SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, November 11, 2025 at 6:30 p.m.

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

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

City Officials

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

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

1. VIEW THE MEETING LIVE ONLINE AT: https://youtube.com/@SouthGateCA90280
Please allow up to 24 hours after the meeting for the archive to be available.
2. PARTICIPATE BEFORE THE MEETING by emailing the City Clerk at: yglaze@sogate.org no later than 4:00 p.m. on the day of the meeting. Please write "Public Comment" in the subject line.
3. ATTEND THE MEETING IN PERSON
***The disruption in service of any alternative method does not 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: Maria Davila, Mayor

INVOCATION: Steve Costley, Director of Parks & Recreation

PLEDGE OF ALLEGIANCE: Jon Hamilton, Director of Human Resources

ROLL CALL: Yodit Glaze, City Clerk

Presentations

1. City's Budget and Fiscal Future

The City Council will consider receiving and filing a presentation on the City's Budget and Fiscal Future. (AS)

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 **2, 3, 4, 5, 6, and 7** 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.

2. Ordinance: Reducing Citizen's Advisory Committee From 20 to 10 Appointed Members

The City Council will consider: (CD)

a. Introducing an Ordinance amending Section 1.25.020 (Membership) of Chapter 1.25 (Citizens' Advisory Committee), of Title 1 (Administration and Personnel), of the South Gate Municipal Code to reduce the number of appointed committee members to ten (10) entitling each Council Member to appoint two (2) committee members from among qualified residents of the city who are eighteen years of age or older. Before taking office, each committee member shall be confirmed by a majority vote of the City Council.

Documents:

Item 2 Report 11112025.pdf

3. Amendment No. 3 to Contract No. 2023-130-AC for As-Needed Professional Services Agreement with Willdan Engineering, Inc.

The City Council will consider: (PW)

a. Approving Amendment No. 3 to Contract No. 2023-130-AC with Willdan Engineering, Inc., through November 30, 2025;

b. Approving use of Housing Authority administrative funds for as-needed services totaling $61,000; and

c. Authorizing the Mayor to execute the Agreements in a form acceptable to the City Attorney.

Documents:

Item 3 Report 11112025.pdf

4. Approve Change Order No. 8 to Contract No. 2024-100-CC with Vortex Services LLC., for the Construction of the Sewer Lining Project, #709-SW – Change Order

The City Council will consider: (PW)

a. Approving Contract Change Order 8 to Contract No. 2024-100-CC ("Agreement") with Vortex Services, LLC, dba Sancon Technologies, to rehabilitate 24 manholes at various locations under the Sewer Lining Project, City Project No. 709-SW, in the amount of $133,800; and

b. Authorizing the Assistant City Manager/Director of Public Works to execute Contract Change Order No. 8.

Documents:

Item 4 Report 11112025.pdf

5. Professional Services Agreement with SA Associates, Inc. to Prepare Design and Construction for Firestone Blvd. Pipeline Replacement Project, City Project No. 737-WTR

The City Council will consider: (PW)

a. Approving a Professional Services Agreement with SA to prepare design and construction documents for the Firestone Boulevard Pipeline Replacement Project, City Project No. 737-WTR, for an amount not to exceed $356,000;

b. Appropriating $100,000 in Water Funds to fully fund the budget for the Firestone Boulevard Pipeline Replacement Project, City Project No. 737-WTR;

c. Authorizing the City Manager to approve and execute amendments up to a cumulative amount of $100,000; and

d. Authorizing the Mayor to execute the Agreement in a form acceptable to the City

Attorney.

Documents:

Item 5 Report 11112025.pdf

6. Agreement with O.C. Vacuum, Inc. to Provide Specialized Operation and Maintenance Services for the Storm Water Diversion System Located at the Urban Orchard Park

The City Council will consider: (PW)

a. Approving an Agreement with C. Vacuum, Inc. to provide operations and maintenance services for the storm water diversion system located at the Urban Orchard Park, for a three-year term, for an amount not to exceed $450,000, or $150,000 per year;

b. Authorizing the City Manager to approve and execute amendments for a cumulative amount of $100,000;

c. Authorize the transfer of $190,000 in Measure W Funds from the Fiscal Year 2025/26 Capital Improvement Program, Urban Orchard Project budget to the Fiscal Year 2025/26 Operating Public Works Budget to fund first year services and contingency funds; and

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

Documents:

Item 6 Report 11112025.pdf

7. Attorney Fee Agreement with Outside Counsel

The City Council will consider: (CM)

a. Approving Attorney Retainer Agreement with the law firm of (1) Liebert Cassidy Whitmore; (2) Aleshire & Wynder; (3) Lewis Brisbois: (4) Rothans, Carpenter & Dumont; and Frost Brown Todd LLP to continue to provide legal services to the City related to consulting, representational and legal services and

b. Authorize the City Manager to execute such agreements in a form acceptable to the City Attorney.

Documents:

Item 7 Report 11112025.pdf

Reports, Recommendations And Requests

8. Appointment to the Board of Trustees of the Greater Los Angeles County Vector Control District

The City Council will consider: (CM)

a. Appointing a Council Member to the Greater Los Angeles County Vector Control Board for a 2 or 4-year term of office commencing on January 5, 2026. The appointment requires a majority vote of the City Council.

Documents:

Item 8 Report 11112025.pdf

9. Warrant Register for November 11, 2025

The City Council will consider: (ADMIN SRVS)

a. Approving the Warrant Register for November 11, 2025.

Total of Checks:	$4,507,831.68
Less: Voids	$ (0.00)
Less: Employee Payroll Deductions	$ (537,001.19
Grand Total:	$3,970,830.49

Cancellations: None

Documents:

Item 9 Report 11112025.pdf

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on November 6, 2025, at 5:05 p.m., as required by law.

Yodit Glaze
City Clerk

GENERAL NOTICE TO THE PUBLIC

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

MEETING SCHEDULE

Regular meetings of the City Council are held on the second and fourth Tuesday of each month, closed session meetings will commence at 5:30 p.m. unless posted otherwise on its agenda. The regular City Council meetings will commence at 6:30 p.m. Agendas are available at the following locations: City Clerk

Office, Public Notice Boards at City Hall, and on the City's web page at https://www.cityofsouthgate.org

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

PUBLIC COMMENT/PARTICIPATION

Any person may request to address a legislative body during a public meeting. The Presiding Officer will call upon those present in the Council Chambers.

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.

Item No. 2

Office of the
South Gate City Clerk

NOV 05 2025

FILED

@ 12:15pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 11, 2025**
Originating Department: **Community Development**

Department Head: *Gabriel Perez* ***City Manager:*** *Rob Houston*

SUBJECT: ORDINANCE REDUCING CITIZENS' ADVISORY COMMITTEE FROM 20 TO 10 APPOINTED MEMBERS

PURPOSE: To introduce an Ordinance amending the number of appointments to the Citizens' Advisory Committee ("CAC") from 20 members to 10 members appointed by the City Council.

RECOMMENDED ACTIONS: The City Council will consider introducing an Ordinance amending Section 1.25.020 (Membership) of Chapter 1.25 (Citizens' Advisory Committee), of Title 1 (Administration and Personnel), of the South Gate Municipal Code to reduce the number of appointed committee members to ten (10) entitling each Council Member to appoint two (2) committee members from among qualified residents of the city who are eighteen years of age or older. Before taking office, each committee member shall be confirmed by a majority vote of the City Council.

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FISCAL IMPACT: CAC members receive a stipend of $25 per meeting. The reduction of members from 20 to 10 will yield a savings of $250 per meeting.

ANALYSIS: The City Council is being asked to provide direction as to whether an ordinance should be presented for consideration to change the membership number of the advisory body.

Should the City Council approve the introduction and adopt the Ordinance, it would be effective in December 2025. At that time, City Council Members would be asked to submit their nominees to be agendize for City Council approval. The goal would be to convene the first meeting of the new Commission in time to consider the Community Development Block Grant ("CDBG") awards for FY2026-27.

BACKGROUND: The CAC is an advisory committee to the City Council. The City Council, by state law, is the responsible legislative body in matters relating to the annual action plan process. The CAC is involved in the development of the annual action plan and the development and/or review of all elements pertaining to the planning and preparation of the CDBG Program. The committee assesses community development needs and reviews community objectives whenever deemed necessary and provides recommendations on the use of CDBG funds to the City Council.

The CAC currently meets on an as-needed basis (meeting up to six (6) times a year) and is comprised of 20 members appointed by the City Council. In recent years, filling all committee seats has proven challenging, and achieving a quorum for meetings has also been an ongoing issue. Staff recommend reducing the number of CAC members to improve the manageability of appointments and to increase the likelihood of reaching a quorum for future meetings.

ATTACHMENT: Proposed Ordinance

ORDINANCE NO._____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING SECTION 1.25.020 (MEMBERSHIP) OF CHAPTER 1.25 (CITIZENS' ADVISORY COMMITTEE) OF TITLE 1 (ADMINISTRATION AND PERSONNEL) OF THE SOUTH GATE MUNICIPAL CODE REDUCING THE NUMBER OF APPOINTED COMMITTEE MEMBERS TO TEN (10) AND ENTITLING EACH COUNCIL MEMBER TO APPOINT TWO (2) MEMBERS TO THE COMMITTEE

WHEREAS, the Citizens' Advisory Committee ("CAC") is an advisory committee to the City Council;

WHEREAS, filling all committee seats has proven challenging, and achieving a quorum for meetings has also been an ongoing issue;

WHEREAS, the South Gate Municipal Code, Section 1.25.020 (Membership) provides for twenty members to be appointed by the City Council entitling each Council Member to appoint four members from among qualified residents of the City who are eighteen years of age or older; and

WHEREAS, the City Council wishes to reduce the number of committee members to a total of ten (10) to improve the manageability of appointments and to increase the likelihood of reaching a quorum for future meetings.

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

SECTION 1. The City Council does hereby declare that the above recitals are true and current and incorporated herein by reference, and does hereby determine that the public health, safety, and general welfare of the City and residents can benefit by amending Section 1.25.020 (Membership) of the South Gate Municipal Code.

SECTION 2. Section 1.25.020 (Membership) of Chapter 1.25 (Citizens' Advisory Committee) of Title 1 (Administration and Personnel) of the City of South Gate Municipal Code is hereby amended to read as follows:

Section 1.25.020 Membership

The citizens' advisory committee shall consist of ten members. Each city council member shall be entitled to appoint two committee members from among qualified residents of the city who are eighteen years of age or older. Before taking office, each committee member shall be confirmed by a majority vote of the city council.

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

SECTION 4. To the extent the provisions of the South Gate Municipal Code, as amended by this Ordinance, are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 5. The City Manager and his designees are hereby authorized and directed to take all other actions which they deem reasonably necessary to carry out the intent of this Ordinance.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of the same to be published in a manner prescribed by law.

PASSED, APPROVED and **ADOPTED** this _____ day of _____ **2025.**

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: DRAFT _____
Raul F. Salinas, City Attorney

Item No. 3

Office of the
South Gate City Clerk

NOV 06 2025

FILED

1:53pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 11, 2025**
Originating Department: **Community Development**

Department Director: Gabriel Perez ***City Manager:*** Rob Houston

SUBJECT: AMENDMENT NO. 3 TO CONTRACT NO. 2023-130-AC FOR AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING, INC.

PURPOSE: To approve an amendment to the as-needed professional services with Willdan Engineering, Inc., extending the contract term through November 30, 2025.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 3 to Contract No. 2023-130-AC with Willdan Engineering, Inc., through November 30, 2025;
b. Approving use of Housing Authority administrative funds for as-needed services totaling $61,000; and
c. Authorizing the Mayor to execute the Agreements in a form acceptable to the City Attorney.

FISCAL IMPACT: The proposed additional contract amount of $61,000 will be funded by the Housing Authority of the City of South Gate administrative funds. Fees will be incurred based on the services provided and agreed-upon rates.

Position	Contract Amount
Housing Authority (Special Revenue)	$61,000
Housing Inspector (1 FTE)	
Total	**$61,000**

BACKGROUND: City staff requests approval of the proposed amendment to extend services provided by Willdan Engineering, Inc. ("Willdan") to assist the Housing Authority of the City of South Gate with required housing inspections. These inspections are necessary to comply with regulations and to ensure timely project delivery.

Willdan's original contract for $50,000 was approved on September 6, 2023, to provide services related to code enforcement. Contract Amendment No. 1, in the amount of $175,000 was approved on November 14, 2023, following the unexpected termination of a third-party code enforcement

provider's contract.

ANALYSIS: Willdan currently provides essential services to the City of South Gate ("City") through the Housing Authority. These services include Section 8 housing inspections.

The proposed amendment allocates funding for services already provided by Willdan in support of Section 8 housing inspections. Willdan's continued involvement has been essential in maintaining compliance with HUD regulatory standards—particularly during the interim period as the City works to fill the vacant Housing Inspector position.

Staff conducted an analysis and determined that hiring a full-time Housing Inspector would be more cost-effective than continuing with contracted inspection services, resulting in an annual cost savings of $64,416.47. The City is actively recruiting for this role and anticipates concluding Willdan's services upon the successful onboarding of a full-time Housing Inspector.

ATTACHMENTS:
A. Amendment No 3 to Contract No. 2023-130-AC -Willdan
B. Amendment No. 2 to Contract No. 2023-130-AC - Willdan
C. Amendment No. 1 to Contract No. 2023-130-AC - Willdan
D. Original Contract No. 2023-130-AC - Willdan

AMENDMENT NO. 3 TO CONTRACT NO. 2023-130-AC FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SOUTH GATE AND WILLDAN ENGINEERING, INC.

This Amendment No. 3 for Professional Services for staff augmentation ("Agreement") is made and entered into on November 11, 2025, by and between the City of South Gate, a municipal corporation ("City"), and Willdan Engineering, Inc. a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on September 6, 2023, the City Manager approved Contract No. 2023-130-AC with Consultant to provide certain services relating to Code Enforcement in an amount not to exceed Fifty Thousand Dollars ($50,000) and

WHEREAS, on November 14, 2023, the City Council approved Amendment No. 1, retroactively effective October 1, 2023, to continue providing as-needed services to Community Development Department, in an amount not to exceed $175,000, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement to a sum of Three-Hundred Thousand Dollars ($225,000).

WHERAS, on October 8, 2024, the City Council approved Amendment No. 3 to Contract No. 2023-130-AC, to continue providing as-needed services to the Community Development Department for the period up to April 30, 2025, in an amount not to exceed Four Hundred Thousand Dollars ($400,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement to the sum of Six Hundred Twenty-Five Thousand Dollars ($625,000).

WHERAS, City and Consultant desire to execute Amendment No. 3 to Contract No. 2023-130-AC, to continue providing as-needed services to the Community Development Department for the period up to November 30, 2025, in an amount not to exceed Sixty One Thousand Dollars ($61,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement to the sum of Six Hundred Eighty-Six Thousand Dollars ($686,000).

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT.

1.1 TERM OF AGREEMENT.
Consultant agrees to extend its services from April 30, 2025, until November 30, 2025, unless otherwise terminated in accordance with the terms of this Agreement.

1.2 COMPENSATION FOR SERVICES.

The total amount of compensation for this Agreement shall not exceed the sum of **Six Hundred Eighty-Six Thousand Dollars ($686,000)** as described in Consultant's proposals attached hereto as Exhibit "A." The City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Community Development Director or her designee.

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

3. **EFFECTIVE DATE.** The effective date of this Agreement is November 11, 2024, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: DRAFT _____
Raul F. Salinas, City Attorney

Willdan Engineering, Inc.

By: _____
Patrick Johnson,
Director of Building and Safety

Dated: _____

AMENDMENT NO. 2 TO CONTRACT NO. 2023-130-AC FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SOUTH GATE AND WILLDAN ENGINEERING, INC.

This Amendment No. 2 for Professional Services for staff augmentation ("Agreement") is made and entered into on October 8, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Willdan Engineering, Inc. a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on September 6, 2023, the City Manager approved Contract No. 2023-130-AC with Consultant to provide certain services relating to Code Enforcement in an amount not to exceed Fifty Thousand Dollars ($50,000) and

WHEREAS, on November 14, 2023, the City Council approved Amendment No. 1, retroactively effective October 1, 2023, to continue providing as-needed services to Community Development Department, in an amount not to exceed $175,000, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement to a sum of Three-Hundred Thousand Dollars ($225,000).

WHERAS, City and Consultant desire to execute Amendment No. 2 to Contract No. 2023-130-AC, to continue providing as-needed services to the Community Development Department for the period up to April 30, 2025, in an amount not to exceed Four Hundred Thousand Dollars ($400,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement to the sum of Six Hundred Twenty-Five Thousand Dollars ($625,000).

NOW, THEREFORE, the Parties hereby agree as follows:

1. **MODIFICATION TO AGREEMENT.**

   1.1 **TERM OF AGREEMENT.**
   Consultant agrees to extend its services for six (6) months up to, and including April 30, 2025, unless otherwise terminated in accordance with the terms of this Agreement.

   1.2 **COMPENSATION FOR SERVICES.**
   The total amount of compensation for this Agreement shall not exceed the sum of **Six Hundred Twenty-Five Thousand Dollars ($625,000)** as described in Consultant's proposals attached hereto as Exhibit "A." The City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Community Development Director or her designee.

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

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

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: 11-7-24

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

Willdan Engineering, Inc.

By: _____
Vanessa Munoz, President

Dated: 10/21/2024

EXHIBIT A

WILLDAN Engineering

September 11, 2024

Ms. Meredith Elguira
Director of Community Development
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: Code Enforcement Program Analysis, Development, Implementation, Training, and Preparation of a Policy and Procedures Manual (Estimated Timelines and Costs)

Dear Ms. Elguira:

Based upon our recent video discussion with you and your Building Official, William Campana, Willdan Engineering (Willdan) has taken the comments from our meeting and consolidated them into an estimate of times to perform tasks along with projected costs. We are hopeful that this document provides South Gate with an understanding of what we believe each task will involve and the costs associated with those tasks; this document is intended to be an addendum to our previous letter proposal of August 5, 2024.

Please review these projections and let us know if any additional information is needed to assist in making this important decision.

All the best,

Sincerely,
WILLDAN ENGINEERING

Albert Brady, CBO
abrady@willdan.com

Scope of Work

Contract Code Services

This project aims to enhance the City of South Gate's Code Enforcement program through comprehensive analysis, development, implementation, training, and preparation of a policy and procedures manual. Willdan staff will execute the project in coordination with the City's Community Development Director.

Deliverable No. 1 (Program Analysis)

1. Background Analysis Phase (performed in Willdan Offices)

- **Website Review:**
  - Conduct an initial review of the City's website related to code enforcement.
  - Identify opportunities for enhancing user accessibility and information dissemination through the City's Website.
  - Review other Code Enforcement Websites for "best of practice" comparison.
  - **Time estimate: *4 hours***
- **Communication Technology Assessment:**
  - Review all communication equipment City personnel use (phones, cellphones, tablets, laptops) (South Gate to provide a comprehensive list of these items to Willdan).
  - Assess the potential for enhancing efficiency through technological upgrades and provide recommendations for equipment changes or upgrades.
  - Review other Code Enforcement Operations for "best of practices" communication equipment comparison.
  - ***Time estimate: 4 hours***
- **Operational Review:**
  - Examine all administrative regulations, policies, procedures, fee schedules, and record retention policies related to Code Enforcement Operations (South Gate to provide all these items to Willdan).
  - Analyze reports on revenue, inspections, code enforcement cases, citations, productivity, and backlog (South Gate to provide all these items to Willdan) and provide recommendations.
  - ***Time estimate: 80 hours***
- **Municipal Code Review:**
  - Review the City's Municipal Code and applicable laws and statutes (South Gate can either provide these documents to Willdan or direct us to the correct location of the Municipal Code on the City's Website).
  - Provide recommendations for legislative improvements and updates based on best practices statewide.
  - ***Time estimate: 32 hours***
- **Document and Process Analysis:**
  - Conduct an initial analysis of all City forms, notices, letters, and citations (civil or criminal)(South Gate to provide all these items to Willdan).
  - Review the fee collection process and analyze methodologies used for resolving code matters (South Gate to provide all these items to Willdan).
  - Willdan to create recommendations for program improvement in the use of forms and fee collection areas.
  - ***Time estimate: 60 hours***

Upon receipt of these requested items, Willdan will complete a review and provide written recommendations for program improvement.
Time to complete: 180 hours **Cost: $25,200**

2. Onsite Analysis Phase

- **Stakeholder Engagement:**
  - Meet with department staff to gather insights on issues, concerns, goals, and suggestions for program improvement.
  - ***Time Estimate: 8 hours***
- **Skill Assessment of field and supervisory staff**
  - Conduct field investigations and inspections with South Gate Code Enforcement staff members to understand their field practices and needs for training.
  - Compile notes regarding each staff member which will be used to create training guidelines.
  - ***Time estimate: 32 hours***

Time to complete: 40 hours **Cost: $5,600**

Total Cost for Deliverable No. 1: $30,520

Deliverable No. 1 to be completed within 60 days of contract award.

Following the office and onsite review sections of this project, the Willdan team will meet with the South Gate management team to review our findings and discuss the next steps. An outline of those recommended next steps is detailed below.

Deliverable No. 2 (Program Development & Implementation)

1. Development Phase

- **Process Improvement, Policy and Procedures Update/Creation:**
  - Develop enhanced operational procedures based on analysis findings.
  - Integrate technology solution recommendations to improve communication and efficiency.
  - Prepare a comprehensive manual outlining updated policies and procedures.
  - Develop a South Gate-specific training program to address "gaps" in the knowledge and expertise of Code Enforcement team members.
  - Ensure alignment with legal requirements and best practices in code enforcement.

Time to complete: 160 hours **Cost: $22,400**

2. Training Phase:

- **Comprehensive Training Program:**
  - Conduct training sessions for City personnel, covering:
    - Conducting thorough inspections.
    - Investigative techniques and proper documentation.
    - Mastering public contact and case resolution techniques.
    - Officer safety principles and efficiency techniques.
    - Review of the abatement, civil citation, and criminal complaint processes.
- **Supervisory Training**

Time to complete: 100 hours **Cost: $14,000**

3. Implementation Phase:

- **Pilot Program:**



- Implement a pilot program to test new procedures and technologies.
- Gather feedback and make necessary adjustments before full-scale implementation.

- **Full Implementation:**
  - Roll out the updated Code Enforcement program city-wide.
  - Ensure all staff are equipped with the essential resources and support.

Time to complete: 80 hours **Cost: $11,200**

Total Cost for Deliverable No. 2: $47,600

Deliverable No. 2 to be completed within 90 days of completion of Deliverable No. 1.

Total Costs for Deliverables No. 1 and 2: $78,120

After completion of Deliverables No. 1 and 2, the Willdan team will provide the management team at South Gate with a document detailing our written findings, on-going training plans for South Gate Code Enforcement staff members and our completed Policy and Procedures Manual.

Additional services on an on-going/on-call basis are detailed below:

Deliverable No. 3 (On-Call Code Enforcement services)

1. Oversight and Evaluation:

- **Supervision and Planning:**
  - Assess, plan, review, and oversee the work of Code Enforcement Officers.
  - Provide assistance and advice on complex issues.
- **Code Enforcement:**
  - Ensure all codes are enforced, and ordinances are interpreted correctly; conduct review of sample field reports from South Gate Code Enforcement Officers to verify compliance with training requirements.
- **Citizen Engagement:**
  - Establish procedures to resolve citizen and customer inquiries and concerns.
  - Monitor follow-up responses by staff.
- **Citation Process Oversight:**
  - Assess the administrative citation process, ensuring correct implementation and final disposition.
- **Technical Consultation:**
  - Provide technical advice to other divisions regarding citations, ordinances, procedures, and interpretations.
- **Staff Conferences:**
  - Conduct staff conferences to discuss policies and procedures.
  - Provide instruction on updated information.
- **Investigation and Resolution Monitoring:**
  - Monitor investigations and resolve various issues and complaints.
- **Specialized Studies and Reporting:**
  - Direct, conduct, and coordinate specialized studies.
  - Prepare reports and correspondence as needed.

Costs for additional services are $140 per hour with an agreed budget (negotiated hours needed) prior to the services being provided.

Fee Schedule

CITY OF SOUTH GATE

Willdan will provide contract code enforcement services to the City of South Gate for a flat hourly rate based on the Willdan hourly rate schedule below. All rates and costs shall be effective through the terms of the agreement.

NOTE: Overtime rates of 1.5x the regular hourly rate will be charged for all overtime hours worked.

Positions	Rates

POSITION	RATE (EACH)
Code Enforcement Officer	$75/hour
Sr. Code Enforcement Officer	$90/hour
Supervisor	$110/hour
Manager/Consultant	**$140/hour**
Director	$165/hour
Technician	$65/hour
Vehicle	$100/hour

AMENDMENT NO. 1 TO CONTRACT NO. 2023-130-AC FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SOUTH GATE AND WILLDAN ENGINEERING, INC.

This Amendment No. 1 to Contract No. 2023-130-AC to extend Professional Services for staff augmentation ("Agreement") is made and entered into on November 14, 2023, by and between the City of South Gate, a municipal corporation ("City"), and Willdan Engineering, Inc. a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

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

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

WHEREAS, on September 6, 2023, the City Manager approved Contract No. 2023-130-AC with Consultant to provide certain services relating to Code Enforcement in an amount not to exceed Fifty Thousand Dollars ($50,000); and

WHEREAS, City and Consultant desire to execute Amendment No. 1 to Contract No 2023-130-AC, retroactively effective October 1, 2023, to continue providing services identified in the Scope of Work attached hereto as Exhibit "A" and made a part of this Amendment, to include additional as needed Professional Services for the Community Development Department, in an amount not to exceed **One Hundred Seventy-Five Thousand Dollars ($175,000)**, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement to the sum of Two Hundred Twenty-Five Thousand Dollars ($225,000).

NOW, THEREFOR, the Parties hereby agree as follows:

1. **MODIFICATION TO AGREEMENT.**

   1.1 **TERM OF AGREEMENT.** Consultant agrees to extend its services for one (1) year, retroactively effective October 1, 2023, or through project completion, unless otherwise terminated in accordance with the terms of this Agreement.

   1.2 **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **One Hundred Seventy-Five Thousand Dollars ($175,000)** as described in Consultant's proposal attached hereto as Exhibit "A." The City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Community Development Director or her designee.

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

3. **EFFECTIVE DATE.** The effective date of this Agreement is October 1, 2023, and will remain in effect for one (1) year, or through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to Contract No. 2023-130-AC to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

Dated: 12/19/2023

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

WILLDAN ENGINEERING, INC:

By: _____
Patrick Johnson, PE, CBO
Director of Building and Safety

Dated: 12-13-23

EXHIBIT A

WILLDAN Engineering

April 21, 2023

Ms. Meredith Elguira
Director of Community Development
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: Code Enforcement/Vendor Enforcement Services

Dear Ms. Elguira:

We would like to express our gratitude for the opportunity to submit this proposal to provide contract code enforcement services to the City of South Gate. With over 59 years of experience in municipal consulting services, Willdan Engineering (Willdan) has established a solid reputation for delivering exceptional code compliance solutions to cities and counties throughout the State of California.

At Willdan, we understand the importance of efficient and effective code enforcement in maintaining a safe and thriving community. Our extensive experience in vendor enforcement, combined with our commitment to excellence, enables us to provide comprehensive code enforcement services tailored to the unique needs of our clients. We have successfully supported numerous jurisdictions with vendor enforcement services, including notable clients such as the cities of Inglewood, Torrance, and Fontana.

Our proposed Project Manager, Mr. Terry Cox, brings a wealth of experience in managing and operating code enforcement programs. With his leadership and oversight, we assure you of the highest level of service delivery. Mr. Cox will personally ensure that our team of skilled and experienced code officers effectively handles all aspects of the assigned project, demonstrating their expertise in the field.

In our attached document, we have outlined our approach to the services requested and introduced our key staff. We firmly believe that our comprehensive understanding of code enforcement best practices, coupled with our track record of successful implementations, makes us an ideal partner for the City of South Gate.

We eagerly anticipate the opportunity to discuss our qualifications and present our ideas for project implementation in greater detail. Should you have any questions or require additional information, we encourage you to contact Mr. Brady at (951) 454-3539 or Mr. Cox at (562) 233-8969.

Thank you for considering Willdan Engineering as your trusted provider of contract code enforcement services. We look forward to the possibility of working together to ensure the continued success and prosperity of the City of South Gate.

Respectfully submitted,
WILLDAN ENGINEERING

Albert Brady, CBO
abrady@willdan.com

CITY OF SOUTH GATE

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Firm Profile

Willdan has been in business for over 59 years

Founded in 1964, Willdan Group, Inc. is a leading nationwide provider of -professional technical and consulting services. The primary markets Willdan serves are municipal engineering, planning, infrastructure, and transportation; energy; and economic and financial analysis. The company serves these three complementary markets through its three service segments — 1) engineering (Willdan Engineering), 2) energy efficiency (Willdan Energy Solutions), and 3) public finance (Willdan Financial Services).

Willdan has a reputation for delivering high-quality projects on time and within budget. Rooted in Willdan's corporate culture is its focus on quality customer service. The company has more than 1600 employees, including licensed engineers, program and construction managers, financial analysts, planners, and other skilled professionals.

Willdan benefits from well-established relationships with local and state government agencies, investor-owned and municipal utilities, and private-sector commercial and industrial firms throughout the United States. The company served more than 800 distinct clients in 2015. Headquartered in Anaheim, the company operates from offices in more than 30 states across the US.

Willdan Engineering

Willdan Engineering (Willdan), a California Corporation and subsidiary of WGI, specializes in solutions tailored to the unique needs of municipalities and other local government agencies. Services range from full-time, in-house staffing to interim or part-time assistance on a project-by-project basis.

Willdan's business model is centered on the public sector.

We can function as part of the City of South Gate' team without a conflict of interest.

Willdan's understanding of public agency needs and issues is unique in the industry. In addition to the significant portion of our staff that have served in public agency management positions prior to joining Willdan, Willdan has had numerous assignments with over 60% of the cities and counties in California for building officials, city engineers, planning directors, traffic engineers, and other public agency staff members. With our depth of experience, expertise, knowledge, and resources, Willdan is able to offer practical solutions that are timely, cost-effective, and that meet the needs of individual communities. The diversity of our staff experience is an added value of our professional services.

Building and Safety

Willdan's experience and strength in plan review and inspection services encompass a complete range of technical disciplines, including permit issuance, building inspection, grading inspection, **Code Enforcement**, parking control, CASp services, flood zone experience, building plan review, and fire-life safety. Willdan maintains excellent working knowledge of all applicable codes and standards including California Building Codes, California Title 24 requirements on accessibility. Our code enforcement personnel are PC 832 certified and are certified code professionals through CACEO and often ICC. The inspection, plan review, and code enforcement staff maintain current certifications and attend training on a regular basis, to stay current with industry technologies and standards. Specific certifications and education are delineated in staff resumes herein.

Scope of Work

Code Enforcement Services



Code enforcement services are among the most complex and challenging services that government agencies provide. According to nationwide studies, property values, crime rates, insurance rates, business development, and the sense of community pride can be directly impacted by the successes of a jurisdiction's code enforcement program.

To aid jurisdictions with the difficult task of maintaining the quality of life for its citizens through such programs, Willdan has assembled a quality staff with extensive public agency experience in the areas of neighborhood preservation, housing inspection, and code enforcement. Our expertise includes the development and implementation of inspection programs designed to ensure public safety, promote community involvement, and protect the quality-of-life issues through community education and enforcement of municipal and related codes including preparation for, and participation in, prosecution by city and district attorneys.

Willdan provides the following professional services:

- Inspection services for HUD section 8 programs.
- Review, study, and analysis of existing programs.
- Development of ordinances and writing of grant proposals.
- Neighborhood cleanup and improvement programs.
- Community education programs.
- Development of educational materials.
- Provide project managers and/or supervisors as onsite "employees."
- **Provide full-time, part-time, interim, and/or weekend staff as onsite "employees."**
- Vehicle abatement and parking enforcement.
- Assist in enforcement, including preparation and participation in prosecution by city and district attorneys.
- **Illegal street/food vendor enforcement.**
- The registration and enforcement of vacation rentals.
- The regulation of group and/or sober living homes.
- Inspection, regulation, and enforcement of marijuana dispensaries and grow houses.

