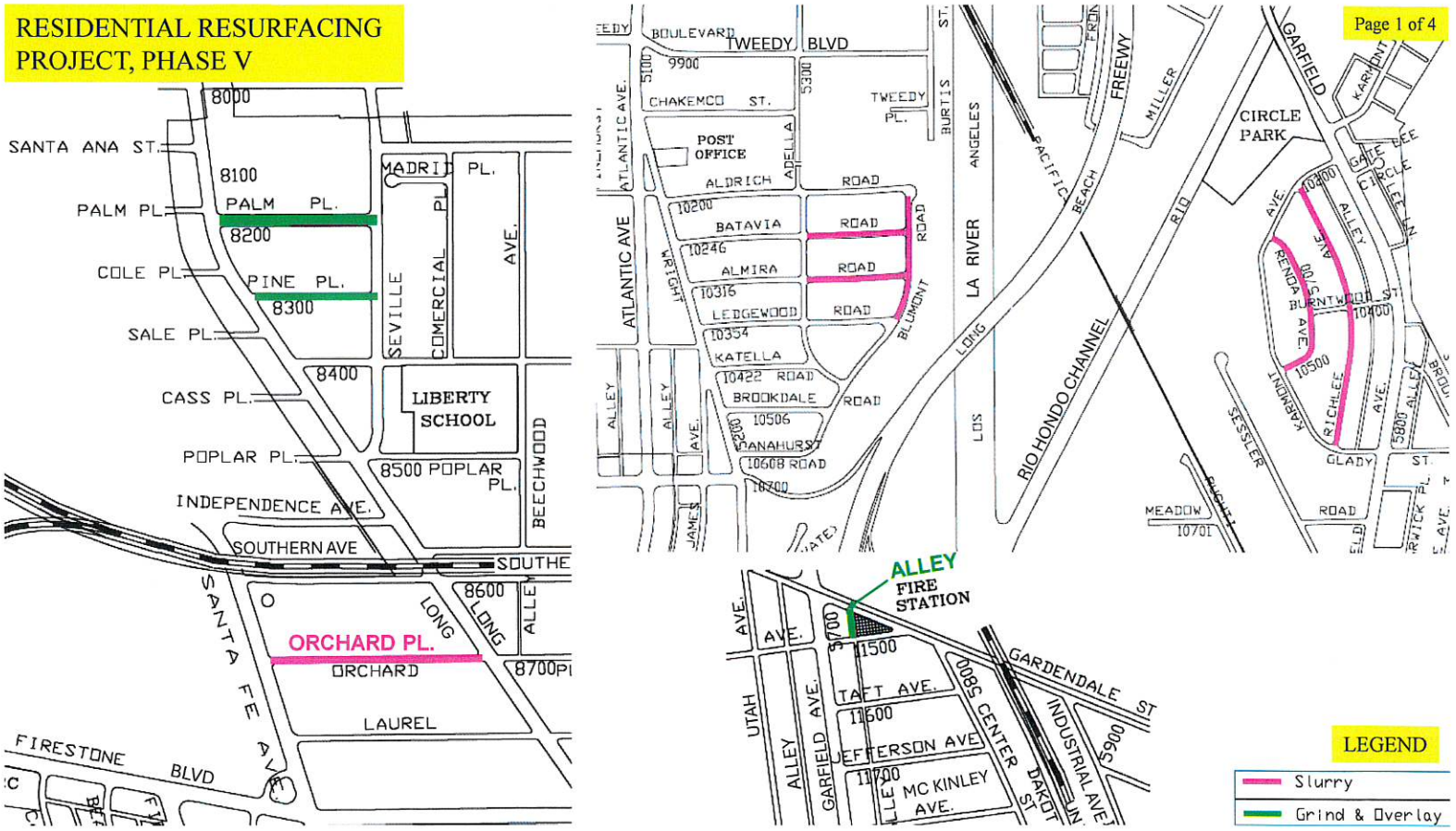
Street segments shown are approximate.
Map not to scale.

N

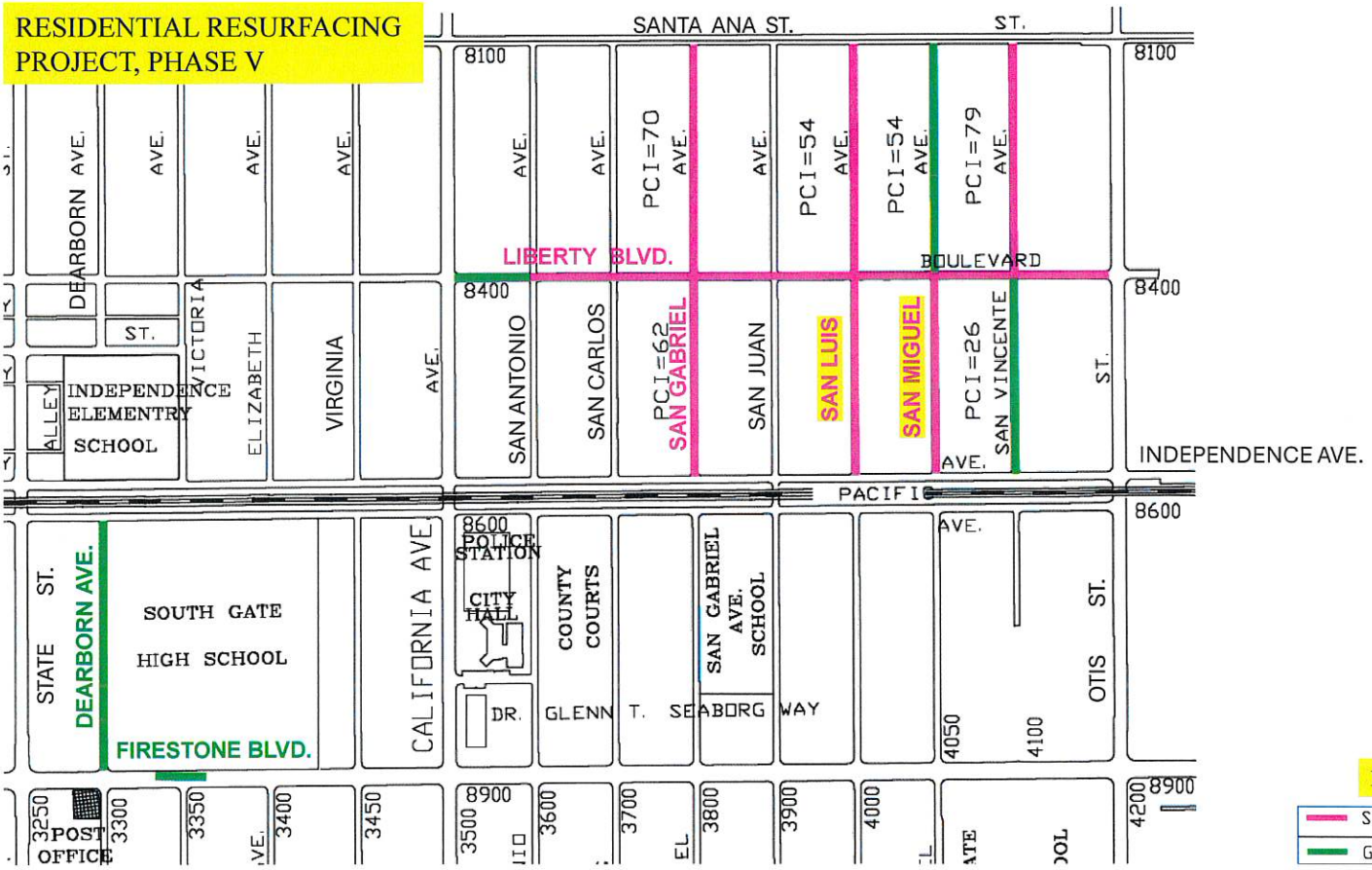
CITY OF
SOUTH GATE
Proud Past, Bright Future

Slurry
Grind & Overlay

RESIDENTIAL RESURFACING PROJECT, PHASE V

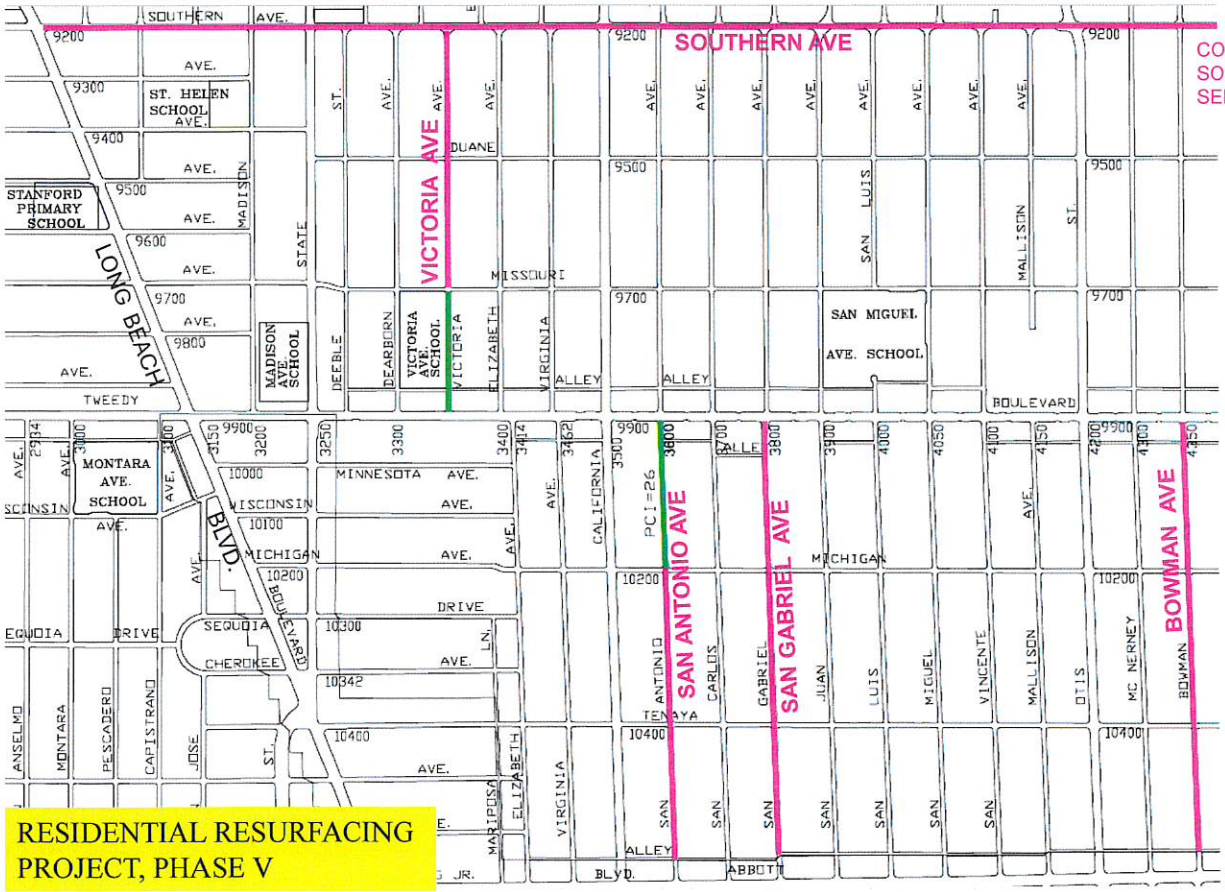


RESIDENTIAL RESURFACING PROJECT, PHASE V



LEGEND

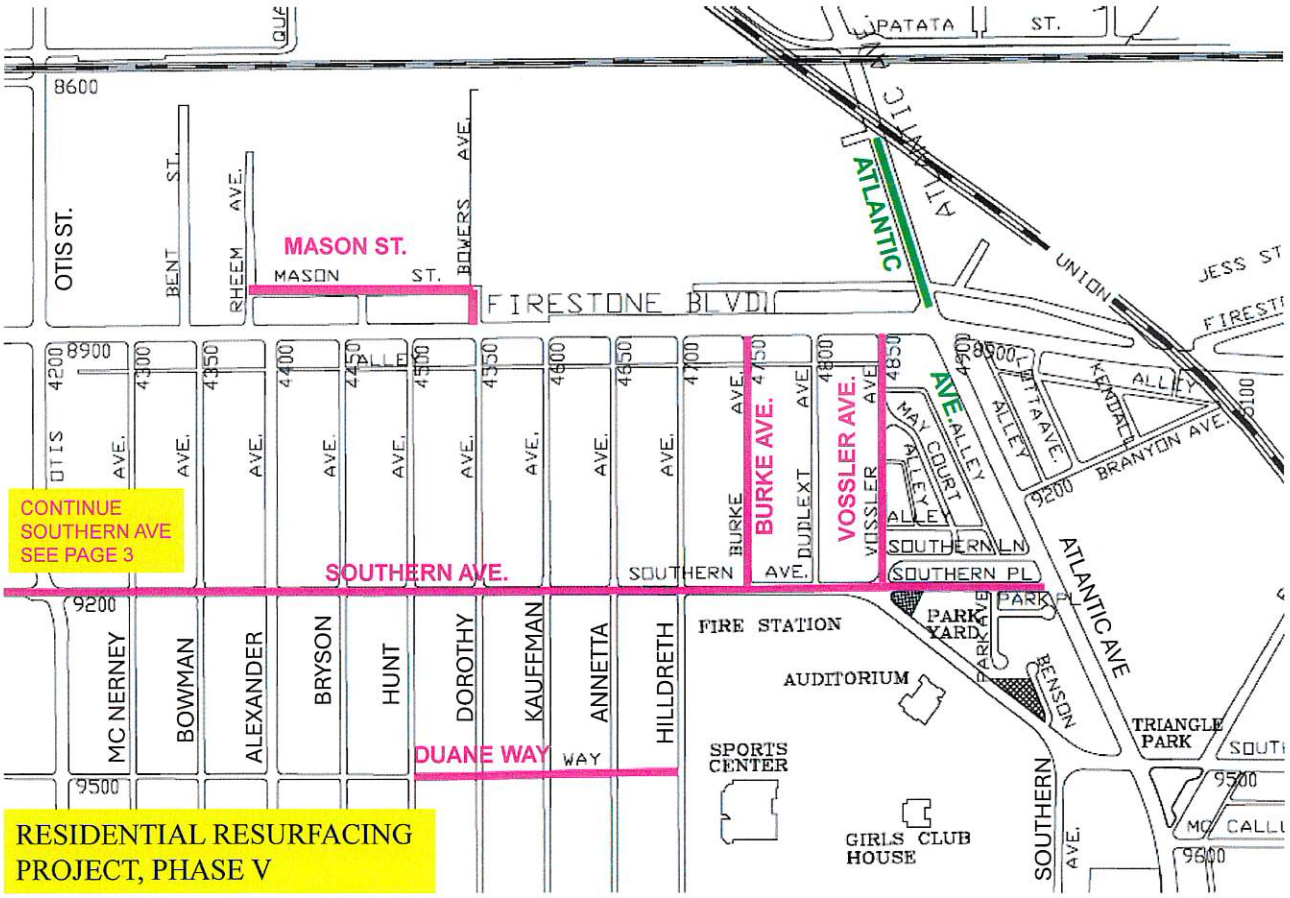
- Slurry
- Grind & Overlay



RESIDENTIAL RESURFACING PROJECT, PHASE V

LEGEND

- Slurry
- Grind & Overlay


PATATA ST.
8600
OTIS ST.
BENT ST.
RHEEM AVE.
BOWERS AVE.
MASON ST.
MASON ST.
FIRESTONE BLVD
ATLANTIC
ATLANTIC
UNION
JESS ST
8900
4200
4300
4350
4400
4450
4500
4550
4600
4650
4700
4750
4800
4850
OTIS AVE.
ALLEY
BURKE AVE.
BURKE
DUPLEXT
VOSSLER AVE.
VOSSLER
AVE.
MAY COURT
ALLEY
ALLEY
ALLEY
KENDALL AVE.
BRANYON AVE.
9500
9200
9100
CONTINUE SOUTHERN AVE SEE PAGE 3
SOUTHERN AVE.
SOUTHERN
AVE.
SOUTHERN LN
SOUTHERN PL
PARK PL
PARK AVE
PARK YARD
BENSON
ATLANTIC AVE
9200
MC NERNEY
BOWMAN
ALEXANDER
BRYSON
HUNT
DOROTHY
KAUFFMAN
ANNETTA
HILLDRETH
FIRE STATION
AUDITORIUM
TRIANGLE PARK
SOUTH
DUANE WAY
WAY
SPORTS CENTER
GIRLS CLUB HOUSE
SOUTHERN AVE.
9500
MC CALLU
9600
RESIDENTIAL RESURFACING PROJECT, PHASE V
LEGEND
Slurry
Grind & Overlay

BID OPENING: AUGUST 27, 2026
11:00 A.M.