Contract Code Inspection Services

The project shall consist of Willdan staff coordinating with the City of South Gate Community Development Department and providing Code Enforcement staff to the City. Willdan staff shall conduct inspections and re-inspections of code enforcement cases and will also identify and enforce all violations of the City's municipal code, ordinances, laws, and all applicable statutes as directed by City personnel. Willdan employees shall issue notifications, letters, and citations when necessary to achieve compliance. Staff will be required to document all complaints received and inspections conducted through photos, notes, and correspondence. In addition to the services mentioned above, Willdan employees would provide the following to the City as needed (this is not intended to be a comprehensive list):

- Investigate complaints from the public and staff regarding violations of the municipal codes, ordinances, standards, and health and safety regulations.
- Initiate contact with residents, business representatives, and other parties to explain the nature of the violations and encourage voluntary compliance with municipal codes, zoning and land use ordinances, and community standards.
- Prepare notices of violation for non-compliance according to applicable codes and regulations.
- Prepare reports for cases requiring legal action or civil abatement.
- When required, meet with legal counsel, and provides testimony on criminal cases.
- Maintain records of complaints, inspections, violation notices, and other field enforcement activities.
- Coordinate with City departments on cases as they relate to code enforcement.

Project Management

Al Brady shall be the Principal in charge of this project. Mr. Brady has over 30 years of experience in the code profession and has provided contract code services to approximately 100 municipalities in California, Arizona, and Nevada. He specializes in developing new code programs, improving existing divisions, revenue enhancement, ordinance revisions, maximizing staff efficiency, and enhancing customer relations.

Terry Cox shall be the Project Manager with final oversight of the contract. Mr. Cox has over 25 years of experience in the code profession and has provided contract code services to multiple municipalities in California. His expertise lies in the development of innovative code programs, enhancement of existing departments, effective management of vendor enforcement operations, revision of ordinances, provision of staff training, optimization of staff productivity, and improvement of customer relationships.

Fee Schedule

Willdan will provide contract code enforcement services to the City of South Gate for a flat hourly rate based on the Willdan hourly rate schedule below. All rates and costs shall be effective through the term of the agreement.

SERVICE PROVIDED	HOURLY RATE
Code Enforcement Officer	$75/hour

Should Willdan be required to provide vehicles for the officers, an additional $10/hr will be added to the rate.

NOTE: Overtime rates of 1.5x the regular hourly rate will be charged for all overtime hours worked.

Related Experience

City of Palm Desert – Project Manager. Provided code enforcement staff on a contract basis to address unregistered and non-compliant vacation rentals.

City of Desert Hot Springs – Project Manager. Providing interim code enforcement staff.

City of La Puente – Project Manager. Provided interim code enforcement management and supervisory staff who were responsible for temporarily overseeing the city's code program.

City of South Pasadena – Project Manager. Providing interim code enforcement staff.

City of Downey – Project Manager. Providing interim code enforcement staff.

City of Big Bear Lake – Project Manager. Provide seasonal code enforcement staff for the enforcement of short-term lodging.

City of Laguna Beach – Project Manager. Provided code enforcement staff on a contract basis to address unregistered and non-complaint vacation rentals.

City of Irwindale – Project Manager. Provided municipal code enforcement services including monitoring of a local racetrack for compliance with the City Sound Ordinance on an interim basis.

City of Long Beach – Project Manager. Provided interim code enforcement staff who were responsible for enforcing the City's Municipal Code.

City of Manhattan Beach – Project Manager. Provided interim code enforcement staff.

City of Hermosa Beach – Project Manager. Providing interim code enforcement staff.

City of Laguna Hills – Project Manager. Assisted the city in the development of a public education program concerning the city's code program.

City of Los Alamitos - Directed and participated in review of the city's code enforcement policy and procedures and made recommendations for changes, as necessary. Additionally, provided interim code enforcement staff and a Community Development Director.

City of Hawaiian Gardens – Project Manager. Assisted the City of Hawaiian Gardens in developing and implementing an Administrative Citation program.

City of Rosemead - Project Manager. Provided interim code enforcement staff to inspect targeted areas of the city to facilitate neighborhood improvements.

City of San Clemente – Project Manager. Provided interim Code Enforcement staff to assist with their Code Enforcement Program.

City of Superior, AZ - Direct and participate in the review of the city's code enforcement policy and procedures and make recommendations for changes, as necessary. Development and implementation of a Nuisance and an Administrative Citation Ordinance.

City of La Canada Flintridge - Direct and participate in the review of the city's code enforcement policy and procedures and make recommendations for changes, as necessary. Development and implementation of a Nuisance, Cost Recovery and an Administrative Citation Ordinances. Provided interim code enforcement staff to conduct inspections and facilitate neighborhood improvements.

City of Huntington Beach – Project Manager. Provided interim Code Enforcement staff to assist with their Code Enforcement Program.

City of Del Mar - Provided interim code enforcement staff to the City and managed their entire Code program.

City of Newport Beach - Provided interim code enforcement staff to the City and managed their entire Code program.

It should be noted that the projects listed above is not a comprehensive list of all our past code clientele but represents a small portion of the Municipalities we have served. We have also successfully provided service to the following jurisdictions:

- Bradbury
- Costa Mesa
- Desert Hot Springs
- El Monte
- Folsom
- Fountain Valley
- Laguna Woods
- Pasadena
- Laguna Niguel
- Burbank
- Maywood
- San Diego County
- Thousand Oaks
- San Juan Capistrano
- San Luis Obispo
- Sierra Madre
- Ventura
- West Hollywood

References

City of Inglewood
Jerry Tucker
1 Manchester Boulevard, 4th Floor
Inglewood, CA 90301
(310) 412-5590
Project: Providing code enforcement staff for vendor enforcement needs.

City of Torrance
Michelle Ramirez
3031 Torrance Boulevard
Torrance, CA 90503
(310) 618-2550
Project: Providing code enforcement staff for vendor enforcement and standard casework.

County of Fontana
Sandra Pelayo
8353 Sierra Ave.
Fontana, CA 92335
(909) 854-8026
Project: Providing code enforcement staff for vendor enforcement needs.

In closing, Willdan has provided code compliance services to numerous different California Cities and Counties. We are confident our team can provide the customer service-based code compliance program the City is seeking. We hope this proposal meets with your approval. The resumes for our proposed team can be found below. Please let me know if you have any questions or require additional information.

Albert Brady, C.B.O.

Deputy Director of Building & Code Enforcement

Education

1988, AA, Liberal Arts, California State University, Fullerton

1990, BA, Business Administration, University of Southern California, Los Angeles

Registration

PC 832 Certificate, Orange County Sheriff's Academy, Orange, CA

Basic Certification, SCACEO - Southern California Association of Code Officials

Intermediate Certification, SCACEO - Southern California Association of Code Officials

Advanced Certification, SCACEO - Southern California Association of Code Officials

Supervisory Certification, SCACEO - Southern California Association of Code Officials

Watershed Management Certificate, EPA - Environmental Protection Agency, Sacramento, CA

ICC Certified Building Official

Affiliations

Past Education Chair, California Association of Code Officials, Sacramento, CA

Past Board Member, California Association of Code Enforcement Officials, Sacramento, CA

Member, American Association of Code Enforcement

30 Years' Experience

Mr. Albert Brady is a Willdan Engineering code enforcement manager with 30 years of experience. Mr. Brady is responsible for Code Enforcement Services Company wide including California and Arizona. Mr. Brady leads a team of code enforcement professionals who can provide both short and long-term services including management of code enforcement departments.

Relevant Project Experience

County of Riverside, California. Code Enforcement Director. Managed the Code Enforcement Department for the entire County of Riverside. Assigned to oversee all operations and respond to all citizen concerns, County CEO complaints and Board inquiries; Prepare and monitor the Department's budget including all revenues and expenditures. Prepare regular staff reports for the Board of Supervisor's regarding ordinance development and/or municipal code revisions. Provide personnel with direction, develop and update the Division's Policy and Procedure manual and verify that staff adheres to all policies established within the Department. Evaluate staff's performance on a regular basis and pursue disciplinary action when appropriate. Interview and hire all personnel. Attend regular staff meetings; meet with civic groups such as the Chamber of Commerce, Board of Realtors, Neighborhood groups and Homeowner's Associations. Interact with various departments, County, State and Federal organizations when necessary. Interact with The Riverside County District Attorney's Office regarding criminal investigations and County Counsel for Civil proceedings such as Nuisance abatements, injunctions and/or receiverships.

AndersonPenna, Newport Beach, California. Code Enforcement Manager. Managed the Code Compliance Division for a firm that provides contract code services to Municipalities in Southern California. Contract services varied from staff augmentation, program development and consulting. Provided service to different jurisdictions in California including the following government agencies; County of Orange, City of Laguna Woods, Pasadena, Ventura, La Canada Flintridge, Upland, Fountain Valley, Tustin, Desert Hot Springs, and San Juan Capistrano. Developed and implemented code programs, ordinances (civil citation, nuisance ordinance, rental inspection programs) and policies and procedures manuals. Managed all contracts for service delivery and all contract employees assigned to the projects. Attended regular City Council meetings and assured projects remained within budget.

City of Moreno Valley, California. Code & Neighborhood Services Official. Responsible for managing the Code and Neighborhood Services Division which is comprised of the Parking Enforcement Team and the Code Compliance Group. Assigned to oversee all operations and respond to all citizen concerns, City Manager complaints and Council Inquiries; Prepare and monitor the Division's budget including all revenues and expenditures. Manage agreements with outside contractors that provide service to the City including Riverside County Environmental Health, Abatement Contractors, and Citation Processing Services. Monitor and prepare quarterly and annual reports for three separate Federal programs. Prepare regular staff reports for City Council regarding ordinance development and/or municipal code revisions. Manage specialized programs such as the City's Graffiti Restitution Program, Shopping Cart Containment Ordinance and the Rotational Tow Service Program. Provide personnel with direction, develop and update the Division's Policy and Procedure manual and verify that staff adheres to all policies established within the Division. Evaluate staff's performance on a regular basis and pursue disciplinary action when appropriate. Interview and hire personnel. Attend regular staff meetings; meet with civic groups such as the Chamber of Commerce, Board of Realtors, Neighborhood groups and Homeowner's Associations.

Albert Brady
Continued

Willdan, Anaheim, California. Code Enforcement Supervisor. Managed the Code Compliance Division for a firm that provided contract code services to Municipalities in the western United States. Contract services varied from staff augmentation, program development and consulting. Provided service to different jurisdictions in California, Arizona and Nevada including the following government agencies; County of Orange, City of Anaheim, South Pasadena, Bradbury, La Canada Flintridge, Rosemead, Hawaiian Gardens, Los Alamitos, Irvine, Laguna Hills, Del Mar, La Palma, and San Juan Capistrano. Developed and implemented code programs, ordinances (civil citation, nuisance ordinance, rental inspection programs) and policies and procedures manuals. Managed all contracts for service delivery and all contract employees assigned to the projects. Attended regular City Council meetings and assured each project remained within budget.

City of Anaheim, California. Senior Code Enforcement Officer. Supervised the CDBG team of the Code Enforcement Division which consisted of seventeen employees. Enforced City regulations and codes to enhance and preserve the quality of neighborhoods. Received citizen complaints of Municipal Code violations and coordinated the resolution of those concerns. Provided training to employees; established and maintained the Division's policy and procedure manual and ensured that the established practices were followed. Performed regular evaluations of employees, prepared internal and external memorandums, staff reports, developed ordinances and assisted with the annual preparation of the Planning Department Budget.

City of Anaheim, California. Code Enforcement Officer II. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, prepared diagrams, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports.

City of Anaheim, California. Code Enforcement Officer I. Performed field inspections and enforced municipal code provisions (such as animal regulations, business license requirements, and building permits). Explained regulations relating to municipal code provisions including zoning, land use, planning, and design review. Responded to citizen complaints regarding potential code violations; conducted research of property ownership, past permits and all applicable code regulations. Coordinated enforcement actions with other City departments and other governmental agencies, as necessary.

City of Anaheim, California. Housing Coordinator/Inspector. Performed field inspections of all Section 8 Housing Vouchers for the City of Anaheim Housing Authority. Inspections were performed to verify compliance with the Housing Quality standards; for new vouchers and as part of the annual recertification program. Additional duties included providing notices for non-compliant units to both property owners and residents, negotiating rents, performing recertification paperwork, re-inspections of non-compliant units, and assisting customers with additional benefits available through the family self-sufficiency program.

John (Terry) Cox

Code Enforcement Manager

Education

B.S., Business Management, California Coast University, Santa Ana, CA

Business Management, California State University, Long Beach

Psychology, Cerritos Community College

Licenses/Certifications

PC 832 Certificate - Rio Hondo Community College

Certified Code Enforcement Officer, CACEO - California Association of Code Enforcement Officials

Basic Certification, SCACEO - Southern California Association of Code Enforcement Officials

Intermediate Certification, CACEO - California Association of Code Enforcement Officials

Advanced Certification, CACEO - California Association of Code Enforcement Officials

Supervisory Certification, CACEO - California Association of Code Enforcement Officials

Watershed Management Certificate, EPA - Environmental Protection Agency, Sacramento, CA

Affiliations

Member, California Association of Code Enforcement Officials

25 Years' Experience

Mr. Terry Cox is a Code Official with over 25 years' experience in addressing community blight through developing effective neighborhood strategies. He has demonstrated the ability to train, motivate and manage cohesive teams focused on preserving communities. He is experienced in neighborhood improvement projects, operational management, community relations, consulting and project management.

Relevant Project Experience

County of Orange, Santa Ana, CA. Code Enforcement Manager. Oversee the day-to-day operations of the Neighborhood Preservation Section with the County of Orange, which includes the training and supervision of both County and contract staff. Work closely with staff from the Board of Supervisors, CEO's office, multiple County Departments, and additional outside agencies to coordinate investigations/enforcement activities and communicate findings/results, as well as to provide thorough and effective service to unincorporated islands within the County of Orange. Prepare and provide staff reports, departmental work plans, educational/informational materials and special presentations related to code enforcement. Develop and implement policies and procedures to improve program efficiency and effectiveness. Coordinate and implement special projects such as community cleanup days, target area sweeps and community meetings, thus spearheading the community outreach efforts of OC Development Services/OC Public Works. Communication, both verbally and in writing, with representatives of the District Offices to address potential code-related concerns (Board of Supervisors). Analyze current Neighborhood Preservation procedures and implement changes when needed to improve program efficiency/effectiveness and staff morale (i.e., office hearing scheduling procedures, improved notification process, changes in rotational case assignments, etc.). Prepare and host Neighborhood Preservation bi-weekly meetings to maintain staff awareness of program status, goals and accomplishments, as well as to obtain feedback from staff with regards to improving the program. Review officer prepared notifications to the public and case files submitted for closure to maintain quality assurance, providing staff with assistance and direction when needed. Research and organize additional training for members of staff to improve officer awareness and effectiveness. Responsible for annual staff member reviews, coaching up of staff, and disciplinary action towards staff as needed. Responsible for developing and maintaining the annual budget for Neighborhood Preservation, as well as overseeing contract development/operations. Highly involved with the development and implementation of the new Land Management System and the Customer Resource Management online portal now utilized throughout OC Public Works to provide easily accessible online services to the stakeholders and visitors of Orange County.

AndersonPenna, Newport Beach, California. Senior Code Enforcement Officer. Managed overall contract and day-to-day operations of contract code staff assigned to the County of Orange. Received calls for service and investigated potential zoning, building, grading and general property maintenance code violations. Collected and documented evidence as part of code casework. Issued notices and administrative citations as needed to ensure code compliance. Prepared briefing papers and reports for review by management of the Board of Supervisors. Prepared and carried out inspection and abatement warrants. Planned, prepared and participated in community meetings and clean-up events. Worked closely with County Counsel and the District Attorney's office to host meetings, carryout civil litigation, and proceed with criminal court filings when voluntary compliance was not obtained.

Terry Cox
Continued

Willdan, Anaheim, California. Senior Code Enforcement Officer. Managed overall contract and day-to-day operations of contract code staff assigned to the County of Orange. Received calls for service and investigated potential zoning, building, grading, and general property maintenance code violations. Collected and documented evidence as part of code casework. Issued notices and administrative citations as needed to ensure code compliance. Prepared briefing papers and reports for review by management and the Board of Supervisors. Prepared and carried out inspection and abatement warrants. Planned, prepared, and participated in community meetings and clean-up events. Worked closely with County Counsel and the District Attorney's office to host meetings, carry out civil litigation, and proceed with criminal court filings when voluntary compliance was not obtained.

Provided code services to the City of La Canada-Flintridge. Also, prepared community education materials pertaining to code enforcement for the City of Laguna Hills.

City of Anaheim, California. Code Enforcement Officer II. Conducted field investigations and site surveillance of residential, commercial, and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports. Responsible for the enforcement of parking violations and illegal street vendor activity.

City of Paramount, California. Code Enforcement Officer I. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports. Responsible for the enforcement of parking violations and illegal street vendor activity. Also responsible for Public Safety fleet maintenance and supervised the Los Angeles County inmates (trustees) assigned to provide maintenance services at the City's Public Safety Substation.

CITY OF SOUTH GATE

Albert Brady, Jr.

Code Enforcement Supervisor

Education

C.A.C.E.O. Code Enforcement Certified,

Former President of C.A.C.E.O.

Administration of Justice, Southwestern College

Orange county Sheriff's Academy, Rancho Santiago College

Business Administration, Fullerton College

Registration/Certification

Former Orange County Deputy Sheriff Reserve

P.C. 832, State of California

Pepper Spray, Golden West College

N.P.D.E.S., County of Orange

Universal Building Code-General, S.C.A.C.E.O.

Abatement of Dangerous Buildings, C.A.C.E

Abatement of Public Nuisance (Notice and Order)

Vehicle Abatement, City of Huntington Beach

Legal Aspects of Evidence, Rio Hondo College

Legal Aspects of Warrant Process, Rio Hondo College

25+ Years' Experience

Mr. Brady is a Willdan Engineering code enforcement officer with over 19 years of municipal government experience. He communicates effectively with both internal staff and the general public. Mr. Brady strength is establishing rapport with superiors, and co-workers. He is organized, self-motivated, enthusiastic and always willing to learn. Albert demonstrates professionalism and a strong personal image at all times. Mr. Brady is available to provide code enforcement services to our Southern California clients.

Relevant Experience

County of Orange. Code Enforcement Officer. As a code enforcement officer, Mr. Brady was responsible for managing a caseload throughout the unincorporated areas of the County in support of its Neighborhood Preservation Program, including the reviewing, processing, and closing of code enforcement cases related to land use, zoning, building, grading, nuisance, and property maintenance violations within the unincorporated areas of Orange County. He was responsible for the review of case files, an inspection of properties, filing notices and complaints against violators, documenting, and preparing violation cases for the district attorney's office and/or County counsel, and testifying in court. Albert conducted in-depth permit research to assist with the processing of land use, zoning, and building violations. He worked with the general public on a daily basis providing them with general land use, zoning, building and grading requirements as it relates to the County's entitlement process. Mr. Brady assisted property owners, and/or their designated agents (i.e. architects, engineers, contractors, real estate agents, and family members) through the County's entitlement process.

City of Huntington Beach. Code Enforcement Officer. Mr. Brady conducted field investigations and site surveillance of residential, commercial and industrial properties. He enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Albert photographed evidence, prepared diagrams, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary.

City of Anaheim. Code Enforcement Officer. Mr. Brady performed field inspections and enforced municipal code provisions (such as animal regulations, business license requirements, and building permits). He explained regulations relating to municipal code provisions including zoning, land use, planning, and design review. Albert responded to citizen complaints regarding potential code violations; conducted research of property ownership, past permits and all applicable code regulations. Mr. Brady coordinated enforcement actions with other City departments and other governmental agencies as necessary.

Gustavo Alonso Jr.

Sr. Code Enforcement Officer

Education
Mechanical Engineering Courses, East Los Angeles College, Monterey Park, California

Registrations/Certifications
FEMA

PC 832

California Association of Code Enforcement Officials, (Basic, Intermediate, Advance and Management Levels)

17+ Years of Experience

Mr. Gustavo Alonso is a Willdan Engineering code enforcement officer with over 17 years of increasingly responsible municipal code enforcement experience. Mr. Alonso has a thorough understanding of investigative and research techniques and procedures. He has a proven track record of resolving a wide range of concerns involving zoning and property maintenance standards.

Relevant Project Experience

City of Maywood, California. Sr. Code Enforcement Officer. Mr. Alonso enforced municipal codes within the City. He conducted field inspections, and if violations were present, he composed Courtesy Notices, Notices of Violation, Administrative Citations, or Stop Work Notices related to municipal code violation(s). He also prepared reports and tracked case files related to such matters. Mr. Alonso kept detailed record keeping of each case, which included digital photographs and pertinent information. He monitored the City's short-term rental program and provided backup to the Housing Department for pre-sale and quadrennial inspections as needed. He interacted with various departments, County, State and Federal organizations when necessary and maintained a high level of professionalism and customer service.

La Canada-Flintridge, California. Sr. Code Enforcement Officer. Alonso inspected properties for municipal code violations, explained ordinances and suggested corrections to citizens and business owners. He prepared and maintained case folders with notes and photographs, prepared cases for prosecution by City Prosecutor, and referred special circumstance cases to volunteer groups to assist seniors and disabled citizens to achieve compliance.

City of South Pasadena, California. Code Enforcement Officer. Responsible for enforcement and education of City Municipal Codes and regulations, including occupancy, zoning and land use, property nuisance, substandard buildings, property maintenance and weed abatement. Responded to complaints of alleged violations by conducting inspections and making contact with business owners/residents by providing information needed for voluntary compliance and cooperation. Prepared reports, inspection and abatement warrants and misdemeanor complaints to the Court and City Prosecutor; appeared in Court to present evidence and testified if necessary. Prepared a variety of written reports, memos and correspondence related to enforcement activities and maintained accurate case file on investigations. Prepared staff reports to department manager.

City of Norwalk, CA. Code Compliance Inspector. Responsible for enforcement and education of City Municipal Codes and regulations, including occupancy, zoning and land use, property nuisance, substandard buildings, property maintenance and weed abatement. Responded to complaints of alleged violations by conducting inspections and making contact with business owners/residents by providing information needed for voluntary compliance and cooperation. Assisted City Planners and Building Inspectors in reviewing building plans and conducting field plan check. Prepared a variety of written reports, memos and correspondence related to enforcement activities and maintained accurate case file on investigations. Prepared and issued administrative citations. Assisted L.A. Co. Sheriff, SEAACA, Public Safety and Finance Departments by conducting inspections of properties for Animal Permit violations and businesses / special events without permits. Prepared reports, inspection and abatement warrants and misdemeanor complaints to the Court and City Prosecutor; appeared in Court to present evidence and testified if necessary.

Gus Alonso
Continued

City of South Gate, California. Code Enforcement Officer. Responsible for enforcement and education of City Municipal Codes and regulations, including occupancy, zoning and land use, property nuisance, substandard buildings, property maintenance and weed abatement. Responded to complaints of alleged violations by conducting inspections and making contact with business owners/residents by providing information needed for voluntary compliance and cooperation. Prepared reports, inspection and abatement warrants and misdemeanor complaints to the Court and City Prosecutor; appeared in Court to present evidence and testified if necessary. Prepared a variety of written reports, memos and correspondence related to enforcement activities and maintained accurate case file on investigations.

City of Manhattan Beach, California. Code Enforcement Officer. Provided enforcement of the health order adopted by the City in response to the Covid-19 pandemic. Made public contact with the general public and issued verbal warnings, written warnings and civil citations to those violating orders.

City of Burbank, California. Code Enforcement Officer. Provided enforcement of the health order adopted by the City in response to the Covid-19 pandemic. Made public contact with the general public and issued verbal warnings, written warnings and civil citations to those violating orders.

ANTHONY ESTRADA

Code Enforcement Officer

Education
BA, Business Administration, University of Phoenix

Registration
Basic Certification, SCACEO - Southern California Association of Code Officials

Intermediate Certification, SCACEO - Southern California Association of Code Officials

Advanced Certification, SCACEO - Southern California Association of Code Officials

Supervisory Certification, SCACEO - Southern California Association of Code Officials

PC 832

30+ Years of Experience

Mr. Anthony Estrada is a Willdan Code Enforcement Manager with over 30 years of experience. He is highly motivated, a self-starter with ability to manage conflict and solve problems. Anthony has excellent written, verbal communication and interpersonal relation skills. He is an excellent team-player and demonstrates the ability to work independently. Mr. Estrada enjoys opportunities to challenge and improve his customer service/relation skills, is proficient in MS Word, Excel, and Outlook. Anthony has extensive experience in all facets of code including commercial enforcement and is available to provide code enforcement services to our Southern California clients.

Relevant Project Experience

City of Hawaiian Gardens, California. Code Compliance Officer. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation.

City of Highland, California. Code Enforcement Officer. Conducted weekend enforcement inspections for the City. His inspections consisted of generalized code enforcement activities with specialization in signage regulations, excessive yard sales and unlicensed vendor inspections.

City of Hesperia, California. Code Compliance Manager. Assigned to oversee all operations and respond to all citizen concerns, City Manager complaints and Council inquiries; Prepare and monitor the Division's budget including all revenues and expenditures. Provide personnel with direction, develop and update the Division's Policy and Procedure manual and verify that staff adheres to all policies established within the Division.

City of Monterey Park, California. Code Compliance Manager. Managed the Code Compliance Division for the City. Assigned to oversee all operations and respond to all citizen concerns, City Manager complaints and City Council inquiries; Prepare and monitor the Department's budget including all revenues and expenditures. Prepare ordinance development and/or municipal code revisions when necessary. Provide personnel with direction, develop and update the Division's Policy and Procedure manual and verify that staff adheres to all policies established within the Department.

City of El Monte, California. Code Enforcement Officer. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, prepared diagrams, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports.

City of Fontana, California. Code Compliance Specialist. Served as code compliance with responsibilities that included: proactively patrolled the city to identify problematic parking areas; responded to parking related violation complaints; issued verbal warnings, parking citations, notices of violation, and other documents; assisted with other code enforcement related functions and activities to include municipal code violation complaints, storm water compliance, and construction site inspections.

Mark Rodriguez

Code Enforcement Officer

Education

1994, Administration of Justice, Rio Hondo College, Whittier, California

1991, Administration of Justice, East Los Angeles College

PC832 Certified

Affiliations

Member, CAOEO (California Association of Code Enforcement Officers)

Member, NLPOA (National Latino Peace Officers Association)

East LA Chapter - Treasurer & Sgt-at-Arms

Member- Marine Corps League Volunteer - Juvenile Impact Program LAPD Central Division

13 Years' Experience

Mr. Mark Rodriguez has 13 years' experience as a code enforcement officer. He has provided enforcement of city municipal codes. Mr. Rodriguez enforces property maintenance issues which includes insight property conditions, inoperable vehicles, landscape violations as well as business license and signage inspections.

Relevant Project Experience

City of Norwalk, California. Public Safety Officer. Provided enforcement of municipal codes and regulations related to municipal land use, zoning, nuisance, public safety, property maintenance, building and abatement; and provided assistance to homeowners, tenants and the business community.

City of Monterey Park, California. Code Enforcement Officer. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, prepared diagrams, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports.

City of Alhambra, California. Code Enforcement Officer. Performed field inspections and enforced municipal code provisions (such as animal regulations, business license requirements, and building permits). Explained regulations relating to municipal code provisions including zoning, land use, planning, and design review. Responded to citizen complaints regarding potential code violations; conducted research of property ownership, past permits and all applicable code regulations. Coordinated enforcement actions with other City departments and other governmental agencies as necessary.

City of Manhattan Beach, California. Code Enforcement Officer. Provided enforcement of municipal codes and regulations related to municipal land use, zoning, nuisance, public safety, property maintenance, building and abatement; and provided assistance to homeowners, tenants and the business community.

City of Hermosa Beach, California. Code Enforcement Officer. Provided enforcement of municipal codes and regulations related to municipal land use, zoning, nuisance, public safety, property maintenance, building and abatement; and provided assistance to homeowners, tenants and the business community.

City of Burbank, California. Code Enforcement Officer. Provided enforcement of municipal codes and regulations related to municipal land use, zoning, nuisance, public safety, property maintenance, building and abatement; and provided assistance to homeowners, tenants and the business community.

Jesus Medrano

Code Enforcement Officer

Certifications

Code Enforcement Officer, Santiago Canyon College

Intermediate Code Enforcement Officer

Advanced Code Enforcement Officer

PC 832 Laws of Arrest

Mr. Jesus Medrano is an experienced code professional who is knowledgeable in de-escalation tactics and conflict resolution through communication. He has extensive experience working with the public and possesses excellent written, verbal communication, and interpersonal relations skills. Mr. Medrano is available as a Code Enforcement Officer to our Southern California clients.

Relevant Project Experience

Inglewood, CA (Willdan). Code Enforcement Officer. Mr. Medrano is part of a team of Willdan code enforcement officers who work to ensure safety and compliance at Sofi Stadium, a 298-acre mixed-use development that houses retail, commercial, and office space, a hotel, residential units, and parking. Responsibilities of the code enforcement officers include reviewing the Operation Plan, posting up at the proper locations, obtaining appropriate data from vendors such as social security numbers, California driver's license information, or any other form of identification, and notifying vendors of the locations where they can conduct business. Assist Police, Sheriffs, and the California Highway Patrol when they are conducting corrective action on violators, receive and log complaints, write incident reports, and take video or pictures of items confiscated and document all action taken. Ensure that businesses and people are in compliance with public health, safety, consumer protection, and business activities, and protect the Sofi community by regulating entities that are breaking laws and ordinances.

Santa Monica, CA. Code Enforcement Volunteer. Mr. Medrano assisted code enforcement staff with vendor enforcement throughout the city.

All American, CA. SWPPP Inspector. Mr. Medrano was responsible for inspecting construction sites to ensure that Best Management Practices were followed. This included Erosion control and sediment prevention plans, perimeter control, and velocity control devices.

Allied Security, CA. Security Officer. Mr. Medrano was responsible for maintaining parking control, vehicle inspections, identification checkpoints, conducting foot patrols, and other various public safety assignments.

CITY OF SOUTH GATE

Cesar Vazquez

Code Enforcement Officer

Certifications

Code Enforcement Officer, Santiago Canyon College

Expected Certificate Completion for:

PC 832 Laws of Arrest

Intermediate Code Enforcement Officer

Advanced Code Enforcement Officer

Supervisor Code Enforcement Officer

Mr. Cesar Vazquez is an experienced code professional. He has extensive customer service skills and possesses excellent written, verbal communication, and interpersonal relations skills. He is knowledgeable in de-escalation tactics and conflict resolution through communication. Mr. Vazquez is available as a Code Enforcement Officer to our Southern California clients.

Relevant Project Experience

Inglewood, CA. Code Enforcement Officer. Mr. Vazquez is part of a team of Willdan code enforcement officers who work to ensure safety and compliance at Sofi Stadium, a 298-acre mixed-use development that houses retail, commercial, and office space, a hotel, residential units, and parking. Responsibilities of the code enforcement officers include reviewing the Operation Plan, posting up at the proper locations, obtaining appropriate data from vendors such as social security numbers, California driver's license information, or any other form of identification, and notifying vendors of the locations where they can conduct business. Assist Police, Sheriffs, and the California Highway Patrol when they are conducting corrective action on violators, receive and log complaints, write incident reports, and take video or pictures of items confiscated and document all action taken. Ensure that businesses and people are in compliance with public health, safety, consumer protection, and business activities, and protect the Sofi community by regulating entities that are breaking laws and ordinances.

US Bank, Los Alamitos, CA. Loan Processor II/Jr. Underwriter. Mr. Vazquez worked with loan applicants to gather the necessary paperwork and documentation required for Purchase, Conventional, Refinance, and New Built loans. He carefully reviewed mortgage applications, organized additional application materials and submitted applications on schedule. Mr. Vazquez served as a liaison for underwriters and obtained underwriting conditions from borrowers. He also communicated with consumers, mortgage consultants and/or broker on loan status and collected additional documentation to clear underwriting conditions.

Schools First Federal Credit Union, Tustin, CA. Loan Fulfillment Specialist/Team Lead. Mr. Vazquez processed home purchase loans and maintained a pipeline of 65 loans. He verified original regulatory and/or complaint loan disclosures were sent to members within the required timeline. Mr. Vazquez ensured that pre-document and loan conditions were satisfied prior to authorizing funding and provided weekly status updates to members. As the Team Lead of 17 team members, Mr. Vazquez provided technical support, resolved issues, clarified loan-closing processes, and assisted with escalated member matters. He also identified process improvements and co-authored changes to policy and procedures.

AGREEMENT FOR PROFESSIONAL SERVICES FOR CODE ENFORCEMENT SERVICES BETWEEN THE CITY OF SOUTH GATE AND WILLDAN ENGINEERING

This Agreement for Professional Services for Code Enforcement Services ("Agreement") is made and entered into on September 6, 2023, by and between the City of South Gate, a municipal corporation ("City"), and Willdan Engineering 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 Code Enforcement;

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 relating to code enforcement 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 by both Parties in writing from time to time.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of Fifty Thousand Dollars ($50,000) as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Community Development Director or 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 September 6, 2023, and will remain in effect for a period of one year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **CITY AGENT.** The Community Development Director ("Director"), or 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 her designee, has the authority to provide that approval or authorization.

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

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

6. **GENERAL TERMS AND CONDITIONS.**

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

6.2 **Termination for Cause.**

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

a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure 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 for personal injury to any one person, $1,000,000 for injuries arising out of one occurrence, and $500,000 for property damages or a combined single limit of $1,000,000, with an aggregate of $2,000,000. Each such policy of insurance shall:

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

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

c. Specify its acts as primary insurance.

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

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

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

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

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

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

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

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

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

6.9 Consultant's Personnel.

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

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

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

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

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

6.11 Legal Construction.

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

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

6.11.3. The article and section, captions and headings herein have been inserted for

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:
City of South Gate
Meredith Elguira, Director of Comm Development
8650 California Avenue
South Gate, CA 90280
Email: melguira@sogate.org
TEL: (323) 563-9529

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)563-9573

TO CONSULTANT:
Willdan Engineering
Al Brady, Chief Building Official
13191 Crossroads Parkway North, Ste. 405
Industry, CA 91746-3443
ABrady@willdan.com
562.908.6200

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

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

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

7. **EFFECTIVE DATE.** The effective date of this Agreement is September 6, 2023, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Chris Jeffers, City Manager

Dated: 9/11/2023

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

Willdan Engineering

By: _____
Al Brady, Chief Building Official

Dated: 9/7/2023

EXHIBIT A

WILLDAN Engineering

April 21, 2023

Ms. Meredith Elguira
Director of Community Development
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: Code Enforcement/Vendor Enforcement Services

Dear Ms. Elguira:

We would like to express our gratitude for the opportunity to submit this proposal to provide contract code enforcement services to the City of South Gate. With over 59 years of experience in municipal consulting services, Willdan Engineering (Willdan) has established a solid reputation for delivering exceptional code compliance solutions to cities and counties throughout the State of California.

At Willdan, we understand the importance of efficient and effective code enforcement in maintaining a safe and thriving community. Our extensive experience in vendor enforcement, combined with our commitment to excellence, enables us to provide comprehensive code enforcement services tailored to the unique needs of our clients. We have successfully supported numerous jurisdictions with vendor enforcement services, including notable clients such as the cities of Inglewood, Torrance, and Fontana.

Our proposed Project Manager, Mr. Terry Cox, brings a wealth of experience in managing and operating code enforcement programs. With his leadership and oversight, we assure you of the highest level of service delivery. Mr. Cox will personally ensure that our team of skilled and experienced code officers effectively handles all aspects of the assigned project, demonstrating their expertise in the field.

In our attached document, we have outlined our approach to the services requested and introduced our key staff. We firmly believe that our comprehensive understanding of code enforcement best practices, coupled with our track record of successful implementations, makes us an ideal partner for the City of South Gate.

We eagerly anticipate the opportunity to discuss our qualifications and present our ideas for project implementation in greater detail. Should you have any questions or require additional information, we encourage you to contact Mr. Brady at (951) 454-3539 or Mr. Cox at (562) 233-8969.

Thank you for considering Willdan Engineering as your trusted provider of contract code enforcement services. We look forward to the possibility of working together to ensure the continued success and prosperity of the City of South Gate.

Respectfully submitted,
WILLDAN ENGINEERING

Albert Brady, CBO
abrady@willdan.com

CITY OF SOUTH GATE

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Office of the
South Gate City Clerk
NOV 05 2025
FILED
3:58pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 11, 2025**
Originating Department: **Public Works**

Department Director: Arturo Cervantes ***City Manager:*** Rob Houston

SUBJECT: CONTRACT CHANGE ORDER NO. 8 TO CONTRACT NO. 2024-100-CC WITH VORTEX SERVICES, LLC, dba SANCON TECHNOLOGIES FOR THE CONSTRUCTION OF THE SEWER LINING PROJECT, CITY PROJECT NO. 709-SW

PURPOSE: The City manages an extensive sewer collection system consisting of pipelines, manholes, and service laterals, much of which requires ongoing rehabilitation to extend its useful life. Project construction was completed under budget. Contract Change Order No. 8 authorizes additional improvements to the City's sewer system. These improvements will address existing deficiencies, enhance system reliability, and utilize available ARPA funding.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Contract Change Order No. 8 to Contract No. 2024-100-CC ("Agreement") with Vortex Services, LLC, dba Sancon Technologies, to rehabilitate 24 manholes at various locations under the Sewer Lining Project, City Project No. 709-SW, in the amount of $133,800; and
b. Authorizing the Assistant City Manager/Director of Public Works to execute Contract Change Order No. 8.

FISCAL IMPACT: There is no impact to the General Fund. CCO No. 8 to the Agreement is in the amount of $133,800 and will be funded with American Rescue Plan Act (ARPA) Funds. The total Project budget is $3,000,000 which is planned to be expended as summarized below.

Project Services	**Proposition C**
Design Services	$526,745
Design Amendments	$39,690
Construction Contract No. 2024-100-CC	$2,143,727
Contract Change Order No. 1	($502,368)
Contract Change Order No. 2	$12,647
Contract Change Order No. 3	$42,569
Contract Change Order No. 4	$13,650
Contract Change Order No. 5	$114,500
Contract Change Order No. 6	($100,249)
Contract Change Order No. 7	$98,297

Contract Change Order No. 8	$133,800
Construction Management and Inspection	$233,174
Construction Management and Inspection Amendments	$90,000
Staff Time (Project Management)	$153,818
Total	**$3,000,000**

ANALYSIS: The City received $3 million in ARPA funds to rehabilitate sewer pipelines and manholes throughout the City's sewer system. Construction of the original project was completed $138,229.58 under budget, leaving those funds available for additional improvements.

With City Council support, Change Order No. 8 in the amount of $133,800 will fund epoxy lining and rehabilitation of approximately 24 manholes located within the original project area. The project is fully funded with ARPA funds, which carry strict federal deadlines and eligibility criteria. These funds must be spent within the approved contract scope, and any unspent balance cannot be reprogrammed once the funding deadline has passed.

The additional work is scheduled to begin in early November and be completed by December 2025, with 20 additional working days allocated to finish the improvements. Change Order No. 8 is priced consistent with the bid rates for manhole rehabilitation in the original contract.

BACKGROUND: The City of South Gate's Public Works Department maintains approximately 120 miles of sewer pipelines that carry wastewater from homes and businesses to the regional treatment system operated by the Los Angeles County Sanitation Districts. The network also includes about 2,400 manholes and 19,500 service connections (laterals) that link individual properties to the City's main sewer lines. Most of the system is made of concrete and clay pipes, ranging in size from 4 to 27 inches in diameter.

On December 10, 2024, the City Council awarded the Sewer Lining Project contract to Sancon Technologies, Inc. in the amount of $2,143,727. At the same meeting, the City Council approved Change Order No. 1, which reduced the total contract amount by $526,745, resulting in a revised contract total of $1,616,982. Subsequent to the contract award, Sancon Technologies, Inc. was acquired by Vortex Services, LLC, which completed the project under the same contract.

Construction began in March 2025 and reached substantial completion on September 26, 2025, inclusive of all approved change order work. During construction, it was necessary to administratively approve Change Orders Nos. 2 through 7, totaling $181,362.87, to address unforeseen field conditions encountered during the project. All change orders were approved within the City Manager's $250,000 administrative authority granted at the time of contract award. These adjustments ensured the project remained on schedule and allowed for additional sewer system improvements to be completed without delay.

ATTACHMENTS:
A. Contract Change Order No. 8
B. Project Location Map
C. Change Orders to Contract No. 2024-100-CC Nos. 1 thru 7
D. Contract No. 2024-100-CC

CH:lc

City of South Gate, Public Works Department

Contract Change Order

Date: 10/23/2025 Change Order No. **8r1** Account No. **412-732-52-9505**

Contractor: **Sancon Technologies, Inc.** Contract No. **2024-100-CC**

Contract Date: **12/10/2024** Account Code_____

Plan Reference : FY 24/25 **Sewer Pipeline Rehabilitation Project, City Project No. 709-SWR**

Change Order Amount : **$133,800.00** Extension of Contract: **20 days**

Reason for Change: Additional American Rescue Plan Act (ARPA) funds are available for further improvements to the City's sewer system.

Description of Change: 1.) Rehabilitate an additional 24 manholes in project area with Sancon 100 coating to extend manhole life.

Original Contract Amount	$ 2,143,727.00
Total of previous authorized Change Orders	$ (321,005.13)
New Change Order Amount	$ 133,800.00
New Contract Amount	$ 1,956,521.87

The Changes described above are hereby authorized.

Approved: _____, 20_____.

Project Manager: Charles D. Herbertson Date

Contractor: Sancon Technologies, Inc. Date:

Roy J. Shaver 10/23/2025

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

Construction Manager Date:

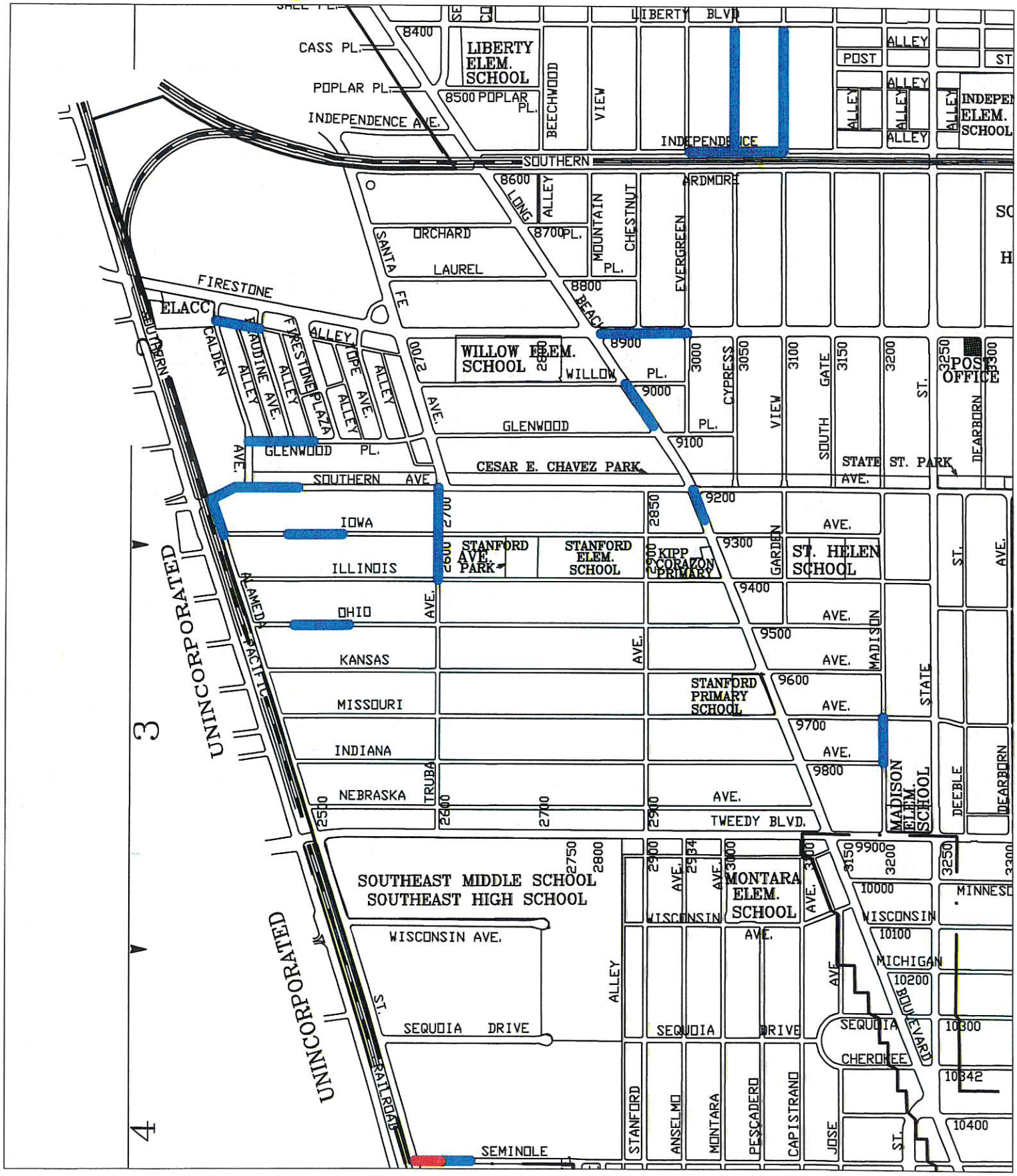
Finance Director: John Downs Date

City Manager: Rob Houston Date

Original - Project File
CC: - Contractor
- Department

SEWER PIPELINES REHABILITATION SEGMENTS

CIPP SEGMENTS
REPLACEMENT SEGMENTS
MH REHAB (21 COUNT)



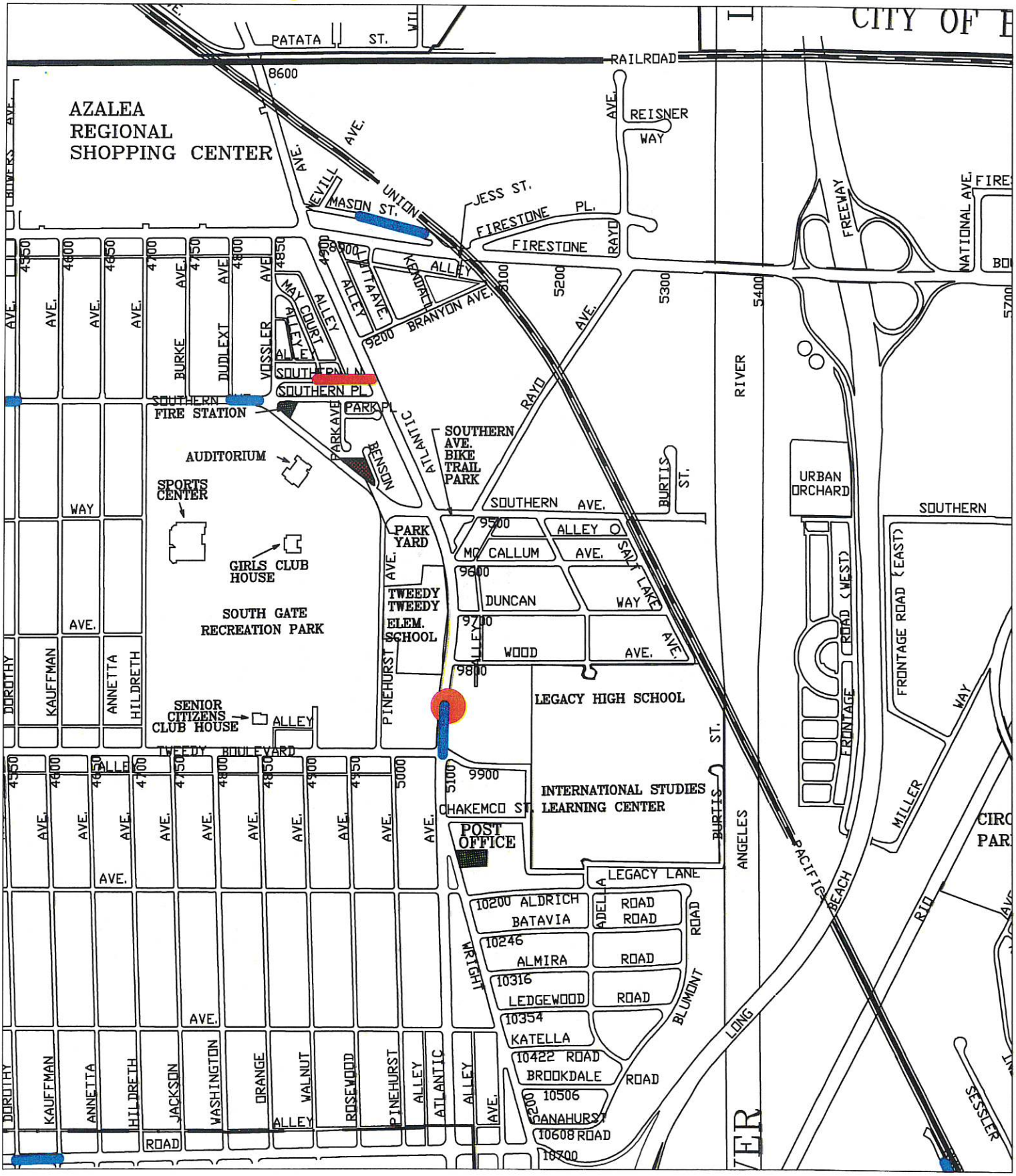
SEWER PIPELINES REHABILITATION SEGMENTS

CIPP SEGMENTS
REPLACEMENT SEGMENTS
MH REHAB (21 COUNT)



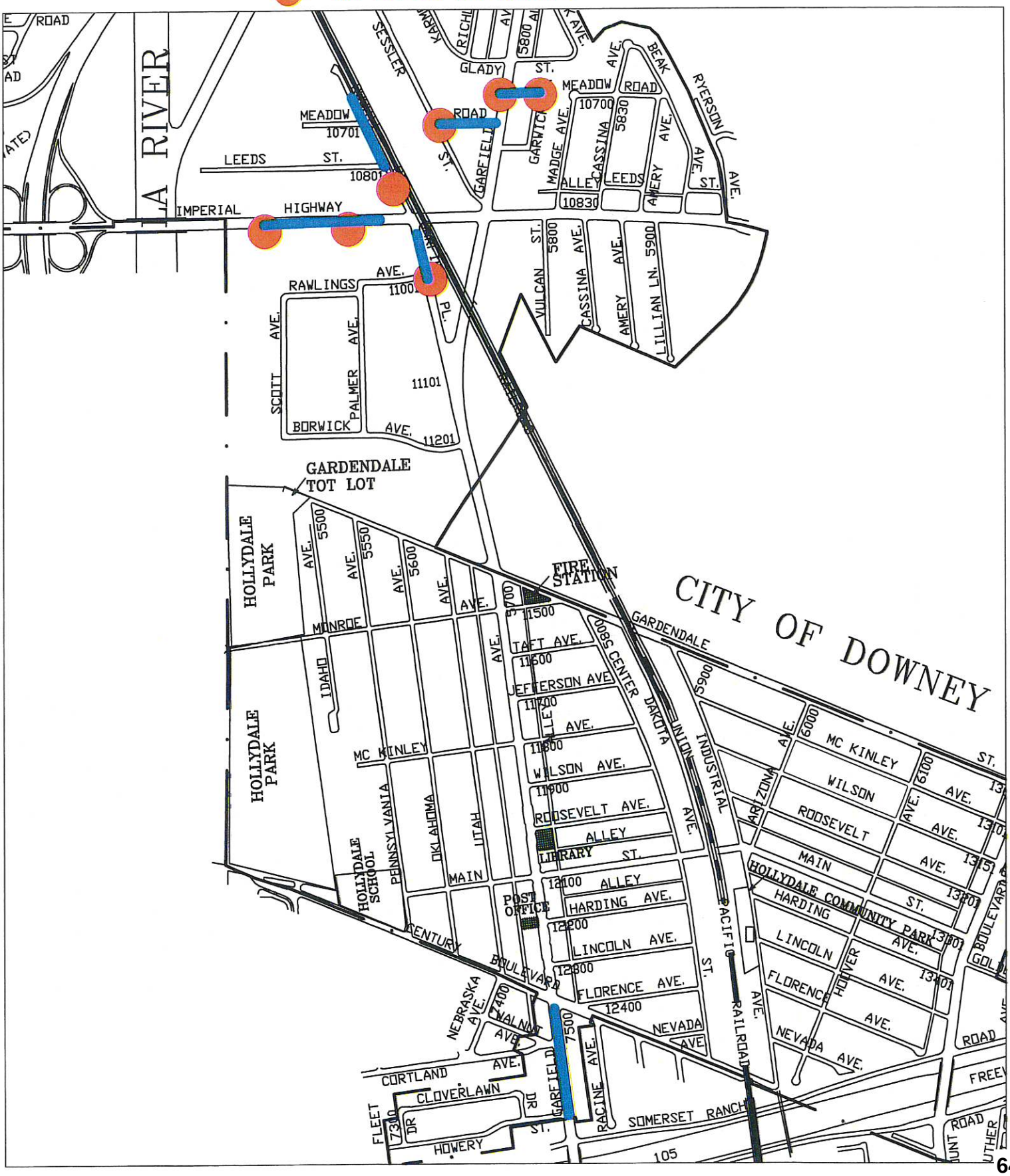
SEWER PIPELINES REHABILITATION SEGMENTS

CIPP SEGMENTS
REPLACEMENT SEGMENTS
MH REHAB (21 COUNT)



SEWER PIPELINES REHABILITATION SEGMENTS

CIPP SEGMENTS
REPLACEMENT SEGMENTS
MH REHAB (21 COUNT)



CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO. 1

PROJECT NAME: Sewer System Relining; City Project No. 709-SWR

TO: Sancon Technologies Inc.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES			
Description (Detailed Explanation Attached)		**Change in Contract Price[1]**	**Change in Work Days**
1.	Adjustment in Bid Quantities	($502,368.00)	0
Net Change in Contract Price and Work Days		($502,368.00)	0

[1]Deduction or decrease in Contract Price is denoted in parentheses.

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT.....$2,143,727.00
CCO1 .....($502,368.00)
TOTAL $1,641,359.00

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK:.....N/A:NTP has not been issued
CONTRACT WORKING DAYS:.....120
TIME EXTENSION; CCO 1.....0
NEW TOTAL WORKING DAYS:.....120
LAST DAY OF WORK: .....N/A:NTP has not been issued

CHANGE ORDER DETAIL

Change Order No.: 1

Project Name: Sewer System Relining ; City Project No. 709-SWR

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1:

A. Reason for Change: Deductive change order is required to keep project within budget.

B. Description of Change:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST[1]
4	Remove and Replace 8-inch Sewer main	LF	$683	306	0	(306)	($208,998)
7	Remove, Replace, and EPOXY LINE 48" Diameter precast Concrete Manhole	EA	$21,000	6	4	(2)	($42,000)
15	Install 4-INCH AND 6-INCH DIAMETER Top Hat liner	EA	$1,470	171	0	(171)	($251,370)

[1]Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Cost:
($502,368.00)

D. Change in Completion Date:
0

SIGNATURE PAGE TO FOLLOW:

The original Contract Price was ($2,143,727.00). Contract Change Order No. 1 decreased the Contract Price by $502,368.00. The new Contract Price will be $1,641,359.00, resulting in an decrease of approximately 23.43% to the original Contract.

Ordered: _____ Date: 1-21-2025
Mayor

Concurred by: _____ Date: 1/6/24
Assistant City Manager / Director of Public Works

Concurred by: _____ Date: 1/6/25
Deputy City Engineer

Concurred by: _____ Date: 1/6/2025
Project Manager

Acceptance by the Contractor:

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of these Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.

Name: Ryan Helmuth Date: 12/5/24

Title: Vice President

City of South Gate, Public Works Department

Contract Change Order

Date: **5/9/2025** Change Order No. **02**

Account No. **412-732-52-9505**

Contractor: **Sancon Technologies, Inc.**

Contract No. **4 cot 2022-100-CC**

Contract Date: **12/10/2024**

Account Code_____

Plan Reference : FY 24/25 **Sewer Pipeline Rehabilitation Project, City Project No. 709-SWR**

Change Order Amount : **$12,646.51**

Extension of Contract: NA

Reason for Change: **Due to infiltration from a nearby water main leak.**

Description of Change: Due to infiltration, the cause of which was confirmed to be from a nearby water main leak, the crew was unable to line the sewer on Madison Avenue. This resulted in a loss of production for sewer lining crew and equipment for one day.

Original Contract Amount	$ 2,143,727.00
Total of previous authorized Change Orders	$ (502,368.00)
New Change Order Amount	$ 12,646.51
New Contract Amount	$ 1,654,005.51

The Changes described above are hereby authorized.

Approved: July 7, 2025.

Project Manager: Charles D. Herbertson Date

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

Finance Director: Date

City Manager: Rob Houston Date

Dan Chronister Digitally signed by Dan Chronister DN: C=US, E=dan@sancon.com, O=Sancon Technologies, CN=Dan Chronister Date: 2025.05.12 06:34:32-07'00'

Contractor: Sancon Technologies, Inc. Date:

Roy J. Shaver 5/9/2025

Construction Manager Date:

Original - Project File
CC: - Contractor
- Department

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City of South Gate, Public Works Department

Contract Change Order

Date: **6/25/2025** Change Order No. **03**

Account No. **412-732-52-9505**

Contractor: **Sancon Technologies, Inc.**

Contract No. **2022-100-CC**

Contract Date: **12/10/2024**

Account Code_____

Plan Reference : FY 24/25 **Sewer Pipeline Rehabilitation Project, City Project No. 709-SWR**

Change Order Amount : **$42,568.80**

Extension of Contract: NA

Reason for Change: **Due to pipe to be replaced encased in concrete.**

Description of Change: **Due to pipe to be replaced encased in concrete that required removal and disposal to make repairs.**

Original Contract Amount	$ 2,143,727.00
Total of previous authorized Change Orders	$ (489,721.49)
New Change Order Amount	$ 42,568.80
New Contract Amount	$ 1,696,574.31

The Changes described above are hereby authorized.

Approved: July 14, 2025.

Project Manager: Charles D. Herbertson Date

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

Finance Director: John Downs Date

City Manager: Rob Houston Date

Dan Chronister 6/25/25

Contractor: Sancon Technologies, Inc. Date:

Roy J. Shaver 6/25/2025

Construction Manager Date:

Original - Project File
CC: - Contractor
- Department

City of South Gate, Public Works Department

Contract Change Order

Date:**7/2/2025** Change Order No. **04**

Account No. **412-732-52-9505**

Contractor: **Sancon Technologies, Inc.**

Contract No. **2022-100-CC**

Contract Date: **12/10/2024**

Account Code_____

Plan Reference : FY 24/25 **Sewer Pipeline Rehabilitation Project, City Project No. 709-SWR**

Change Order Amount : **$13,650.00**

Extension of Contract: NA

Reason for Change:**Additional Point Repair on California Ave.**

Description of Change: Additional Point Repair needed to correct pipe deficiencies billed at Bid Item No. 9 rate of $13,650.00 for each point repair.

Original Contract Amount	$ 2,143,727.00
Total of previous authorized Change Orders	$ (489,721.49)
New Change Order Amount	$ 13,650.00
New Contract Amount	$ 1,667,655.51

The Changes described above are hereby authorized.

Approved: July 14, 2025.

Project Manager: Charles D. Herbertson Date

Dan Chronister Digitally signed by Dan Chronister DN: C=US, E=dan@sancon.com, O=Sancon Technologies, CN=Dan Chronister Date: 2025.07.10 08:22:19-07'00'

Contractor: Sancon Technologies, Inc. Date:

Roy J. Shaver 7/7/2025

Construction Manager Date:

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

Finance Director: John Downs Date

City Manager: Rob Houston Date

Original - Project File
CC: - Contractor
- Department

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City of South Gate, Public Works Department

Contract Change Order

Date: **7/25/2025** Change Order No. **05** Account No. **412-732-52-9505**

Contractor: **Sancon Technologies, Inc.** Contract No. **2022-100-CC**

Contract Date: **12/10/2024** Account Code_____

Plan Reference : FY 24/25 **Sewer Pipeline Rehabilitation Project, City Project No. 709-SWR**

Change Order Amount : **$114,500.00** Extension of Contract: **40 days**

Reason for Change: **Six Additional Point Repairs at Various Locations**

Description of Change: Additional Point Repairs needed to correct pipe deficiencies to be able to construct CIPP.

Original Contract Amount	$ **2,143,727.00**
Total of previous authorized Change Orders	$ **(433,502.69)**
New Change Order Amount	$ **114,450.00**
New Contract Amount	$ **1,824,674.31**

The Changes described above are hereby authorized.

Approved: _____, 20____.

Project Manager: Charles D. Herbertson Date

Contractor: Sancon Technologies, Inc. Date: 7/25/25

Roy J. Shaver 7/25/2025

Construction Manager Date:

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

Finance Director: John Downs Date

City Manager: Rob Houston Date

Original - Project File
CC: - Contractor
- Department

City of South Gate, Public Works Department

Contract Change Order

Date: 7/29/2025 Change Order No. **06r1**

Account No. **412-732-52-9505**

Contractor: **Sancon Technologies, Inc.**

Contract No. **2022-100-CC**

Contract Date: **12/10/2024**

Account Code_____

Plan Reference : FY 24/25 **Sewer Pipeline Rehabilitation Project, City Project No. 709-SWR**

Change Order Amount : - **$100,249.20**

Extension of Contract: NA

Reason for Change: Sewer segments were removed from the project due to various reasons that prevented the application of CIPP liner such as mid-segment change in diameter or in-line siphon. In two cases pipes were found to already be lined. In one case a pipe was determined to be owned by LACSD. In another case a segment was not lined due to high flow in the line coming from an industrial building that was unable to stop the flow even after plant shutdown. In addition, one manhole was removed due to conflicting utilities and was rehabilitated instead with epoxy coating.

Description of Change: The followinng segments were removed from project for reason stated: Segment 24 on Garwick Place (in-line siphon). Segment 25 on Imperial Highway (unable to stop high flow). Segment 34 on Southern Avenue (pipe change in diameter mid-segment). Segment 49 on Firestone Boulevard (already lined). Segment 50 on Firestone Boulevard (LACSD line). Segment 33 on Southern Avenue (already lined). One manhole at Seminole Avenue and Alameda Street was removed from project (utility interference). This manhole was rehabilitated instead.

Original Contract Amount	$ **2,143,727.00**
Total of previous authorized Change Orders	$ **(319,052.69)**
New Change Order Amount	$ **(100,249.20)**
New Contract Amount	$ **1,724,425.11**

The Changes described above are hereby authorized.

Approved: _____, 20____.

Project Manager: Charles D. Herbertson Date

Contractor: Sancon Technologies, Inc. Date: 7/25/25

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

Roy J. Shaver 7/29/2025

Construction Manager Date:

Finance Director: John Downs Date

City Manager: Rob Houston Date

Original - Project File
CC: - Contractor
- Department

City of South Gate, Public Works Department

Contract Change Order

Date: 7/30/2025 Change Order No. **07**

Account No. **412-732-52-9505**

Contractor: **Sancon Technologies, Inc.**

Contract No. **2022-100-CC**

Contract Date: **12/10/2024**

Account Code_____

Plan Reference : FY 24/25 **Sewer Pipeline Rehabilitation Project, City Project No. 709-SWR**

Change Order Amount : **$21,386.66**

Extension of Contract: **1-day**

Reason for Change: On June 9, 2025, a delay in the scheduled CIPP on Shot #1 (Imperial Highway) due to Saputo Cheese not adhering to a scheduled shutdown. Lateral flows from the facility were too high, and Sancon was unable to install the CIPP as a result. Furthermore, the CIPP lining material that was wetout for this location was not able to be used. A portion of the wetout liner was able to be salvaged and used on California Ave.