ATTACHMENT C - BID ANALYSIS
THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE V
CITY PROJECT NO. 727-ST

Schedule	Bid Schedule	Engineer's Estimate ($)	All American Asphalt ($)	Sequel Contractors, Inc. ($)	Excel Paving ($)	Median Spread ($)
A	Grind and Overlay Improvements (Bid Items 1-3)	$ 2,305,885.00	$ 1,168,020.90	$ 1,422,760.50	$ 1,885,431.65	$ 1,654,096.08
B	Slurry Seal and Pavement Repairs (Bid Items 4-6)	$ 670,227.60	$ 656,930.00	$ 664,200.00	$ 941,800.00	$ 667,213.80
C	Signing, Striping, Pavement Markings, and Traffic Loops (Bid Items 8-24)	$ 153,082.25	$ 101,774.50	$ 122,992.50	$ 128,897.00	$ 125,944.75
D	Utility Adjustments (Bid Items 25-26)	$ 338,000.00	$ 111,800.00	$ 122,000.00	$ 262,800.00	$ 192,400.00
E	Firestone Blvd./Dearborn Ave. Drainage Improvements (Bid Items 27-33)	$ 134,050.00	$ 111,420.00	$ 133,700.00	$ 155,990.00	$ 133,875.00
F	Firestone Boulevard Hump Grinding (Bid Item 34)	$ 20,100.00	$ 18,760.00	$ 35,510.00	$ 10,050.00	$ 19,430.00
G	Garfield Avenue Sidewalk and Concrete Improvements (Bid Items 35-38)	$ 45,650.00	$ 44,960.00	$ 35,940.00	$ 70,270.00	$ 45,305.00
	Revised Total Base Bid No. 1	**$ 3,666,994.85**	**$ 2,233,665.40**	**$ 2,537,103.00**	**$ 3,455,238.65**	**$ 2,986,170.03**
H	South Gate Park Pickleball Court Improvements	$ 100,790.94	$ 159,313.00	$ 387,760.00	$ 239,698.00	$ 199,505.50
	Total Base and Alternate Bids	**$ 3,767,785.79**	**$ 2,392,978.40**	**$ 2,924,863.00**	**$ 3,694,936.65**	**$ 3,309,699.83**

** All American Asphalt's Base Bid was corrected from the bidder-stated total of $2,200,933.65 to $2,233,665.40 based on the submitted unit prices and bid quantities. The corrected amount governs this summary.*
*** The $100,790.94 Engineer's Estimate for the pickleball court alternate is the quote-based estimate prepared from the available court-conversion quotations and adjusted to the final bid quantities. The updated Base Bid Engineer's Estimate is $3,666,994.85.*
**** Work categories A through G summarize the detailed bid items for presentation. The detailed bid matrix and Contract Documents control. Median Spread is the median of the Engineer's Estimate and the three bids shown.*

RESIDENTIAL RESURFACING PHASE V
CITY PROJECT NO.727-ST

BID MATRIX

DATE: 8/27/2026
BY: JA

				Engineer's Estimate		All American Asphalt		Sequel Contractors, Inc.		Excel Paving	
	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Grind Existing Asphalt Pavement 1.5 Inches	724,485	SF	$ 1.00	$ 724,485.00	$ 0.34	$ 246,324.90	$ 0.30	$ 217,345.50	$ 0.49	$ 354,997.65
2	Grind Existing Asphalt Pavement 2 Inches	32,200	SF	$ 1.00	$ 32,200.00	$ 1.18	$ 37,996.00	$ 0.75	$ 24,150.00	$ 0.62	$ 19,964.00
3	Rubber Hot Mix Asphalt	6,455	TON	$ 240.00	$ 1,549,200.00	$ 140.00	$ 903,700.00	$ 183.00	$ 1,181,265.00	$ 234.00	$ 1,510,470.00
4	Slurry Seal - Residential Streets Citywide, Including Crack Sealing, Weed Abatement, and Surface Preparation	2,040	TON	$ 276.19	$ 563,427.60	$ 283.00	$ 577,320.00	$ 280.00	$ 571,200.00	$ 400.00	$ 816,000.00
5	Dig Outs	190	CY	$ 520.00	$ 98,800.00	$ 369.00	$ 70,110.00	$ 450.00	$ 85,500.00	$ 620.00	$ 117,800.00
6	Install Speed Hump	1	EA	$ 8,000.00	$ 8,000.00	$ 9,500.00	$ 9,500.00	$ 7,500.00	$ 7,500.00	$ 8,000.00	$ 8,000.00
~~7~~	~~Striping - Pavement Markings~~	~~970~~	~~SF~~	$ NA	$ NA	$ NA	$ -	$ NA	$ NA	$ NA	$ NA
8	Striping – Caltrans Detail 2	2,910	LF	$ 2.00	$ 5,820.00	$ 0.35	$ 1,018.50	$ 0.90	$ 2,619.00	$ 1.00	$ 2,910.00
9	Striping - Caltrans Detail 22	1,750	LF	$ 2.80	$ 4,900.00	$ 2.84	$ 4,970.00	$ 4.00	$ 7,000.00	$ 4.00	$ 7,000.00
10	Striping - Caltrans Detail 32	4,300	LF	$ 2.60	$ 11,180.00	$ 4.69	$ 20,167.00	$ 5.80	$ 24,940.00	$ 6.00	$ 25,800.00
11	Striping - Caltrans Detail 38	1,120	LF	$ 5.00	$ 5,600.00	$ 1.85	$ 2,072.00	$ 2.25	$ 2,520.00	$ 3.00	$ 3,360.00
12	Striping - Caltrans Detail 9	1,700	LF	$ 2.50	$ 4,250.00	$ 0.39	$ 663.00	$ 0.90	$ 1,530.00	$ 1.00	$ 1,700.00
13	Striping - Caltrans Detail 29	1,670	LF	$ 2.50	$ 4,175.00	$ 1.50	$ 2,505.00	$ 4.00	$ 6,680.00	$ 4.00	$ 6,680.00
14	Striping - Caltrans 12-Inch-Wide White/Yellow Limit Line and Crosswalk	3,535	LF	$ 3.80	$ 13,433.00	$ 8.70	$ 30,754.50	$ 3.25	$ 11,488.75	$ 4.00	$ 14,140.00
15	Striping - 18-Inch High-Visibility Yellow Crosswalk; 24-Inch Yellow Line, and 2-Foot-Wide White Limit Line per City Standards	1,190	LF	$ 5.60	$ 6,664.00	$ 4.00	$ 4,760.00	$ 4.75	$ 5,652.50	$ 5.00	$ 5,950.00
16	Striping - Caltrans 4-Inch-Wide White or Yellow Line	650	LF	$ 2.80	$ 1,820.00	$ 1.05	$ 682.50	$ 0.75	$ 487.50	$ 1.00	$ 650.00
17	Pavement Marking - Caltrans "STOP"	3,212	SF	$ 12.75	$ 40,953.00	$ 3.25	$ 10,439.00	$ 9.25	$ 29,711.00	$ 10.00	$ 32,120.00
18	Pavement Marking - Caltrans "25"	315	SF	$ 12.75	$ 4,016.25	$ 6.80	$ 2,142.00	$ 9.25	$ 2,913.75	$ 10.00	$ 3,150.00
19	Pavement Marking - Caltrans "SLOW SCHOOL XING"	316	SF	$ 12.75	$ 4,029.00	$ 5.00	$ 1,580.00	$ 9.25	$ 2,923.00	$ 10.00	$ 3,160.00
20	Pavement Marking - Caltrans Yield Triangle	24	SF	$ 12.75	$ 306.00	$ 12.00	$ 288.00	$ 35.00	$ 840.00	$ 33.00	$ 792.00
21	Pavement Marking - Caltrans "WAIT HERE/PED XING AHEAD"	429	SF	$ 12.75	$ 5,469.75	$ 7.00	$ 3,003.00	$ 9.25	$ 3,968.25	$ 10.00	$ 4,290.00
22	Pavement Marking - Caltrans Type IV Left Arrow	835	SF	$ 12.75	$ 10,646.25	$ 7.00	$ 5,845.00	$ 4.25	$ 3,548.75	$ 5.00	$ 4,175.00
23	Caltrans Railroad-Crossing Pavement Marking	280	SF	$ 12.75	$ 3,570.00	$ 7.00	$ 1,960.00	$ 9.00	$ 2,520.00	$ 9.00	$ 2,520.00
24	Traffic-Detection Loops	21	EA	$ 1,250.00	$ 26,250.00	$ 425.00	$ 8,925.00	$ 650.00	$ 13,650.00	$ 500.00	$ 10,500.00
25	Adjust Manholes to Grade	109	EA	$ 2,000.00	$ 200,000.00	$ 980.00	$ 98,000.00	$ 990.00	$ 99,000.00	$ 1,800.00	$ 180,000.00
26	Adjust Valves to Grade	92	EA	$ 1,500.00	$ 138,000.00	$ 150.00	$ 13,800.00	$ 250.00	$ 23,000.00	$ 900.00	$ 82,800.00
27	Remove Existing Pavement and Construct 9-Inch-Thick Full-Depth AC over 8-Inch-Thick AB over 95% Relatively Compacted Native (Firestone Blvd. and Dearborn Ave Drainage Improvements, Bid Items 27 to 32)	1,830	SF	$ 35.00	$ 64,050.00	$ 26.00	$ 47,580.00	$ 40.00	$ 73,200.00	$ 41.00	$ 75,030.00
28	Remove Existing and Reconstruct A2-8 (Modified) Curb and Gutter per SPPWC Standard Plan No. 120-2	40	LF	$ 200.00	$ 8,000.00	$ 166.00	$ 6,640.00	$ 200.00	$ 8,000.00	$ 174.00	$ 6,960.00
29	Remove Existing and Reconstruct Curb Drain per SPPWC Standard Plan No. 150-4	3	EA	$ 2,000.00	$ 6,000.00	$ 1,600.00	$ 4,800.00	$ 1,500.00	$ 4,500.00	$ 3,000.00	$ 9,000.00
30	Remove Existing and Reconstruct Parkway Drain per SPPWC Standard Plan No. 151-3	1	EA	$ 5,000.00	$ 5,000.00	$ 4,600.00	$ 4,600.00	$ 10,000.00	$ 10,000.00	$ 24,000.00	$ 24,000.00
31	Install Curb-Opening Catch Basin per SPPWC Standard Plan No. 300-4	1	EA	$ 30,000.00	$ 30,000.00	$ 28,000.00	$ 28,000.00	$ 25,000.00	$ 25,000.00	$ 18,000.00	$ 18,000.00
32	Install 18-Inch PVC Schedule 40 Pipe, Including Trench Backfill	40	LF	$ 400.00	$ 16,000.00	$ 375.00	$ 15,000.00	$ 250.00	$ 10,000.00	$ 450.00	$ 18,000.00
33	Construct Local Depression per SPPWC Standard Plan No. 312-4, Case E	1	EA	$ 5,000.00	$ 5,000.00	$ 4,800.00	$ 4,800.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00
34	Grind Existing Humps on Firestone Boulevard at or near Rayo Avenue and Other Shown Locations, Complete	670	SF	$ 30.00	$ 20,100.00	$ 28.00	$ 18,760.00	$ 53.00	$ 35,510.00	$ 15.00	$ 10,050.00
35	Install 4-Inch-Thick Portland Cement Concrete Sidewalk, Complete in Place	1,500	SF	$ 20.00	$ 30,000.00	$ 17.00	$ 25,500.00	$ 15.00	$ 22,500.00	$ 31.00	$ 46,500.00
36	Install Portland Cement Concrete Driveway Approach per APWA Standard Plan No. 113-5	330	SF	$ 35.00	$ 11,550.00	$ 28.00	$ 9,240.00	$ 18.00	$ 5,940.00	$ 45.00	$ 14,850.00
37	Remove Existing Tree Conflicting with Sidewalk Construction, Including Root Removal, Backfill, Disposal, and Restoration	1	EA	$ 2,000.00	$ 2,000.00	$ 2,900.00	$ 2,900.00	$ 3,000.00	$ 3,000.00	$ 4,000.00	$ 4,000.00
38	Remove and Replace Concrete Gutter	60	SF	$ 35.00	$ 2,100.00	$ 122.00	$ 7,320.00	$ 75.00	$ 4,500.00	$ 82.00	$ 4,920.00
					$ 3,666,994.85		$ 2,233,665.40		$ 2,537,103.00		$ 3,455,238.65

ALTERNATE BID SCHEDULE - SOUTH GATE PARK PICKLEBALL COURT IMPROVEMENTS											
Item No.	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1P	Remove and salvage of existing tennis net assemblies complete	2	EA	$ 825.00	$ 1,650.00	$ 822.00	$ 1,644.00	$ 2,200.00	$ 4,400.00	$ 200.00	$ 400.00
2P	Remove existing post foundation complete and restore concrete to match existing thickness.	4	EA	$ 1,100.00	$ 4,400.00	$ 959.00	$ 3,836.00	$ 3,000.00	$ 12,000.00	$ 1,900.00	$ 7,600.00
3P	Pressure-wash and prepare the existing court surface for acrylic coating per manufacture specification.	16,800	SF	$ 0.26	$ 4,368.00	$ 0.55	$ 9,240.00	$ 0.25	$ 4,200.00	$ 1.00	$ 16,800.00

4P	Any 1/4" wide cracks shall be cleaned, and filled with acrylic or epoxy sealer.	1,500	LF	$	2.87	$	4,305.00	$	6.07	$	9,105.00	$	10.00	$	15,000.00	$	9.00	$	13,500.00
5P	Any cracks greater than 1/4 inch wide shall include the removal of loose material, routed prior to the application of any epoxy, and repair of spalled crack edges.	300	LF	$	14.77	$	4,431.00	$	15.19	$	4,557.00	$	15.00	$	4,500.00	$	22.00	$	6,600.00
6P	Remove and reconstruct spalling, uneven areas over 1/8 of an inch, missing concrete areas, post holes, depressions, and low areas with new non- shrink concrete.	250	SF	$	11.47	$	2,867.50	$	18.22	$	4,555.00	$	22.00	$	5,500.00	$	27.00	$	6,750.00
7P	Apply manufacturer-approved concrete adhesion promoter or primer to the prepared and accepted court surface.	16,800	SF	$	0.17	$	2,856.00	$	1.36	$	22,848.00	$	1.50	$	25,200.00	$	2.00	$	33,600.00
8P	Apply complete textured acrylic color-surfacing system consisting of three color applications in dark blue, light blue, and green. Contractor to submit mockup layout of the courts and color samples on a concrete surface for city approval.	16,800	SF	$	1.81	$	30,408.00	$	2.17	$	36,456.00	$	10.50	$	176,400.00	$	3.00	$	50,400.00
9P	Lay out and apply 2-inch-wide white pickleball playing lines for eight complete courts.	1,584	LF	$	3.10	$	4,910.40	$	3.00	$	4,752.00	$	15.00	$	23,760.00	$	4.00	$	6,336.00
10P	Furnish and install complete pickleball post-and-net systems complete.	8	EA	$	2,457.40	$	19,659.20	$	4,995.00	$	39,960.00	$	6,000.00	$	48,000.00	$	8,000.00	$	64,000.00
11P	Furnish and install interior 4-foot chain-link fence complete.	344	LF	$	60.86	$	20,935.84	$	65.00	$	22,360.00	$	200.00	$	68,800.00	$	98.00	$	33,712.00
			TOTAL ALTERNATE BID SCHEDULE	$	100,790.94			$	159,313.00			$	387,760.00			$	239,698.00
			GRAND TOTAL	$	3,767,785.79			$	2,392,978.40			$	2,924,863.00			$	3,694,936.65

LEGEND:
Mathematical Error

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles
12400 E. Imperial Hwy
Norwalk, CA 90650

From: (Public Agency): City of South Gate
Public Works Department
8650 California Avenue, South Gate, CA 90280-3075
(Address)

Project Title: The Citywide Residential Resurfacing Project, Phase V, City Project No. 727-ST

Project Applicant: City of South Gate

Project Location - Specific:

Missouri Ave.; Liberty Ave., Hildreth Ave., Pinehurst Ave., Madison Ave., Frontage Road East; Industrial Ave.

Project Location - City: South Gate Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

The project addresses long deferred maintenance issues in the City such as pavement, concrete repair work, it also includes aged water infrastructure. This project helps protect and maintain the City's street surfaces, improve stormwater surface drainage, improve mobility for all users, and improve water quality.

Name of Public Agency Approving Project: City of South Gate

Name of Person or Agency Carrying Out Project: City of South Gate

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Section 15301 Class 1(c)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The work falls under the category of constructing bus turn outs, right-turn lane, pedestrian lighting, bus shelters, concrete bus pads, pavement rehabilitation, traffic signal and street light modifications, and other ADA improvements . Therefore, this project qualifies for a Categorical Exemption Section 15301 Class 1 (c) under existing facilities and has no significant effects on the environment.