Description of Change: A loss of approximately 251 LF of CIPP liner and a full day of lost production because of the delay.

Original Contract Amount	$ **2,143,727.00**
Total of previous authorized Change Orders	$ **(419,301.89)**
New Change Order Amount	$ **21,386.66**
New Contract Amount	$ **1,745,811.77**

The Changes described above are hereby authorized.

Approved: _____, 20____.

Project Manager: Charles D. Herbertson Date

Contractor: Sancon Technologies, Inc. Date: 7/30/25

Roy J. Shaver 7/30/2025

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

Construction Manager Date:

Finance Director: John Downs Date

City Manager: Rob Houston Date

Original - Project File
CC: - Contractor
- Department

AGREEMENT FOR THE SEWER LINING PROJECT 709-SWR
BETWEEN THE CITY OF SOUTH GATE AND SANCON TECHNOLOGIES INC.

This Agreement for the Sewer Lining Project, City Project No. 709-SWR ("Agreement"), is made and entered into on December 10, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Sancon Technologies Inc., a California corporation, License No. 774055 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. ____, which involves the Sewer Lining Project, City Project No. 709-SWR.

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

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **Two-Million One Hundred Forty-Three Thousand Seven-Hundred Twenty Seven Dollars ($2,143,727.00)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

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

ARTICLE IV

INDEMNIFICATION

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

ARTICLE V

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works, and shall complete all work within One Hundred Twenty (120) 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 December 10, 2024.

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

CITY OF SOUTH GATE:

By:_____
Maria Davila, Mayor

Dated: 1-2-2025

ATTEST:

By:_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:_____
Raúl F. Salinas, City Attorney

SANCON TECHNOLOGIES:

By:_____
Ryan Helmuth, Vice President

Dated: 12/5/24

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: 12/5/24

SANCON TECHNOLOGIES .
Contractor

By: _____
Ryan ~~Helmith~~ HELMUTH

Vice President
Title

ATTEST:

By: _____
Signature

Project Manager
Title

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF Orange)

Ryan Helmuth being first duly sworn, deposes and says that he is Vice President of Sanan Technologies Inc. (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 _____

Vice President
Title

Subscribed and sworn to before me this 5TH day of DECEMBER 2024.

PLEASE SEE ATTACHED CERTIFICATE.
Notary Public

(Attach Notary Certificate)

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 Orange }

On 12/05/2024 *Date* before me, Mo Sexton - Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Ryan Helmuth *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.

MO SEXTON
Notary Public - California
Orange County
Commission # 2437910
My Comm. Expires Feb 11, 2027

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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SEWER LINING PROJECT
CITY PROJECT NO. 709-SWR

Bond No. 7472570

FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to Sancon Technologies **Inc.**, ("Contractor" herein) a Contract for:

SEWER LINING, CITY PROJECT NO. 709-SWR; 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 Old Republic Surety Company as Surety, are held and firmly bound unto the City in the penal sum of * ($ **) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents. *Two million one hundred forty-three thousand seven hundred twenty seven & 00/00 **$2,143,727.00

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

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

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

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

SANCON TECHNOLOGIES:

By: _____

Name Ryan Helmuth

Title: Vice President

5841 Engineer Dr.
Huntington Beach, CA 92649
(Type address of Contractor)

Old Republic Surety Company
(Type name of Surety)

4 Jenner, Suite 230

Irvine, CA 92618
(Type address of Surety)

By: _____
(Signature of authorized officer)

Scott Salandi, Attorney-in-fact
(Title of officer)

APPROVED AS TO FORM:

_____
Raúl F. Salinas, City Attorney

25

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 Orange }

On 12/13/2024 (Date) before me, Mo Sexton - Notary Public (Here Insert Name and Title of the Officer),

personally appeared Ryan Helmuth (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.

MO SEXTON
Notary Public - California
Orange County
Commission # 2437910
My Comm. Expires Feb 11, 2027

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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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Bernardino }

On December 11, 2024 before me, Tina Downey, Notary Public
(Here insert name and title of the officer),

personally appeared Scott Salandi,
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.

TINA DOWNEY
Notary Public - California
San Bernardino County
Commission # 2383319
My Comm. Expires Nov 21, 2025

Tina Downey
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Bond No. 7472570

SEWER LINING PROJECT
CITY PROJECT NO. 709-SWR

100% PAYMENT BOND

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

SEWER LINING PROJECT
CITY PROJECT NO. 709-SWR

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

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of * ($ **) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents. *Two million one hundred forty three thousand seven-hundred twenty seven & 00/00 ** $2,143,727.00

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on December 11, 2024.

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

CONTRACTOR:
SANCON TECHNOLOGIES INC.

By: _____
Name Ryan Helmuth

Title: Vice President

5841 Engineer Dr.
Huntington Beach, CA 92649
(Type address of Contractor)

Old Republic Surety Company
(Type name of Surety)

4 Jenner, Suite 230

Irvine, CA 92618
(Type address of Surety)

By: _____
(Signature of authorized officer)

Scott Salandi, Attorney-in-fact
(Title of officer)

APPROVED AS TO FORM:

_____
Raúl F. Salinas, City Attorney

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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State of California
County of Orange }

On 12/13/2024 (Date) before me, Mo Sexton - Notary Public (Here Insert Name and Title of the Officer),

personally appeared Ryan Helmuth (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.

MO SEXTON
Notary Public - California
Orange County
Commission # 2437910
My Comm. Expires Feb 11, 2027

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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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of San Bernardino }

On December 11, 2024 before me, Tina Downey, Notary Public
(Here insert name and title of the officer),

personally appeared Scott Salandi,
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.

TINA DOWNEY
Notary Public - California
San Bernardino County
Commission # 2383319
My Comm. Expires Nov 21, 2025

Tina Downey
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Curtis Barton, Scott Salandi of Ladera Ranch, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17th day of July, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17th day of July, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 5635

Signed and sealed at the City of Brookfield, WI this 11th day of December, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Venture Pacific Insurance Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/6/2024

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

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

PRODUCER
Acrisure Southwest Partners Insurance Services, LLC
18952 MacArthur Blvd., Suite #300
Irvine, CA 92612

www.patrisk.com 0K07568

CONTACT NAME:
PHONE (A/C, No, Ext): (949) 486-7900 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	19682
INSURER B: Hartford Casualty Insurance Company	29424
INSURER C: Sentinel Insurance Company, Ltd.	11000
INSURER D: Navigators Specialty Insurance Company	36056
INSURER E: Scottsdale Insurance Company	41297
INSURER F:	

INSURED
Sancon Technologies Inc.
5841 Engineer Dr.
Huntington Beach CA 92649

COVERAGES **CERTIFICATE NUMBER:** 82923361 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ✓ $5,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	72UEABG9UBH	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			72UEACI4419	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $10,000			72HHABG9UCM	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$15,000,000 $15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72WEAAU0TGJ	10/1/2024	10/1/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Pollution Liability			SF24ECPZ0CBLVIC	10/1/2024	10/1/2025	$5,000,000 Each Incident/$10,000,000 Agg	
E	Installation Floater			RBS0329050	10/1/2024	10/1/2025	$250,000 Any one Job Site	
E	Rented/Leased Equipment			RBS0329050	10/1/2024	10/1/2025	$100,000 Any one item	

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

RE: SEWER LINING PROJECT CITY PROJECT NO. 709-SWR
The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents are included as additional insureds Per GL endorsements attached. Waiver of subrogation is attached with respects to the General Liability.

30-day notice of cancellation / 10-days for non-payment of premium.

CERTIFICATE HOLDER
attention of the City Engineer

City of South Gate
8650 California Avenue
South Gate CA 90280

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dave Jacobson

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POLICY NUMBER: 72UEABG9UBH
Sancon Technologies Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
All, except Additional Insureds that are insured under a separate additional insured endorsement on this policy	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f., Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;

(2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

(a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

(1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(a) During the policy period; and

(b) Subsequent to the execution of such written contract or written agreement; and

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82923361 | 24-25 GL/Auto/Umb/WC/Poll/IM | Maria Golden | 12/5/2024 11:37:10 AM (PST) | Page 2 of 26
This certificate cancels and supersedes ALL previously issued certificates.

(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

(2) Only to the extent permitted by law; and

(3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) **Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) **Primary And Non-Contributory To Other Insurance When Required By Contract**

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

(i) The additional insured in the Schedule is a Named Insured under such other insurance; and

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

(c) **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

Policy Number: 72UEABG9UBH
Insured Name: Sancon Technologies Inc.

CG 20 12 12 19

Effective Date: 10/01/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
State Or Governmental Agency Or Subdivision Or Political Subdivision:
Any qualifying entity when you have agreed in a written and executed contract, prior to an "occurrence", that such qualifying entity be added as an additional insured on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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82923361 | 24-25 GL/Auto/Umb/WC/Poll/IM | Maria Golden | 12/5/2024 11:37:10 AM (PST) | Page 4 of 26
This certificate cancels and supersedes ALL previously issued certificates.

All other terms and conditions of this Policy remain unchanged.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice And Good Samaritan Coverage**

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any Insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the Insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily Injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any Insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the Insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any Insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily Injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. **Exclusions**

This insurance does not apply to:

a. **Knowing Violation Of Rights Of Another**

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. **Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. **Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. **Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. **Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. **Infringement Of Intellectual Property Rights**

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. **Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

g. **Coverage A Exclusions**

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. **Employees And Volunteer Workers**

      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

      However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":

         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

         (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or

         (d) Arising out of his or her providing or failing to provide professional health care services.

         If you are not in the business of providing professional health care services:

         (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

         (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

      (2) "Property damage" to property:

         (a) Owned, occupied or used by,

         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

         you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

   b. **Real Estate Manager**

      Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. **Temporary Custodians Of Your Property**

      Any person or organization having proper temporary custody of your property if you die, but only:

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.

   d. **Legal Representative If You Die**

      Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. **Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. **Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. **Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. **Damage To Premises Rented To You Limit**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. **Medical Expense Limit**

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. **How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be
added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

a. **Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. **Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. **Assistance And Cooperation Of The Insured**

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. **Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. **Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each Insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   a. (1) Radio;
   (2) Television;
   (3) Billboard;
   (4) Magazine;
   (5) Newspaper; or
   b. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. **"Bodily injury"** means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
   c. All other parts of the world if the injury or damage arises out of:
   (1) Goods or products made or sold by you in the territory described in a. above;
   (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
   (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

    If such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;

    b. A sidetrack agreement;

    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

    However, Paragraph f. does not include that part of any contract or agreement:

    (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

        (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

        (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

    (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. **"Loading or unloading"** means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

        (1) Power cranes, shovels, loaders, diggers or drills; or

        (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

    e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard"**:

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. **"Volunteer worker"** means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. **"Your product"**:

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. **"Your work"**:

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

Office of the
South Gate City Clerk
NOV 05 2025
FILED
3:58pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 11, 2025**
Originating Department: **Public Works**

Department Director: Arturo Cervantes ***City Manager:*** Rob Houston

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH SA ASSOCIATES, INC. TO PREPARE DESIGN AND CONSTRUCTION DOCUMENTS FOR THE FIRESTONE BOULEVARD PIPELINE REPLACEMENT PROJECT, CITY PROJECT NO. 737-WTR

PURPOSE: To award an Agreement to SA Associates, Inc., ("SA") to prepare design and construction documents necessary for the Firestone Boulevard Pipeline Replacement Project.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving a Professional Services Agreement with SA to prepare design and construction documents for the Firestone Boulevard Pipeline Replacement Project, City Project No. 737-WTR, for an amount not to exceed $356,000;
b. Appropriating $100,000 in Water Funds to fully fund the budget for the Firestone Boulevard Pipeline Replacement Project, City Project No. 737-WTR;
c. Authorizing the City Manager to approve and execute amendments up to a cumulative amount of $100,000; and
d. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. The Agreement is in the amount of $356,000 and it will be fully funded with Water Funds. The project budget proposed is $407,000 in Water Funds, of which $307,000 is currently budgeted and $100,000 is a recommended appropriation. Planned budget services are summarized below.

Design Phase Services	Water Funds
Professional Services Agreement	$356,000
Contingency	$36,00
City Staff Time	$15,000
Total Budget	**$407,000**

ANALYSIS: The City issued a Request for Proposals (RFP) on PlanetBids for engineering services needed for the Firestone Boulevard Pipeline Replacement Project. Proposals were received from MNS and SA Associates on March 14, 2025. Following evaluation by the designated selection committee, MNS was initially ranked as the highest qualified consultant and selected for negotiations. However, negotiations with MNS were unsuccessful. As such, the City proceeded to negotiate with the second

highest ranked qualified consultant, SA Associates, and successfully reached an agreement. The selection committee deemed SA Associates qualified to perform the work, and they are therefore recommended for the contract. Their proposed service fees of $356,000 are reasonable and within the industry standard for this type of service.

BACKGROUND: The City operates a municipal water system with approximately 135 miles of water mains, serving more than 14,250 residential, commercial, and industrial customers. The water pipeline located on the Firestone Boulevard Bridge over the Los Angeles River has deteriorated and requires replacement. This project will replace that pipeline and also remove and replace the section of pipeline that crosses the I-710 Freeway.

The Public Works Department is recommending awarding a Professional Services Agreement to SA to prepare design and construction documents for the Firestone Boulevard Pipeline Replacement Project. SA was selected through a competitive Request for Proposals ("RFP") process. On April 9, 2025, an RFP for engineering services was released. Two proposals were submitted to the City Clerk's Office by MNS in the amount of $800,000 and SA Associates in the amount of $356,000.

A selection committee was formed consisting of the Water Resources Manager, Associate Engineer and Water Manager. The committee evaluated the proposal and interviewed MNS and SA Associates. Upon completion of the evaluation process, MNS was identified as the highest ranked consultant and invited to negotiate a contract. Negotiations, however, did not result in an agreement. Accordingly, the City commenced negotiations with the second highest ranked qualified consultant, SA Associates, and successfully finalized terms. SA Associates has been determined to be qualified to perform the required services and is recommended for contract award.

SA Associates offers the following:

- **Qualified Project Manager** – The Project Manager has more than 19 years of professional services experience in the water resources industry.
- **Successful Track Record** – SA has provided services in water, transportation, and government markets across California for over 65 years, including work for the City.
- **Project Familiarity** – SA is familiar with the City water's water system as they have provided services on prior projects, further, they are the City's current on-call consultants.
- **Experience on Similar Projects** – SA has completed projects with similar scope, such as installation of pipelines on bridges that cross freeways and channels, using similar methods and procedures.

ATTACHMENTS: A. Proposed Agreement (including Exhibit A and Exhibit B)

DD/LC:lc

PROFESSIONAL SERVICES AGREEMENT FOR TO PREPARE DESIGN AND CONSTRUCTION DOCUMENTS FOR THE FIRESTONE BOULEVARD PIPELINE REPLACEMENT PROJECT, CITY PROJECT NO. 737-WTR BETWEEN THE CITY OF SOUTH GATE AND SA ASSOCIATES, INC.

This Agreement for Professional Services for the Firestone Boulevard Pipeline Replacement Project, City Project 737-WTR ("Agreement") is made and entered into on November 11, 2025, by and between the City of South Gate, a municipal corporation ("City"), and SA Associates, 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 Professional Services for the Firestone Boulevard Pipeline Replacement Project, City Project 737-WTR;

WHEREAS, on April 9, 2025, the City issued a Request for Proposal for engineering services for the Firestone Boulevard Pipeline Replacement Project ("RFP"), to which SA Associates, Inc. submitted its proposal. The RFP is attached as Exhibit "A".

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 RFP and Scope of Services as described in Exhibit "B" attached hereto and made part of this Agreement. The Scope of Services, which is subject to the RFP, may be mutually amended from time to time by both Parties in writing. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the "standard of care").

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Three Hundred Fifty-Six Thousand Dollars ($356,000)** as described in Consultant's proposal attached hereto as Exhibit "B." 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,

PROFESSIONAL SERVICES AGREEMENT FOR TO PREPARE DESIGN AND CONSTRUCTION DOCUMENTS FOR THE FIRESTONE BOULEVARD PIPELINE REPLACEMENT PROJECT, CITY PROJECT NO. 737-WTR BETWEEN THE CITY OF SOUTH GATE AND SA ASSOCIATES, INC.

This Agreement for Professional Services for the Firestone Boulevard Pipeline Replacement Project, City Project 737-WTR ("Agreement") is made and entered into on November 11, 2025, by and between the City of South Gate, a municipal corporation ("City"), and SA Associates, 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 Professional Services for the Firestone Boulevard Pipeline Replacement Project, City Project 737-WTR;

WHEREAS, on April 9, 2025, the City issued a Request for Proposal for engineering services for the Firestone Boulevard Pipeline Replacement Project ("RFP"), to which SA Associates, Inc. submitted its proposal. The RFP is attached as Exhibit "A".

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 RFP and Scope of Services as described in Exhibit "B" attached hereto and made part of this Agreement. The Scope of Services, which is subject to the RFP, may be mutually amended from time to time by both Parties in writing. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the "standard of care").

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Three Hundred Fifty-Six Thousand Dollars ($356,000)** as described in Consultant's proposal attached hereto as Exhibit "B." 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/Director of Public Works or his/her designee.

2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.

2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "B." City shall pay Consultant within sixty (60) days of receipt of the invoice.

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

3. TERM OF AGREEMENT. This Agreement is effective as of April 22, 2025, and will remain in effect for a period of two (2) 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/Director of Public Works ("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 Commercial 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 or licensed 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 except for cancellation for non-payment of premium whereby a 10-day notice shall apply."

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

6.6 Indemnification. To the fullest extend allowed by law, 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 to the extent 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 the 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. With the exception of SA Associates pre-existing Intellectual Property, including but not limited to concepts, ideas, materials, data and standard details (SA Associates IP), No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

6.11 Legal Construction.

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

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

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

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

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

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

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

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

Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

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

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

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

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

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

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

TO CITY:
City of South Gate
Arturo Cervantes, P.E.
8650 California Avenue
South Gate, CA 90280
Email: acervantes@sogate.org
TEL: (323) 563-9567

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:
Shahnawaz Ahmad, PE
President
SA Associates
1130 W. Huntington Drive, Unit 12
Arcadia CA, 91007
Email: **sahmad@saassociates.net**
TEL: 626-821-3456

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 April 22, 2025, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

SA Associates, Inc.:

By: _____
Shahnawaz Ahmad, P.E. –President

Dated: _____

City of South Gate

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

Department of Public Works

April 9, 2025

Subject: Request for Proposal (RFP) for design services for the Firestone Bridge Pipeline Replacement Project, City Project No. 737-WTR

Dear Prospective Consultant:

The City of South Gate (City) is soliciting proposals from qualified Consultants to provide the design services necessary to prepare Plans, Specifications, and Estimates for the Firestone Bridge Pipeline Replacement Project, City Project No. 737-WTR.

To be considered responsive to the RFP requirements, Consultants must submit a proposal indicating their knowledge and experience related to the services being sought. The Consultant shall have substantial experience in providing such design services on similar projects and shall be knowledgeable of AWWA and Caltrans design requirements. Consultant and its proposed Design Team must be experienced in providing professional engineering design services required to meet the City's project objectives including project management, preliminary engineering, surveying, design, preparation of final plans, specifications & estimates, and construction support services, in accordance with Local, and State requirements.

Design services shall adhere to California Department of Transportation (Caltrans) Standard Plans latest Edition, Los Angeles County Public Works, American Water Works Association and City of South Gate standards, as applicable. The design services requested herein are funded with the City's local Water Funds.

SUBMISSION DEADLINE

In order for your proposal to be considered, submit four (4) copies of the proposal with one (1) electronic copy in a flash drive containing the requested information in a sealed envelope marked "Proposal for Design Services to for the Firestone Bridge Pipeline Replacement Project" and submit one (1) fee schedule containing the requested information in a sealed envelope marked "Fee Proposal for Firestone Bridge Pipeline Replacement Project."

The design services proposal and the separate sealed fee proposal shall be hand

delivered or mailed by the submission date shown below to:

City Clerk's Office
Attn: Derwin Dy, Water Resources Section Manager
City of South Gate
8650 California A venue
South Gate, CA 90280

Submission Deadline: May 14, 2025 , 4:00 pm

Proposals not received by the submission deadline will not be considered and will be returned unopened.

QUESTIONS

Bidders are required to post their questions to the City Project Manager online by visiting: https://pbsystem.planetbids.com/portal/60317/portal-home

Any questions by email or by telephone will not be answered. Questions will be accepted until **4:00 pm on or before April 30, 2025.** Any questions submitted after April 30, 2025, will not be answered. Answers to questions will be issued and posted online in the planet bid portal by April 7, 2025.

Any addenda and/or supplemental information, as applicable will be posted online and available at: https://pbsystem.planetbids.com/portal/60317/portal-home

It is the Consultant's responsibility to check online for any addenda that is released. Any changes or corrections to the original Documents or any other information that will affect the completion of the award will be disseminated and posted at:

https://pbsystem.planetbids.com/portal/60317/portal-home

Consultants shall acknowledge receipt of all addenda documentation (if any) with the submitted bid proposal.

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

REQUEST FOR PROPOSAL (RFP) FOR

DESIGN SERVICES
FOR FIRESTONE BRIDGE PIPELINE REPLACEMENT PROJECT,
CITY PROJECT NO. 737-WTR

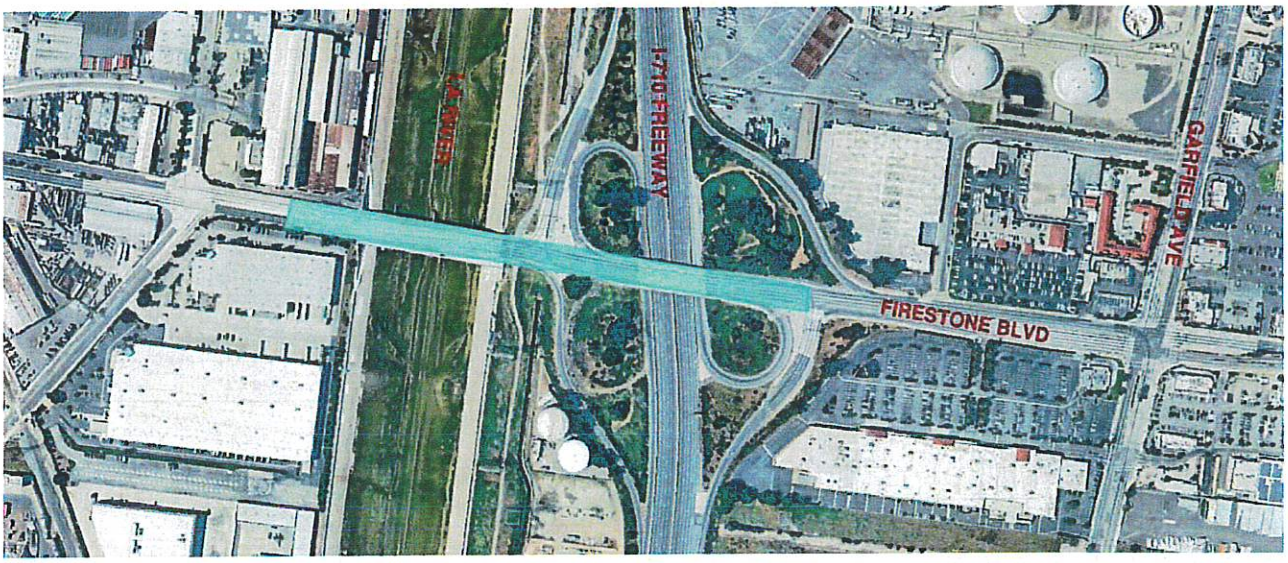
April 2025

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PURPOSE & BACKGROUND

The City of South Gate (City) operates a municipal water system with approximately 135 miles of water mains, serving over 14,250 customer accounts across residential, commercial, and industrial sectors. The existing 12-inch water main is aging and requires replacement to ensure continued reliability and service. The pipeline crosses underneath the Firestone Blvd Bridge, spanning the I-710 Freeway and the Los Angeles River. Due to the bridge location, the project will necessitate compliance with federal and state regulations, as well as close coordination with local regulatory agencies.



The City is seeking a qualified Consultant that can successfully provide Engineering Design Services to prepare Plans, Specifications and Estimates for the Firestone Bridge Pipeline Replacement Project, City Project No. 737-WTR. Services to be provided include project management, preliminary engineering, surveying, design, preparation of final plans, specifications & estimates, and construction support services, in accordance with Local, and State requirements. All services are to be in conformance with the Caltrans design requirements.

The scope of work involves replacing a corroded 12-inch water main that is suspended beneath the Firestone Blvd Bridge. The replacement pipeline will span approximately 3,200 linear feet. Coordination with Caltrans is required, as partial or full closures of the I-710 Freeway may be necessary during construction. Additionally, coordination with the U.S. Army Corps of Engineers, California Department of Transportation (Caltrans) and the Los Angeles Flood Control District (LAFCD) will be required, as a portion of the work occurs over the Los Angeles River. Traffic control measures will be implemented on the Firestone Blvd Bridge, affecting on-ramps and off-ramps to the freeway. If installation beneath the bridge is deemed infeasible, alternative methods such as boring underneath the freeway may be considered. Efforts will be made to minimize disruptions to businesses and traffic, which may necessitate nighttime construction work.

SCOPE OF SERVICES

The City is soliciting proposals from qualified Consultants that can successfully provide Engineering Design Services for this Project. The specific services noted are referenced under the Introduction and Project Description heading above and are described in more detail in the task below. The scope of work requested in this RFP is for the preparation of the full set of construction documents necessary for construction and bidding. This includes the preparation of the Plans, Specifications and Engineer's Estimates, obtaining all necessary permits and clearances from other public agencies, construction support services and other work as specified in this section. It shall be the Consultant's responsibility to ensure their proposal includes all services necessary to obtain Caltrans and/or other stakeholders' approval to bid and construct the project.

All design work shall adhere to the latest Caltrans' Standard Plans and Specifications, latest edition of the Highway Design Manual, California MUTCD, American Waterworks Association, and other applicable standards in effect as of the date of the Notice to Proceed. Design services shall also adhere to City, State and County standards as applicable. All work shall also conform to applicable federal, state, and local codes and other regulatory requirements. The engineering and design services shall consider the following:

- **Pipeline Design:** Material selection (e.g., welded steel, HDPE, DIP), size, and alignment.
- **Structural Analysis:** Ensure bridge loading requirements are met.
- **Seismic Considerations:** Compliance with California seismic codes for pipelines on bridges.
- **Hydraulic Analysis:** Capacity verification and surge protection considerations.
- **Bridge Attachment vs. Bore/Jack Methods:** Determine the best installation method.
- **Traffic Control Plan Development:** Required by **Caltrans** for work on/near the bridge.
- **Permit Compliance Plan:** Ensure all permits are obtained and incorporated into design.

The specific tasks for this scope of work are as specified as follows:

TASK 1 – PROJECT MANAGEMENT

The Consultant shall provide a Project Manager to be responsible for the successful delivery of the services being sought herein. The Project Manager shall be responsible for the following:

- Managing the sub-Consultant team in the preparation of specifications and engineering estimates and other related documents. Given the significant escalation in local

construction costs over the past few years, all engineering estimates are to be carefully compared with recent Southern California work costs and adjusted as appropriate for this project prior to presenting to City staff.

- Coordinating with all project stakeholders including but not limited to City of South Gate, U.S. Army Corps of Engineers (USACE), Los Angeles Regional Water Quality Control Board (RWQCB) Caltrans, the consultant team, Los Angeles County Flood Control District, Los Angeles County Public Works Department, utility companies, all regulatory agencies, property owners, business owners and the general public.

- Supervising, coordinating, monitoring and reviewing design for conformance with City standards, policies and procedures.

- Maintaining continuous communication with the City Project Manager, to review the project documents at 60%, 90% and 100% completion.

- Managing schedules and project reporting.

- Coordinating and facilitating regular bi-weekly meetings (every other week) with City staff. With advance approval from City staff, some meetings may be virtual (via Zoom or a similar platform). When virtual meetings are held, all participants must have their cameras turned on.

- Coordinating regular meetings with effected utility companies and participating agencies as necessary to deliver the services sought herein. With advance approval from City staff, some meetings may be virtual (via Zoom or a similar platform). When virtual meetings are held, all participants must have their cameras turned on.

- Preparing meeting agendas and minutes, with an action item matrix. Draft meeting minutes are to be prepared and distributed to City, and other attendees or organizations, within five calendar days of the meeting date with comments due within seven calendar days from the distribution date. Upon receipt of comments, final meeting minutes are to be distributed within seven calendar days to all participants.

- Attending a Design Kick-off meeting with City representatives to review the project in detail.

- Evaluating and determining requirements and procedures for ongoing review and coordination.

- Determining relevant issues specific to the Project and design standards.

- Providing construction support services during the construction phase.

Deliverables:

- Meeting Schedules, Attendance, Rosters, Submittals and RFIs Status, Milestone Matrix, Meeting Agendas and Minutes. Meeting Agendas are to be provided for City Staff review one workday prior to the meeting date.

- Detailed Project Schedule.

- Monthly Project Reports.

TASK 2 – AGENCY & UTILITY COORDINATION

Consultant shall coordinate with all stakeholders affected by the proposed improvements including but not limited to property owners, agencies, and utility companies. The Consultant shall perform detailed research to identify all affected stakeholders that may be impacted. It is anticipated that the affected stakeholders will include, but not limited to, the Los Angeles County Flood Control District (LACFCD), RWQCB, Caltrans, United States Army Corps of Engineers (USACE), Department of Fish and Game, and City of South Gate.

Coordination with the utilities companies shall include the following:

- Consultant shall conduct a utility investigation within the Project construction limits based on available record information and review utility information to determine the impact of the project on the various utilities, including making contacts with each affected utility company to determine profiles of any facilities that may interfere with the proposed construction.

- Maintain a contact log.

- Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans. A utility base map will be developed based upon information received from the utility companies.

- Submit 60%, 90%, and 100% plans to the utility companies for review and comment. Plans will only be distributed to those utility companies with facilities within the immediate project area.

- Coordinate with utility companies to relocate or upgrade their facilities (upon their request), as needed, within the project limit.

- Consultant shall be responsible for determining any utility upgrades or installations that will be required to service the existing and proposed improvements and to coordinate the installation of all required upgrades with each affected utility company.

- Lead efforts to identify ownership of unknown wet or dry utility lines.

- Plan and coordinate with Southern California Edison regarding any services needed and any other affected utility agency.

Deliverables:

- Meeting Agendas and Minutes
- Utility notification letters
- Stakeholder/Utility Coordination Matrix
- Utility substructure base map 24" X 36", 20 scale drawing to be included in the project plans

TASK 3 – FIELD SURVEY

Consultant shall conduct field survey as required for the preparation of the specifications. Consultant shall perform comprehensive field surveys of the bridge deck, soffit, concrete, ties, surrounding fence, railings, gates and all aspects of the bridge, to guarantee accuracy of the final construction documents.

TASK 4 – PERMITS

The project is proposed to be constructed on right-of-way owned and operated by various stakeholders. Permits may be required to construct the proposed improvements. The Consultant shall apply and secure permits from the impacted stakeholders. This may include, but is not limited to Caltrans, LACDPW, LACFCD, RWQCB, utility companies, the City of South Gate, Department of Fish and Game, Caltrans, USACE; section 408 or section 404, and others as determined during the design development process. The Consultant shall develop and compile all necessary documents to secure permits from impacted stakeholders. The design consultant shall notify the City's Project Manager immediately if it appears applying for securing project permits is going to result in a delay in the completion of all design work within the prescribed 6-month design.

Deliverables:

- Permits from all impacted stakeholders as determined during the design development process, irrespective of their identification on this RFP.
- Review environmental requirements and, if necessary, obtain all required environmental clearances.