Lead Agency Contact Person: Kenneth Tang Area Code/Telephone/Extension: 323-563-9574

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?. ☒ Yes ☐ No

Signature: _____ Date: 9/8/2026 Title: ACM/DPW

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

FUNDING PLAN - RESIDENTIAL RESURFACING PROJECT, PHASE V — **Updated: 8/31/2026**

Residential Resurfacing Project, Phase V, City Project No. 727-ST
Contractor: All American Asphalt | Corrected Base Bid + Pickleball Alternate: $2,392,978.40
SUMMARY OF ACTUAL BID COSTS AND PROPOSED CONTRACT CHANGE ORDER NO. 1

Project Elements	SB 1 Funds	CDBG Funds	Measure R	Local Funds	Total
FUNDING SOURCES					
Available Project Budget	**$ 3,386,417.00**	**$ 960,000.00**	**$ 200,000.00**	**$ -**	**$ 4,546,417.00**
PROJECT COSTS / COMMITMENTS					
Grind + Overlay Complete	$ 308,633.90	$ -	$ 200,000.00	$ -	$ 508,633.90
CDBG Grind + Overlay Complete	$ -	$ 800,687.00	$ -	$ -	$ 800,687.00
Slurry Seal Only	$ 647,430.00	$ -	$ -	$ -	$ 647,430.00
Slurry Seal Striping	$ 101,774.50	$ -	$ -	$ -	$ 101,774.50
Garfield Avenue Sidewalk	$ 44,960.00	$ -	$ -	$ -	$ 44,960.00
Firestone Boulevard / Dearborn Avenue Drainage	$ 111,420.00	$ -	$ -	$ -	$ 111,420.00
Firestone Boulevard Grind of Bumps	$ 18,760.00	$ -	$ -	$ -	$ 18,760.00
South Gate Park Pickleball Courts	$ -	$ 159,313.00	$ -	$ -	$ 159,313.00
Original Construction Contract - Base Bid and Pickleball Alternate	**$ 1,232,978.40**	**$ 960,000.00**	**$ 200,000.00**	**$ -**	**$ 2,392,978.40**
Contract Change Order No. 1 - Additional Streets (Not-to-Exceed)	**$ 1,500,000.00**	**$ -**	**$ -**	**$ -**	**$ 1,500,000.00**
Revised Construction Contract Including CCO No. 1	**$ 2,732,978.40**	**$ 960,000.00**	**$ 200,000.00**	**$ -**	**$ 3,892,978.40**
Construction Inspection Services	$ 106,000.00	$ -	$ -	$ -	$ 106,000.00
Construction Management + Geotechnical Testing	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00
City Staff Time and Support	$ 150,000.00	$ -	$ -	$ -	$ 150,000.00
Total Project Cost Before Contingency	**$ 3,088,978.40**	**$ 960,000.00**	**$ 200,000.00**	**$ -**	**$ 4,248,978.40**
Remaining Budget Before Contingency	**$ 297,438.60**	**$ -**	**$ -**	**$ -**	**$ 297,438.60**
Construction Contingency Reserve	**$ 250,000.00**	**$ -**	**$ -**	**$ -**	**$ 250,000.00**
TOTAL PROPOSED BUDGET UTILIZATION	**$ 3,338,978.40**	**$ 960,000.00**	**$ 200,000.00**	**$ -**	**$ 4,498,978.40**
REMAINING AVAILABLE BALANCE	**$ 47,438.60**	**$ -**	**$ -**	**$ -**	**$ 47,438.60**

*1 CCO No. 1 is a not-to-exceed authorization of $1,500,000 for additional eligible street improvements. Payment will be based on actual measured and accepted quantities at applicable Contract unit prices.

*2 The $960,000 CDBG allocation consists of $800,687 for CDBG-eligible street work and $159,313 for the South Gate Park pickleball court conversion.

*3 Funding allocations are the proposed accounting plan and will be reconciled to actual quantities, grant eligibility, and final project expenditures. No General Fund impact is anticipated.

*4 Original construction contract: corrected Base Bid $2,233,665.40 plus pickleball alternate $159,313.00, totaling $2,392,978.40.

*5 The construction contingency is reserved for unforeseen conditions and is not expended unless separately authorized in accordance with the Contract and City approval limits.

***6 After reserving $250,000 for contingency, the currently unallocated project balance is $47,438.60.**

Attachment E - Residential Resurfacing Project, Phase V, City Project No. 727-ST

SEP 02 2020
FILED
5:37pm

Item No. 9

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 8, 2026**
Originating Department: **Public Works**

Department Director: Arturo Cervantes *Arturo Cervantes* ***City Manager:*** Arturo Cervantes for *Rob Houston*

SUBJECT: AGREEMENT WITH O'DUFFY BROTHERS INC., FOR THE CONSTRUCTION OF PHASE III OF THE WATER MAIN REPLACEMENT PROJECT, CITY PROJECT NO. 702-WTR

PURPOSE: To award a construction services agreement to O'Duffy Bros Inc. for the construction of Phase III of the Water Main Replacement Project.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an Agreement with O'Duffy Brothers Inc. (O'Duffy), for the construction of Phase III of the Water Main Replacement, City Project No. 702-WTR., in an amount not-to-exceed $4,454,728;
b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney;
c. Appropriating $1,461,530 in Water Funds to fully fund Phase III of the Water Main Replacement, City Project No. 702-WTR;
d. Authorizing the City Manager to approve and execute change orders up to a cumulative amount of $601,000 in Water Funds; and
e. Approving the Notice of Exemption for Phase III of the Water Main Replacement, City Project No. 702-WTR.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The Agreement is in the amount of $4,454,728 and it will be funded entirely with Water Funds. The total funding required for the project is $5,521,728. The adopted FY 2026-27 Public Works Operating Budget includes $4,060,198 in Water Funds for the project; therefore, an additional Water Fund appropriation of $1,461,530 is required to fully fund the Project, as summarized below.

	Water Funds
Staff Time	$75,000
Design	$190,000
Construction	$4,454,728
Construction Contingency	$601,000
Construction Management/ Inspection	$201,000
Total Budget	**$5,521,728**

ANALYSIS: The Water Main Replacement Project will replace approximately 8,000 linear feet of aging water mains and install Advanced Meter Reading water meters and related improvements on the West side of the City.

The City advertised the project for construction bids on June 17, 2026, and received seven bids on July 20, 2026, listed here.

Bidder Name	Bid
O'Duffy	$4,454,711
Williams Pipeline	$4,697,722
JA Salazar	$5,021,546
Stephen Doreck	$5,307,481
Gentry General	$5,934,232
Big Ben	$6,224,836
Dominguez General	$6,523,168

O'Duffy Bros., Inc. submitted the lowest bid at $4,454,711. Following the bid opening, the City received a written protest from Williams Pipeline Contractors, Inc., challenging O'Duffy's bid based on an omitted signature on one page of the bid documents. Furthermore, during its review of the bid, staff also identified an arithmetic discrepancy: O'Duffy's bid listed a total of $4,454,711, while the total calculated from the submitted unit prices and quantities was $4,454,728.

In consultation with the City Attorney's Office, staff determined that both the omitted signature and the arithmetic discrepancy constituted minor, waivable irregularities. The bid was otherwise complete, was signed in all other required locations, included a valid bid bond, and demonstrated O'Duffy's intent to be bound by its terms. Neither irregularity compromised the competitive bidding process or provided O'Duffy with a competitive advantage, and correction of the arithmetic discrepancy did not alter O'Duffy's status as the lowest bidder. Accordingly, the City denied the bid protest and determined that O'Duffy remains the lowest responsive and responsible bidder. Staff therefore recommend awarding the construction agreement to O'Duffy in an amount not to exceed $4,454,728.

Staff recommend authorizing the City Manager to approve and execute change orders up to a cumulative amount of $601,000 within the approved project budget. Construction projects of this nature may encounter unforeseen subsurface conditions, utility conflicts, quantity adjustments, or other necessary field changes. This authority will allow the City to address such issues promptly, minimize construction delays and associated costs, and maintain the project schedule while ensuring that all change orders remain within the approved budget.

BACKGROUND: The City's water distribution system includes water mains that have reached the end of their useful service life and require replacement to maintain the system's reliability and integrity. The City developed the Water Main Replacement Project to address this aging infrastructure through a phased program of improvements.

The current project will enhance the City's water infrastructure on the West side of the City by replacing approximately 8,000 linear feet of aging water mains at the following locations:

- State Street, between Tweedy Boulevard and Southern Avenue
- Sequoia Drive, between State Street and Elizabeth Avenue
- Michigan Avenue, between Elizabeth Avenue and California Avenue
- Elizabeth Avenue, between Michigan Avenue and Martin Luther King Jr. Drive
- Dolores Avenue, between Seminole Avenue and Martin Luther King Jr. Drive
- Meadows Avenue

In addition to replacing the water mains, the project includes installing Advanced Meter Reading water meters, valves, fittings, service laterals, fire hydrants, and other related water-system improvements. These improvements are intended to reduce the potential for water-main failures, improve system reliability, and support the continued delivery of safe and dependable water service to residents and businesses.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, Class 1(c) exemption for replacement of existing utility infrastructure.

Construction is anticipated to begin in November 2026 and be completed by February 2027.

ATTACHMENTS: A. Proposed Agreement
B. Bid
C. Location Map
D. Notice of Exemption

LC:ky

AGREEMENT FOR THE WATER MAIN REPLACEMENT PROJECT III, CITY PROJECT NO. 702-WTR BETWEEN THE CITY OF SOUTH GATE AND O'DUFFY BROTHERS INC.

This Agreement for the Water Main Replacement Project Phase III, City Project No. 702-WTR ("Agreement"), is made and entered into on September 8, 2026, by and between the City of South Gate, a municipal corporation ("City"), and O'Duffy Bros Inc., a California corporation, License No. 776934 ("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. 776934, which involves the Water Main Replacement Project Phase III, City Project No. 702-WTR.

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

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **Four Million Four Hundred Fifty-Four Thousand Seven Hundred Twenty-Seven Dollars and Thirty-Five Cents ($4,454,727.35)** 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 Warranty Bond, the Payment Bond, the Non-Collusion Affidavit, the Specifications, and Special Provisions and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the entire "Contract", and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

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

ARTICLE V

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works, and shall complete all work within ninety five (95) working days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence on September 8, 2026.

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:_____
Joshua Barron, Mayor

Dated:_____

ATTEST:

By:_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:_____ DRAFT YG
Raúl F. Salinas, City Attorney

O' DUFFY BROS. INC.:

By:_____
James T. Duffy, President

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

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

DATED:_____

O' DUFFY BROS. INC.:
Contractor

By:_____
James T. Duffy

President
Title

ATTEST:

By:_____
Signature

_____
Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

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

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.

2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.

3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.

4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.

5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.

6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

   Minimum Scope of Insurance

   Coverage shall be at least as broad as:

   1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).

   2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

   3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

   4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.

2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

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

WATER MAIN REPLACEMENT PROJECT PHASE III
CITY PROJECT NO. 702-WTR

FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to O' Duffy Bros Inc., ("Contractor" herein) a Contract for:

WATER MAIN REPLACEMENT PROJECT PHASE III, CITY PROJECT NO. 702-WTR; 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 _____ ($ ____) 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.

O' DUFFY BROS. INC:

By: _____
James T. Duffy

Title: President

_____
_____
(Type address of Contractor)

_____
(Type name of Surety)

_____

_____
(Type address of Surety)

By:_____
(Signature of authorized officer)

_____
(Title of officer)

APPROVED AS TO FORM:

_____
Raúl F. Salinas, City Attorney

WATER MAIN REPLACEMENT PROJECT PHASE III
CITY PROJECT NO. 702-WTR

100% PAYMENT BOND

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

WATER MAIN REPLACEMENT PROJECT PHASE III
CITY PROJECT NO. 702-WTR

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

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of _____ ($_____) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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 _____, 2026.

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

CONTRACTOR:
O'DUFFY BROS INC.

By: _____
James T. Duffy

Title: _____

_____
_____
(Type address of Contractor)

_____
(Type name of Surety)

_____

_____
(Type address of Surety)

By:_____
(Signature of authorized officer)

_____
(Title of officer)

APPROVED AS TO FORM:

_____
Raúl F. Salinas, City Attorney

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

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

Signed _____

_____
Title

Subscribed and sworn to before me this _____ day of_____, 2026.

_____
Notary Public

(Attach Notary Certificate)

Contractor Name: O'Duffy Bros Inc

PROPOSAL

TO THE HONORABLE MAYOR AND MEMBERS
OF THE CITY COUNCIL OF THE
CITY OF SOUTH GATE, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for

WATER MAIN REPLACEMENT, PHASE III
CITY PROJECT NO. 702-WTR

together with appurtenances thereto, all as set forth in the Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Specifications and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefore, the total bid amounts named in the Bid Schedule(s) forming a part hereof. **A bid bond in favor of the City of South Gate for** ~~Four hundred forty four thousand seven hundred thirty and~~ Four hundred Forty Five Thousand Four hundred Seventy One and seven cents Dollars ($ 445,471.07)

which amount is not less than ten percent (10%) of the total amount of his proposal which is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of South Gate. The face amount of bid bond shall be considered established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice Inviting Bids, Instructions to Bidders, Proposal Forms, the Bid Schedules, the Contractor's Industrial Safety Record, the Contractor's Qualification Statement, the Worker's Compensation Insurance Certificate, the Construction Agreement, Bid Bond, Performance Bond, Payment Bond, Non-Collusion Affidavit, Specifications and Construction Drawings, permits, and all revisions or addenda and change orders setting forth any modifications or interpretations of any of said documents.

2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and he further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.

4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days after notice to him of acceptance of his bid by the City. The inability to execute the agreement within ten (10) days will be cause to reject the bid and award to the next low bidder.

5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefore within the time provided, the bidder will be liable for forfeiture of ten percent (10%) of the total bid amount to the City, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.

Note: All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid. In case of variation between unit prices written in words and unit prices given in numerals, those written in words shall be considered to be the correct prices.

Addenda No(s). Received
Addenda 1

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

	James T. Duffy
Signature	By
29254 Duffy St. Romoland, CA 92585	President
Address	Title
Signature	By
909-376-2461	
Telephone Number	Title

License No. 776934 , A, B Classification License Expiration Date 7-31-2028

* Surety to be utilized for Contract Bonds (Performance Bond and Payment Bond)

Suretec Insurance Comany	Julia Bales
Name of Surety	Name of Local Representative
3111 Camino del Rio N. Suite 900 San Diego 92108	3390 University Ave., Suite 300 Riverside, CA 92501
Address	Address
619-400-4106	951-788-8581
Telephone Number	Telephone Number

Best Key Rating

A	XV
Grade	Class

***Note:** Surety information is required as part of this proposal, failure to provide such information will cause this bid to be informal and subject to rejection.

City of South Gate

8650 CALIFORNIA AVENUE, SOUTH GATE, CA 90280-3004 Tel: (323) 357-9657

Fax: (323) 563-9572

ARTURO CERVANTES, P.E.
DIRECTOR OF PUBLIC WORKS/
ASSISTANT CITY MANAGER

DATE: July 1, 2026

TO: Prospective Bidders

FROM: Lorenzo Camargo, Associate Engineer

SUBJECT: ADDENDUM #1: Water Main Replacement, Phase III, Project No. 702-WTR.

This addendum consists of eight (8) pages.

Please note the following changes and/or additions to the Project Plans and Specifications for the above-referenced project. The contractor shall acknowledge receipt and acceptance of this Addendum on Planet Bids and acknowledge and accept this Addendum with authorized signature on the certification at the end of this addendum and shall attach the executed addendum to the documents submitted with the bid.

CONTRACT DOCUMENTS

SPECIFICATIONS:

The following clarifications, additions & deletions are made to the Specifications for the above-referenced project:

1. **Bidding and Contractual Documents – Water Meter Requirements**

   Revise the Contract Documents and applicable specification sections, including Bid Schedule Bid Items 14 and 15; Section 01000, Paragraph 1.3, Description of Work, Item 13 – Install Service Lateral, Meter, and Meter Box; Section 01150, Paragraph 1.2, Work Listed in the Schedule of Work Items, Item G – Install 1-inch Service Lateral, Meter, and Meter Box (Bid Items Nos. 14, 15, 16, and 17); Section 15150 – Meters; and Section 15154 – Meter Boxes, to require ***that all replacement water meters installed as part of this project shall be Advanced Meter Reading (AMR) compatible meters.***

   Bid Schedule Items 14 and 15 have been revised to replace "Standard Meter" with "AMR Meter." *Bid Schedule Items 16 through 19 already include AMR meter requirements and remain unchanged.*

All references to replacement water meters shall be revised accordingly. ***The Contractor shall furnish and install AMR meters meeting the City of South Gate's requirements and approved materials standards.***

The revised Bid Schedule is included on the following page(s).

2. **Work Hours**

Revise Part III – General Provisions, Section 4.16 – Normal Working Hours (Working Days); Section 26 – Work Area Traffic Control; and Section 01001, Item 1.9 – Work Schedule, to include the following clarification:

Nighttime construction work may be required for certain water main tie-in activities *to minimize impacts to traffic, businesses, and water service interruptions, including but not limited to water main tie-in activities at* ***State Street and Michigan Avenue.***

The Contractor shall coordinate with the City and obtain approval prior to performing nighttime work. The Contractor shall comply with all applicable requirements for nighttime construction, including traffic control, lighting, noise control, and other related provisions.

The Contractor shall include all costs associated with potential nighttime work, including labor, equipment, traffic control, lighting, and any applicable premium time or additional costs, ***as incidental to the affected bid items and included in the Contractor's bid prices.***

No changes to the Bid Schedule are included in this revision.