TASK 5 – PREPARATION OF GENERAL PROVISIONS, SPECIAL PROVISIONS, TECHNICAL PROVISIONS AND COST ESTIMATES

The Consultant shall prepare Specifications, and Engineer's Estimates at levels of completion of 60%, 90% and 100%. City will endeavor to provide review comments at all design stages, inclusive of the 100% design stage, within two calendar weeks of the submittal. It is expected that 100% Specifications and Engineer's Estimate will be completed and comments and input incorporated from all stakeholders. One final set of project documents shall be produced after 100% approval by the City.

Project Specifications shall conform to Caltrans and City Standard Specifications.

The consultant shall review the attached inspection reports prepared by Los Angeles County, and Caltrans and provide construction documents to repair all items listed. At a minimum, the Consultant shall address the following items per each bridge inspection report as applicable:

Deliverables:

- Three (3) sets of specifications, (General Provisions, Special Provisions and Technical Provisions) at 60%, 90% and 100%.
- Engineer's Estimates at 60%, 90%, and 100% (in pdf and Excel Spreadsheet)
- Native electronic (i.e., MS Word/Excel) files at every stage.
- All design documents must be complete within six (6) months from contract start date.

TASK 6 – ENGINEERING DESIGN DRAWINGS

The Design Consultant shall prepare plans and details on Architectural "D" size (i.e. 24"x36") sheets to complement the specifications and develop a complete set of construction documents for bidding.

Deliverables:

- At 60%, 90% plans and 100% plans
- Native electronic (i.e., DWG) e-transmittable (i.e. including x-references, pen styles, etc.) files at every stage. DWG files are to be provided in the latest version of the software.

TASK 7 – CONSTRUCTION BIDDING PHASE

The Consultant will prepare a Construction Bid Package, advise the City on the appropriate response to bidder's technical questions, and prepare revised specifications, plan sheets and/or

quantity estimates to be issued as addenda as the City determines appropriate. The Consultant will provide support during the construction bidding phase and advertising period as follows:

- Attend pre-bid meeting.
- Assist in Analysis of Bids, as necessary.
- Log questions and responses to bidders' questions regarding the bid documents.
- Evaluate the need for addendum to bid documents in response to bidders' questions and prepare addendum if required.
- Prepare a conformed set of plans, specifications and estimate (PS&E) issued for construction to incorporate clarifications and/or changes stemming from addenda and/or request for clarifications during the estimating and/or bidding process.
- Please note the City anticipates advertising this project for construction bids on PlanetBids, therefore the Consultant will not be providing any hard copy sets of plans and specifications for bidding purposes.

Deliverables:

- Construction Bid Package
- Addenda, as necessary
- Log of bidder inquiries
- PS&E conformed set.

TASK 8 – PRE-CONSTRUCTION AND JOB-SITE MEETINGS

Attend the pre-construction meeting and up to four job-site meetings as required over the course of the construction schedule. Consultant to include these meetings in their proposal.

Deliverables:

- Prepare agenda and meeting minutes.

TASK 9 – RESPOND TO REQUESTS FOR INFORMATION AND SUBMITTALS

Provide response to contractor's requests for information (RFI) about the specifications and technical drawings forwarded to the Consultant by the City. This task includes conferring with the City's Construction Manager regarding the RFI as appropriate to address unforeseen site conditions and/or provide field recommendations. Prepare record drawings based on information

submitted by the construction contractor, the Construction Manager and/or Inspector and upon record information assembled by the Design Consultant.

Review shop drawing submittals for conformance with the contract documents. Consultant shall assume, that on average, each submittal shall include, review and response to the original submittal and at least one resubmittal.

Regularly scheduled construction observation is specifically excluded from this scope of work. It is assumed that fifty (50) RFI's will be responded to.

Deliverables:

- Log requests for information and provide responses
- Field recommendations
- Field meeting minutes
- Design details as needed
- Native (DWG) e-transmittable (i.e. including x-references, pen styles, etc.) and raster (PDF) record drawings.

PROPOSAL REQUIREMENTS

To be considered for this assignment, please submit your proposal and separate fee proposal in accordance with the instructions set forth in the City's RFP cover letter included with this RFP.

The proposal must be concise, well organized, and demonstrate your firm's team qualifications and experience related to this project. The proposal shall be printed on 8½" x 11" pages with a minimum 12 font size and shall include resumes, past experience, graphs, tables, etc. Resumes shall not exceed one-page per staff member and may be incorporated in an Appendix. Resumes shall not count against the page limits specified below. The proposal must include the following sections:

I. Cover Letter (one page): The cover letter shall include the name and address of the organization submitting the proposal, and a brief introduction of the company and proposed Project Manager. The cover letter shall note the proposal is valid for at least 90 calendar days.

II. Qualification and Experience of the Proposed Project Team (maximum of 10 pages): The proposed Project Manager shall have experience working with Public Agencies in similar assignments, including experience in dealing with Public Agency Staff, Council, and Commissions. It is highly desirable that the key project team members have experience pipeline installations on or adjacent to bridges, Caltrans permitting, and coordinating with

multiple regulatory agencies.. The City is looking for a qualified team that can provide turn-key services, and be the single point of contact and responsible party representing the City. The Consultant's personnel should have the following general qualifications:

A. Project Manager – The proposed Project manager shall be a California licensed civil engineer with at least 10 years of related experience and must possess the following personal skills:

- Excellent communication skills, both oral and written.
- Ability to organize, plan, build, and motivate a team.
- Ability to resolve personality differences and foster an environment of cooperation, productivity, and progress.
- Strong leadership and good judgment in selecting team members.
- Sound technical understanding and experience in similar work. Capability to promote sustainable design practices.
- Ability to develop concise scopes of work and schedules.
- Knowledgeable and sensitive to both community and environmental issues.

B. Project and Structural Engineer – The proposed Project and Structural Engineer shall be a California licensed professional civil engineer (PE) and Structural Engineer (SE) with at least 10 years of related experience.

C. QA/QC Officer – The QA/QC Officer shall be a California licensed civil engineer with at least 20 years of related experience.

D. Subconsultants – All proposed subconsultants shall have personnel with at least 10 years of experience in their proposed areas of expertise (e.g., survey, geotechnical, etc.)

The proposed project team shall be referenced on a Project Organization Chart.

The proposal shall also include a matrix or other suitable discussion identifying the availability of your team and the percentage of current workload of staff that will be committed to this project, including sub-consultants.

In addition to identifying the experience of the proposed project team members, the proposal shall also identify the firm's project experience in installing water main or similar projects that described in this Request for Proposal.

III. Scope of Work & Project Understanding and Project Approach (maximum 10 pages): The Consultant shall include in its proposal a detailed scope of work and understanding of the process to undertake such a complex project and complete it in compliance with all applicable rules, regulations, standards, and requirements. Other items to include:

- Description of your firm's quality/control (Q/C) and quality/assurance (Q/A) procedures that will be used for the Project. Please note the City will require submittal of written evidence during the course of the project documenting the implementation of the QA/QC process.
- Provide project schedule for various activities involved and identify the milestones of major tasks of the Project.
- Understanding of regulatory and permitting requirements. Include the permitting strategy and schedule.
- Discuss mitigating risks related to seismic, traffic, and regulatory timelines.
- Discussion of document control.

IV. References – Please include at least three references for similar work completed by your proposed project team members. References shall include the person's name and title along with their role in the project along and contact information (phone and email address).

V. **Fee Proposal – Consultant shall submit a fee proposal in a SEPARATE SEALED ENVELOPE marked** "Fee Proposal for Design Services to Firestone Bridge Pipeline Replacement Project". The City will negotiate with the top-ranked consultant in compliance with all applicable federal, state, and local guidelines. Fee proposals shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee.

The fee proposals must contain a resource allocation matrix with a task and fee breakdown of all components of cost, including labor base rate, overhead, and all other direct and indirect costs. The fee proposals shall clearly show hours and cost per task. The task and fee breakdown must match the scope of services, in format, as presented within the RFP. The Consultant and all sub-consultants shall not be compensated by the City for any time spent on commuting to or from the Project site and other peripheral work not directly performed as a result of this Project. The Consultant shall provide their services for the life of the Project for the approved scope of work and fee.

The fee proposal shall include as a minimum:

- One fee proposal submitted in a sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title and also provide electronic password protected version on a Flash Drive.
- A cover letter stating the not-to-exceed total lump sum fee.

- The fee proposal shall reflect all anticipated fee increases during the contract duration.
- Payment shall not be processed for any submitted invoices if the consultant is behind schedule for any of the outlined tasks.

Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations web site at: http://www.dir.ca.gov/dlsr/statistics_research.html

The format of the fee proposal shall match the Sample Fee Proposal format depicted below:

Task/ Classification	Personnel (Identify by Title (e.g., Project Manager, Project Engineer, CAD Technician, QA/QC, etc.) & Hourly Rate; Add as Many Columns as Needed)	Total Hours	Subconsultant Fees (Add a Separate Column for Each Subconsultant)	Other Direct Costs	Total Fee
Hourly Rate					
Task 1					
Task 2					
Task 3					
Task 4					
Task 5					
Task 6					

Task 7					
Task 8					
Task 9					
Totals					

SCHEDULE/CONSULTANT SELECTION PROCESSS/SELECTION CRITERIA

The City will evaluate the proposals submitted and select the most qualified consultant for the Project. The proposals will be evaluated based on the following scoring criteria:

Description	Points
Relevant Experience with Bridge-Related Projects	25
Technical Expertise and Qualifications of Project Team	20
Approach and Methodology	20
Understanding of Regulatory and Permitting Requirements	15
Quality Assurance and Project Management Approach	20
Total	100

All proposals will be evaluated by a South Gate Selection Committee (Committee). The Committee may be composed of South Gate staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposals. The evaluation of the proposals shall be within the sole judgement and discretion of the Committee. All contacts during the evaluation phase shall be through the South Gate Project Manager only.

The selection committee may review the submitted proposals according to the above evaluation criteria and weighting factors if necessary. The committee will then establish a shortlist of consultants who are considered to be best qualified to perform the contract work. The shortlist will include enough qualified consultants to ensure that at least three consultants are shortlisted for possible interviews, if deemed necessary.

If interviews are deemed necessary, the committee will reestablish a final ranking of the highest ranked consultants following such interviews. The Fee Proposal of the highest ranked consultant will be opened and used to begin negotiations. If agreement cannot be reached with the highest ranked consultant, then negotiations will proceed with the next most qualified consultant until a final consultant is selected.

The City staff will determine if an interview is necessary. If an interview is not necessary; the project will be awarded to the highest rank proposal, subject to successful fee negotiations with that Consultant.

One Consultant contract will be awarded. Late proposal submittals will be designated as non-responsive and returned unopened to the prospective.

A mandatory pre-proposal conference will be held on **April 29, 2025 at 10:00 a.m.** The meeting will be held at Municipal Corporate Yard at 4244 Santa Ana St, South Gate, CA 90280.

Schedule for the Consultant selection process:

No.	Process	Date
1	Requests for Proposal Released	April 9, 2025
2	Mandatory Pre-Proposal Meeting	April 29, 2025
3	Deadline for Questions	May 2, 2025 (4:00 p.m.)
4	Proposal Due Date	May 14, 2025 (4:00 p.m.)
5	Consultant Shortlist Due Date	May 28, 2025
6	Consultant Interviews (If Necessary)	June 3, 2025
7	Consultant Selection	June 10, 2025
8	Contract Award and City Council Approval	July 8, 2025

Disclosure: Consultants shall disclose in their responses to any Request for Proposals whether they have been the subject of any legal investigation by County, State, and/or Federal agencies within the past 5 years. If so, each responding consultant shall identify the agency and contact person, the nature of the investigation, and any determination over outcome of said investigation. Non-compliance with this section shall result in rejection of the Proposal, but a consultant's disclosure of any such investigation (even one which resulted in a determination that was averse to the consultant) will not automatically result in rejection of the Proposal. The occurrence, nature, underlying facts, and outcome of any such investigation are not by themselves determinative but are simply included among many factors that will be considered by the City in evaluating Proposals.

One Consultant contract will be awarded. Late proposal submittals will be designated nonresponsive and returned to the prospective consultants. **Substitution of the designated team and key staff after selection of the successful consultant will have to be in writing and approved by the City otherwise it will result in termination of the contract.**

RIGHT TO REJECT ALL PROPOSALS

The City of South Gate reserves the right to reject all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. All costs incurred in the preparation of the proposal and subsequent material, including a proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind which may be incurred by a respondent. All proposals and other information submitted to the City of South Gate in response to this RFP shall become the property of the City.

INSURANCE REQUIREMENTS

The selected Consultant shall provide insurance certificates naming the City of South Gate as an additional insured for Workers Compensation Insurance, General Liability and Automobile Liability in the amount of $ 1,000,000; the proposer must provide Professional Liability Insurance coverage (Errors and Omissions in the amount of $2,000,000 per occurrence). The insurance certificate shall contain a provision that the City shall be given thirty (30) days prior written notice in the event of cancellation or reduction in coverage. Consultant shall also execute a hold harmless statement on a form provided by the City.

CONSULTANT AGREEMENT

A sample of the City standard consultant agreement is attached as Attachment A.

Contract Exceptions – Please provide any proposed exceptions, additions, and/or deletions to the City's Request for Proposal. **The City WILL NOT accept any proposed requested changes to the City's Professional Services Agreement including the ability to meet the stipulated insurance requirements and other contractual terms therein. Please submit a proposal only if there is a clear understanding that your firm can execute the City's Professional Services Agreement without any changes.** By submitting a proposal, the proposer represents they have an understanding of and will comply with the requirements of the RFP and any addenda.

ATTACHMENTS:

1) Attachment 1: Sample Professional Services Agreement

ATTACHMENT 1 – CITY STANDARD CONSULTANT AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES TO PREPARE PLANS, SPECIFICATIONS AND ESTIMATE SERVICES BETWEEN THE CITY OF SOUTH GATE AND ----------INC. FOR THE FIRESTONE BOULEVARD BRIDGE PIPELINE REPLACEMENT PROJECT, CITY PROJECT NO. 737-WTR

This Agreement for Professional Services ("Agreement") is made and entered into on February XX, 2024, by and between the City of South Gate, a municipal corporation ("City"), and ..... ("xxxx") 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 Professional; Engineering services relating to repair of City owned bridges; and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum (----------) as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the City Manager or his/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 February XX, 2024, and will remain in effect for a period of one year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

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

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

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

6. **GENERAL TERMS AND CONDITIONS.**

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

6.2 Termination for Cause.

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

a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure 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 race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free

from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

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

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

c. Specify its acts as primary insurance.

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

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

6.6 Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all

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

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

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

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

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

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

6.9 Consultant's Personnel.

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

Code.

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

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

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

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

6.11 Legal Construction.

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

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

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

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

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

6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims

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

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

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

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

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

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

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

to all other relief to which that Party or those Parties may be entitled.

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

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

TO CITY:
City of South Gate
Arturo Cervantes
Assistant City Manager/Director of Public Works
8650 California Avenue
South Gate, CA 90280
Email : ACervantes@sogate.org
TEL: (323) 563-9567

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:

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.

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

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

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Rob Houston, City Manager

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

CONSULTANT, INC.:

By: _____
, President

Dated: _____

45

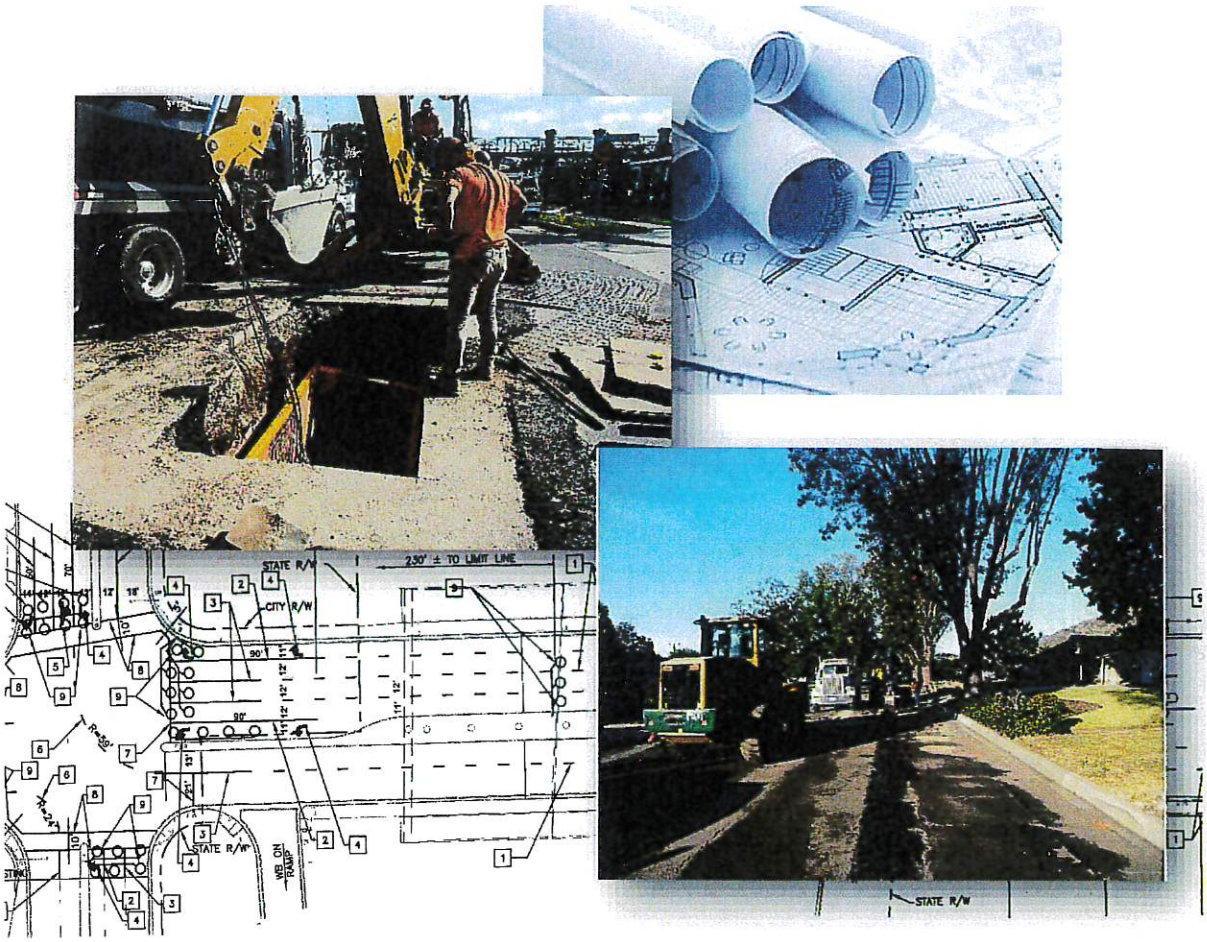
SA
ASSOCIATES

DELIVERING VALUE ... COMMITTED TO EXCELLENCE

CITY OF SOUTH GATE

PROPOSAL FOR

DESIGN SERVICES FOR THE FIRESTONE BRIDGE PIPELINE REPLACEMENT PROJECT CITY PROJECT NO. 737-WTR



MAY 14, 2025

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SECTION V: APPENDIX

(OUR FEE PROPOSAL IS ENCLOSED IN A SEPARATE SEALED ENVELOPE)

SA
ASSOCIATES

May 14, 2025

Derwin Dy, Water Resources Section Manager
City of South Gate
8650 California Avenue, South Gate, CA 90280

Subject: Proposal for Design Services for the Firestone Bridge Pipeline Replacement Project, City Project No. 737-WTR

Dear Derwin:

In accordance with your Request for Proposal, we are pleased to submit our proposal to provide design services for the Firestone Bridge Pipeline Replacement Project. SA Associates has extensive experience in design and construction of water and recycled water, sewer, storm drain, and street facilities. We have been responsible for the design and construction of over 147 miles of water and recycled water lines for a construction cost of approximately $134 million for various agencies in the Southern California region.

SAA has proven experience with the installation of water pipelines on, and adjacent to, bridge structures, including projects requiring complex coordination with structural elements, traffic control, and agency or owner representatives. We have successfully delivered multiple projects where water mains were integrated into bridge decks, routed through utility corridors adjacent to bridges, or installed beneath bridge and channel structures using jack-and-bore methods. These installations demanded detailed planning and close collaboration with local agencies having jurisdiction, long-term reliability, and accessibility of the pipeline systems. Our approach prioritizes minimal disruption to bridge operations and full compliance with all applicable Caltrans and AWWA standards.

For the City of South Gate, we recently prepared plans, specifications, and cost estimates for Water Main Replacement Project, Phase 1, (689-WTR) consisting of replacing 17,130 ft. of cast iron water main with ductile iron pipe (DIP). Currently we are designing Water Main Replacement, Phase 3 to supplement improvements completed in Phase 1, which includes an additional 7,810 ft. of DIP. We are therefore familiar with the City's policies, personnel, and procedures.

Our proposed project manager, Jorge Lovo, P.E., brings over 25 years of experience in designing and managing water main replacement projects. He will lead a design team with extensive expertise in water main design. This team has a proven track record of delivering successful projects for previous clients. As a result, we will provide a customized approach tailored to the City's specific needs and goals.

Our Cost Proposal is provided in a separate sealed envelope along with the Cost Proposal Form. We confirm receipt of Addendum No. 1 (acknowledgement follows this letter) and Questions and Answers 1.1 to 1.6. Our proposal is valid for 90 calendar days from the date of this submittal.

Thank you for the opportunity to submit our proposal. Should you have any questions or require any further information, please do not hesitate to contact the undersigned.

Very truly yours,

Shahnawaz Ahmad

Shahnawaz Ahmad, P.E., President
Tel 626.821.3456, E-Mail: sahmad@saassociates.net

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: May 6, 2025

TO: Prospective Bidders

FROM: Derwin Dy, Principal Civil Engineer/Water Resources Manager

SUBJECT: ADDENDUM #1: Firestone Bridge Pipeline Replacement Project, CIP 7037-WTR.

This addendum consists of Six (6) pages.

Please note the following changes and/or additions to the Project Plans and Specifications for the above reference 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

The following clarifications, additions & deletions are made to the Specifications for the above referenced project:

1. **Add "Attachment 2 – As-built" pages 32-A1 to 35-A1 in its entirety as attachments to the RFP.**
2. **Replace pages 6 in its entirety with page 6-A1.**
3. **Replace page 11 in its entirety with page 11-A1.**

END OF ADDENDUM #1

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #1 which shall be attached to the Bid.

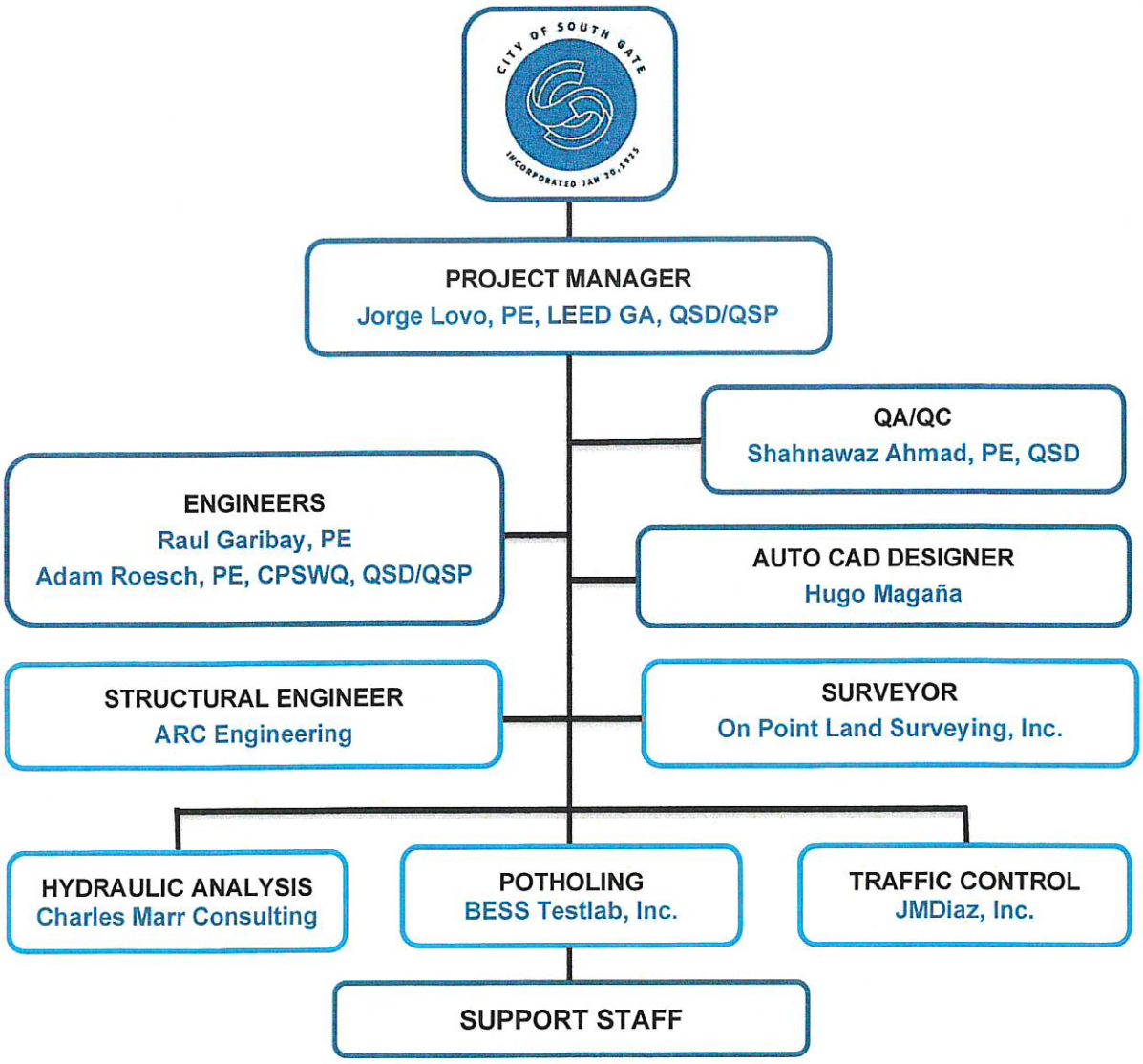
Shahnawaz Ahmad, President — May 14, 2025

Signature and Title — **Date**

SECTION II: QUALIFICATIONS AND EXPERIENCE OF PROPOSED PROJECT TEAM

The high quality of SA Associates' work derives largely from the competence of our individual employees and the blending of their talents to meet your project needs. To ensure this quality, it is our policy to staff each project with employees that have the requisite experience, interest and skills. The team below is capable of managing the Water Main Design Project and providing creative and cost reduction solutions, while meeting the City's goals on time and within budget.

ORGANIZATIONAL CHART



Resumes for the SA Associates Team members follow on Page 6 of this section.

PROJECT TEAM MEMBER AVAILABILITY:

SAA Team Member	Role	Availability
Jorge Lovo	Project Manager	60%
Shahnawaz Ahmad	QA/QC	20%
Adam Roesch	Engineer	70%
Raul Garibay	Engineer	100%
Hugo Magana	AutoCAD Designer	80%

Subconsultant	Subconsultant Role	Availability
On Point Land Surveying	Surveyor	100%
ARC Engineering	Structural Engineer	100%
Charles Marr Consulting	Hydraulic Analysis	100%
BESS Testlab, Inc.	Potholing	100%
JMDiaz, Inc.	Traffic Control	100%

- **SUPERIOR AND COMMITTED PROJECT TEAM:** SA Associates' senior management is highly involved in project activities, ensuring responsiveness and coordination throughout all phases. The firm is dedicated to delivering high-quality engineering services by assigning professionals with the necessary experience and knowledge of local conditions and public works policies.
- **PROPOSED PROJECT MANAGEMENT:** Jorge Lovo, P.E., brings over 25 years of experience in designing and managing water main replacement projects. He will lead a design team with extensive expertise in water main design. This team has a proven track record of delivering successful projects for previous clients. As a result, we will provide a customized approach tailored to the City's specific needs and goals. Mr. Lovo has experience with the installation of water pipelines on and adjacent to bridge structures, including projects requiring complex coordination with structural elements, traffic control, and agency or owner representatives.
- **CERTIFICATIONS AND LICENSES OF PROJECT TEAM:** The proposed team, including the Project Manager, QA/QC individual, and Engineers, consists of Professional Engineers registered in California. They have extensive experience and are familiar with key industry standards, such as the "Standard Specifications for Public Works Construction" (Greenbook), Caltrans Standard Plans and Specifications, the California Manual on Uniform Traffic Control Devices, Cal/OSHA Construction Safety Orders, and the preparation of encroachment permits.
- **FAMILIARITY WITH PERMIT PROCESSES:** Our staff is experienced with the permitting processes and requirements of various agencies, including Caltrans, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Fire Department, County of Orange, OCTA, local cities, Metropolitan Transit Authority (Metro), railroad companies, Sanitation Districts of Los Angeles County, South Coast Air Quality Management District (ACMD), National Pollutant Discharge Elimination System (NPDES), Storm Water Pollution Prevention Plan (SWPP), Southern California Edison, State Water Resources Control Board (SWRCB), and the Metropolitan Water District of Southern California.

SUBCONSULTANTS

We plan to utilize the services of the following subconsultants. Our Project Manager will ensure that the documentation provided by our subconsultants will be relayed to the Project Team members, to seamlessly incorporate their findings into the design process.

STRUCTURAL ENGINEER: ARC ENGINEERING
222 E. Huntington Drive, Unit 235
Monrovia, CA 91016
Gagan Bains, Ph.D., P.E., S.E., Principal
626.574.1425, gbains@arc-engineering.com

The team at ARC Engineering comes with over 40 years of professional experience in the field of structural engineering consisting of licensed structural engineers holding doctoral and masters degrees, and is very well qualified for taking on projects of various complexities and challenges. ARC Engineering is committed to delivering projects on time and within budget and we work closely with our clients towards that end. Their experience is highly diversified as is evident from the following summary of experience. Services offered include:

- Design of new structures, seismic retrofit/modifications of existing structures, and structural evaluation of existing structures.
- Shop drawings review and other construction management services including structural observations/inspections, responding to clarifications, etc.
- Expert witness for structural engineering and related projects.
- Site improvements such as retaining walls, pergolas, decks and parking structures.
- Construction management services including bid-ability/constructability review cost estimating, document control and tracking, and claims mitigation and resolution

The ARC engineering team brings excellent combined experience for bridge and infrastructure projects across California. Their collective expertise spans a broad range of public agencies, including Caltrans, BART, VTA, SFMTA, SFCTA, and Caltrain. They have successfully navigated permitting processes in jurisdictions such as Los Angeles County, the Port of Long Beach, the City of San Diego, the City and County of San Francisco, Alameda County, and other counties ensuring compliance, coordination, and timely approvals for complex infrastructure projects.