3. **Contractor's Industrial Safety Record**

Replace Page P-10, "Contractor's Industrial Safety Record," in its entirety with the attached revised page. ***The reporting years on the form have been updated to include the five most recent years (2025, 2024, 2023, 2022, and 2021).*** *The Contractor shall complete and submit the revised form with the bid documents. The updated P-10 form is included on the following page(s).*

PLANS:

No Changes to the Plans are included with this Addendum

END OF ADDENDUM #1

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #1, which shall be attached to the Bid.

James T Duffy president — 7/20/26

Signature and Title — **Date**

WATER MAIN REPLACEMENT, PHASE III
CITY PROJECT NO. 702-WTR

BID SCHEDULE – ADDENDUM #1

Contractor's Name: O'Duffy Bros Inc

Honorable Mayor and City Council
South Gate, California:

July 20th, 2026

The undersigned declares that he/she has carefully examined Plans and Specification for this project, read notice to bidders, is familiar with the requirements therein contained, and proposes to furnish all labor, material supplies necessary to accomplish the work outlined therein at the following prices. The undersigned also guarantees that the following prices outlined herein shall remain valid for one year following the opening of the bid opening date:

CITY OF SOUTH GATE
WATER MAIN REPLACEMENT, PHASE III
CITY PROJECT NO. 702-WTR

Bid Items

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization and Demobilization	1	LS	$218,376.32	$ 218,376.32
2	Traffic Control	1	LS	$143,019.97	$ 143,019.97
3	Sheeting, Shoring, and Bracing - State Street (Tweedy Blvd. to Southern Avenue)	1	LS	$ 10,180.68	$10,180.68
4	Sheeting, Shoring, and Bracing - State Street (Cherokee Dr. to Sequoia Dr.)	1	LS	$6,710.85	$6,710.85
5	Sheeting, Shoring, and Bracing - Sequoia Drive	1	LS	$8,197.92	$ 8,197.92
6	Sheeting, Shoring, and Bracing - Elizabeth Avenue	1	LS	$8,941.46	$ 8,941.46
7	Sheeting, Shoring, and Bracing - Michigan Avenue	1	LS	$7,702.23	$7,702.23
8	Sheeting, Shoring, and Bracing - Dolores Avenue	1	LS	$7,206.54	$ 7,206.54
9	Preparation and Implementation of Storm Water Pollution Prevention Plan	1	LS	$35,593.20	$ 35,593.20
10	Potholing	1	LS	$101,928.42	$ 101,928.42
11	Install 8" Ductile Iron Water Main	2,935	LF	$ 127.81	$ 375,122.90
12	Install 10" Ductile Iron Water Main	2,410	LF	$ 159.98	$ 385,540.7[illegible]
13	Install 12" Ductile Iron Water Main	2,670	LF	$ 198.00	$ 528,658.1[illegible]
14	Install 1-inch (Short Side) Service Lateral, AMR Meter, and Meter Box	83	EA	$3939.05	$326,940.79
15	Install 1-inch (Long Side) Service Lateral, AMR Meter, and Meter Box	65	EA	$6,216.31	$404,059.94

16	Install 1-inch Service Lateral, AMR Meter, and Meter Box - State St. (Tweedy Blvd. to Southern Ave.)	32	EA	$7,561.03	$241,952.94
17	Install 1-inch Service Lateral, AMR Meter, and Meter Box - State St. (Unidentified Existing WM at 9230 State St)	1	EA	$8,212.14	$ 8,212.14
18	Remove & Replace 1" Grouped AMR Water Service, Meter Box per STD. WD-3. Remove & Dispose of Existing Heavy Metal Plate Cover, and Furnish & Install Aluminum Diamond Plate Cover	1	LS	$31,488.50	$ 31,488.50
19	Install 4-inch AMR Water Service, Meter, and Meter Box, and Bush Down to the Existing 3" Gate Valve	1	EA	$49,442.28	$ 49,442.28
20	Remove Existing Water Meter and Meter Box in Driveway, Abandon Ex. Lateral, and Replace Affected Concrete. Relocated Lateral outside the Driveway (9606 State St)	1	LS	$10,030.48	$ 10,030.48
21	Remove Single Check Valve and Replace it with a 4" Double Check Assembly. Remove Ex. Vault and Replace with an Armorcast (by Hubbell) 10K Torsion Cover Polymer Concrete Vault	1	LS	$26,736.55	$ 26,736.55
22	Install New Blow-off Valve	2	EA	$12,841.59	$25,683.18
23	Install New Air Release Valve	7	EA	$11,921.22	$83,448.54
24	Install New 3" Resilient Wedge Gate Valve	1	EA	$2,074.29	$2,074.29
25	Install New 6" Resilient Wedge Gate Valve	10	EA	$2,795.72	$27,957.25
26	Install New 8" Resilient Wedge Gate Valve	9	EA	$3,867.66	$34,808.95
27	Install New 10" Resilient Wedge Gate Valve	7	EA	$5,661.02	$39,627.17
28	Install New 12" Resilient Wedge Gate Valve	11	EA	$6,802.99	$75,932.86
29	Install New 16" Resilient Wedge Gate Valve	1	EA	$20,006.58	$20,006.58
30	Install Fire Hydrants	21	EA	$10,037.46	$210,786.71
31	Install Steel Bollards for Fire Hydrant Protection at the Locations Shown on the Plans.	4	EA	$651.12	$ 2,604.48
32	Connect New Water Line to Existing Line as per Details as Shown in Plans	1	LS	$255,777.57	$255,777.57
33	Abandonment and/or Removal of Existing Water Mains and Valves	1	LS	$9,406.92	$9,406.92
34	Remove and Dispose of Existing Tree	1	EA	$2,357.73	$2,357.73
35	Install 4-inch Line Stop	2	EA	$5,935.21	$11,870.42
36	Install 6-inch Line Stop	5	EA	$7,034.74	$35,173.71
37	Install 8-inch Line Stop	1	EA	$9,365.64	$9,365.64
38	Install 10-inch Line Stop	3	EA	$10,947.61	$32,842.82
39	Remove and Replace Pavement Striping, Markings, and Markers Disturbed by Trenching (Paint) - All Improvements, Except for State Street	1	LS	$6,455.11	$ 6,455.11
40	White Lane Lines per Caltrans Standard Detail 9 (State St. Only - Thermoplastic)	2,362	LF	$ 2.69	$6,352.91
41	Continental Crosswalk per Caltrans Standard A24F -	224	LF	$ 4.30	$963.96

	18" Wide White with 30" Spacing (State St. Only - Thermoplastic)				
42	Continental Crosswalk (Yellow) - 18" Wide Yellow with 30" Spacing (State St. Only - Thermoplastic)	168	LF	$4.30	$722.97
43	"SIGNAL AHEAD" Pavement Marking per Caltrans Standard Detail (State St. Only - Thermoplastic)	63	SF	$12.91	$813.34
44	"PED XING" Pavement Marking per Caltrans Standard Detail (State St. Only - Thermoplastic)	39	SF	$12.91	$503.50
45	"35" Pavement Marking per Caltrans Standard Detail A24C (State St. Only - Thermoplastic)	17	SF	$12.91	$219.47
46	Asphalt Concrete (AC) Pavement (Removal of Existing AC, Sub-Base, and AC Pavement)	743	TON	$440.99	$327,657.79
47	Remove and Replace Portland Cement Concrete (PCC) Pavement, Including Ex. Concrete, Sub-Bae, and Dowels	945	CY	$259.87	$245,575.52
48	Remove and replace Sidewalk/Driveway	900	SF	$18.82	$16,940.74
49	Remove and Replace Curb and Gutter	180	LF	$55.70	$10,025.90
50	Remove and Replace Cross & Longitudinal Gutter	850	SF	$19.75	$16,785.62
51	Remove and Replace Driveway Approach at Alley - North of MLK and Dolores Avenue	275	SF	$21.57	$5,932.17
	TOTAL BID AMOUNT (Bid Items 1 through 51)				$4,454,710.70

TOTAL BID

$ 4,454,710.70

figures

four million, four hundred fifty four thousand seven hundred ten and seventy cents

in words

DETERMINATION OF THE LOWEST RESPONSIBLE BIDDER SHALL BE BASED ON THE TOTAL BID AMOUNT. THE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER BASED ON THE "TOTAL AMOUNT BID".

QUANTITIES SHOWN ARE APPROXIMATE ONLY. FINAL CONTRACT AMOUNT WILL BE BASED ON ACTUAL AMOUNTS FURNISHED AT THE UNIT COSTS SET FORTH IN THE PROPOSAL.

The City of South Gate reserves the right to reject any and all bids, or delete portions of any and all bids or waive any informality or irregularity in the bid or the bid procedures and shall be the sole judge of the bids received.

The undersigned has carefully checked all of the above figures and understands that the City of South Gate, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case words and figures stated here in do not agree, the words shall govern and the figures shall be disregarded. In case the unit price and the total amount stated for any item are not in agreement, the unit price shall govern and the amount shall be corrected to conform thereto. In case of any discrepancy between Item Total Prices and Total Amount Bid, the Item Total Prices shall prevail and the Total Amount Bid shall be adjusted to conform to the Item Total Prices.

Contractor: Type text here O'Duffy Bros Inc

License No: 776934 **Expiration date:** 7-31-2028

Name: James T. Duffy **Title:** President

Signature: James T Duffy 7/20/26

WATER MAIN REPLACEMENT, PHASE III
CITY PROJECT NO. 702-WTR

NAME OF BIDDER O'Duffy Bros Inc

LIST OF SUBCONTRACTORS

In accordance with Division 2, Part I, Chapter 4 of the Public Contract Code, the prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of 1 percent of the prime contractor's total bid.

Subcontractors listed must be properly licensed for the type of work they are to perform and their license numbers must be indicated below. Do not list alternate subcontractors for the same work.

Name & Address of Subcontractor	Specific Description of Subcontract
1. Name: MZB Engineering, Inc Address: 518 Queensland Circle #102 Corona, CA 92879 License No.: 1084559 Classification: A	Traffic Control
2. Name: All American Asphalt Address: 400 E. 6th Street PO Box 2229 Corona , CA 92879 License No.: 267073 Classification: A	Grind and Cap AC
3. Name: Address: License No.: Classification:	

4. Name_____ _____

Address_____ _____

License No._____ _____

Classification_____

5. Name_____ _____

Address_____ _____

License No._____ _____

Classification_____

6. Name_____ _____

Address_____ _____

License No._____ _____

Classification_____

7. Name_____ _____

Address_____ _____

License No._____ _____

Classification_____

WATER MAIN REPLACEMENT, PHASE III
CITY PROJECT NO. 702-WTR

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated as a principal or owner for the last five calendar years and current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data, which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5 Calendar Years Prior to Current Year (2026)

Year	2021	2022	2023	2024	2025	TOTAL	Current Year
1. No. of Contracts	2	2	1	—	1	6	1
2. Total dollar amount of contracts (in thousands of $)	$4,368,720.-	$4,761,561.-	$1,898,883.-	—	$2,136,418.-	$13,165,582.-	$3,575,729.-
* 3. No. of fatalities	0	0	0	0	0	0	0
* 4. No. of lost workday cases	0	0	0	0	0	0	0
* 5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
* 6. No. of lost workdays	0	0	0	0	0	0	0

The information required for these items is the same as required for column 3 to 6, Code 10, Occupational Injuries, Summary Occupational Injuries and illnesses. OSHA No. 102

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

O'Duffy Bros Inc.
Name of Bidder (print)

James T Duffy
Signature

29254 Duffy St.
Address

776934 A, B
State Contractors' License. No. & Classification

Romoland CA
City

92585
Zip Code Telephone

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of South Gate

The undersigned certifies that the bidder has successfully and properly completed projects of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Three (3) of recent comparable projects completed are below:

1. Project Name Romoland MDP Line A3

David Garcia	RCFC Engineer	951-315-0730
Person to Contact	Job Title	Phone No.
Romoalnd, CA	$4,0243,825.11	09-07-2022
City	Contract Amount	Date Completed

2. Project Name Tract 82889 Gateway Sewer & Water Project

Patrick Manfredi	Century Communities Construction Manager	951-453-8824
Person to Contact	Job Title	Phone No.
Pomona, CA	$3,575,729.60	01-05-2026
City	Contract Amount	Date Completed

3. Project Name Avalino Tract 31896

Christian Plasso	Project Manager	949-783-3434
Person to Contact	Job Title	Phone No.
Wildomar, CA	$2,136,418.73	09-03-2025
City	Contract Amount	Date Completed

Failure to complete this portion of the bid shall at the City's discretion constitute the basis to either declare the apparent low bidder's bid non-responsive or declare the bidder to be non-responsive.

Signed James T Duffy Title President

Dated this 20th day of July, 20 26

CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any construction contract.

Submitted By: O'Duffy Bros Inc

Name must correspond with the Contractor's License

✓ Corporation _____ Partnership _____ Individual _____ Joint Venture

If a corporation, under the laws of what State is it organized? California

California Regional Office (s): _____

Use the form titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. How many years experience in construction work under current organization?

(a) As a General Contractor? O'Duffy Bros Inc From 2000 to 2026

(b) As a Subcontractor? N/A From 19___ to 20___

B. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

TITLE OF PROJECT	COMPLETION DATE	NAME OF AGENCY, TELEPHONE No. AND NAME OF PERSON TO CONTACT
Romoland MDP	09-07-2022	David Garcia 951-315-0730
Tract 82889 Gateway Sewer & Water Project	01-05-2026	Patrick Manfredi 951-453-8824
Avalino Tract 31896	09-03-2025	Christain Plasso 949-783-3434

C. Have you or your company, or any officer or partner thereof, failed to complete a contract for an Owner? YES ____ NO X. If so indicate the name of each agency, dates, and the circumstances.

D. Have you or your company been denied an award of an Owner contract not withstanding submission of the lowest responsive bid? YES ____ NO ✓. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.

E. Has your company been assessed liquidated damages by any Owner? YES ____ NO ✓. If so, as to each assessment of liquidated damages, state the name of the Owner, the date of the assessment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages.

F. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible contractor? YES ____ NO ✓. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

G. Has your company been the subject of any inquiry by any Owner as to whether your company has made any false claim or other material misrepresentation? YES ____ NO ✓. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

H. Has your company made any false claim or misrepresentation in the submittal of any claim pertaining to any construction contractor with an Owner? YES ____ NO ✓. If so, state the circumstances, including the reason for submittal of false material.

I. Is your company currently asserting against any Owner any construction claim (s) in excess of $100,000.00, or has your company made such claim (s) against any Owner? YES ____ NO ✓. If so, as to each such claim, state the name of the Owner, the date of the claim, the grounds of the claim, the amount of such claim, the present status of such claim, the date of resolution of such claim if resolved, and the amount and method by which such claim was resolved, if resolved.

J. Is your company currently a party against any Owner in any litigation pertaining to any construction project, or has your company been a party to such litigation? YES ____ NO ✓. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.

ADDITIONAL INFORMATION AND/OR COMMENTS

Use this page for providing requested or additional information or for any comments. If no comments or additional information, write "NONE" at the top of this page. (Duplicate this page if more space is needed). Add corresponding "letter" of each question that the information or comment pertains to.

NONE

WATER MAIN REPLACEMENT, PHASE III
CITY PROJECT NO. 702-WTR

EQUALS

The undersigned desires to use the material product, thing, or service described below as "an equal" to such item as specified.

In accordance with the provisions under 4-1.6 of the Standard Specifications for Public Works Construction (Greenbook), if the City shall find any such item so described as equal to the respective item specified, then the undersigned may furnish such item, together with all necessary labor materials, equipment, and incidentals required to perform the work.

Date 07-20-2026 Contractor's Name O'Duffy Bros Inc

Phone No. 909-376-2461 Contractor's Address 29254 Duffy St. Romoland, CA 92585

Materials, Apparatus, or Equipment Specified for Which Bidder Proposes "An Equal"		Complete Description of Materials, Apparatus, or Equipment Specified for Which the Bidder Desires to Use as "An Equal" and Name of Subcontractor if Different

CERTIFICATION OF NONDISCRIMINATION AND AFFIRMATIVE ACTION

As suppliers of goods or services to the City of South Gate, the firm listed below certifies that it does not discriminate in its employment with regard to race, medical condition, color, marital status, religion, sex, handicap, or national origin; that is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment: and that it agrees to demonstrate positively aggressively in principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those servicing minority communities and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

O'Duffy Bros Inc

Firm

Signature

President

Title

Please include any additional information regarding equal opportunity employment programs now in effect within your company.

WATER MAIN REPLACEMENT, PHASE III
CITY PROJECT NO. 702-WTR

BID SECURITY FORMS
FOR
CHECK OR BOND TO ACCOMPANY BID

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this proposal is *certified/cashier's check payable to the order of the City of South Gate for:

_____ Dollars ($_____)

thus amount being not less than ten percent (10%) of the total amount of the Base Bid plus "Additional Bid Items." The proceeds of this check shall become the property of the City of South Gate provided this proposal shall be accepted by the City of South Gate through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

_____

_____

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall not be less than ten percent (10%) of the total amount of the base bid plus "Additional Bid Items."

See Attached Bid Bond

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we_____, as Principal, and _____, as Surety, are held and firmly bound unto the City of South Gate in the sum of:_____, (words) Dollars ($_____), to be paid to the City of South Gate, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded _____ for **WATER MAIN REPLACEMENT, PHASE III - CITY PROJECT NO. 702-WTR** in strict accordance with the Specifications on file at the office of the City of South Gate is accepted by the City of South Gate through action of its legally constituted contracting authorities and if the above bonded _____, his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond and proof of insurance within ten (10) working days after the date of notification by and from said City of South Gate that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 20__.

_____
Title

_____
Title

_____
Title

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of South Gate may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of South Gate are not in any way reduced by use of the Surety Company's printed standard form.

STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTORS' LICENSING LAWS
[Business & Professions Code § 7028.15]
[Public Contact Code § 20103.5]

I, the undersigned certify that I am aware of the following provisions of California law and that or entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

a. **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor with in this state without having a license therefor**, except in any of the following cases:

(1) The person is particularly exempted from this chapter.
(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

b. If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

c. This section shall not apply to a joint venture license as required by Section 7029.1. However, at the time of making a bid as a joint venture each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

d. This section shall not affect the right or liability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

e. Unless one of the foregoing exceptions applies a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the forgoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to

any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

f. Any compliance or non compliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

g. A public employee or official shall not be subject to a citation pursuant to this section if the public employee, officer or employing agency made an inquiry to the board for the purpose of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the Contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State license Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License No.: 776934 Class: A,B Expiration date: 07-31-2028

Date: 07-20-2026 Signature: James T Duff

NON-COLLUSION AFFIDAVIT

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

Signed James T Duffy

President

Title

SEE ATTACHED

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

_____

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of San Bernardino)

On 07/20/2026 before me, PINZE ZHANG Notary public,
Date *Here Insert Name and Title of the Officer*

personally appeared James T. Duffy
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.

PINZE ZHANG
Comm. # 2513029
SAN BERNARDINO County
California - Notary Public
Comm. Expires FEB. 25, 2029

Signature _____
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: NON-COLLUSION AFFIDAVIT
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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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 San Bernardino

Subscribed and sworn to (or affirmed) before me on this 20 day of July, 2026, by James T. Duffy,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

PINZE ZHANG
Comm. # 2513029
SAN BERNARDINO County
California - Notary Public
Comm. Expires FEB. 25, 2029

(Seal) Signature

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we O'Duffy Bros., Inc., as Principal, and SureTec Insurance Company, as Surety, are held and firmly bound unto the City of South Gate in the sum of: not to exceed ten percent (10%) of the total bid amount, (words) Dollars ($----------), to be paid to the City of South Gate, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded O'Duffy Bros., Inc. for **WATER MAIN REPLACEMENT, PHASE III - CITY PROJECT NO. 702-WTR** in strict accordance with the Specifications on file at the office of the City of South Gate is accepted by the City of South Gate through action of its legally constituted contracting authorities and if the above bonded O'Duffy Bros., Inc., his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond and proof of insurance within ten (10) working days after the date of notification by and from said City of South Gate that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 15th day of July, 2026.

O'Duffy Bros., Inc.

Title

By: James F. Duffy

Title President

SureTec Insurance Company

By:

Title Julia B. Bales, Attorney-In-Fact

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of South Gate may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of South Gate are not in any way reduced by use of the Surety Company's printed standard form.

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE **No 08138**

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

SureTec Insurance Company

of Texas *, organized under the laws of* Texas *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 24th *day of* October, 2005, *I have hereunto set my hand and caused my official seal to be affixed this* 24th *day of* October, 2005

John Garamendi
Insurance Commissioner

By Patricia K. Staggs

Patricia K. Staggs
for Richard D. Baum *Deputy*
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CIC-3

OSP 00 30301

POA# 510018

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kenneth A. Coate, Julia B. Bales, Stephanie Fisher, Andrea Parls, Jonathan M. Cagner

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars ($10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 9th day of March , 2026 .

SureTec Insurance Company

By: _____
Michael C. Kelmig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 9th day of March , 2026 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KALLYSTA DANAE WHEELER
Notary Public State of Texas
Commission # 135531601
Commission Expires 9/8/2029

By: _____
Kallysta Danae Wheeler, Notary Public
My commission expires 9/8/2029

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 15th day of July , 2026 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510018
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

CALIFORNIA 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 Riverside }

On JUL 15 2026 before me, Stephanie D. Fisher, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Julia B. Bales
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.

STEPHANIE D. FISHER
COMM. #2528250
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires July 26, 2029

Place Notary Seal and/or Stamp Above

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 _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

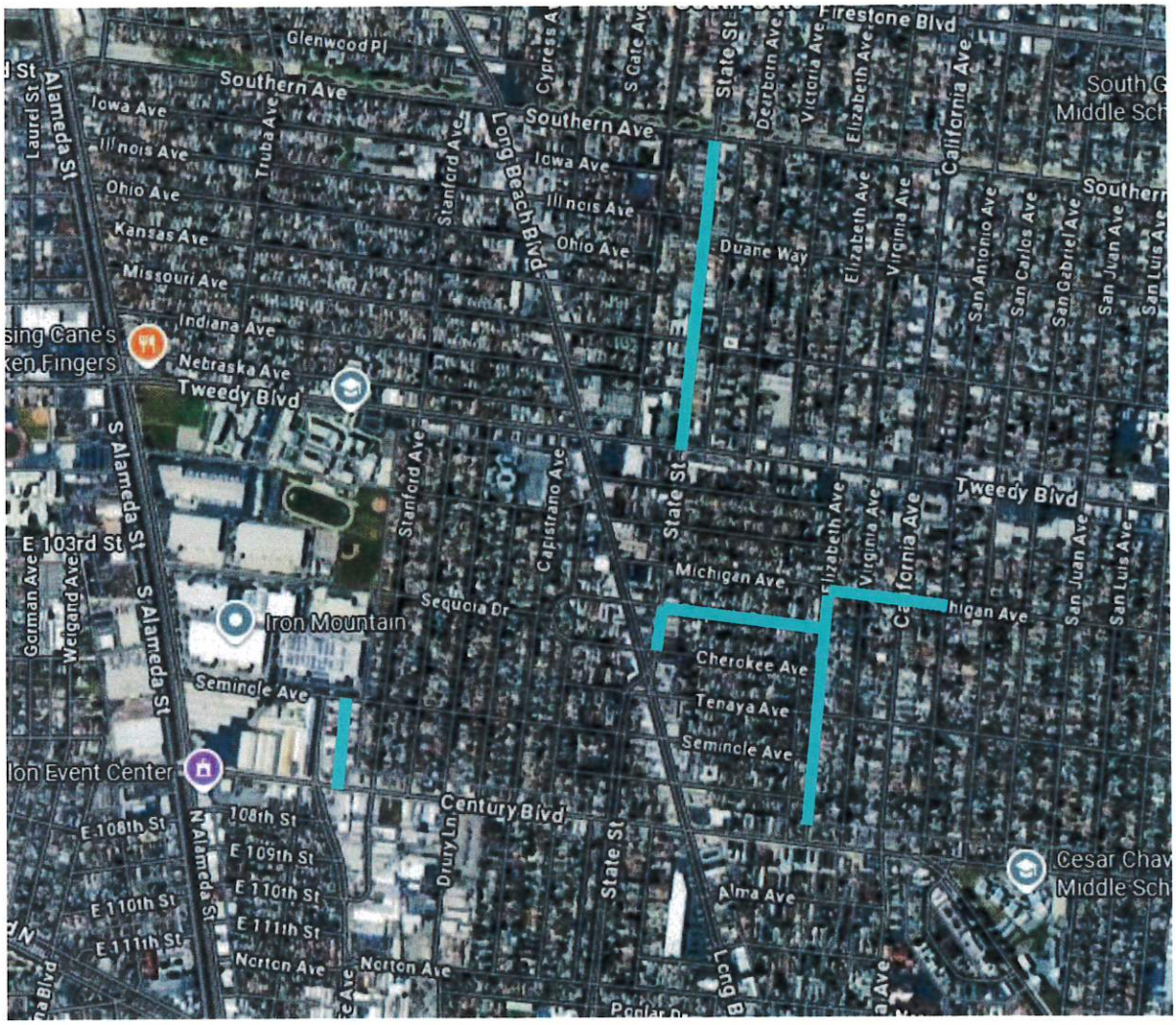
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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Glenwood Pl
Southern Ave
Iowa Ave
Illinois Ave
Ohio Ave
Kansas Ave
Missouri Ave
Indiana Ave
Nebraska Ave
Tweedy Blvd
E 103rd St
Iron Mountain
Seminole Ave
Century Blvd
E 108th St
E 109th St
E 110th St
E 111th St
Norton Ave
Alma Ave
Sequoia Dr
Michigan Ave
Cherokee Ave
Tenaya Ave
Duane Way
Firestone Blvd
Long Beach Blvd
State St
Alameda St
Stanford Ave
Capistrano Ave
Elizabeth Ave
Virginia Ave
California Ave
San Antonio Ave
San Carlos Ave
San Gabriel Ave
San Juan Ave
San Luis Ave
Drury Ln
Laurel St
Truba Ave
Cypress Ave
S Gate Ave
Dearborn Ave
Victoria Ave
Weigand Ave
Gorman Ave

Imperial Hwy
Imperial Hwy
Imperial Hwy
Imperial Hwy
Imperial Hwy
Saputo Cheese USA Inc
Imperial Equestrian Center
Los Angeles County Flood Control
Leeds St
Leeds St
Leeds St
Rudmi Rd
Rudmi Rd
Sexton St
Sexton St
VMI - Envirosery
Gal Hono Freight Forwarders / Cold Storage
Rio Hondo
Los Angeles Rive

NOTICE OF EXEMPTION

TO:	County Clerk/Registrar-Recorder County of Los Angeles Environmental Filings 12400 E. Imperial Hwy Norwalk, CA 90650	**FROM:**	Public Works Department City of South Gate 8650 California Avenue South Gate, CA 90280-3075

Project Title and Location (including county):

Watermain Replacement Project Phase III - City Project No. 702-WTR

Project location: The project is located within the City of South Gate, County of Los Angeles, California

Project Description: Replacement of 8,000 feet of watermain, water meters, and fire hydrants.

Name of Public Agency Approving Project:
City of South Gate - Public Works Department

Name of Person/Agency Carrying Out Project:
Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate

Exempt Status: (Check one)

- ☐ Ministerial (Sec. 21080 (b) (1); 15268);
- ☐ Declared Emergency (Sec. 21080 (b) (3); 15269(a));
- ☐ Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- ☐ Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- ☒ Categorical Exemption: Section: 15301 Class: 1(c)
- ☐ Statutory Exemption: Section: _____ Class: _____

Reasons why project is exempt:
This project is Categorically Exempt under Existing Facilities Section 15301 Class 1(c) for the replacement of existing utility infrastructure.

Lead Agency Contact Person and Phone Number:
Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate
323-357-9567 acervantes@sogate.org

Prepared and filed by the South Gate Public Works Department by:

	Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works	
Signature	**Printed Name and Title**	**Date**

SEP 02 2026
FILED
5:37pm

Item No. 10

City of South Gate
CITY COUNCIL
AGENDA BILL

For the Regular Meeting of: **September 8, 2026**
Originating Department: **City Manager's Office**

Department Director: Arturo Cervantes
for *Rob Houston*

City Manager: Arturo Cervantes
for *Rob Houston*

SUBJECT: CITY COUNCIL APPOINTMENTS TO THE VARIOUS CITY COMMISSIONS, COMMITTEES AND BOARDS

PURPOSE: Under the South Gate Municipal Code, City Council Members are authorized to nominate individuals to serve on various City Commissions, Committees, and Boards, subject to ratification by the City Council. This item has been placed on the agenda at the request of Vice Mayor Al Rios to appoint Fernando Rivera to the Planning Commission.

RECOMMENDED ACTION: The City Council will consider:

a. Ratifying the nomination by Vice Mayor Al Rios of Fernando Rivera to the Planning Commission.

FISCAL IMPACT: None.

ANALYSIS: The appointment is subject to ratification by a majority vote of the City Council and, if approved, shall become effective immediately upon ratification.

BACKGROUND: Pursuant to the South Gate Municipal Code, appointments to City Commissions, Committees, and Boards are made by the respective City Council Member and are subject to ratification by the City Council. When a vacancy exists, the authority to nominate a replacement remains with the respective City Council Member, subject to ratification by the City Council.

Vice Mayor Al Rios has nominated Fernando Rivera to fill the vacancy on the Planning Commission.

ATTACHMENTS:

A. Roster of City Commissioners, Committee and Board Members

Council Member	Planning Commission $125/Meeting 1st & 3rd Tuesday at 6:30 pm	Parks & Recreation Commission $75/Meeting 2nd Thursday at 7 pm	South Gate Tweedy Mile Advisory Board 1st Monday at 6 pm	Citizens Advisory Committee $25/Meeting Meets as needed	
Maria del Pilar Avalos 2739 Glenwood Place Cell: (562) 719-1337 Elected: 03-03-2020 End of Term: Nov 2028	**Margarita Valenzuela** 5219 McCallum Ave #B Cell: (323-304-3128 maggievalenz05@gmail.com Appointed: 05-27-25	**Eric Trujillo** 10001 Jackson Avenue Cell: (323) 828-2637 etrujillo.2010@gmail.com Appointed: 11-25-25 Effective: 11-26-25	**Veronica Gardea** Cell: (323) 537-6389 awardsyouwillremember@gmail.com Appointed: 05-12-26	**Ana Zavala** 9222 San Vincente Ave, Unit B Cell: (310) 704-6949 analuzav1@gmail.com Appointed: 09-12-2023	VACANT
Joshua Barron 8819 Beaudine Avenue Cell: (323) 791-5126 Joshb90280@yahoo.com Elected: 11-08-2022 End of Term: Nov 2026	**Daisy Prieto** 9731 Bryson Avenue Cell: (323) 707-3629 daisyprieto@att.net Appointed: 01-24-2023	**Lizette Ruiz** 10226 Kauffman Ave Cell: (323) 253- 9417 Iruuiz@yahoo.com Appointed: 01-24-2023	VACANT	**Andres Gonzalez** 10509 San Carlos Ave (323) 434-6894 andres.gonzalezsn@gmail.com Appointed: 02-14-23	**Rosa Delgado** 8829 Firestone Plaza Cell: (626) 246-5793 rposada21@yahoo.com Appointed: 02-14-2023
Maria Davila 10035 San Luis Avenue Cell: (323) 243-9947 Elected: 01-28-2003 End of Term: Nov 2028	**Lizette Ruiz** 10226 Kauffman Ave Cell: (323) 253-9417 Iruuiz@yahoo.com Appointed: 05-28-2024	**Cynthia Esquivel** 4730 Tweedy Blvd cell: (323) 747-0076 cynesquivel5@gmail.com Appointed: 05-14-2024	**Angela Lucero** 10300 San Jose Ave (323) 540-3426 angela_lucero1951@icloud.com Appointed: 10-08-2024	**Marie De Lourdes Castillo** 10036 San Antonio Ave (323) 567-5572 titomi6281@sbcglobal.net Appointed: 02-18-23	**Anthony Zepeda** 5218 McCallum Avenue Cell: (323) 405-2006 anthonyzepeda10@yahoo.com Appointed: 05-27-2014
Al Rios 10406 Orange Avenue Cell: (323) 974-3540 Elected: 03-07-2017 Re-elected: 11-08-2022 End of Term: Nov 2026	VACANT	**Xotchil Pichardo** Appointed: 08-11-2026	**Víctor Zamudio** vmzamudio@hotmail.com Appointed: 04-12-2022	**Susan F. Janer** 5314 Batavia Road (323) 717-4243 Rosyallday@sbcglobal.net Appointed: 01-23-24	VACANT
Gil Hurtado 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728 Elected: 03-03-2020 End of Term: Nov 2028	**Mayra Castaneda** 5740 Taft Avenue Cell: (562) 454-7949 mmcastaneda99@aol.com Appointed: 3/25/25	**Alan D. Flores, II** 5255 Almira Road Cell: (213) 280-2672 laxxxii@yahoo.com Appointed: 05-12-2020	**Sylvia Masushige** 8416 Beechwood Ave (562) 755-6159 grandmasyl01@hotmail.com Appointed: 09-24-2024	**Evelyn Martinez** 10030 San Vincente Ave (323) 652-9540 evelynmartinez8438@gmail.com Appointed: 09-23-2025	**Norma Mendoza** 8691 San Gabriel Avenue Cell: (562) 277-2992 Appointed: 05-12-2020 Norma.mendoza9@gmail.com Appointed: 05/12/2020

Item No. 11

WARRANT REGISTER FOR COUNCIL MEETING 09/08/2026

PART I 1

Office of the
South Gate City Clerk
SEP 02 2026
FILED
11:25 am

apChkLst
08/19/2026 3:25:44PM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
115561	8/19/2026	00003529	AT&T	960-449-6558 08/2	8/17/2026	BILLING PRD-AUG 2026	223.86	223.86
	Voucher:							
115562	8/19/2026	00003692	AT&T MOBILITY II, LC	287360907306082	8/1/2026	AUG 2026 FIRSTNET CELL PHON	4,218.25	4,218.25
	Voucher:							
115563	8/19/2026	0015550	FERGUSON WATERWORKS	0072951-1	6/16/2026	FIRE HYDRANT RESTOCK	16,058.75	
	Voucher:			0069236	1/26/2026	CURB STOP BPO#11045	1,772.00	
				0075234	4/23/2026	CURB STOP BPO#11045	1,466.44	
				0070895	2/18/2026	FLG ADAPTER BPO#11045	975.93	
				0071591	3/10/2026	COPPER CLAMPS BPO#11045	757.75	
				0070962-2	3/10/2026	CLAMPS BPO#11045	325.22	21,356.09
115564	8/19/2026	0012210	FUNEL	SG-FUN-2026-01	6/29/2026	JULY 1ST 2026-JUNE 30TH 2027	15,000.00	15,000.00
	Voucher:							
115565	8/19/2026	0013474	GENTRY GENERAL ENGINEI	2-740	7/29/2026	JUNE 2026 AMR/AMI WATER MET	185,454.58	185,454.58
	Voucher:							
115566	8/19/2026	00004869	GOLDEN STATE WATER COM	73744100006 - 08/	8/5/2026	BILLING PRD-07/02-08/04/26	890.07	
	Voucher:			33744100000 - 08/	8/5/2026	BILLING PRD-07/06/26-08/04/26	635.85	
				53744100008 - 08	8/5/2026	BILLING PRD-07/02-08/04/26	517.90	
				63744100007 - 08/	8/5/2026	BILLING PRD-07/02-08/04/26	314.06	
				32809400008 - 08/	8/5/2026	BILLING PRD-07/02-08/04/26	70.77	2,428.65
115567	8/19/2026	0014490	MACRO AUTOMATICS CORP	1006	8/10/2026	8/10/26 SCADA SYSTEMS UPGR/	31,284.20	31,284.20
	Voucher:							
115568	8/19/2026	0013096	OFFICE TEAM	66515578	8/13/2026	ENDED 8/7/26 TEMPORARY STAI	2,478.00	
	Voucher:			66527102	8/18/2026	ENDED 8/14/26 TEMPORARY ST/	2,230.20	
				66480628	8/4/2026	ENDED 7/31/26 TEMPORARY ST/	2,142.85	6,851.05
115569	8/19/2026	00004865	SO CALIF EDISON	080426	8/4/2026	BILLING PERIOD -07/06/26-08/03/	313,577.44	313,577.44
	Voucher:							

Sub total for BANK OF THE WEST: 580,394.12

9 checks in this report.