SURVEYOR: ON POINT LAND SURVEYING, INC.
1906 Orange Tree Lane, Suite 240
Redlands, CA 92374
Shari Todd, Operations Manager
909.792.2221, shari@onpointlandsurveying.com

On Point Land Surveying, Inc. specializes in land surveying services; design topographic surveys, establishment of horizontal and vertical control networks, aerial mapping, construction staking, and boundary retracement surveys. They were founded in 2010 by Tony Smith, PE, PLS. Tony is an accomplished survey manager and principal with over 20 years broad-spectrum experience in all phases of land surveying.Tony maintains licensure in both California and Arizona as a Professional Land Surveyor and in California as a Professional Engineer. On Point ensures that their staff has proper training and are equipped with the most up to date technology;

including software and equipment. They utilize both Static and RTK GPS combined with the latest software for processing geospatial data. Types of surveys include:

- LTA/ACSM Surveys
- As-built Surveys
- Aerial Survey Ground Control
- Right-of-way Surveys
- Topographic Surveys
- Construction Layout
- Elevation Certificates
- Boundary Surveys
- Tentative Maps
- Parcel Maps/Tract Maps
- Records of Surveys/Corner Records
- Legal Descriptions and Plats
- Construction Certifications

HYDRAULIC ANALYSIS: CHARLES MARR CONSULTING
6762 Worsham Drive
Whittier, CA 90602
Charlie Marr, P.E., Principal Engineer
562.781.7936, charlie@mcarrcon.com

Charlie Marr, is Principal Civil Engineer and owner of Charles Marr Consulting (CMC) with engineering and management experience in water and sewer systems master planning and design, including hydraulic modeling; water resources analysis in support of pump station and pipeline design; creative solutions to sewer service that may not be conducive with standard operation; and the preparation of preliminary design studies and direction for final construction drawings. Charlie and CMC served as subject matter expert for V&A to prepare construction drawings and design for utility relocations crossing Interstate 10 (I-10) for SBCTA from the Los Angeles County border to Interstate 15. V&A called upon CMC to serve a similar role for the High-Speed Rail project through the City of Shafter, until its work stoppage in April 2025. The master plans for domestic water, wastewater, and nondomestic water systems performed for cities; large residential, industrial, and commercial developments; and university campuses state-wide typically include preparation of capital improvement programs identifying future facilities and sizing to accommodate proposed infill and service area expansion. Master planning and hydraulic modeling performed by CMC are typical tasks for preliminary design of both water and sewer piping and pumping systems to determine optimal pipe diameter, and pumping/system curves for reliable and efficient operation."

POTHOLING: BESS TESTLAB, INC.
1508 E. St. Francis Street, Unit A
Ontario, CA 91762
Michael Horne, Project Manager
Tel 510.634.8889, mhorne@besstestlab.com

Bess Testlab, Inc. (BESS), is a CPUC certified MBE/DBE company that provides solutions to mitigate the underground utility related risks associated with the design and construction of civil and infrastructure projects. They have been in operation since 1967 and provide a complete range of Subsurface Utility Engineering Services (SUE) to both private and public companies throughout Northern and Southern California. Bess Testlab, Inc., uses Non-Destructive Air-vacuum Excavation (potholing) to expose the utilities being surveyed to determine their exact depth and location. Precisely locating underground utilities help the designers plan their construction project to eliminate potential damage and unnecessary relocations. Services include Underground Utility Locating, Vacuum Excavation – Utility Potholing, GPR Concrete Scanning, CCTV Pipeline Inspection, Concrete Cutting & Coring, Traffic Control, Surveying & Mapping, and Subsurface 3D Mapping. Our field associates are trained in intermediate level

and/or advanced maintenance of traffic. Additionally, we have certified confined-space-entry trained personnel in the field to meet OSHA requirements. BESS has a full time Technical and Safety Trainer on staff and a Personnel Training and Tracking System, which constantly identifies updates for re-certification training. Bess safety program is ISNETWORLD Qualified with a current rate of A.

TRAFFIC CONTROL PLANS: JMDIAZ, INC.
18645 East Gale Avenue, Suite 212
City of Industry, CA 91748
Juan M. Diaz, PE., President
Tel 626.820.1137, jmdiaz@jmdiaz.comP.E.

Originally founded and 100% owned by Juan M. Diaz in 2001, JMD is serving clients from its regional offices in the City of Industry, Anaheim, and San Diego, California. Currently, JMD has a staff of 19 professionals and administrative staff. JMD offers expertise in several areas of civil engineering including highway, land, rail and traffic engineering for public and private sectors. JMD's experience includes the development of plans, specifications and estimates for a variety of facilities including freeways, roadways, streetscapes, traffic signals, lighting systems, light rail corridors, BRT corridors. railroads, grade crossings and development sites. These projects have required JMD's expertise in roadway, grading, drainage, utility, signing & striping, traffic signals, lighting, traffic control, grade crossing, and track alignment design. JMD has thorough knowledge of Federal, State, local agency and private entity project requirements as they relate to transportation and development projects. JMD staff is often coordinating project approvals with public agencies at all levels as well as developing sensitive projects requiring close coordination with political officials, local communities and railroads.

For Caltrans, the JMD team completed encroachment permit applications through District 7 for the following:

- Water main improvements for the LBWD along Ximeno Avenue. This project involved replacing an existing 6-inch asbestos cement water main to a new 8-inch. Approximately 1,786 LF of pipeline was replaced and encroached partially onto PCH, which is under Caltrans jurisdiction.
- Water main improvements for City of El Segundo at PCH and Grand Avenue. This project involved the replacement of a water main along Grand Avenue from Center Street to PCH, which is under Caltrans jurisdiction.

For LACDPW, the JMD team completed the permitting process through the on-line portal EPIC-LA for the following:

- Alondra Blvd/Valley View Ave street improvements for the City of Santa Fe Springs. This project involved street widening improvements for the intersection of two major arterials to increase vehicular capacity, and improve mobility and access to/from the adjacent I-5 freeway. LACDPW was involved due to County-owned facilities impacted by the improvements.
- Compton Blvd street improvements for the City of Compton. This project involved a corridor-wide street improvement from east to west city limits, with a Complete Streets focus and proposed Class 2 bike lanes. LACDPW was involved due to County-owned facilities impacted by the improvements.

SHAHNAWAZ AHMAD, P.E., QSD
Quality Assurance/Quality Control



Mr. Ahmad founded SA Associates in 1989, creating a civil engineering firm focused on city, county and municipal agencies. Mr. Ahmad has over 40 years of experience. Currently, he is involved with projects on civil design, street improvements, water and sewer system master planning; water resources; water supply and treatment; water reuse; wastewater collection, treatment, and disposal; storm drainage; design of water and wastewater treatment plants, water pipelines, sewers, pumping stations, wells, storage reservoirs, and water reclamation systems; studies of water and wastewater treatment processes; and industrial waste problems.

EDUCATION:
University of Karachi, Pakistan, B.E., Civil Engineering
University of California, Berkeley, M.S., Sanitary Engr

REGISTRATION:
Registered Civil Engineer, California, No. 23712

MEMBER:
American Academy of Environmental Engineers, Diplomate
American Public Works Assn.
American Society of Civil Engrs
American Water Works Assn.
Ca. Water Environment Assn.
So Cal Water Utilities Ann.
Water Environment Federation

RELATED EXPERIENCE

CENTRAL BASIN WATER DISTRICT
- Recycled Water Pipeline Extension City of South Gate which crossed the Alameda Corridor. **We initially assessed the option of running the pipeline under the bridge cell, but the final design utilized a jack-and-bore installation beneath the channel.**

CITY OF CHINO
- Quadrant 1 Water Main Replacement

CITY OF HUNTINGTON BEACH
- Water Valves Replacement Design

KINNELOA IRRIGATION DISTRICT
- Design of East-West Tank East-West Tank Connector Pipeline for 3,760 ft of 4" & 12" DIP. **A permit was obtained from the LA County Flood Control District to cross their facilities at 5 locations**

LONG BEACH UTILITIES DEPARTMENT
- **Water Main Bridge Crossings. Permits required from Caltrans & LA County Flood Control District**
- Ximeno Dr Water Main required a **Caltrans Encroachment Permit.**

CITY OF MONTEREY PARK
- Water & Sewer Improvements Atlantic Blvd.

CITY OF ONTARIO
- Water Main Replacement at 30 locations.

CITY OF POMONA
- Water Main Replacement at Bonita & Towne Aves. **The project crossed railroad tracks and required Caltrans permits.**
- Design of 30" transmission water main. **Project crossed Caltrans right-of-way and permits were required.**

SANTA CLARITA VALLEY WATER AGENCY
- Bouquet Tank and Tank #3 Pipeline Replacement
- Old Road Pipeline Replacement

CITY OF SIERRA MADRE
- 2020 Water Main Program. **This project included several bridge crossings, with the pipeline installed along the side of the bridge**

CITY OF TORRANCE
- Design of 16,700 feet of 6"-12" dia. water mains on Artesia Blvd. from Hawthorne Blvd. to Western Ave. The project included work in Caltrans right-of-way and crossing the Dominguez Channel. **Permits were obtained from Caltrans and the Los Angeles County Department of Public Works.**

RAUL GARIBAY, P.E.
Engineer



Mr. Garibay has over 39 years of experience in water-related projects. He retired from the City of Pomona after serving as Supervising Water Resources Engineering.

EDUCATION:
Loyola Marymount University, Los Angeles, BS Civil Engineering, 1982
Cal State University Los Angeles, MS Business Administration

REGISTRATION:
Registered Civil Engineer, California, No. C43304

CERTIFICATION:
Water Treatment Operator, Grade IV, No. 19408

Water Distribution Operator, Grade II, No. 29625

RELATED EXPERIENCE

CENTRAL BASIN MUNICIPAL WATER DISTRICT

- Recently provided Construction Management and Inspection services for the Backbone Recycled Water Phase B Pipeline Project in the City of Montebello. The project consists of installing approximately 1,900 feet of 6" and 8" C900 PVC purple pipe.

CITY OF MONTEREY PARK

- Provided Construction Management and Inspection services for the Centralized Groundwater Treatment System (CGTS) for the Delta Plan, located in the city of Rosemead. The CGTS consists of advanced oxidation (AO) involving ultraviolet (UV) and hydrogen peroxide to destroy volatile organics (VOCs) and 1,4-dioxene, downstream liquid-phase granular activated carbon (LGAC) to absorb any residual contaminants.

CITY OF POMONA

As Supervising Water Resources Engineer:

- Supervised engineering group in the Water Resources Department
- Participated in interview boards for other municipalities
- Developed and implemented Sanitary Sewer Management Plan
- Conducted sewer and water plan reviews for private and public projects; reviews included compliance checks with current health regulations and inspection of field installations
- City's liaison on various water committees such as Chino Basin Watermaster, Three Valleys MWD, and Six Basins Board
- Developed and Implemented 2005 Urban Water Management Plan
- Project Manager for Water and Sewer Master Plan
- Reviewed developers' water and sewer utility plans
- Project Manager for various water and sewer related projects: ranged from pipeline to treatment plants
- Liaison with the California Department of Health Services

CITY OF BURBANK

As Planning and Engineering Manager:

- Supervised team that coordinated with outside developers on construction and planning projects
- Planned, coordinated, and negotiated with other city departments to ensure integration with their projects Liaison on other city departments on the widening of Interstate 5 project

CITY OF PASADENA

As a Civil Engineer for the City of Pasadena:

- Project Manager for Water Master Plan
- Developed and Utilized Department's Water Hydraulic Modeling
- Participated in multi-departmental group that developed the City's GIS Base map
- Reviewed building plans for impacts on the water system
- Created plans and specifications of water pipeline projects
- Participated on engineering review hiring boards for various cities

JORGE LOVO, PE, LEED GA, QSD/QSP
Engineer



Mr. Lovo has over 25 years of experience designing and managing a variety of infrastructure projects. Project types range from streets, roadways, sewers, storm water, to water-related projects. The water related include water, wastewater, recycled water, and storm water facilities including conveyance, water quality & treatment, pump stations, and storage. He provides technical leadership on small to large sized projects; supporting teams winning new business; interacting with clients, agencies and other consulting firms; preparing detailed engineering calculations, CAD drawings, estimates, master planning, facilities condition assessment, construction support, preparation of plans, specifications and others documents for permitting and construction. His expertise lies mostly with city, municipal and agency projects. He is adept at working with municipalities and understands their process.

EDUCATION:
B.S. Civil Engineering
University of Hawaii

REGISTRATION:
Registered Civil Engineer, California, No. C75632
Registered Civil Engineer, Canada, Board of Professional Engineers

CERTIFICATION:
LEED Green Associates – Green Building Certification Institute, ID No. 10779963
Construction Management, University of Quebec, Canada
Professional Studies in Technique of Architecture, College of Old Montreal
Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP) Certificate No. 25596

PROJECT EXPERIENCE

CITY OF ALHAMBRA
- Westmont Drive Water Main Replacement
- Pepper Creek Way, Fern Haven Lane, Hadrian's Crescent Water Main Replacement

CITY OF ANAHEIM
- Baja and Solomon Drives Water Main Replacement
- Country Glen Way Water Main Replacement

CENTRAL BASIN WATER DISTRICT
- Recycled Water Pipeline Extension City of South Gate. project included a crossing of the Alameda Corridor. **We initially assessed the option of running the pipeline under the bridge cell, but the final design utilized a jack-and-bore installation beneath the channel.**

CITY OF CHINO
- Quadrant 1 Water Main Replacement

CITY OF CHINO HILLS
- Prepared plans for 8,830 ft. of Recycled Water Pipelines.

CRESCENTA VALLEY WATER DISTRICT
- New Biological Nitrate Removal Treatment Facility & Well #2 Reactivation

CITY OF HUNTINGTON BEACH
- Water Valves Replacement Design

LONG BEACH UTILITIES DEPARTMENT
- Water Main Improvement projects at 1613 Ximeno Ave. and Queensway Dr. The Ximeno project **included Caltrans encroachment permitting.**

CITY OF ONTARIO
- Water Main Replacement

CITY OF ONTARIO
- Water Main Replacement

ROSE HILLS MEMORIAL PARK/ CEMETERY
- Recycled Water Retrofit Project

SANTA CLARITA WATER AGENCY
- Bouquet Tank and Tank #3 Pipeline Replacement
- Old Road Pipeline Replacement

CITY OF SIERRA MADRE
- 2020 Water Main Replacement. **This project included several bridge crossings, with the pipeline installed along the side of the bridge**

HUGO MAGAÑA
AutoCAD Designer/Technician



Mr. Magaña is a Designer/Draftsman. He is involved in a variety of street, sewer, and water projects, providing technical and CAD assistance to our team. His expertise is in GIS software and AutoCAD.

RELATED EXPERIENCE

CITY OF ALHAMBRA
- Main Street Sewer Replacement – AutoCAD Designer, Replacement of approximately 1,858 LF of an existing 8-inch sewer main with a 12-inch sewer main on Main Street, between Bushnell Av, & Atlantic Blvd.

BOY SCOUTS OF AMERICA
- Trask Scout Camp Water System Rehabilitation and Enhancement Project - Design services for design-build project at the Boy Scouts camp in the city of Monrovia foothills.

CENTRAL BASIN MUNICIPAL WATER DISTRICT
- Recycled Water Pipeline System Extension in the City of South Gate – Plans for 24,600 linear feet of 8" – 20" recycled pipeline.

CITY OF CHINO
- Quadrant I Water Main Replacement Project – Plans for design of 11,000 ft. of 12" DIP with a new 8" C900 Polyvinyl Chloride. 6

CITY OF CHINO HILLS
- Provided utilities research and preparing plans 8,830 ft. of Recycled Water Pipelines.

CITY OF HUNTINGTON BEACH
- Water Valves Replacement - Design services for water valve replacement in 50 locations throughout the City's water system.

KINNELOA IRRIGATION DISTRICT
- Sierra Madre Villa & Villa Heights Water Main Improvement Project – Plans, for the installation of approximately 1,360 linear feet (LF) of new 8" DIP to connect the existing 8" DIP in Sierra Madre Villa Avenue.

EDUCATION:
California State University
B.S. Mechanical Engineering

Rio Honda College College of Engineering and Technology

California State University, Fullerton, College of

Engineering and Technology

AFFILIATIONS:
- Engineers for a Sustainable World, Cal State Long Beach
- Center for Academic Support in Engineering and Computer Science, Cal State Fullerton
- Society of Mexican American Engineers and Scientists, Cal State Fullerton and Cal State Long Beach

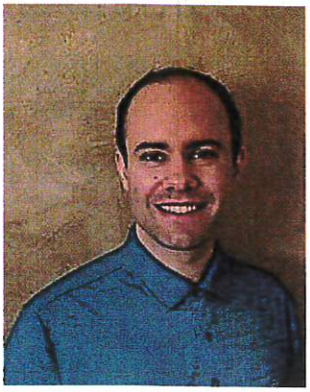
LONG BEACH UTILITIES WATER DEPARTMENT
- Conducted utility research and preparation of plans for the Ximeno Ave. Water Main Improvement project which included approximately 2,230 LF of 8" ductile iron water
- Conducted utility research and preparation of plans for the Queensway Drive Water Main Improvement project which included approximately 510 LF of 12" ductile iron water mains

CITY OF LYNWOOD
- Conducted utilities research for Long Beach Meter Upgrade and Line Abandonment Project.

CITY OF SOUTH GATE
- Conducted utility research and prepared plans for Water Main Replacements Project, Phase 1 for various street segments.

CITY OF POMONA
- Preparation of Written and Drawn Utility Construction Standards Manual related to the City's Water, Sewer, and Storm Water facilities (Project). This is a full update to the existing land development utility construction document, which will replace the current document that only includes standards for water construction.

ADAM ROESCH, PE, CPSWQ, QSD/QSP
Engineer



Mr. Roesch serves as an engineer for various projects, including water main, wells, sewer, storm, & street projects. Due to his knowledge of engineering principles, Mr. Roesch provides valuable engineering assistance to SA Associates. Also, due to his past and part-time experience in environmental engineering/water quality, Mr. Roesch provides valuable technical assistance, especially in areas related to NPDES permitting.

EDUCATION:
California State University, Long Beach, B.S. Civil Engineering

REGISTRATION:
Registered Civil Engineer
California No. 92220

CERTIFICATIONS:
Certified Professional in Storm Water Quality (CPSWQ)
Certificate No. 1022
Qualified SWPPP Developer)
Qualified SWPPP Practitioner
Certificate No. 25508

SOFTWARE:
Microsoft Office Adobe
Autodesk (AutoCAD

PROJECT EXPERIENCE

CITY OF ALHAMBRA
- Westmont Drive Water Main Replacement – Engineering design and construction support services for the replacement of approximately 3,500 ft. of 4" and 14" water mains.

CITY OF ANAHEIM
- Country Glen Way Water Main Replacement - Plans, specifications and cost estimates for 5,300 linear feet of 6" and 8" PVC C-900 pipe in multiple side streets. The project was located in a condominium complex.

BOY SCOUTS OF AMERICA
- Trask Scout Camp Water System Rehabilitation and Enhancement Project - Design services for design-build project at the Boy Scouts camp in the city of Monrovia foothills.

CENTRAL BASIN MUNICIPAL WATER DISTRICT
- Recycled Water Pipeline System Extension in the City of South Gate – Plans for 24,600 linear feet of 8" – 20" recycled pipeline. **We initially assessed the option of running the pipeline under the bridge cell, but the final design utilized a jack-and-bore installation beneath the channel.**

CITY OF CHINO
- Prepared plans & specifications for the Quadrant I Water Main Replacement Project which consists of 10,940 ft. of 8" PVC pipe to improve the existing water system.

CITY OF CHINO HILLS
- Prepared plans for 8,830 ft. of Recycled Water Pipelines.

CITY OF HUNTINGTON BEACH
- Water Valves Replacement - Design services for water valve replacement in 50 locations throughout the City's water system. The in-line valves with no vaults range from 6: to 12".

CITY OF INGLEWOOD
- Water Main Projects - various projects which included plans and specifications for water main replacement on various street segments; 3,000 ft. of 8" ductile iron pipe water mains; and Phase V Water Main Replacement of 10,000 ft. of ductile iron pipe.

KINNELOA IRRIGATION DISTRICT
- Design of East-West Tank East-West Tank Connector Pipeline for 3,760 ft of 4" & 12" DIP. **A permit was obtained from the LA County Flood Control District to cross their facilities at 5 locations**

LONG BEACH UTILITIES DEPARTMENT
- Design of Avenue Water Main Improvement project which includes approximately 2,230 LF of 8" ductile iron water mains to improve the flow, pressure, and fire protection in the private property of the apartment complex at 1613 Ximeno Ave. **The work included Caltrans encroachment permitting.**

SECTION III: PROJECT UNDERSTANDING, APPROACH, AND SCOPE OF WORK

PROJECT UNDERSTANDING

It is our understanding that the City of South Gate (City) is seeking to engage a professional engineering consultant to provide engineering design services for the Firestone Bridge Pipeline Replacement Project, City Project No. 737-WTR (Project). The Project involves the replacement of approximately 2,530 linear feet (LF) of existing 12-inch steel and cast iron pipe (CIP) water main with new water main in Firestone Boulevard, from Rayo Avenue to National Avene, in order to improve the existing water system and address the corrosion issue of the aging pipeline beneath the Firestone Boulevard bridges over the Los Angeles River and the I-710 Freeway. The work also involves reconnections of existing water service laterals and a fire hydrant and tie-ins to existing water mains. Furthermore, the work includes replacement of blow-offs, air release valves, and water valves wherever applicable, trench pavement restoration, and abandonment of existing mains all in compliance with City Standards, California MUTCD, the latest AWWA Standards, and the Project Specifications. All design work within the alignment crossing the I-710 Freeway are to be in conformance with the Caltrans design requirements. The project will involve coordination and permitting with U.S. Army Corps of Engineers (USACE), Los Angeles Regional Water Quality Control Board (RWQCB), Caltrans, Los Angeles County Flood Control District (LACFCD), Los Angeles County Public Works Department (LACDPW), and others. In addition, work will also include hydraulic evaluation, structural analysis, and determination of the recommended method for crossing the I-710 Freeway and Los Angeles River.

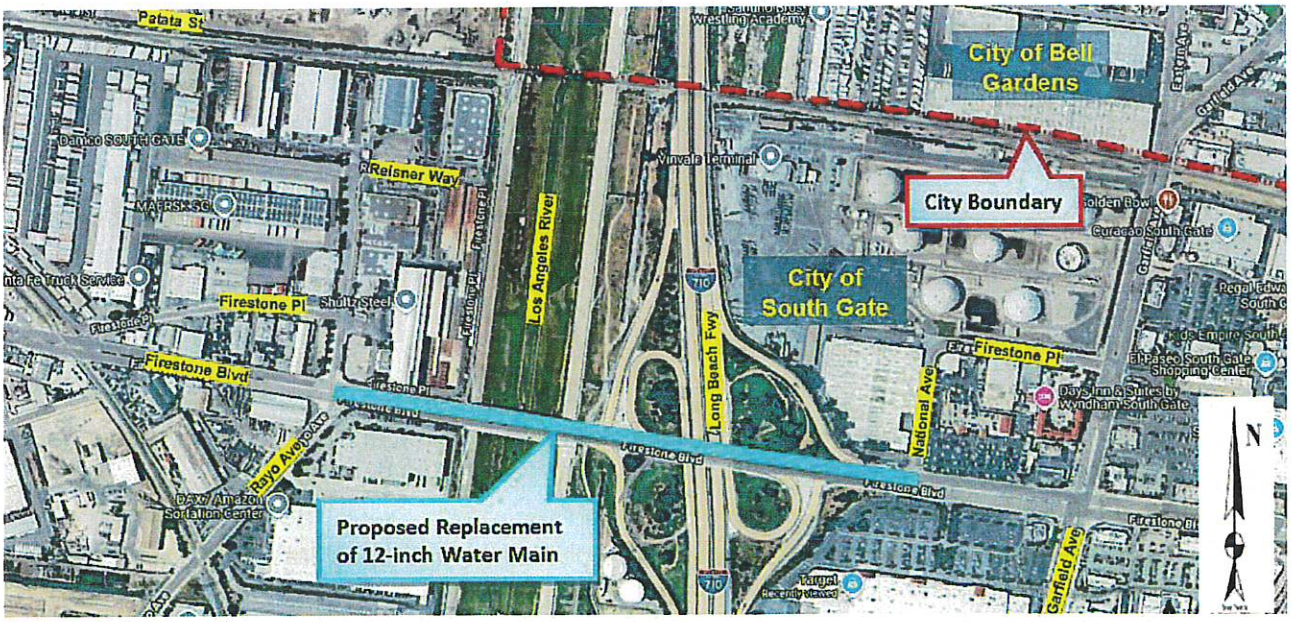


FIGURE 1: PROJECT LOCATION

The limits of Firestone Boulevard where improvements are to be implemented are in an industrial area with some segments near commercial properties, that would require specific construction working hours (nighttime work) in order to minimize disruptions. Moreover, the street consists of concrete pavement and AC pavement, for which pavement would be rehabilitated accordingly.

It is expected that the proposed water main will potentially require permits from and coordination with the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) if standard separations between water, sewer, and storm drain cannot be met.

PROJECT APPROACH

The SA Associates engineering team is committed to maximizing all of its resources to provide the most cost-effective design for the water mains that satisfy the City's needs. This team has completed numerous water main designs with success for various cities and agencies, including the **City of South Gate**, throughout Southern California. We recently completed final plans, specifications, and estimates (PS&E) for Phase 1 for approximately 15,000 LF of water main (DIP and CMLC Steel pipes) replacements including permitting with Union Pacific Railroad (UPRR) for the City of Ontario and have also recently completed PS&E for Phase 2 with an approximate length of 17,000 LF. We also recently completed final PS&E for two water main replacement projects for Long Beach Utilities Department (Queensway Drive and Ximeno Avenue) totaling 2,845 LF of 8-inch and 12-inch DIP. For the Ximeno Avenue Project, we obtained the necessary permit with Caltrans. We also completed final PS&E for Central Basin Municipal Water District for the Recycled Water Pipeline Extension in the **City of South Gate** consisting of approximately 14,000 LF of 20-inch PVC recycled water line and 10,000 LF of 8-inch PVC recycled water line. The project also involved obtaining permits with various railroad companies and crossing a railroad corridor utilizing an existing bridge cell. In addition, we completed final PS&E for the Water Main Replacement Project Phase 1 for the **City of South Gate** with an approximate replacement length of 17,130 LF of 8-inch and 12-inch DIP and for the Water Utility Pipeline Construction Project for the City of Pomona totaling 7,500 LF of 8-inch DIP. Currently, we are completing preparation of 90% PS&E for the Water Main Replacement Project Phase 3 for the **City of South Gate** with an approximate replacement length of 8,000 LF of 8-inch and 12-inch DIP.

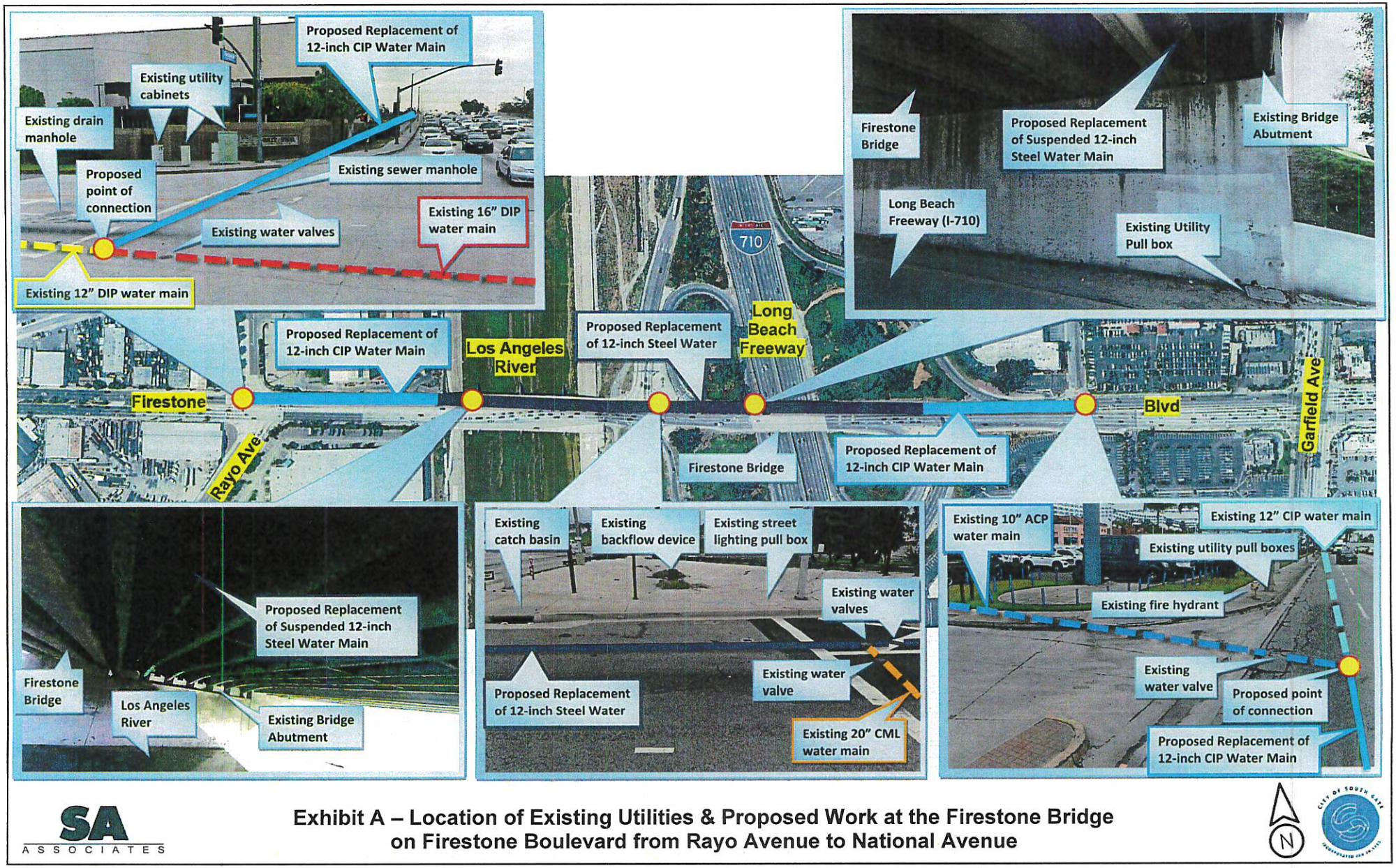
Our team is very familiar with the permitting process and requirements for several agencies including **Caltrans**, **LACDPW**, **LACFCD**, Los Angeles County Fire Department, local cities, Metropolitan Transit Authority (Metro), UPRR and other railroad companies, Sanitation Districts of Los Angeles County, Southern California Edison, State Water Resources Control Board (SWRCB), Metropolitan Water District of Southern California, and others. Efforts to complete these projects also comprised extensive coordination with DDW for those instances where the proposed mains did not comply with horizontal and vertical separation requirements.

The crucial part of this project is identifying the appropriate installation method for the proposed water mains beneath the two bridges and securing all of the required permits from the various stakeholders owning right-of-way within the project limits. The goal is to minimize conflicts with utilities, expedite permits/coordination with agencies having jurisdiction, and ensure the most cost-effective design.

SITE INVESTIGATION/PRELIMINARY OBSERVATIONS

Following our review of the RFP, Addendum No. 1, and attendance of the preproposal meeting, we investigated the project site to better understand the characteristics of the water main location, its potential impact to businesses, as well as pinpointing the location of existing utilities and present conditions, separations to sewer, pavement type and condition, traffic conditions, and other relevant surface features. Another crucial aspect for the design is the potential conflicts with the subsurface utilities. For the purpose of expediting the utility coordination process, **we have already conducted preliminary utility research** using DigAlert and obtained contact information for the utility companies. **Table 1** in **Section V: Appendix** provides a list of utility companies present within the Project limits. We will perform additional research once awarded the project and receive Notice to Proceed.

Exhibit A on the following page provides further analysis of the existing conditions of the project location and brings forth the crucial details to pay attention to for the design.



SA ASSOCIATES

Exhibit A – Location of Existing Utilities & Proposed Work at the Firestone Bridge on Firestone Boulevard from Rayo Avenue to National Avenue

KEY ISSUES/CONSTRAINTS/PROBLEMS TO BE ANTICIPATED DURING THE DESIGN & CONSTRUCTION

Based on our review of the RFP, Addendum No. 1, Q&A 1.1 to 1.6, our site investigation, our attendance of the mandatory preproposal meeting, and our general understanding of the project requirements, we believe the following to be key project issues:

- Coordination with Outside Agencies as Necessary (Including Permitting)

  Due to the location and impact of this project, there will be coordination with other agencies and owners or representatives of impacted properties. During the course of the design, we are prepared to coordinate with outside agencies and property owners, as necessary, affected by the work. SA Associates will assist the City in identifying approvals/permits needed for this project as determined during the design development process. Per the RFP, this includes permitting requirements review/approval by:

  - Caltrans
  - LACDPW
  - LACFCD
  - RWQCB
  - Utility Companies
  - City of South Gate
  - California Department of Fish and Wildlife
  - USACE (Section 404 or Section 408)
  - Others

  We have conducted preliminary as-built research on LACDPW's website and have determined that the Los Angeles River channel at Firestone Boulevard is maintained by USACE, which has Sections 404 and 408 enforcement authority. This project is exempt from Section 404 of the Clean Water Act, which states that any discharge of dredged or fill material associated with an activity that converts a wetland to upland requires a Section 404 permit. On the other hand, a Section 408 permit will be required. Section 408 requires a permit for alterations proposed within the lands and real property interests identified and acquired for USACE projects and to lands available for USACE projects under the navigation servitude. Running a water main from one side of the channel levee to the other (see **Figure 2**) falls under Section 408, and thus a **Section 408 permit will be required for this project**.

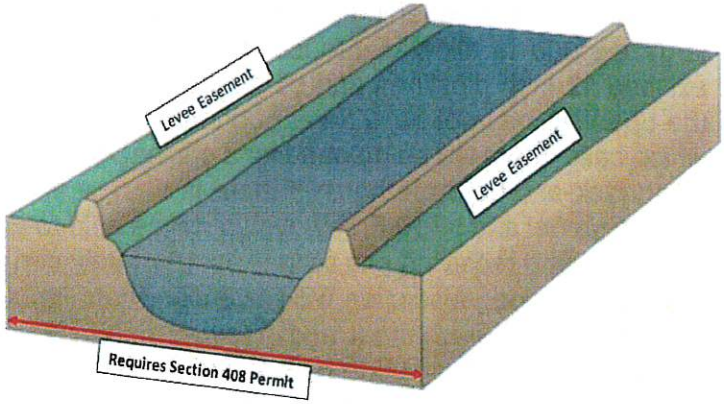


FIGURE 2: SECTION 408 JURISDICTION

  Due to the replacement pipeline crossing the I-710 Freeway and the impact of the project, there will be coordination with Caltrans. We have worked on various past projects that required Caltrans coordination and permit acquisition. As a result, we are knowledgeable in the process and their requirements.

  In addition, we have discovered an existing 8'x8' reinforced box culvert, owned by LACFCD, crossing Firestone Boulevard between the Los Angeles River and the I-710 Freeway. The depth of this culvert is approximately 15 feet per LACFCD as-builts, and thus it should provide enough vertical clearance below the proposed water pipeline. We will of course perform the appropriate coordination with LACFCD to verify.

We will review the California Fish and Game Code to determine if the Project will require possible involvement with the California Department of Fish and Wildlife (CDFW). Based on our preliminary site investigation and review of the Fish and Game Code Section 1602, the proposed pipeline installation methods discussed in this proposal for crossing the Los Angeles River channel will not impact any plant, fish, wildlife, or endangered species, nor substantially obstruct water flow in the Los Angeles River. Thus, environmental review and permitting should not be needed from CDFW; however, notification of the Project may be required.

For open cut trench repair, we will coordinate and assist the City in obtaining approval from DDW for those instances where the standard 10-foot separation between the proposed sections of replacement water main and existing sewer main or storm drain cannot be met due to site constraints. We are very familiar with the DDW Waterworks Standards Main Separation Alternative Request Checklist and have recent and extensive experience in working with DDW to obtain approvals when alternate construction criteria is needed.

- Channel and Freeway Crossings

The proposed pipeline will cross the Los Angeles River channel, which is about 470 feet wide, and the I-710 Freeway, which is approximately 225 feet wide. The channel and freeway crossings will require encroachment permits from LACFCD and Caltrans. The crossings may be constructed by tunneling under the channel and freeway (jack-and-bore), hanging along the sides of the bridges, removing the existing pipelines and utilizing the same utility cells on the undersides the bridges.

The utility cell may be a less expensive alternative. During our preliminary research, we were unable to locate any as-builts from Los Angeles County or Caltrans for the two bridges. We have noted from our site investigation that the bridge crossing over the Los Angeles River appears to have two existing utility openings available beneath each end of the bridge on the south side (added during the widening of the south side of the bridge); however, the openings may not be large enough to allow clearance for the proposed pipeline to pass through. If removing the existing 12-inch pipelines and utilizing the same existing utility openings is the desired option, the opening may not be wide enough accommodate the size of a proposed pipeline casing, in which case, there will be no need for a casing. Another option is to tunnel underneath the channel using jack-and-bore methods. If there is a large amount of data available for the Los Angeles River channel and I-710 Freeway, we will be able to accurately depict the depth and area of the launching and receiving pits as well as accurately depict geotechnical conditions at the site. The agencies having jurisdiction will have significant input on the depth of the bore, annular fill, pit distance from the channel and freeway rights-of-way, and other items. We have prepared tunneling work of this scope before and will provide a design with the level of detail required by all parties to accomplish a successful project. The final option is hanging the pipe along one side of each bridge. This would require a fully welded steel pipe and will require permitting/approval.

We have designed several flood control channel crossings previously. We have coordinating with Los Angeles County on three channel crossings for the Kinneloa Irrigation District in Pasadena. SA Associates also designed a 12-inch water main crossing along Dominguez Channel in Artesia Boulevard for the City of Torrance. In addition, we have designed a 20-inch steel pipe water main within a 24-inch steel casing pipe crossing a 60-foot-wide train corridor owned by Alameda Corridor Transportation Authority (ACTA) at the intersection of Southern Avenue and Alameda Street in the **City of South Gate** to reach the recreation center and high school west of Alameda Street. Coordination was required with LA County, ACTA, and the owners of the four railroad tracks, BNSF Railway and UPRR. The crossing design utilized an existing utility cell under the bridge at Southern Avenue and Alameda Street.

- Utility Verification & Protection (Including Potholing)

  Based on our experience with several recent water main replacement projects on both the design and construction management side, we have the experience to ensure that utilities are located properly and protected during construction while minimizing risk of change orders to the City. The project limits may contain significant utility presence which affects excavation, backfill, and pipe installation. The utility situation is complex but manageable. To reduce costs associated with the protection of utilities and change orders during construction, the design will consider not only utility information provided from the City and underground utility companies, but also thorough field investigation. Potholing during the design phase will be utilized to eliminate any uncertainty of the various underground utility depths within the proposed alignment.

  Close coordination with utility owners/agencies will be on-going during the design phase to confirm utilities shown in the plans are in the right locations. We also intend to include a specification section making the Contractor responsible to pothole all work areas to accurately position and safeguard existing utilities. It will also be advantageous to provide for utility protection in the Bid Items descriptions in the Measurement and Payment section to emphasize utility protection and to avoid the risk of change orders.

- Corrosion Mitigation Methods over Los Angeles River

  Concerning the corrosion issues of the pipeline over the Los Angeles River, we will investigate the condition of the pipe and review any inspection reports provided by the City. Based on the condition of the existing pipeline beneath the bridge, we will be able to recommend the proper corrosion mitigation method for the proposed pipelines if installed on the bridge (i.e., cathodic protection, sacrificial anode, etc.).

- Traffic Control

  For the overall project, proper traffic control will be required to ensure that the project does not pose safety concerns to the commuters and the public. This is especially important where construction will be adjacent to the I-710 on-ramps and off-ramps. For this project, we will prepare and submit traffic control plans for review by the City and Caltrans.

Based on the conclusions stated above and on the previous page, it is important that the design team reflect well on the values of the City. With this in mind, SA Associates is committed to providing quality staff members who are not only capable of satisfying the project tasks but who also have a track record of similar projects and working well with all impacted agencies and local businesses.

TECHNICAL APPROACH

For this project, we will tackle the main driving factors first which are the topo field survey, evaluation of bridge attachment vs. jack and bore pipeline installation methods, and utility research to develop base maps and determine preliminary alignments and pipe sizing. We want to ensure that our design satisfies the City's needs and requirements. Furthermore, upon approval of the preliminary alignments, we will proceed to identify any potential conflicts with existing utilities after pothole verification. We also want to identify these areas quickly to engage in coordination with outside utilities to work out a solution. Taking these steps as early as we can is crucial to ensure that the design plans are completed on time and as scheduled.

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

Conduct a Kick-off Meeting with City staff in order to introduce key staff members, learn the organization structure of the City's project team, present and review the work plan including proposed scope of work, schedule, and project constraints, and discuss the project objectives. We will also meet with City staff to review the design submittals and to obtain additional input. A total of three (3) review meetings (60%, 90%, and 100% Design) will be scheduled with City staff. We will coordinate and meet with utility companies as necessary. Per the RFP, we will attend bi-weekly (every other week) progress meetings with the City. We will assume nineteen (19) bi-weekly meetings. A meeting agenda will be prepared for each meeting and Meeting Minutes will be submitted to the City within five (5) working days. We will suggest additional meetings as necessary to keep everyone abreast of the project status to resolve questions or issues relative to the construction of the Project in a timely and cost-effective manner. **Per the RFP, some meetings may be virtual with approval from City staff. We will assume a mixture of virtual and in-person meetings only as necessary.**

Work under this task will also include preparing and submitting updated project schedules and monthly reports along with the monthly invoices.

Document Control: We maintain a correspondence, information, and document tracking system and various logs to ensure that PS&E submittals are completed on time. We will make a Dropbox link available at all times to the City to obtain and maintain orderly project files received from the City. These files shall include, but not be limited to:

- Correspondence with City and agencies
- Meeting minutes
- Submittals/RFIs
- Original PS&E documents, including addenda
- Permit documentation
- Monthly progress reports
- Invoicing documentation
- Comments received from City/agencies
- As-builts from City and Utilities
- Structural and hydraulic calculations
- Other project documentation

Our Quality Assurance/Quality Control Program is in **Section V: Appendix**.

TASK 2 – AGENCY & UTILITY COORDINATION

Conduct utility research and coordinate with utility companies to obtain as-built records and/or atlas maps in order to identify all utilities within the project limits. All utility information will be clearly delineated on the project base map, which we will provide at 1" = 20' scale, and documentation will be sent to each utility company requesting verification of location, size, and depth of facilities within the project limits. A Utility/Stakeholder Coordination Matrix will be kept to track agency responses. Notification Letters will be sent at 60%, 90%, and 100% Design to ensure that the utilities are shown correctly on plans and that the proposed design does not impact their facilities. We will also determine and coordinate any utility upgrades or installations that will be required to service the existing and proposed improvements. In addition to the utility companies, coordination will be conducted with other outside agencies that own and operate rights-of-way within the project limits (i.e., Caltrans, LACDPW, LACFCD, RWQCB, CDFW, and USACE). Meeting agendas and minutes with utility companies and stakeholders will be provided.

TASK 3 – FIELD SURVEY

Conduct a topographic survey to obtain necessary design topography for open trench water main replacement. All surface features within the right of way shall be located by the survey, including all utilities, valve covers, water meters, manholes, vaults, pull boxes, hydrants, catch basins, etc., as well as, depicting rights-of-way, edge of pavement, sidewalk, landscape, curb, gutter, cross gutters, any easement, utilities, monuments, stripe, and other items pertinent to a well-defined survey. The survey will also include elevations for flow line of existing sewers and storm drains in the project limits. The survey shall also provide baselines, bench marks, and all other basic survey control information. The basis of the vertical control shall be the most recent City benchmark elevations. All field topography shall be collected electronically using modern survey equipment for data processing and preparation of a digital AutoCAD file. It is important to note that all aspects of the two existing bridges will be captured in the survey (i.e., bridge deck, soffit, concrete, ties, surrounding fence, railings, gates, etc.) to ensure the accuracy of the overcrossing portion of the design.

TASK 4 – PERMITS

Due to the location and impact of this Project, there will be extensive permit coordination with the City Departments, outside agencies, and utility companies. Per the RFP and our understanding of the various aspects of this project, there will be coordination with Caltrans, LACDPW, LACFCD, RWQCB, CDFW, and USACE. During the course of the design, we are prepared to coordinate with outside agencies and property owners as necessary to assist the City in obtaining permits and approvals. We will also assist the City in obtaining approval from the State (DDW) to install new water main segments at a distance less than the separation requirement from the existing sewer mains and other utilities if separation requirements are unable to be met. We will review environmental requirements including obtaining environmental clearances if necessary.

Permitting Strategy and Schedule: Based on our team's extensive permitting experience, we are aware that permits from certain outside agencies may take up to six months to procure. As a result, we will begin the process of preliminary permitting coordination with the affected agencies having jurisdiction as soon as possible to avoid project schedule delays. The permitting schedule will list all permits/approvals required by the various agencies. The schedule will identify the expected date that the plans are to be approved by each agency. We will review the schedule to confirm that all permits are listed and that the planned dates allow sufficient time before the end of the 12-month project schedule.

TASK 5 – PREPARATION OF SPECIFICATIONS AND COST ESTIMATES

Prepare and submit specifications including front-end documents, special and technical provisions, in accordance with the City's Standard CSI Specifications. We will coordinate with City Staff to obtain the most current Specifications Template for use/reference. We will ensure that specifications clearly convey technical information for quality acceptance, performance characteristics, and permissible construction methods in line with the City's expectations, latest engineering practices, and local, state, and federal regulations. Specifications will also conform to Caltrans standards. Specifications will be submitted at 60%, 90%, and 100% Design stage. Submittals will be in PDF and Microsoft Word format. Three (3) hard copies will also be provided.

Development of the Engineer's Quantity and Cost Estimates based on the Project design will be submitted at 60%, 90%, and 100% stages. Submittals will be in PDF and Microsoft Excel format.

TASK 6 – ENGINEERING DESIGN DRAWINGS

Preliminary design (60%) plans will include plan views only (no profile) at 1" = 20' horizontal scale. In addition, the preliminary design will verify pipe size and preferred pipe materials. Final plan (90% and 100%) preparation will include plan and profile views at 1" = 20' horizontal scale and 1" = 4' vertical scale. Details will be at 1" = 8' or larger. Plans will be submitted on full-size (24x36) regular bond, edge-bound paper. Plans will reflect design details pertaining to all utility relocations if necessary. Atlas boundaries will be added to the plans. A structural analysis will be performed to ensure bridge loading requirements are met for the pipeline replacement, and structural details will be developed ensuring stability and compliance with applicable standards. Plan preparation will also be in accordance with the City's plan checking list. The table above shows the estimated sheet count for this project.

Sheet Title	No. of Sheets
Title Sheet & Vicinity Map	1
Location Map & General Notes	1
Notes, Legend, Abbreviations	1
Plans & Profiles (1" = 20' scale)	5
Tie-In Details	1
Structural Details	2
Traffic Control Plans	5
Total Sheets	**16**

We will perform a capacity/hydraulic analysis and surge protection evaluation to confirm that 12-inch diameter is adequate in size. We will also ensure compliance with California seismic codes for the pipelines on the two bridges.

Plan design submittals will include 60%, 90%, and 100% Design stages for review and comment. Submittals will be in PDF format. Two (2) hard copies will also be provided at 60% and 90%. Two (2) hard copies will also be provided at 100% Design. Mylars with wet signatures along and CAD files with the respective reference files will also be provided upon approval of the 100% Design.

TASK 7 – CONSTRUCTION BIDDING PHASE

We will attend the pre-bid conference and assist the City with answering any questions asked by the contractors. We will maintain a log of answers and clarifications requested by the contractors.

Assist the City in Analysis of Bids as necessary. We will provide review of bids and provide recommendations for award of construction contract. We can review the bids received for completeness and make a recommendation for the award of contract.

Assist the City in the preparation of bid addenda as necessary to address Requests for Clarification (RFC) and Request for Information (RFI) from contractors during bidding. **Assume two (2) bid addenda.**

Prepare a conformed set of plans, specifications, and estimates incorporating changes made during the bidding process resulting from RFIs and addenda. Conformed PS&E package will be submitted in electronic format.

TASK 8 – PRE-CONSTRUCTION AND JOB-SITE MEETINGS

We will attend the pre-construction meeting and assist the City with answering any questions asked by the Contractor. Per the RFP, we will also budget four (4) job-site meetings as required during construction. Agendas and Meeting Minutes will be prepared including answers and clarifications requested during the meetings.

TASK 9 – RESPOND TO REQUESTS FOR INFORMATION AND SUBMITTALS

Assist the City in providing clarification to contract documents and responses to Requests for Information/Requests for Clarification (RFIs/RFCs). Per the RFP, we will **assume fifty (50) RFIs/RFCs**. Responses to RFIs/RFCs will be done within two (2) working days upon receipt.

Review Contractor's shop drawings and submittals. Per the RFP, one resubmittal for each submittal will be assumed. **Assume ten (10) shop drawings, submittals, and resubmittals.**

Prepare record drawings from Contractor's red-lined plans to reflect as-built conditions of the Project. Electronic copies of the record drawings will be provided in PDF and AutoCAD formats.

TASK 10 – POTHOLING

Per Q&A Question 1.4, potholing is included in the Scope of Work. We will conduct potholing as necessary to verify/determine utility locations and depths, as well as pavement thickness. For this project, **twelve (12) potholes will be assumed**. Any potholing performed shall include hot patch repair. We will develop a pothole plan depicting the proposed potholing locations for City approval. A detailed pothole report will be developed.

NOTE: Typical task items that are not included in our Scope of Work include, but shall not be limited to, the following:

- *Per Q&A Question 1.4, geotechnical investigation is not included in the Scope of Work.*
- *Street improvement design of the entire street widths is not included in the Scope of Work. The design shall only propose to replace-in-kind the street improvements that cannot be protected-in-place per the proposed alignment.*
- *Structural Analysis excludes a full bridge analysis since it is a water pipeline replacement. For example, the structural analysis performed in our Scope of Work will only evaluate the load from the proposed pipeline on the bridge.*
- *Hydraulic Analysis excludes creating a hydraulic model. We assume that the City has an existing model that they maintain, in which case we would provide direction for their modelers for scenario development and preparation of output data for us to review.*
- *Per the RFP, regularly scheduled construction observation during the construction phase is excluded from the Scope of Work.*

PROJECT SCHEDULE

We are ready to hit the ground running and begin design as soon as the Notice to Proceed is issued. We have set an assumed project kick-off meeting date of July 14, 2025 coinciding with a contract award and City Council approval anticipated on July 8, 2025. If the Notice to Proceed is issued at a different date, we will update our schedule accordingly.

We understand that the schedule for this project is highly impacted by outside agency reviews and permitting. Per Addendum No. 1, the project schedule **assumes a completion timeframe of twelve (12) months from Notice to Proceed coinciding with the anticipated permitting process durations with the applicable agencies.**

We have included our project schedule in MS Project format in **Section V: Appendix**.

SECTION IV: REFERENCES

CENTRAL BASIN MUNICIPAL WATER DISTRICT

YEAR COMPLETED:	2017
CONSTRUCTION COST EST:	$8,000,000
PROJECT MANAGER:	Shahnawaz Ahmad
ENGINEERS:	Jorge Lovo, Adam Roesch, Eric Schoenen
AUTOCAD DESIGNERS:	Hugo Magana, Phong Tran
GEOTECHNICAL:	Geo-Advantec, Inc.
POTHOLING:	BESS Testlab
SURVEYOR:	On Point Land Surveying
CONTACT:	Jacqueline Koontz (now with the City of Norwalk)
TEL/E-MAIL:	562.929.5926 | jkoontz@norwalkca.gov

Recycled Water Pipeline System Extension in the City of South Gate

The work consisted of the preparation of Plans, Specifications, and Estimate of Probable Construction Costs for The Recycled Water System Extension in the City of South Gate, CA. This Project consisted of the construction of approximately 24,600 linear feet (LF) of recycled pipeline varying in diameter between 8" and 20". This pipeline crossed the Alameda Corridor. **We initially assessed the option of running a pipeline under the bridge cell, but the final design utilized a jack-and-bore installation beneath the channel.**

LONG BEACH UTILITIES DEPARTMENT:

YEAR COMPLETED:	2024
CONSTRUCTION COST EST:	$1,270,642
PROJECT MANAGER:	Shahnawaz Ahmad
ENGINEERS:	Jorge Lovo, Adam Roesch
AUTOCAD DESIGNERS:	Hugo Magana, Brandon Mesker
GEOTECHNICAL:	Geo-Advantec, Inc.
POTHOLING:	BESS Testlab
SURVEYOR:	Robert Martinez
CONTACT:	Matthew Cruz, Civil Engineering Associate
TEL/E-MAIL:	562.570.2300 | matthew.cruz@lbwater.org

Ximeno Avenue Water Main Improvement

Prepared plans and specifications for approximately 1,790 LF of 8" ductile iron water mains to improve the flow, pressure, and fire protection in the private property of the apartment complex at 1613 Ximeno Ave. The location called for improvements that serves the apartment complex on 1613 Ximeno Avenue as well as three other commercial developments on 4295, 4300, and 4438 Pacific Coast Highway. The new 8-inch DIP main ties into an existing 20" water main (owned by LBWD) near the intersection of Ximeno Avenue and the entrance to the Circle Business Center. The work included a tie-in to the adjacent water main, replacement of water service connections, fire hydrants, hydrant laterals, fire service, laterals, blow-offs, air release valves, existing service lines, and water valves wherever applicable. The work also included **Caltrans encroachment permitting.**

YEAR COMPLETED:	2024
CONSTRUCTION COST EST:	$299,141
PROJECT MANAGER:	Shahnawaz Ahmad
ENGINEERS:	Jorge Lovo, Adam Roesch
AUTOCAD DESIGNERS:	Hugo Magana, Brandon Mesker
SURVEYOR:	Robert Martinez
GEOTECHNICAL:	Geo-Advantec, Inc.
POTHOLING:	BESS Testlab
SURVEYOR:	Robert Martinez
CONTACT:	Matthew Cruz, Civil Engineering Associate
TEL/EMAIL:	562.570.2300 | matthew.cruz@lbwater.org

Queensway Drive Water Main Improvement

Prepared plans and specifications for approximately 510 LF of 12" water mains to improve the flow, pressure, and fire protection by replacing the existing water mains in the 600 and 700 Queensway Drive area.The location called for improvements that serves two hotel developments on 600 and 700 Queensway Drive. The water main in question lies within the property of 700 Queensway Drive that eventually crosses under the Queens Highway and continues on Queensway Drive and stops at 600 Queensway Drive. Most of the existing water main is an 8-inch diameter asbestos cement (AC) pipe, which was constructed in 1993. The remaining water main to be replaced, adjacent to 600 Queensway Drive, was an 8-inch ductile iron pipe (DIP), which was constructed in 2002. The 8-inch DIP main tie-ins to an existing 20-inch water main (owned by Port of Long Beach) near the northern parking entrance at 700 Queensway. The work included a tie-in to the adjacent water main, replacement of water service connections, fire hydrants, hydrant laterals, fire service, laterals, blow-offs, air release valves, existing service lines, and water valves wherever applicable.

YEAR COMPLETED:	2006
CONSTRUCTION COST:	$2,300,000
PROJECT MANAGER:	Shahnawaz Ahmad
CONSTRUCTION MGR:	Pete Heye
ENGINEERS:	Sam Nabbout, Boytrese Osias, Phil West
INSPECTORS:	Nick Herzog, Chuck Sihler
AUTOCAD DESIGNER:	Randy Seto
CONTACT:	Ana Ananda (previously with LBUD)
TEL/EMAIL:	626.975.4672 | anandak@msn.com

Water Main Bridge Crossing Repair Project

Prepared plans and specifications for the construction and inspection of the Water Main Bridge Crossings Repair Project. The project consists of repairing and recoating of water main bridge crossings at four (4) sites. It also includes providing plans and **permits from Caltrans and Los Angeles Flood Control to inspect bridge crossings at sixteen (16) sites**. SA Associates also provided Construction Management and Inspection Services for this project.

CITY OF MONTEREY PARK

YEAR COMPLETED:	2020
ENGINEER'S ESTIMATE:	$1.78 M Sewer, $720,000 Water, Combined cost $2.5M
PROJECT MGR.:	Shahnawaz Ahmad
ENGINEERS:	Jorge Lovo, Adam Roesch
CAD:	Hugo Magana, Phong Tran, Brandon Mesker
SURVEYOR:	Robert Martinez
CONTACT:	Ziad Mazboudi, Interim City Engineer
TEL/E-MAIL:	626.532.2018 | zmazboudi@montereypark.ca.gov

Water & Sewer Improvements Along Atlantic Boulevard

Prepared plans & specifications for water & sewer main improvements on Atlantic Blvd. from W. Hellman Avenue to W. Newmark Avenue with a 12-inch ductile iron water main of approx. 2,030 ft. length, and about 2,450 ft of 12-inch HDPE sewer via pipe bursting. Sewer was also be improved along Garvey Ave., from its intersection with Atlantic Blvd. to Ynez Ave., with approx. 650 ft of 16-inch HDPE via pipe bursting and 900 ft of 18-inch VCP via open trench. Water and Sewer improvements also included replacement of laterals, installation of new fire hydrants/services, valves, sewer manholes, abandonment of existing mains, tie-in to existing systems, pre/post CCTV videos, paving and striping restoration. A State Water Resources Control Board Approval was obtained. **A permit was obtained from MWD of Southern California** to cross their 60-inch dia. Garvey Ascott Cross Feeder pipeline with an 18" VCP sewer line. **Approval was also obtained from the LACSD to connect the sewer to Hotel 220 and Pacific Plaza Hotel.**

CITY OF ONTARIO:

YEAR COMPLETED:	2023
CONSTRUCTION COST:	$10,405
PROJECT MANAGER:	Shahnawaz Ahmad
ENGINEERS:	Jorge Lovo, Adam Roesch
AUTOCAD DESIGNERS:	Hugo Magana, Brandon Mesker, Phong Tran
SURVEYOR:	Robert Martinez
GEOTECHNICAL:	Geo-Advantec, Inc.
POTHOLING:	BESS Testlab
CONTACT:	Thomas Lambertson, Associate Engineer
TEL/E-MAIL:	909.395.2774 | tlambertson@ontarioca.gov

Water Main Replacement

Prepared plans and specifications for approximately 25,430 LF of water mains at 30 various locations. The improvements replaced existing water mains of diameters ranging from 2" to 12" to proposed 8" and 12" sizes. In addition, at one of the locations, OMUC desired to install 450 LF of new 8" water main. The improvements included replacement of service laterals, fire hydrants and other related appurtenances. **An approval from the Dept. of Drinking Water was obtained.**

SANTA CLARITA VALLEY WATER AGENCY

YEAR TO BE COMPLETED:	2025
ENGINEER'S ROUGH EST.:	Bouquet ($1.2 M to $2 M,) Tank #3 $800.000 to $1.2 M)
PROJECT MANAGER:	Jorge Lovo
ENGINEER:	Adam Roesch
AUTOCAD DESIGNER:	Hugo Magana

SURVEYOR:	Robert Martinez
CONTACT:	Yoganathan Thierumaran (Maran), Project Manager
TEL/E-MAIL:	661.259.2117 | ythierumaran@scwa.org

Bouquet Tank and Tank No. 3 Pipeline Replacement Project
Currently providing engineering design services for replacement of approximately 1,260 liner feet (LF) of 14" asbestos cement pipe (ACP), 16-inch steel pipe, and 16-inch polyvinyl chloride (PVC) pipe connecting Bouquet Tank to the existing water main in a trail on the west side of Central Park. In addition, the Project consists of the replacement of approximately 1,160 LF of 8" steel pipe in Haskell Vista Lane connecting Tank #3 to the existing water main in Cross Street. The work also includes possible replacement of fire hydrants where applicable, trench width pavement restoration, and other incidentals, all in compliance with SCVWA Standards, the latest AWWA Standards, and the Project Specifications

YEAR TO BE COMPLETED:	2025
ENGINEER'S ESTIMATE	$3,006,740
PROJECT MANAGER:	Jorge Lovo
ENGINEERS:	Adam Roesch
AUTOCAD DESIGNER:	Hugo Magana
SURVEYOR:	Robert Martinez
CONTACT:	Yoganathan Thierumaran (Maran), Project Manager
TEL/E-MAIL:	661.259.2117 | ythierumaran@scwa.org

Old Road Pipeline Replacement Project
Currently providing engineering design services for replacement of approximately 4,670 liner feet (LF) of 14-inch polyvinyl chloride (PVC) pipe on The Old Road between McBean Parkway and Pico Canyon Road. The work also includes tie-ins to the adjacent water mains in Steinbeck Avenue, Oliver Way, Constitution Avenue and several shopping center parking lots, possible replacement of fire hydrants where applicable, reconnection to existing fire services, trench width pavement restoration, and other incidentals, all in compliance with SCVWA Standards, the latest AWWA Standards, and the Project Specifications.

CITY OF SOUTH GATE

YEAR COMPLETED:	2024
CONSTRUCTION COST:	$4,486,000
PROJECT MANAGER:	Shahnawaz Ahmad
ENGINEERS:	Raul Garibay, Jorge Lovo, Adam Roesch
AUTOCAD DESIGNERS:	Hugo Magana, Brandon Mesker
SURVEYOR:	Robert Martinez
GEOTECHNICAL:	Geo-Advantec, Inc.
POTHOLING:	BESS Testlab
CONTACT:	Derwin Dy
E-MAIL:	323.562.5769 | ddy@sogate.org

Water Main Replacement Project, Phase 1, City Project No. 689-WTR
Prepared plans, specifications, and cost estimates to replace approximately 17,130 LF of cast iron water mains with 8" and 12" ductile iron pipe. The street segment to be replaced was identified as having deficiencies in pressure, reliability, velocity, and fire flow capacity. The location extended beyond the City boundaries within the City of Lynwood right-of-way and along State Street and connected back to the City along Tweedy Boulevard, Minnesota Avenue, Wisconsin Avenue, Michigan Avenue, Sequoia Drive, and Cherokee Avenue.

SECTION V: APPENDIX

The following items are included in this section:

- Utility Research – Table 1
- Quality Assurance/Quality Control Program
- Project Schedule
- Cost Control Measures

TABLE 1: SA ASSOCIATES UTILITY RESEARCH - COMPANIES WITHIN PROJECT VICINITIES

Agency	Name	Number	Email
AT&T - Distribution	Cathy Hurtado	510-645-2929	ma2797@att.com
Central Basin Municipal Water District	Braden Yu	323-621-0749	bradeny@centralbasin.org
Chevron	Jason Downs	310-669-4005	jasondowns@chevron.com
City of Bell Gardens	Douglas Benash	626-203-2849	dbenash@infengr.com
City of Downey	Robert Amaya	562-448-8942	ramaya@downeyca.org
City of South Gate	Leo Trujillo	323-563-5790	pwengineering@sogate.org
Cogent Communications	Jeff York	213-943-9831	jyork@cogentco.com
Crimson Pipeline LP	Shenan D. Lovrien	562-285-4107	landdepartment@crimsonpl.com
Frontier Communications	Bin Liang	323-342-5552	bin.liang@ftr.com
Golden State Water	Ray Burk	562-907-9200	ray.burke@gswater.com
Level 3/Lumen Communications	Utility Coordinator	877-366-8344	relocations@centurylink.com
LA County Metropolitan Transportation Authority	Kurt Turley	949-231-7677	turleyk@metro.net
Los Angeles County Sanitation Districts	Erika Ballesteros	562-908-4288	engineeringcounter@lacsd.org
LT Pipeline Inc.	John Dougherty	562-432-1737	jdougherty@worldoil.net
Metropolitan Water District	Daniel Diaz	213-217-7663	engineeringsubstructures@mwdh2o.com
MCI - Verizon Business	Travis Van Wyk	800-289-3427	investigations@verizon.com
NextGlaven – Crown Castle	Nick Belinsky	800-654-3110	fiber.dig@crowncastle.com
Plains All American Pipeline	Robert Figueroa	562-577-6719	rafigueroa@paalp.com
Southern California Edison – Distribution	Kimberlie Gurule	714-796-9999	maprequests@sce.com
Southern California Gas Company - Distribution	Jason Sum Ryan Lopez	310-687-2011 714-634-5067	scg-comptonutilityrequest@semprautilities.com
Southern California Gas Company - Transmission	Eric Casares	818-701-4546	socalgastransmissionutilityrequest@semprautilities.com
Spectrum Communications	Josue Carrillo	818-922-6839	dl-socal-charter-engineering@charter.com
Tesoro-Marathon Pipeline	Patrick Kelly	714-880-1655	row-thirdpartyrequests@marathonpetroleum.com
Tract 180 Mutual Water Company	Luis Rodriguez	323-771-6682	lrodriguez@tract180water.com
World Oil Refining	John Hundley	562-928-0100	johnh@worldoil.net
Zayo Communications	Thomas Bruiniers	213-283-3601	george.huss@zayo.com

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM (QA/QC)

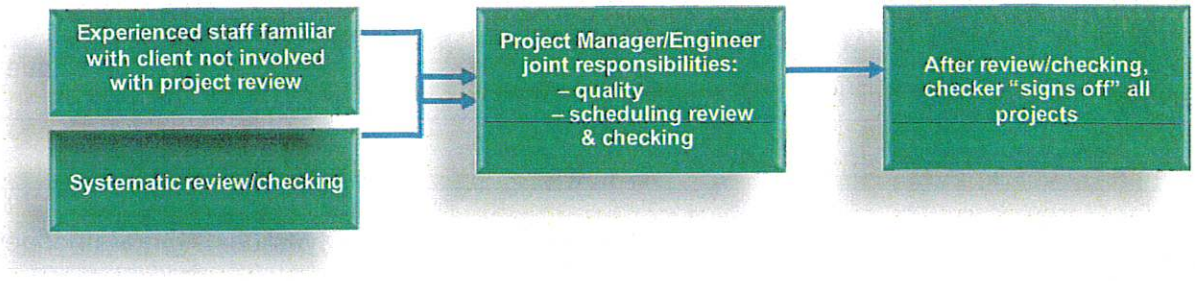
It is the goal of SA Associates to present clients with a superior product and responsive service. We are aware we can only continue to grow and remain a viable influence in the consulting engineering profession if we produce an excellent product. That is why we have established "excellence in engineering" as our credo. A sound company policy that emphasizes technical strength, professional conduct, efficiency and communication is applied to each project in order to achieve excellence. This policy is the basis of our Quality Assurance / Quality Control program.