Grand Total All Checks: 580,394.12

WARRANT REGISTER FOR COUNCIL MEETING 09/08/2026

PART II

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
115570	8/19/2026	00001423	DAILY JOURNAL CORPORAT	B4036068-reissue	4/23/2026	PROOF OF PUBLICATION-CONDI	320.00	
	Voucher:			B4034923-reissue	4/23/2026	PROOF OF PUBLICATION-CA CO	230.00	
				B4036171-reissue	4/23/2026	PROOF OF PUBLICATION TORR/	175.00	
				B4030115-reissue	4/9/2026	04/09/26 - PUBLIC NOTICE ORDI	125.00	
				B4036140-reissue	4/23/2026	PROOF OF PUBLICATION ORDIN	110.00	
				B4036146-reissue	4/23/2026	PROOD OF PUBLICATION ORDIN	110.00	1,070.00
115571	8/19/2026	0011327	SOUTHSTAR ENGINEERING	932-reissue	5/31/2026	ON-CALL TECHNICAL ADVISORY	280.00	280.00
	Voucher:							
						Sub total for BANK OF THE WEST:		1,350.00
	2 checks in this report.					Grand Total All Checks:		1,350.00

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
115572	8/27/2026	0012107	CALIFORNIA STATE DISBUR	Ben388852	8/27/2026	CA STATE DISB. UNIT: PAYMENT	813.98	813.98
	Voucher:							
115573	8/27/2026	00002138	FRANCHISE TAX BOARD	Ben388850	8/27/2026	GARNISHMENT - FRANCHISE TA	2,173.16	2,173.16
	Voucher:							
115574	8/27/2026	0014949	TEXAS CHILD SUPPORT SDI	Ben388854	8/27/2026	TX CHILD SUPPORT SDU: PAYMI	638.31	638.31
	Voucher:							
						Sub total for BANK OF THE WEST:		3,625.45
	3 checks in this report.					Grand Total All Checks:		3,625.45

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
115575	8/26/2026	0010237	FRONTIER COMMUNICATIOI	209-057-1084-081	8/1/2026	AUG 2026 ACCT# 209-057-1084-0	371.00	371.00
	Voucher:							
115576	8/26/2026	00004934	GAS COMPANY	115-800-9600-3 08	8/17/2026	BILLING PRD-07/14/26-08/13/26	6,037.73	
	Voucher:			013 900 7300 3 08	8/17/2026	BILLING PRD-7/14/26-8/13/26	992.89	
				102 000 8100 7 08	8/14/2026	BILLING PRD-07/13/26-08/12/26	108.38	
				132 600 9400 1 08	8/14/2026	BILLING PRD-07/13/26-08/12/26	61.59	
				134 700 9400 7 08	8/14/2026	BILLING PRD-07/13/26-8/12/26	48.83	
				130 500 9400 5 08	8/14/2026	BILLING PRD-07/13/26-08/12/26	31.81	
				049 200 7902 9 08	8/18/2026	BILLING PRD-07/15/26-08/14/26	31.80	
				045 400 7300 6 08	8/17/2026	BILLING PRD-07/14/26-08/13/26	25.43	
				126 300 9600 1 08	8/17/2026	BILLING PRD-07/14/26-08/13/26	23.29	
				113-798-0353-6 08	8/17/2026	BILLING PRD-07/14/26-08/13/26	14.79	
				186 100 7200 3 08	8/17/2026	BILLING PRD-07/14/26-08/13/26	14.79	7,391.33
115577	8/26/2026	00004869	GOLDEN STATE WATER COI	29007443710-08/2	8/10/2026	BILLING PRD-07/06/26-08/10/26	171.46	171.46
	Voucher:							
115578	8/26/2026	0013096	OFFICE TEAM	66549983	8/25/2026	8/21/26 TEMPORARY STAFFING -	2,447.03	2,447.03
	Voucher:							
115579	8/26/2026	00000379	VERIZON BUSINESS	00005275	8/10/2026	BILLING PRD-JULY 2026	169.78	169.78
	Voucher:							
115580	8/26/2026	00001848	VERIZON WIRELESS	6149384583	7/23/2026	BILLING PRD- 06/22/26-07/21/26-	4,314.07	4,314.07
	Voucher:							

Sub total for BANK OF THE WEST: 14,864.67

6 checks in this report.

Grand Total All Checks: 14,864.67

apChkLst
08/27/2026 10:50:51AM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
115581	8/27/2026	00003548	CDCE,INC	124408-reissue	6/9/2026	PANASONIC TOUGHBOOK - MDC	77,373.76	77,373.76
	Voucher:							
						Sub total for BANK OF THE WEST:		77,373.76
	1 checks in this report.					Grand Total All Checks:		77,373.76

WARRANT REGISTER FOR COUNCIL MEETING 09/08/2026

PART VI

apChkLst
09/01/2026 7:53:19 AM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
115582	9/8/2026	00004280	ADAMSON POLICE PRODUCTS	INV454592	7/14/2026	GLOCK LE 17 G6 - DEPT TRANSITIONING	390.60	
	Voucher:			SC102273	5/26/2026	GLOCK LE 17 G6 - DEPT TRANSITIONING	511.02	901.62
115583	9/8/2026	0010065	AFC HYDRAULIC SEALS &	36781	12/23/2025	REPAIR HYDRAULIC EQUIPMENT AND PURCHASE	99.45	99.45
	Voucher:							
115584	9/8/2026	0013658	AFFORDABLE GENERATOR SERVICES, INC.	29600	6/25/2026	JUNE 2026 CONTRACTOR TO PROVIDE MAINTENA	500.00	500.00
	Voucher:							
115585	9/8/2026	0011059	ALESHIRE & WYNDER, LLP	107400	7/30/2026	JUNE 2026 SPECIALIZED LEGAL SERVICES PER	1,247.40	
	Voucher:			104086	3/16/2026	JUNE 2026 FOR LEGAL SERVICES RENDERED TH	1,681.60	2,929.00
115586	9/8/2026	0011577	ALL PHASE ELECTRIC SUPPLY CO.	0946-1144564	8/18/2026	JUNE 2026 DECORATIVE WALKWAY LIGHT POLES	46,349.94	
	Voucher:			0946-1140870	6/24/2026	ELECTRICAL EQUIPMENT, MATERIALS, HARDWAR	1,827.38	48,177.32
115587	9/8/2026	0012606	AMAZON CAPITAL SERVICES,INC.	1J7F-6YCC-16(	7/24/2026	PARKS & REC SUPPLIES	18.44	
	Voucher:			1TXW-9PT3-QM	7/23/2026	PARKS & REC SUPPLIES	14.10	
				1FYR-G3NW-K	8/18/2026	2026/2027 PRIME BUSINESS ANNUAL	862.74	
				1YGF-R94N-PL	7/27/2026	ELECTRONIC ACCESSORIES	16.28	
				16YP-X3HX-XY	7/27/2026	PARKS & REC SUPPLIES	289.74	
				179P-KM9H-GC	7/29/2026	PARKS & REC SUPPLIES	27.67	
				1CDL-FVXH-M9	7/30/2026	POLICE SUUPLIES	203.57	
				1GWG-PPDW-I	8/5/2026	POLICE SUPPLIES	88.98	
				1K79-HPDV-PR	8/3/2026	POLICE SUPPLIES	172.29	
				11TV-9NTT-9Q9	8/5/2026	POLICE SUPPLIES	18.82	
				1GWG-PPDW-,	8/5/2026	POLICE SUPPLIES	84.80	
				19JM-W7K6-XX	7/30/2026	ADMIN SERVICES SUPPLIES	181.42	
				1X6R-TGP3-VC	7/23/2026	PARKS & RECS SUPPLIES	590.53	
				13KJ-GR7R-XN	7/28/2026	PARKS & REC SUPPLIES	62.51	
				1CHY-RJ3N-KC	7/29/2026	PARKS & REC SUPPLIES	116.10	
				1PG4-NPV1-D9	7/24/2026	PARKS & REC SUPPLIES	19.09	
				144X-1FFT-H13	7/24/2026	PARKS & REC SUPPLIES	98.57	
				144L-QQLT-HN	8/12/2026	POLICE SUPPLIES	304.74	
				111-3864442-4(	6/30/2026	JUNE 2026 - PUBLIC WORKS YARD SUPPLIES	111.61	
				1DDR-VG69-39	7/9/2026	PARKS & RECS SUPPLIES	99.22	
				1PNG-JXF3-H9	7/20/2026	PUBLIC WORKS SUPPLIES	423.95	
				1FQV-VPCG-1L	7/28/2026	PUBLIC WORKS SUPPLIES	24.34	
				171W-XHVW-G	8/13/2026	ADMIN SERVICES SUPPLIES	38.51	3,868.02
115588	9/8/2026	00000018	AMERICAN RENTAL INC.	605229	3/10/2026	JUNE 2026 MISC EQUIPMENT RENTAL	318.30	
	Voucher:			606948	3/31/2026	JUNE 2026 MISC EQUIPMENT RENTAL	318.30	636.60
115589	9/8/2026	00004309	AMERIFLEX	INV1011143	6/30/2026	AUG 2026 FLEX ADMIN FEE FOR 31	178.25	178.25
	Voucher:							
115590	9/8/2026	0007290	APW KNOX-SEEMAN	22452019	6/22/2026	JUNE 2026 MISC AUTO PARTS & LUBES	21.75	21.75
	Voucher:							
115591	9/8/2026	00005075	AT&T	000025622566	8/1/2026	07/01/26 - 07/31/26 - BAN 9391068970	1,773.06	
	Voucher:			000025618789	8/1/2026	07/01/26 - 07/31/26 - BAN 9391034759	61.15	
				000025623901	8/1/2026	07/01/26 - 07/31/26 - BAN 9391081298	1,616.66	
				000025540436	7/13/2026	06/13/26 - 07/12/26 - BAN 9391034760	21.79	
				000025540437	7/13/2026	06/13/26 - 07/12/26 - BAN 9391034766	152.15	

				000025540439	7/13/2026	06/13/26 - 07/12/26 - BAN 9391034761	32.14	
				000025540432	8/27/2026	06/13/26 - 07/12/26 - BAN 9391034764	788.14	
				000025540433	7/13/2026	06/13/26 - 07/12/26 - BAN 9391034763	1,209.43	
				000025540434	7/13/2026	06/13/26 - 07/12/26 - BAN 9391034765	1,060.59	
				000025540435	7/13/2026	06/13/26 - 07/12/26 - BAN 9391034762	1,223.45	7,938.56
115592	9/8/2026 Voucher:	00003692	AT&T MOBILITY II, LC	287288333867X	8/2/2026	7/30/26-8/2/26 MDCS DATA CARDS ACCT#2872	4,773.33	4,773.33
115593	9/8/2026 Voucher:	0012831	ATLAS AUTO BODY	1358	6/30/2026	ACCIDENT REPAIRS TO PD UNIT #150	12,941.67	12,941.67
115594	9/8/2026 Voucher:	0010585	AUTOZONE STORES, INC.	05488276389	7/9/2026	AUTO PARTS	28.77	
				05488119449	2/3/2026	JUNE 2026 AUTO PARTS FOR UNIT #245	121.83	
				00265136759	6/25/2026	JUNE 2026 AUTO PARTS	361.91	
				05488998906	10/1/2025	JUNE 2026 AUTO PARTS FOR UNIT #727	18.81	
				05488146430	3/2/2026	JUNE 2026 AUTO PARTS	9.96	
				05488066027	12/8/2025	FEB 2026 AUTO PARTS	211.31	
				50285	7/15/2026	TRANSMISSION FOR PD UNIT #180	3,666.89	
				05488247097	6/8/2026	JUNE 2026 AUTO PARTS	98.30	
				05488113729	1/28/2026	JUNE 2026 AUTO PARTS	447.42	
				05488998899	10/1/2025	JUNE 2026 AUTO PARTS	70.84	5,036.04
115595	9/8/2026 Voucher:	0011336	AVANT-GARDE INC.	13322	7/10/2026	JUNE 2026 PROFESSIONAL SERVICES FOR LABO	2,429.25	
				13324	7/10/2026	JUNE 2026 GARDENDALE TOT LOT	500.00	2,929.25
115596	9/8/2026 Voucher:	0015533	AYCE, INC.	20260305-1	7/1/2026	JUNE 2026 SOUTHEAST GATEWAY ACESS IMPROV	79,823.50	79,823.50
115597	9/8/2026 Voucher:	00004364	BARR & CLARK, INC	3116532	7/1/2026	10520 MONTARA AVE LEAD AND ASBESTOS TEST	1,300.00	1,300.00
115598	9/8/2026 Voucher:	0012189	BNJ IRON WORKS, INC.	454	7/27/2026	FENCING FOR BACKFLOW DEVICE	2,347.90	
				453	7/16/2026	FENCE IN BACKFLOW DEVICE	7,735.02	10,082.92
115599	9/8/2026 Voucher:	0013228	CANON SOLUTIONS AMERICA INC	150584465	6/18/2026	JUNE 2026 PLOTTER PRINTER PAPER & INK SU	245.36	245.36
115600	9/8/2026 Voucher:	0012567	CARAHSOFT TECHNOLOGY CORPORATI	IN2332132	6/30/2026	JUNE 2026 PALO ALTO MAINT RENEWAL FOR 3	11,252.82	
				IN2332003	6/30/2026	JUNE 2026 PALO ALTO MAINT RENEWAL FOR 3	9,641.83	20,894.65
115601	9/8/2026 Voucher:	00000898	CENTRAL BASIN MUNI WATER DIST	SG-JUL 26	8/18/2026	JULY 2026 MONTLY CB METER CHARGE	25,439.50	25,439.50
115602	9/8/2026 Voucher:	0006239	CENTRAL FORD	72614	1/6/2026	AUTO PARTS	325.00	
				78511-1	5/7/2026	JUNE 2026 AUTO PARTS	6.65	331.65
115603	9/8/2026 Voucher:	0012980	CHARTER COMMUNICATIONS	1884265010801	8/1/2026	AUG 2026 SCADA INTERNET	161.26	161.26
115604	9/8/2026 Voucher:	00005090	CITY OF PARAMOUNT	9-355-47020	7/22/2026	JUNE 2026 - WATER SERVICE - 13652 GARFIE	93.49	93.49
115605	9/8/2026 Voucher:	00005110	COUNTY OF L.A. DEPT OF PW	RE-PW260812(	8/12/2026	JUNE 2026- TRAFFIC SIGNAL & STREET LIGHT	24,325.24	24,325.24
115606	9/8/2026 Voucher:	00001423	DAILY JOURNAL CORPORATION	B4065711	7/30/2026	NOTICE TO VOTERS OF DATE AFTER WHICH NO	330.00	
				B4068676	8/13/2026	08/13/26- NOTICE OF HEARING- REPEALING	560.00	890.00
115607	9/8/2026 Voucher:	00000178	DAVE BANG ASSOCIATES INC	CA61377	6/30/2026	SOUTH GATE PARK: REPLACEMENT PARTS & CRA	29,726.83	
				CA60297	2/25/2026	PLAYGROUND REPLACEMENT PARTS FOR SG PARK	8,932.77	38,659.60
115608	9/8/2026 Voucher:	00002588	DELL MARKETING LP	10882889540	7/10/2026	DELL WORKSTATIONS AND LAPTOPS	45,778.95	45,778.95
115609	9/8/2026 Voucher:	00003695	DELUXE CORPORATION	19772027	4/15/2026	BLANK LASER STOCK CHECKS FOR AP	641.57	641.57
115610	9/8/2026 Voucher:	0015569	EMP: ARAGON, STEVEN	8/23/26-8/27/26	8/31/2026	8/24/26-8/27/26 PER TRAVEL & PER DIEM FO	1,686.83	1,686.83
115611	9/8/2026 Voucher:	0015568	EMP: TRAX, HARMONY	8/24/26-8/27/26	8/31/2026	8/24/26-8/27/26 PER TRAVEL & PER DIEM FO	1,597.95	1,597.95
115612	9/8/2026 Voucher:	0013810	EXECUTIVE MANAGEMENT, SECURITY INC	26-449	6/28/2026	6/14/2026-6/30/2026 SECURITY SERVICES FO	5,486.25	
				26-420	6/18/2026	5/31/26-6/13/2026 SECURITY SERVICES FOR	4,620.00	
				26-374	6/2/2026	5/17/2026-5/20/26 SECURITY SERVICES FOR	4,764.37	
				26-150	3/17/2026	2/22/26-3/7/26 SECURITY SERVICES FOR CIT	4,620.00	

				26-115	2/28/2026	2/8/26-2/21/26 SECURITY SERVICES FOR CIT	4,764.38	
				26-084	2/14/2026	1/25/26-2/7/26 SECURITY SERVICES FOR CIT	4,620.00	28,875.00
115613	9/8/2026	0014481	EYEMED	1000926184	8/5/2026	SAFETY GLASSES FOR JUVENAL SANCHEZ	207.97	207.97
	Voucher:							
115614	9/8/2026	00001988	FAIR HOUSING FOUNDATION	Q4-JUN 2026	8/3/2026	JUNE 2026 -7/1/25-6/30/26 - PROVIDE GNRL	4,858.84	4,858.84
	Voucher:							
115615	9/8/2026	00000619	FALCON FUELS, INC.	97443	7/14/2026	REGULAR UNLD 10% ETH -4244 SANTA ANA ST	11,694.65	
	Voucher:			97660	7/20/2026	REGULAR UNLD 10% ETH -4900 SOUTHEREN	5,585.50	
				97519	7/16/2026	REGULAR UNLD 10% ETH -8620 CALIFORNIA	31,219.64	48,499.79
115616	9/8/2026	0013912	FAST DEER BUS CHARTER, INC.	6979	6/19/2026	JUNE 2026 PICKUP FROM SG GIRLS CLUB TO S	2,530.00	
	Voucher:			6875	6/11/2026	JUNE 2026 RENTALS OF 56 PASSENGER BUS FO	2,760.00	
				6829	6/6/2026	JUNE 2026 RENTALS OF 56 PASSENGER BUS FO	1,840.00	7,130.00
115618	9/8/2026	0013758	FBT GIBBONS LLP	210687729	7/20/2026	JUNE 2026 - LEGAL SERVICES	4,940.79	
	Voucher:			210691111	7/20/2026	JUNE 2026 - LEGAL SERVICES	2,561.04	
				210691113	7/31/2026	JUNE 2026 - LEGAL SERVICES	4,552.50	
				210691114	7/20/2026	JUNE 2026 - LEGAL SERVICES	9,237.10	
				210691115	7/20/2026	JUNE 2026 - LEGAL SERVICES	18,597.00	
				210691116	7/20/2026	JUNE 2026 - LEGAL SERVICES	11,466.25	
				210691117	7/20/2026	JUNE 2026 - LEGAL SERVICES	2,106.00	
				210691118	7/20/2026	JUNE 2026 - LEGAL SERVICES	3,311.21	
				210687692	7/20/2026	JUNE 2026 - LEGAL SERVICES	72.25	
				210687695	7/20/2026	JUNE 2026 - LEGAL SERVICES	432.00	
				210687697	7/20/2026	JUNE 2026 - LEGAL SERVICES	540.00	
				210691119	7/20/2026	JUNE 2026 - LEGAL SERVICES	648.00	
				210691120	7/31/2026	JUNE 2026 - LEGAL SERVICES	68.00	
				210687033	7/20/2026	JUNE 2026 - LEGAL SERVICES	65,817.44	
				210687662	7/20/2026	JUNE 2026 - LEGAL SERVICES	216.00	
				210687664	7/20/2026	JUNE 2026 - LEGAL SERVICES	380.00	
				210687666	7/20/2026	JUNE 2026 - LEGAL SERVICES	30.00	
				210687668	7/20/2026	JUNE 2026 - LEGAL SERVICES	36.00	
				210687669	7/20/2026	JUNE 2026 - LEGAL SERVICES	5,508.00	
				210687670	7/20/2026	JUNE 2026 - LEGAL SERVICES	1,671.40	
				210687699	7/20/2026	JUNE 2026 - LEGAL SERVICES	36.00	
				210687704	7/20/2026	JUNE 2026 - LEGAL SERVICES	144.00	
				210687725	7/20/2026	JUNE 2026 - LEGAL SERVICES	36.00	
				210687726	7/20/2026	JUNE 2026 - LEGAL SERVICES	180.00	
				210687728	7/20/2026	JUNE 2026 - LEGAL SERVICES	5.00	
				210691250	7/20/2026	JUNE 2026 - LEGAL SERVICES	180.00	
				210691251	7/20/2026	JUNE 2026 - LEGAL SERVICES	720.00	
				210691252	7/20/2026	JUNE 2026 - LEGAL SERVICES	2,952.00	
				210691253	7/20/2026	JUNE 2026 - LEGAL SERVICES	684.00	
				210691254	7/20/2026	JUNE 2026 - LEGAL SERVICES	22,608.00	
				210687706	7/20/2026	JUNE 2026 - LEGAL SERVICES	360.00	
				210687671	7/20/2026	JUNE 2026 - LEGAL SERVICES	42.00	
				210687675	7/20/2026	JUNE 2026 - LEGAL SERVICES	108.00	
				210687676	7/20/2026	JUNE 2026 - LEGAL SERVICES	360.00	
				210687677	7/20/2026	JUNE 2026 - LEGAL SERVICES	42.00	
				210687678	7/20/2026	JUNE 2026 - LEGAL SERVICES	720.00	
				210687679	7/20/2026	JUNE 2026 - LEGAL SERVICES	1,592.00	
				210687682	7/20/2026	JUNE 2026 - LEGAL SERVICES	425.50	163,385.48
115619	9/8/2026	00002026	FEDERAL EXPRESS CORPORATION	9-345-96150	6/19/2026	JUNE 2026 SHIPPING TRACKING# 81855004730	20.68	
	Voucher:			9-355-47020	6/26/2026	JUNE 2026 - SHIP PD UNIT CLUSTER FOR REP	162.16	182.84
115620	9/8/2026	0014727	FEDEX	9-356-64570	6/26/2026	SHIPMENT POST PELLET B TESTING MATERIALS	38.97	
	Voucher:			9-326-47351	6/5/2026	SHIPMENT POST PELLET B TESTING MATERIALS	16.92	
				9-289-56311	5/6/2026	SHIPMENT POST PELLET B TESTING MATERIALS	24.64	80.53
115621	9/8/2026	0010237	FRONTIER COMMUNICATIONS	562-197-080526	8/5/2026	8/5/26 TO 9/4/26 INTERNET SERVICES FOR C	564.25	564.25
	Voucher:							

115622	9/8/2026 Voucher:	0014716	GANDDINI GROUP, INC	19878-3	4/9/2026	DEVELOPMENT OF THE TRAFFIC IMPACT	18,212.00	18,212.00
115623	9/8/2026 Voucher:	00000577	GATEWAY CITIES COG	FY26-27	7/27/2026	26-27 SOUTHEAST GATEWAY LINE CORRIDOR CI	10,000.00	10,000.00
115624	9/8/2026 Voucher:	0013614	GCP WW HOLDCO LLC, DBA SHOETERIA	INV3112004222	7/9/2026	SAFETY FOOTWEAR PROVIDER FOR SHOE VOUCHE	250.00	
				INV3022000588	7/15/2026	SAFETY FOOTWEAR FOR DANNY DURAN PARKS	131.50	
				INV3022000615	7/18/2026	SAFETY FOOTWEAR WILLIAM MARTINEZ PW	140.90	
				INV3102000277	7/26/2026	SAFETY FOOTWEAR FOR AUSTIN OBERO PW	175.64	
				INV3022000523	7/7/2026	SAFETY FOOTWEAR FOR TITO MONTANEZ	248.90	
				INV3152000304	7/10/2026	SAFETY FOOTWEAR FOR OCTAVIO GARCIA PW	250.00	
				INV3022000553	7/11/2026	SAFETY FOOTWEAR FOR JUAN GONZALEZ	250.00	
				INV3022000571	7/13/2026	SAFETY FOOTWEAR FOR ARMAND EUTSEY	169.07	
				INV3022000583	7/14/2026	SAFETY FOOTWEAR FOR GUILLERMO ESPINOZA	250.00	
				INV3112000409	7/6/2026	SAFETY FOOTWEAR FOR PHIL LUGO WATER DIV	85.46	
				INV3112004195	7/9/2026	SAFETY FOOTWEAR FOR JAIME MARTINEZ PARKS	183.15	
				INV3112000451	7/15/2026	SAFETY FOOTWEAR FOR MIKE HANKS P.W.	225.42	
				INV3012000263	7/17/2026	SAFETY FOOTWEAR FOR CESAR GODINEZ PW	150.28	
				INV3022000564	7/12/2026	SAFETY FOOTWEAR PROVIDER FOR SHOE VOUCHE	250.00	2,760.32
115625	9/8/2026 Voucher:	0015117	GENUINE GENERAL CONTRACTOR	2-8162	6/30/2026	8162 SAN LUIS AVE - NEIGHBORHOOD REVITAL	17,218.75	
				3-8162	6/30/2026	REF PO 9941 RETENTION RELEASE -8162 SAN	2,946.25	20,165.00
115626	9/8/2026 Voucher:	0012591	HD SUPPLY FACILITIES MAINTENAN	9247948494	4/10/2026	HARD HAT VENTED FULL BRIM STYLE	632.44	632.44
115627	9/8/2026 Voucher:	0009879	HDL COREN & CONE	SIN066467	7/31/2026	2025-26 ACFR STATISTICAL PACKAGE	795.00	795.00
115628	9/8/2026 Voucher:	00000268	HOME DEPOT CREDIT SERVICES	9360024	7/16/2026	STREET SUPPLIES	243.18	
				5040494	6/30/2026	STREET SUPPLIES	516.00	
				6363889	2/9/2026	GENERAL MAINTENANCE - MISC SUPPLIES	146.13	905.31
115629	9/8/2026 Voucher:	0014474	JAMEY CLARK INC.	77964	6/22/2026	5/20/26 PEFORM CERTIFIED PLAYGROUND AUDI	3,575.00	3,575.00
115630	9/8/2026 Voucher:	00000430	JOHN L. HUNTER AND ASSOCIATES,, INC.	SG1MS422605	7/2/2026	5/31/26 URBAN ORCHARD	487.50	
				SG1MS422606	7/9/2026	6/30/26 URBAN ORCHARD WATER QUALITY MONI	11,988.00	12,475.50
115631	9/8/2026 Voucher:	00003387	KNORR SYSTEMS, INC.	279963-ADJS	8/13/2025	POOL SUPPLIES	90.41	
				345853	7/23/2026	INSTALL TITAN POOL COVERS MAINTENANCE &	28,557.63	28,648.04
115632	9/8/2026 Voucher:	0007294	KOA CORPORATION	JC21195-22	4/24/2026	4/27/26 ENGINEERING SERVICES TRAFFIC IMP	22,664.00	
				00023055-18	6/17/2026	MAY 2026 PROFESSIONAL ENGINEERING SERVIC	4,387.50	27,051.50
115633	9/8/2026 Voucher:	00003540	LA COUNTY DEPT. OF PUBLIC WORK	26060807046	6/8/2026	MAY 2026 BRIDGE MAINTENANCE AT FIRESTONE	1,605.73	1,605.73
115634	9/8/2026 Voucher:	00001149	LAC/USC MEDICAL CENTER	0005	6/30/2026	SART EXAM FOR DR 26-06102	1,890.00	1,890.00
115635	9/8/2026 Voucher:	0005527	LEAD TECH ENVIRONMENTAL	17739	6/17/2026	8439 SAN MIGUEL AVENUE - LEAD & ASBESTOS	1,235.00	
				17351	11/20/2025	8157 STATE STREET A&B - LEAD & ASBESTOS	2,285.00	3,520.00
115636	9/8/2026 Voucher:	00003730	LEAGUE OF CALIFORNIA CITIES	4507	5/28/2026	07/01/26-06/30/27 LA COUNTY DIVISION	1,380.75	1,380.75
115637	9/8/2026 Voucher:	00004005	LEXIS NEXIS RISK SOLUTIONS	1100340207	7/31/2026	JULY 2026 AVCC ANNUAL SUBSCRIPTION FEE	1,468.13	1,468.13
115638	9/8/2026 Voucher:	0014756	LIBERTY DENTAL PLAN, OF CALIFORNIA, INC.	JULY 2026	7/12/2026	JULY 2026 : PAYMENT FOR ACTIVE EE'S - M	50.87	50.87
115639	9/8/2026 Voucher:	00003754	LIEBERT CASSIDY WHITMORE	327871	6/30/2026	6/30/26 PROFESSIONAL SERVICES GENERAL	130.50	130.50
115640	9/8/2026 Voucher:	0013343	LITTLEJOHN COMMUNICATIONS, INC	08012026	8/3/2026	JULY 2026 SERVICES FOR INMATE PHONE	100.00	100.00
115641	9/8/2026 Voucher:	00005125	LOS ANGELES COUNTY TAX COLLECT	FY25-26 6234-0	12/31/2025	6234-012-271 PROPERTY TAX 2025-1ST/2ND	57.34	
				FY25-26 6234-0	12/31/2025	6234-012-270 PROPERTY TAX 2025-1ST/2ND	32.34	89.68
115642	9/8/2026 Voucher:	0010128	LYNN PEAVEY COMPANY	429282	8/12/2026	500 KRAFT EVIDENCE BAGS	181.35	
				429214	8/11/2026	300 EVIDENCE BAGS 6X9	106.32	
				429136	8/10/2026	15 CUSTOM EVIDENCE SECURITY TAPE	334.26	621.93
115643	9/8/2026	0015395	MEEDER PUBLIC FUNDS, INC	JUNE 30 2026	7/21/2026	JUNE 30 2026 INVESTMENT ADVISORY SERVICE	4,836.37	4,836.37

	Voucher:							
115644	9/8/2026	0011448	MNS ENGINEERS, INC.	26070850	7/16/2026	5/25/26-6/28/26 PROFESSIONAL SERVICES FO	18,900.00	
	Voucher:			26071070	7/20/2026	6/30/26 DESIGN SERVICES DEMOLITION OF SA	6,847.75	
				26080437	8/6/2026	6/29/26-7/26/26 PROFESSIONAL SERVICES FO	2,700.00	28,447.75
115645	9/8/2026	0009426	MV CHENG & ASSOCIATES, INC.	7-31-2026B	8/3/2026	JULY 2026 PROFESSIONAL FINANCIAL AND ACC	9,265.00	9,265.00
	Voucher:							
115646	9/8/2026	00004969	NATIONAL READY MIXED CONCRETE	972313	4/2/2026	CONCRETE, SAND AND AGGREGATE MATERIALS	2,553.96	
	Voucher:			980444	6/25/2026	CONCRETE, SAND AND AGGREGATE MATERIALS	2,224.02	
				980306	6/24/2026	CONCRETE, SAND AND AGGREGATE MATERIALS	1,354.16	6,132.14
115647	9/8/2026	0011725	NEXTECH SYSTEMS, INC.	INV4145	6/24/2026	SPARE PEDESTRIAN CROSSING HARDWARE FOR T	12,587.38	12,587.38
	Voucher:							
115648	9/8/2026	0010281	NV5, INC.	529836	7/14/2026	JUNE 2026 CONSTRUCTION MANA INSPECTION S	2,545.00	
	Voucher:			532405	7/29/2026	JUNE 2026 SG PARK WELLS RESERVIOR	380.00	
				532398	7/29/2026	1/31/26 INSPECTION SERVICES FOR PERMIT #	8,060.00	
				535587	8/13/2026	JULY 2026 CONSTRUCTION MANAGEMENT AND IN	4,680.00	15,665.00
115649	9/8/2026	00001414	ODP BUSINESS SOLUTIONS, LLC	472901747001	6/23/2026	OFFICE SUPPLIES	294.48	
	Voucher:			471708588001	6/15/2026	OFFICE SUPPLIES	33.42	
				471709690001	6/10/2026	OFFICE SUPPLIES	251.47	
				471710500001	6/11/2026	OFFICE SUPPLIES	247.69	
				471710504002	6/10/2026	OFFICE SUPPLIES	251.47	
				471710505001	6/11/2026	OFFICE SUPPLIES	174.56	
				469769277001	6/29/2026	OFFICE SUPPLIES	30.94	
				469769277002	6/30/2026	OFFICE SUPPLIES	20.48	
				471827223001	6/23/2026	OFFICE SUPPLIES	61.65	
				471918756001	6/17/2026	OFFICE SUPPLIES	326.09	
				470808993001	6/18/2026	OFFICE SUPPLIES	291.47	
				471699568001	6/11/2026	OFFICE SUPPLIES	235.44	
				471700754002	6/17/2026	OFFICE SUPPLIES	39.26	
				471700756001	6/10/2026	OFFICE SUPPLIES	22.34	
				471702566001	6/11/2026	OFFICE SUPPLIES	507.91	
				470155546001	6/5/2026	OFFICE SUPPLIES	-16.71	
				471199715001	6/8/2026	OFFICE SUPPLIES	26.29	
				471199883001	6/4/2026	OFFICE SUPPLIES	28.45	
				471199886001	6/4/2026	OFFICE SUPPLIES	49.86	
				471199887001	6/4/2026	OFFICE SUPPLIES	54.80	
				466728471001	6/3/2026	OFFICE SUPPLIES	30.33	
				469934758001	6/16/2026	OFFICE SUPPLIES	141.43	
				472397740001	6/11/2026	OFFICE SUPPLIES	67.40	
				469150023001	6/11/2026	OFFICE SUPPLIES	75.13	
				467734635001	6/2/2026	OFFICE SUPPLIES	68.59	
				467754413001	6/4/2026	OFFICE SUPPLIES	8.22	3,322.46
115650	9/8/2026	0007984	O'REILLY AUTO PARTS	3063-227928	7/14/2025	JUNE 2026 AUTO PARTS	97.44	
	Voucher:			3063-233762	8/26/2025	AUTO PARTS	77.51	
				3063-257053	2/12/2026	AUTO PARTS	26.56	
				3063-227030	7/7/2025	AUTO PARTS	1,006.28	
				3063-245313	11/20/2025	AUTO PARTS	215.03	
				3063-248203	12/10/2025	AUTO PARTS	70.13	1,492.95
115651	9/8/2026	00004582	PARKHOUSE TIRE INC	1011089246	6/9/2026	TIRES FOR CITY VEHICLES	1,126.07	1,126.07
	Voucher:							
115652	9/8/2026	0010825	PD: BETETA, ISAAC	TNR 1373	8/18/2026	JUNE 2026 9.9.26-3.20.26 POST SUPERVISOR	964.25	964.25
	Voucher:							
115653	9/8/2026	0015559	PD: GONZALEZ, KAREN	TNR 1323	7/22/2026	05/4/26-5/30/26 PUBLIC SAFTEY DISPATCHER	571.80	571.80
	Voucher:							
115654	9/8/2026	0007846	PD: TEJEDA, JESUS	71526	7/30/2026	07/15/26-07/17/26 MILEAGE REIMBURSEMENT	181.41	181.41
	Voucher:							
115655	9/8/2026	0014927	PD: VALADEZ, LILIANA	TNR 1323	7/22/2026	5/4/26-5/30/26 PUBLIC SAFETY DISPATCHER	703.52	703.52
	Voucher:							

115656	9/8/2026 Voucher:	0009511	PD:PRADO FAMILY SHOOTING RANGE	7931	8/2/2026	7/29/26 SWAT FIREARMS TRAINING DAY	450.00	450.00
115657	9/8/2026 Voucher:	0015513	PEGASUS STUDIOS	1195	6/16/2026	JUNE 2026 PEGASUS STUDIOS - SB707 CONSUL	1,981.25	1,981.25
115658	9/8/2026 Voucher:	00004714	PETTY CASH- POLICE DEPT. -	5/30/26-6/10/26	8/18/2026	5/30/26-6/10/26 PETTY CASH PD JM	171.92	171.92
115659	9/8/2026 Voucher:	00003721	PLUMBERS DEPOT INC.	PD-61538	6/3/2026	JUNE 2026 SAFETY AND COMMUNICATION WIREL	3,267.13	3,267.13
115660	9/8/2026 Voucher:	0011466	PRINCIPAL LIFE INSURANCE CO.	JULY 2026	6/25/2026	JULY 2026 - PRINCIPAL DENTAL PPO ACTIVE	5,907.26	5,907.26
115661	9/8/2026 Voucher:	0015118	PRINTING NEST LLC	1010698	6/4/2026	Planning Division envelopes	768.61	
				1010866	8/17/2026	2" X 8" BLUE WITH WHITE BACKGROUND	38.76	
				1010774	7/9/2026	ENVELOPES WITH WINDOW & SECURITY TINT	716.38	1,523.75
115662	9/8/2026 Voucher:	0006933	PSYCHOLOGICAL CONSULTING ASSOC	90038-OIS	12/16/2025	JUNE 2026 60 MINS POST TRAUMA COUNSELING	1,300.00	
				902781_THERA	5/25/2026	INDIVIDUAL PSYCHOTHERAPY	289.00	
				902676-THERA	3/31/2026	INDIVIDUAL PSYCHOTHERAPY SESSION	289.00	
				90057_case ma	12/29/2025	DEC 2025 60 MINS CASE MGMT - RTW CASE MG	175.00	
				90015-OIS F/U	12/16/2025	DEC 2025 60 MINS POST TRAUMA COUNSELING	606.00	
				900745_THERA	6/19/2025	APR 2025 60 MIN SESSION INDIV. PSYCHOTHE	578.00	
				900960_THERA	12/30/2025	DEC 2025 60 MINS POST TRAUMA COUNSELING	289.00	
				902685	4/21/2026	PSYCHOLOGICAL CONSULTING FOR PD	462.00	
				90092-OIS	12/30/2025	DEC 2025 60 MINS POST TRAUMA COUNSELING	404.00	4,392.00
115663	9/8/2026 Voucher:	0012784	R&R INDUSTRIES, INC	712629	4/9/2026	RAIN JACKETS FOR STREET DIVISION	942.63	942.63
115664	9/8/2026 Voucher:	0013627	RED WING BRANDS OF AMERICA INC	2026081010969	8/10/2026	7/10/26-8/10/26 SAFETY FOOTWEAR FOR CITY	6,176.47	6,176.47
115665	9/8/2026 Voucher:	00004804	RIO HONDO COMMUNITY COLLEGE	X26-35-ZSGT	7/2/2026	PRE-ACADEMY FEES-CLASS 220	55.83	
				S26-308-ZSGT	6/12/2026	DRIVER TRAINING FOR TWO OFFICERS	50.00	
				X24-140-ZSGT	8/8/2026	DRIVER TRAINING CLASS OF TWO OFFICERS	50.00	
				X24-133-ZSGT	8/8/2026	832 LAWS OF ARREST COURSE TWO EMPLOYEES	237.10	
				x24-135-zsgt	8/8/2024	REQUALIFICATION COURSE ACADEMY FEES	469.00	861.93
115666	9/8/2026 Voucher:	0007826	RON'S MAINTENANCE, INC.	1549	6/23/2026	ANNUAL CITYWIDE CATCH BASIN MAINTENANCE	29,435.00	29,435.00
115667	9/8/2026 Voucher:	00004823	SAN BERNARDINO COUNTY HR	GT-142-2026	8/6/2026	26/27 RENEWAL WRIB TESTING SERVICE	3,157.97	3,157.97
115668	9/8/2026 Voucher:	00004834	SECURITY SIGNAL DEVICES SYSTEM	S-01156520	10/20/2025	JUNE 2026 PW CORPORATE YARD DOOR HARDWAR	2,390.12	
				R-00646913	4/1/2026	JUNE 2026 ALARM SERVICES RECURRING	7,564.47	
				R-00621501	11/6/2025	JUNE 2026 ANNUAL SERVICE CONTRACT PUBLIC	86.94	10,041.53
115669	9/8/2026 Voucher:	0015439	SEHI COMPUTER PRODUCTS INC	100306889	8/18/2026	CISCO DUO SUBSCRIPTION AND TOKENS FOR MF	5,800.00	5,800.00
115670	9/8/2026 Voucher:	00004857	SMITH FASTENER COMPANY	0058381	6/17/2026	SPECIALITY HARDWARE	146.63	146.63
115671	9/8/2026 Voucher:	00003760	SOUTH BAY FOUNDRY	0254556	6/9/2026	JUNE 2026 MANHOLE LIDS REPLACEMENTS	7,256.34	7,256.34
115672	9/8/2026 Voucher:	00004921	TARGET SPECIALTY PRODUCTS INC	INVP502127057	4/16/2026	PESTICIDES	139.34	139.34
115673	9/8/2026 Voucher:	0009039	TETRA TECH INC	52617301	7/20/2026	JUNE 2026 DESIGN SERVICES FOR PFAS SYSTE	23,481.00	23,481.00
115674	9/8/2026 Voucher:	00003851	THOMSON REUTERS	853926338	8/1/2026	JULY 2026 ONLINE/SOFTWARE SUBSCRIPTION	759.00	759.00
115675	9/8/2026 Voucher:	0009355	T-MOBILE USA, INC.	L2607290012	7/29/2026	INVESTIGATIVE SERVICES-TIMING ADVANCE DR	115.00	115.00
115676	9/8/2026 Voucher:	0010265	UNITED PACIFIC SERVICES, INC.	26-0613-2	6/13/2026	JUNE 2026 PARKS TREE MAINTENANCE	10,575.00	10,575.00
115677	9/8/2026 Voucher:	0010265	UNITED PACIFIC SERVICES, INC.	1081-1	6/6/2026	ANNUAL TREE MAINTENACE- YR 3 OF 4 CITY P	9,970.00	9,970.00
115678	9/8/2026	00004975	US ARMOR	53330	7/29/2026	VESTS	943.64	943.64

	Voucher:							
115679	9/8/2026	0012679	VECTORUSA	106863	5/1/2026	VECTORUSA CORE NETWORK UPGRADE	9,448.40	
	Voucher:			107603	7/26/2026	HPE FOUNDATION CARE RENEWAL FOR CITY HAL	27,470.25	36,918.65
115680	9/8/2026	00000028	WATER REPLENISHMENT DISTRICT	MONTH ENDIN	6/30/2026	JUNE 2026 MONTHLY PRODUCTION (AF) ASSESS	115,747.30	
	Voucher:			CBCC_0065	7/30/2026	CARRYOVER CONVERSION TO STORAGE 2025-26	3,405,000.00	3,520,747.30
115681	9/8/2026	0010471	WEBSTER'S BEE'S REMOVAL SRVC	3194	6/8/2026	JUNE 2026 BEE REMOVAL SERVICE	285.00	285.00
	Voucher:							
115682	9/8/2026	00000032	WEST COAST MAILERS	12323	7/9/2026	04/17/26 - 05/19/26 - WA BILLS CYC1	3,425.83	
	Voucher:			12321	7/9/2026	06/01/26 - 06/30/26 - WA BILLS CYC 10	195.68	
				12320	7/9/2026	05/14/26 WA BILLS CYC 7	2,520.75	
				12322	7/9/2026	05/06/26 - 06/04/26 - WA BILLS CYC 5	2,902.29	
				12324	7/9/2026	05/14/26 WA BILLS CYC 7	2,741.20	11,785.75
115683	9/8/2026	00001280	WILLDAN	00341876	1/20/2026	1/2/2026 PROJECT MANAGEMENT SUPPORT	28,900.00	
	Voucher:			00627620	4/26/2026	3/29/24 8830 GARFIELD AVE. POLLO CAMPERO	3,604.00	
				0031595A	11/20/2025	10/31/25 PROJECT MANAGEMENT SUPPORT	33,150.00	
				00341770B	12/12/2025	11/28/25 AS NEEDED ENGINEERING CIP SUPPO	4,675.00	
				00342067	2/18/2026	1/30/26 AS NEEDED ENGINEERING CIP SUPPOR	3,995.00	
				00342072	2/18/2026	JAN 2026 PROJECT MGMT SUPPORT THROUGH 1/	908.00	
				00632608	6/10/2026	5/26/26 TENTATIVE TRACT MAP NO. 84210	420.00	
				00341770A	12/12/2025	11/28/25 PROJECT MANAGEMENT SUPPORT	425.00	
				00342904	7/16/2026	JUNE 2026 PROJECT MGMT SUPPORT THOUGH 6.	37,740.00	
				00341599	11/20/2025	OCT 2025 AS NEEDED ENGINEERING CIP SUPPO	595.00	
				00342069	2/18/2026	JAN 2026 AS NEEDED ENGINEERING CIP SUPPO	2,465.00	
				00341598	11/20/2025	OCT 2025 AS NEEDED ENGINEERING CIP SUPPO	170.00	
				00341879	1/20/2026	OCT 2025 AS NEEDED ENGINEERING CIP SUPPO	3,230.00	
				00341595B	11/20/2025	OCT 2025 AS NEEDED ENGINEERING CIP SUPPO	850.00	
				00342227	3/18/2026	FEB 2026 PROJECT MANAGEMENT SUPPORT	31,620.00	
				00341455	10/21/2025	SEP 2025LOT LINE ADJSTMNT AT 8600 RHEEN	637.50	153,384.50
115684	9/8/2026	00000062	ZIEGLER'S HARDWARE& SUPPLY,INC	7525	7/13/2026	JUNE 2026 MISC HARDWARE	4.41	4.41
	Voucher:							

Sub total for BANK OF THE WEST: 4,668,662.23

102 checks in this report.

Grand Total All Checks: 4,668,662.23

WARRANT REGISTER FOR COUNCIL MEETING 09/08/2026

apChkLst
08/31/2026 11:15:29AM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3185	8/27/2026	00004836	SEIU LOCAL 721 CTW CLC-2	Ben388856	8/27/2026	SEIU DUES: PAYMENT	2,737.74	2,737.74
	Voucher:							
3186	8/27/2026	00002370	INTERNAL REVENUE SERVI(	Ben388858	8/27/2026	MEDICARE: PAYMENT	156,948.89	156,948.89
	Voucher:							
3187	8/27/2026	00000343	PUBLIC EMPLOYEES RETIRI	Ben388860	8/27/2026	REDEPOSIT/WITHDRAWN CONT	274,070.89	274,070.89
	Voucher:							
3188	8/27/2026	00001186	EMPLOYMENT DEVELOPME	Ben388862	8/27/2026	SDI: PAYMENT	57,862.46	57,862.46
	Voucher:							
3189	8/27/2026	00000004	NATIONWIDE RETIREMENT :	Ben388864	8/27/2026	DEF COMP NATIONWIDE: PAYME	55,235.98	55,235.98
	Voucher:							
3190	8/27/2026	00004996	SEIU-COPE LOCAL 721, LA/C	Ben388866	8/27/2026	SEIU- COPE LOCAL 721 DEDUCT	126.01	126.01
	Voucher:							
3191	8/27/2026	00004988	CHILD SUPPORT ON-LINE, S	Ben388868	8/27/2026	CHILD SUPPORT-ONLINE: PAYMI	340.13	340.13
	Voucher:							

Sub total for BANK OF THE WEST: 547,322.10

7 checks in this report.

Grand Total All Checks: 547,322.10

WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 09/08/2026

TOTAL PART I -PREPAID CHECKS 08/19/26		580,394.12
TOTAL PART II -REISSUE 8/19/26		1,350.00
TOTAL PART III -PAYROLL- RELATED CHECKS 08/27/26		3,625.45
TOTAL PART IV- PREPAID CHECKS 08/26/26		14,864.67
TOTAL PART V -REISSUE 8/27/26		77,373.76
TOTAL PART VI- ACCOUNTS PAYABLE CHECKS		4,668,662.23
TOTAL PART VII-PAYROLL- RELATED WIRE TRANSFERS		547,322.10
	SUB - TOTAL	5,893,592.33
LESS: VOIDS		
LESS: EMPLOYEE PAYROLL DEDUCTIONS		(368,269.98)
	GRAND TOTAL	5,525,322.35

SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION

Warrant Number 115561 to Warrant Number 115684 inclusive, plus WireTransfers and EFTs totaling $13,959,024.47 as listed on the accompanying Accounts Payable Warrant Register of Sep 09, 2026 are approved as presented, with the exception of the following voided and replacement warrants:

Voided Check Number	Vendor	Check Date	Amount	Reason for Void or Replacement
115617	FTB GIBBONS	9/8/2026	$ -	A PORTION OF THE REMITTANCE DETAIL FOR THE VENDOR CARRIED OVER TO CHECK# 115618
	TOTAL OF VOIDED CHECKS		$ -	
original ck #	REPLACEMENT CHECKS			
	* TOTAL OF REPLACEMENT CHECKS		$ -	

* Replacement checks reported in previous warrant registers have no impact to the grand total.

9/1/26
ACCOUNTING AND FINANCE MANAGER

9/2/26
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on SEP 9, 2026 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.