To ensure quality, conformity, and enhanced client satisfaction, a uniform review and checking procedure for all project documents is adopted and effectively applied through the QA/QC plan. All project deliverables undergo two reviews to maintain high quality. The first review is conducted by the QA/QC Manager to provide initial technical input, direction, and evaluation of alternatives. The second review is a detailed, coordinated review by the QA/QC Manager with selected lead personnel reflecting comments from the first review. This procedure ensures all work is reviewed and checked prior to each submittal to the client. Each member of our team makes it his/her responsibility to perform the services per the QA/QC program, and to ensure that what is stated in writing or shown on drawings is correct, cost effective, and in conformance with SA Associates' standards.

Quality Assurance Program

Our basic philosophy to quality assurance is:

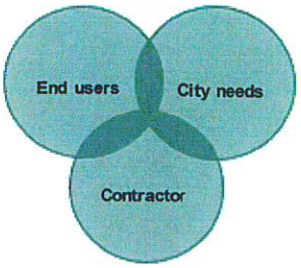
- Our review and checking procedure is a systematic approach with sufficient flexibility to be workable with a wide variety of projects. The timing and level of review is consistent with project needs.
- All projects are reviewed by an experienced individual not directly involved in the project but generally familiar with the project and the client.
- Responsibility for the quality of the final product rests jointly with the Project Manager/Engineer and the reviewer/checker.
- Responsibility for scheduling review and checking rests with the Project Manager/Engineer.
- All projects must be "signed off" by the checker following review and/or checking.



Quality Control Program

Upon award of contract and subsequent negotiation (as required), SA Associates would meet with project staff to confirm Client objectives regarding, but not limited to:

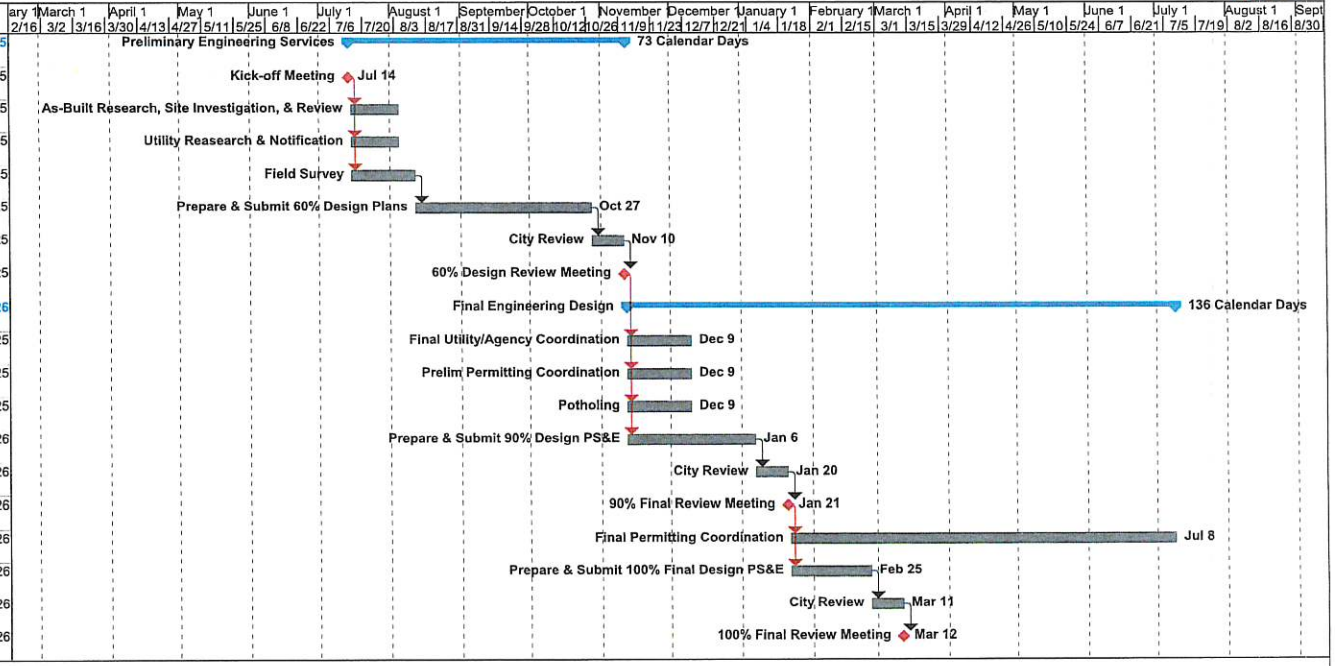
- Client needs and intent related to the projects technical aspects, public policy, and image.
- Satisfying the need of users of the final project.
- Contractor requirements, limitations, and preferences.
- Any other matters that may be peculiar to the project.



SA ASSOCIATES

City of South Gate
Engineering Design Services for the Firestone Bridge Pipeline Replacement Project - City Project 737-WTR
Design Schedule

ID	Task Name	Duration	Start	Finish
1	**Preliminary Engineering Services**	**87 days**	**Mon 7/14/25**	**Tue 11/11/25**
2	Kick-off Meeting	1 day	Mon 7/14/25	Mon 7/14/25
3	As-Built Research, Site Investigation, & Review	3 wks	Tue 7/15/25	Mon 8/4/25
4	Utility Reasearch & Notification	3 wks	Tue 7/15/25	Mon 8/4/25
5	Field Survey	4 wks	Tue 7/15/25	Mon 8/11/25
6	Prepare & Submit 60% Design Plans	11 wks	Tue 8/12/25	Mon 10/27/25
7	City Review	2 wks	Tue 10/28/25	Mon 11/10/25
8	60% Design Review Meeting	1 day	Tue 11/11/25	Tue 11/11/25
9	**Final Engineering Design**	**171 days**	**Wed 11/12/25**	**Wed 7/8/26**
10	Final Utility/Agency Coordination	4 wks	Wed 11/12/25	Tue 12/9/25
11	Prelim Permitting Coordination	4 wks	Wed 11/12/25	Tue 12/9/25
12	Potholing	4 wks	Wed 11/12/25	Tue 12/9/25
13	Prepare & Submit 90% Design PS&E	8 wks	Wed 11/12/25	Tue 1/6/26
14	City Review	2 wks	Wed 1/7/26	Tue 1/20/26
15	90% Final Review Meeting	1 day	Wed 1/21/26	Wed 1/21/26
16	Final Permitting Coordination	24 wks	Thu 1/22/26	Wed 7/8/26
17	Prepare & Submit 100% Final Design PS&E	5 wks	Thu 1/22/26	Wed 2/25/26
18	City Review	2 wks	Thu 2/26/26	Wed 3/11/26
19	100% Final Review Meeting	1 day	Thu 3/12/26	Thu 3/12/26



South Gate Firestone Bridge WMR - SCHEDULE (11x17) Tue 5/13/25

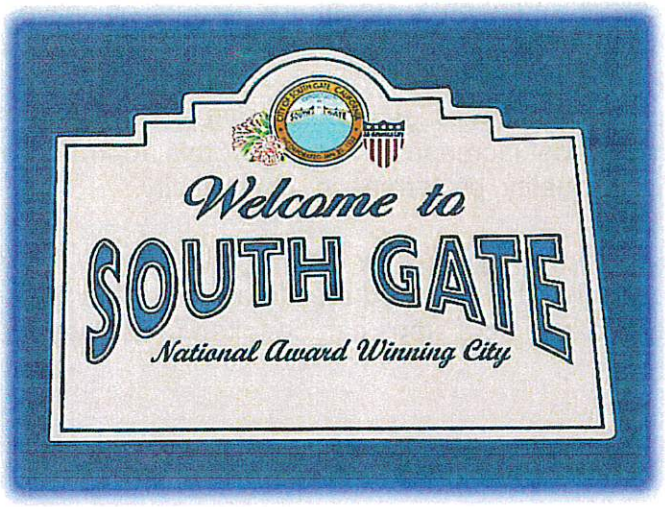
Note:
**The above schedule is flexible and can be expedited if requested by the City.*

COST CONTROL

SA Associates' staff performs at a level of difficulty that minimizes redundant or unnecessary activity. Meeting deadlines and attention to detail are primary objectives. Cost control is also exercised with the same importance dedicated to technical problem solving.

Staff engineers apply value analysis/investigation techniques in a systematic approach to obtain optimal value for any marginal cost increase. The result of this approach is to lower total and life cycle costs without sacrificing quality, performance, or reliability.

Project costs are reviewed on a weekly basis by the Project Manager. These costs are reviewed against the budget and schedule. The effort required to complete the project is estimated. In this way, if the budget is close to exceeding, steps can be taken to remedy the situation.





SA
ASSOCIATES

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SA ASSOCIATES

CITY OF SOUTH GATE

FIRESTONE BRIDGE PIPELINE REPLACEMENT PROJECT
City Project No. 737-WTR

FEE PROPOSAL

FEE ESTIMATE

Task	Project Manager		Design Engineer		Staff Engineer (QA/QC)		Technician (CAD)		Administrative/ Clerical		Total Hours	Structural Sub Fees	Survey Sub Fees	Pothole Sub Fees	Traffic Control Sub Fees	Hydraulic Sub Fees	Direct Costs	Total Fee
	Hrly Rate:	$235	Hrly Rate:	$185	Hrly Rate:	$235	Hrly Rate:	$115	Hrly Rate:	$110								
	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount								
1: PROJECT MANAGEMENT	40	$9,400	40	$7,400	38	$8,930	15	$1,725	30	$3,300	163	$0	$0	$0	$0	$3,465	$780	$35,000
2: AGENCY & UTILITY COORDINATION	5	$1,175	14	$2,590	2	$470	12	$1,380	2	$220	35	$0	$0	$0	$0	$0	$165	$6,000
3: FIELD SURVEY	1	$235	1	$185	2	$470	4	$460	1	$110	9	$0	$31,530	$0	$0	$0	$10	$33,000
4: PERMITS	12	$2,820	32	$5,920	4	$940	8	$920	4	$440	60	$0	$0	$0	$0	$0	$960	$12,000
5: PREPARATION OF SPECIFICATIONS AND COST ESTIMATES	18	$4,230	62	$11,470	30	$7,050	14	$1,610	12	$1,320	136	$0	$0	$0	$0	$4,620	$1,700	$32,000
6: ENGINEERING DESIGN DRAWINGS	14	$3,290	38	$7,030	16	$3,760	66	$7,590	9	$990	143	$61,105	$0	$0	$21,993	$8,470	$1,772	$116,000
7: CONSTRUCTION BIDDING PHASE	16	$3,760	17	$3,145	5	$1,175	4	$460	11	$1,210	53	$0	$0	$0	$0	$0	$250	$10,000
8: PRE-CONSTRUCTION AND JOB-SITE MEETINGS	24	$5,640	25	$4,625	9	$2,115	0	$0	5	$550	63	$0	$0	$0	$0	$0	$1,070	$14,000
9: RESPOND TO REQUESTS FOR INFORMATION AND SUBMITTALS	42	$9,870	98	$18,130	26	$6,110	50	$5,750	18	$1,980	234	$17,380	$0	$0	$0	$0	$780	$60,000
10: POTHOLING	1	$235	4	$740	2	$470	4	$460	0	$0	11	$0	$0	$36,000	$0	$0	$95	$38,000
GRAND TOTAL (All Tasks)	173	$ 40,655	331	$ 61,235	134	$ 31,490	177	$ 20,355	92	$ 10,120	907	$ 78,485	$ 31,530	$ 36,000	$ 21,993	$ 16,555	$ 7,581	$356,000

CITY OF SOUTH GATE

FIRESTONE BRIDGE PIPELINE REPLACEMENT PROJECT
City Project No. 737-WTR

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	$ 235.00
Engineer	$ 185.00
Quality Assurance/Quality Control	$ 235.00
AutoCAD Designer/Technician	$ 115.00
Secretary	$ 110.0

Reimbursable In-House Costs

Photo Copies	$ 0.15/each
Blueprints	$ 0.50/S.F.
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at	$ 0.70/mile

Other Reimbursables

Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

Note: Rates effective to December 31, 2025

Item No. 6

Office of the
South Gate City Clerk
NOV 05 2025
FILED
3:58pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 11, 2025**
Originating Department: **Public Works**

Department Director: Arturo Cervantes ***City Manager:*** Rob Houston

SUBJECT: AGREEMENT WITH O.C. VACUUM, INC. TO PROVIDE SPECIALIZED OPERATION AND MAINTENANCE SERVICES FOR THE STORM WATER DIVRESION SYSTEM LOCATED AT THE URBAN ORCHARD PARK

PURPOSE: The Urban Orchard Park construction improvements included a stormwater and wetland system that cleans runoff from the Bandini Channel and/or irrigates the park. Regular specialty maintenance is needed to ensure proper operation and regulatory compliance. Staff recommend awarding a three-year agreement, not to exceed $450,000, to OC Vacuum, Inc. (OC Vac) to provide these specialized maintenance services.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an Agreement with O.C. Vacuum, Inc. to provide operations and maintenance services for the storm water diversion system located at the Urban Orchard Park, for a three-year term, for an amount not to exceed $450,000, or $150,000 per year;
b. Authorizing the City Manager to approve and execute amendments for a cumulative amount of $100,000;
c. Authorize the transfer of $190,000 in Measure W Funds from the Fiscal Year 2025/26 Capital Improvement Program, Urban Orchard Project budget to the Fiscal Year 2025/26 Operating Public Works Budget to fund first year services and contingency funds; and
d. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The proposed Agreement will be fully funded with $450,000 in Measure W Funds over a three-year term, at a rate of $150,000 annually. Funding for the first year is currently budgeted in the FY 2025/26 Capital Improvement Program, of which $190,000 is proposed to be transferred to the Public Works Operating Budget to support first-year services. The total project budget is $550,000, as summarized below.

Budget	Year 1 Services	Year 2 Services	Year 3 Services	Total
Agreement	$150,000	$150,000	$150,000	**$450,000**
Contingency	$40,000	$30,000	$30,000	**$100,000**
			Total	**$550,000**

ANALYSIS: Construction of the Urban Orchard Project was recently completed and included

installation of a stormwater diversion system. The diversion system serves both NPDES stormwater compliance and aesthetic purposes, as it integrates with and enhances the surrounding wetlands. To ensure the system continues to function properly, specialized operations and maintenance services are required at Urban Orchard Park, for which the subject agreement is recommended. The scope of services includes debris removal, vacuum cleaning, inspection, and hydro-jetting of the Bandini Channel, stormwater inlets, vaults, reservoir, and pump stations, as well as graffiti abatement along the Bandini Channel and maintenance of the wetland area. Approval of this agreement will ensure ongoing compliance with stormwater regulations and preserve the visual quality of the site.

The City issued a Request for Proposals (RFP) to find a contractor to handle ongoing maintenance at Urban Orchard Park. One proposal was received from OC Vac, a company with proven experience maintaining stormwater systems and treatment facilities. After reviewing their proposal, staff determined that OC Vac is well qualified for the job and recommend awarding them a contract for an amount not to exceed $450,000 for a three-year term, or $150,000 annually.

BACKGROUND: The Urban Orchard Park officially opened to the public on July 12, 2025 and has a need for specialty services. The park includes a stormwater system and wetland area designed to clean runoff from the Bandini Channel by capturing and treating both dry-weather and some wet-weather flows. To keep the system working properly and continue improving water quality, regular maintenance is required. Under an agreement with the Los Angeles County Flood Control District, the City is responsible for maintaining parts of the Bandini Channel as well as the stormwater inlets, vaults, reservoirs, and pump stations within Urban Orchard Park.

Staff recommend awarding the agreement to OC Vac, the sole proposer responding to the City's Request for Proposals (RFP) for Urban Orchard Park Operations and Maintenance Services. The RFP was issued on September 11, 2025, through PlanetBids, with proposals due by October 9, 2025. A selection committee composed of the Senior Engineer, Associate Engineer, and Assistant Engineer reviewed OC Vac's proposal. The committee evaluated qualifications, experience, response times, and proposed fees, and determined that OC Vac is well qualified to perform the required services. OC Vac offers the following strengths:

- **Experienced Project Manager**: Over 20 years of professional experience in the water resources industry.
- **Proven Performance**: More than 45 years of experience providing environmental and maintenance services across California, including previous work for the City.
- **Project Familiarity**: Recently provided emergency maintenance services at Urban Orchard Park, demonstrating knowledge of the site's stormwater system.
- **Relevant Experience**: Successfully completed similar projects involving stormwater treatment and maintenance for other public agencies.

ATTACHMENTS: A. Proposed Agreement (including Exhibit A and Exhibit B)

LC:lc

AGREEMENT FOR SPECIALTY OPERATION AND MAINTENANCE SERVICES FOR STORM WATER DIVERSION SYSTEM LOCATED AT THE URBAN ORCHARD PARK, BETWEEN THE CITY OF SOUTH GATE AND O.C. VACUUM, INC.

This Agreement for Urban Orchard Park Operations and Maintenance Services ("Agreement") is made and entered into on November 26, 2024, by and between the City of South Gate, a municipal corporation ("City") and O.C. Vacuum, Inc., a California Corporation ("Contractor"). City and Contractor 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 Operation and Maintenance ("Maintenance") of the storm water diversion system located at the Urban Orchard Park;

WHEREAS, on September 11, 2025, the City issued a Request for Proposal for Operation and Maintenance services for the Urban Orchard Park ("RFP"), to which O.C. Vacuum, Inc. submitted the sole proposal. The RFP is attached as Exhibit "A".

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

WHEREAS, based on such representation, City desires to contract with Contractor 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 WORK.** The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the Maintenance Services ("Work") identified on Exhibit "B" hereto. The work to be performed shall be as directed by the City on the storm water diversion and wetland system ("City Facilities") are also identified on Exhibit "B" hereto. The Work shall include all the terms and conditions of Contractor's proposal dated October 1, 2025 ("Proposal"), which shall be attached as part of Exhibit "B" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

2. **COMPENSATION.** The maximum amount of compensation to be paid to Contractor hereunder, pursuant to this Agreement, shall not exceed **Four Hundred Fifty Thousand Dollars ($450,000), or $150,000 annually**, which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, are set forth on the Cost Proposal attached hereto as Exhibit "B". Except as may be specifically set forth in Exhibit "B" or approved by the City in writing on a case-

by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in Exhibit "B", on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If, after review by the City, the Work is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable Work. If Contractor fails to correct unacceptable Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work. Subject to the City's right to reject all or any part of the charges set forth in such invoice as provided herein, the City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

3. **TERM OF AGREEMENT.** The term of this Agreement ("Term") shall commence on November 11, 2025, and shall terminate on November 10, 2028, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13 below. At the conclusion of this three-year period, the City at its option, and with City Council approval, may renew this contract for up to two consecutive periods of one year each, beginning November 11, 2028, and November 11, 2029. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.

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

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

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

7. **CONTRACTOR MUST PAY PREVAILING WAGES TO ITS EMPLOYEES.** This Agreement is a public works contract. As such, pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor's performance hereunder is subject to Contractor's compliance with prevailing wage rate payment requirements under California Labor Code § 1771. Contractor must pay "prevailing wages" to all personnel employed by Contractor who perform any portion of the Work. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations' web site at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. It is Contractor's responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

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

9. **INDEPENDENT CONTRACTOR.** In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

10. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, the City shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section 10. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.

11. **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

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

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

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

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

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

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

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

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

14. **PUBLIC EMPLOYEES' RETIREMENT SYSTEM.** Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to – and each hereby agrees to waive any claims to – any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits. Without limiting the generality of Section 19 below, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall indemnify, defend (using counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

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

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

the classifications of "all-risk", "fire legal liability", and "personal injury" insurance.

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

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

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

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

15.6 City to be Named as Additional Insured Party. All policies (other than worker's compensation insurance policies) must include an Additional Insured Endorsement (CG 20 10 11 85) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City's and its agent's interests under this Agreement.

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

15.8 Blanket Policies. Any or all policies to be obtained by Contractor hereunder may, at Contractor's option, be provided under a separate policy covering only the items

and matters to be insured under this Agreement or included in one or more blanket policies covering not only those items and matters but also additional property and matters owned or otherwise insured by Contractor. All such combined or blanket policies must, however, comply with each and every provision of this Section 15.

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

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

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

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

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

16. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor

(the "Termination Notice") that specifies a termination date (the "Early Termination Date") at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to the City in writing and take all steps necessary to cease all Work in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any Work performed after the Early Termination Date that is reasonably necessary to terminate the Work in an orderly manner must be specifically authorized in writing by the Director prior to its performance and prior to the Early Termination Date. Upon termination by the City, Contractor shall be paid or reimbursed for all Work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City's early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation Specified in Section 2 above.

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

18. **CITY'S REMEDIES FOR CONTRACTOR'S FAILURE TO PERFORM.** Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:

18.1 Forfeiture of Bond/Negotiation of Security. The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor's obligations and may further cause to be negotiated any instrument of credit deposited with and assigned to the City in such amount as may be required to complete the Improvement work.

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

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

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

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

19. **INDEMNIFICATION AND DEFENSE.** Contractor and its sureties (if any) shall indemnify 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.

20. MISCELLANEOUS.

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

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

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

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

TO CONTRACTOR:
Oscar Carrasco
Vice President
O.C. Vacuum, Inc.
5900 Cherry Ave
Long Beach CA, 90805
Email: JR@C-VAC.com
TEL: (562) 572-1044

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

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

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

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

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

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

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

20.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all

of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

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

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

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

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

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

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

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

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

20.18 Patriot Act Compliance. Contractor represents, warrants and covenants that neither Contractor nor any of its shareholders, officers, directors, members, managers or partners (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18.U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

[Remainder of page left blank intentionally]

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

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

O.C. VACUUM, INC.:

By: _____
Oscar Carrasco, Vice President

Dated: _____

Exhibit "A"

Cost Proposal

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

City of South Gate

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

Department of Public Works

September 11, 2025

Subject: Request for Proposal (RFP) for *Urban Orchard Park Operation & Maintenance Services*

Dear Prospective Contractor:

The City of South Gate (City) is soliciting proposals from a qualified Contractor to provide the maintenance contracting services for Urban Orchard Park Operation & Maintenance.

To be considered responsive to the RFP requirements, Contractors must submit a proposal indicating their knowledge and experience related to the services being sought. The Contractor shall have substantial experience in providing such maintenance services on similar projects. Contractor and its proposed team must be experienced in providing maintenance services required to meet the City's project objectives including debri removal, hydro-jetting, graffiti abatement, and inspections &cleaning in accordance with Local, and State requirements.

SUBMISSION DEADLINE

In order for your proposal to be considered, submit four (4) copies of the proposal with one (1) electronic copy in a flash drive containing the requested information in a sealed envelope marked "Proposal for Urban Orchard Park Operation & Maintenance"

The maintenance services proposal shall be hand delivered or mailed by the submission date shown below to:

City Clerk's Office
Attn: Engineering Division
City of South Gate
8650 California A venue
South Gate, CA 90280

Submission Deadline: October 9, 2025 , 1:00 pm

Proposals not received by the submission deadline will not be considered and will be returned unopened.

QUESTIONS

Bidders are required to post their questions to the City Project Manager online by visiting: https://pbsystem.planetbids.com/portal/60317/portal-home

Any questions by email or by telephone will not be answered. Questions will be accepted until **5:00 pm on or before September 25, 2025.** Any questions submitted after **September 25**, 2025, will not be answered. Answers to questions will be issued and posted online in the planet bid portal by October 2, 2025.

Any addenda and/or supplemental information, as applicable will be posted online and available at: https://pbsystem.planetbids.com/portal/60317/portal-home

It is the Contractor's responsibility to check online for any addenda that is released. Any changes or corrections to the original Documents or any other information that will affect the completion of the award will be disseminated and posted at:

https://pbsystem.planetbids.com/portal/60317/portal-home

Contractors shall acknowledge receipt of all addenda documentation (if any) with the submitted bid proposal.

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

REQUEST FOR PROPOSAL (RFP) FOR

URBAN ORCHARD PARK OPERATION & MAINTENANCE SERVICES

September 2025

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INTRODUCTION AND PROJECT DESCRIPTION

The City of South Gate (City) is seeking a qualified Contractor to provide maintenance services for the Urban Orchard Park Operation & Maintenance Project. The Urban Orchard Park was developed to improve water quality within the LACFCD DDI 23 (Bandini Channel), which serves the City of South Gate and ultimately the Los Angeles River Watershed, by capturing and treating dry-weather flows and a portion of wet-weather runoff.

Flows from the Bandini Channel are diverted into a pretreatment device through a drop inlet. Following pretreatment, the water is pumped into an underground storage reservoir and conveyed to the open-air wetland. The treated water is then reused for irrigation within the park. To ensure the long-term performance of the system, continued pollutant removal, and overall project sustainability, the City requires a comprehensive maintenance program.

SCOPE OF SERVICES

The City is soliciting proposals from qualified Contractor that can successfully provide maintenance services for Urban Orchard Park. The specific services are described in detail in the task below. This includes maintenance of a storm drain diversion system, pretreatment system, pump station, active controls, onsite irrigation system, decomposed granite path at LACFCD maintenance access road.

The specific tasks for this scope of work are as specified as follows:

TASK 1 – DEBRI REMOVAL, VACCUUM CLEANING, & HYDRO-JETTING

- Bandini Channel
    - Debris removal and vacuum cleaning three times per wet season, once per month during dry season, after major storm events and on as needed basis.
    - Debri removal shall be inclusive of large bulky items.
    - The City anticipates that the as needed basis will be a minimum of 2 times per year in addition to the wet season, dry season, and major storm event cleanings.
    - Hydro-jetting on as needed basis. The City anticipates that the as needed basis will be a minimum of 2 times per year in addition to the wet season, dry season, and major storm event cleanings.

- Drop inlet diversion structure
    - Debris removal and vacuum cleaning on as needed basis.
    - Debri removal shall be inclusive of large items.
    - The City anticipates that the as needed basis will be a minimum of 4 times per year
    - Hydro-jetting shall be annually, or on as needed basis.

- Actuated valve structure & hydro-pneumatic separator
  - Debris removal and vacuum cleaning on as needed basis.
  - Hydro-jetting shall be annually, or on as needed basis.

- Diversion pump station
  - Wet well vacuum cleaning shall be annually or on an as needed basis.
  - Cleaning and servicing shall be annually, in advance of wet season.

- Precast concrete reservoir
  - Sediment basin vacuum cleaning is required every 2 years, or as needed. The City anticipates that the as needed basis will be a minimum of 1 times per year.
  - Storage/infiltration chamber cleaning is required every 10 years, or as needed. The City anticipates that the as needed basis will be a minimum of 1 time per 3 years.

- Post BMP pump station
  - Wet well vacuum cleaning shall be annually, or as needed

- Contractor must address as needed request within 2 days

- Contractor shall develop maintenance report for any maintenance activity performed.
  - The format of the maintenance report shall comply to the City's requirements.

- The Contractor must maintain the proposed unit rates for at least 3 years. Payment shall be paid at the contract price per Each (EA) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, site cleanup, equipment, hauling, disposing, administrative costs, traffic control and incidentals.

TASK 2 – INSPECTIONS

- Bandini Channel & drop inlet diversion structure
  - Inspection before and after major storm events or monthly during wet season and monthly per dry season.

- Actuated valve structure & hydro-pneumatic separator
  - Inspection after major storm events or monthly during wet season and once per dry season

- Diversion pump station
  - Wet well inspection shall beannual or as needed.

- Precast concrete reservoir
  - Inspection of precast concrete reservoir shall be annual or as needed basis.

- Post BMP pump station

- Wet well inspection shall be on an annual and as needed basis.

- Contractors shall develop an inspection report. The format of the inspection report shall comply to the City's requirements.

- Contractor must address as needed request within 2 days

- The Contractor must maintain the proposed unit rates for at least 3 years. Payment shall be paid at the contract price per Each (EA) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, site cleanup, equipment, hauling, disposing, administrative costs, traffic control and incidentals.

TASK 3 – GRAFFITI ABATEMENT

- Bandini Channel
  - Graffiti abatement shall be on an as needed basis.
  - Graffiti shall be painted over with color paint to match the concrete channel color.
  - Graffiti shall not be visible through the added paint.
  - The City anticipates that the as needed basis will be a minimum of 4 times per year

- Contractor must address as needed request within 2 days

- Contractor shall develop maintenance report for any maintenance activity performed.
  - The format of the maintenance report shall comply to the City's requirements.

- The Contractor must maintain the proposed unit rates for at least 3 years. Payment shall be paid at the contract price per Each (EA) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, site cleanup, equipment, hauling, disposing, administrative costs, traffic control and incidentals.

PROPOSAL REQUIREMENTS

The consolidated proposal must be concise, well organized and demonstrate your firm's qualifications and experience relating to services being sought.

The Proposal must include the following:

Contractors shall submit the following, as a minimum, in addition to the information required by other portions of this RFP:

A statement of the Contractor's qualifications applicable to this Contract, including the following:

1) Contractor's legal name, any fictitious business name(s) under which the

Contractor is now doing business or ever has done business, Contractor's license number
and Contractor's address and phone numbers (Main office and Fax).

2) Brief description of the Contractor's business.

3) A list of minimum three (3) references of current or past contracts for which the Contractor has performed or is performing work of similar type, scope, and complexity within the past ten years. This list shall include the names, addresses, and phone numbers of the contracting party as well as a description of services performed and the dollar amount of the contract. Upon further consideration of the Contractor's proposal, the City may request additional references.

4) List of key staff who will work on this Contract, including qualifications and proposed duties.

5) Demonstrated past performance in maintaining stormwater capture facilities, including drop inlets, hydro-pneumatic separators, pump vaults, and underground reservoirs.

   - References from other municipalities or agencies for comparable work.

6) Ownership or access to vacuum trucks, confined-space entry equipment, and hydro jetting tools.
   - Procedures for safe and effective sediment/debris removal in deep vaults and underground facilities.

7) Submitted Proposal must include the required "Contractor's Organization Statement and Performance History" forms and "Contractor's Industrial Safety Record" found within this document.

8) Cost Form

9) List of subcontractors (if applicable)

10) Contractor's qualification statement

11) Contractors' organization statement and performance history
12) Knowledge of local, state, and federal regulations for handling and disposing of debris and contaminated water.
   • Proper permits and documented disposal methods.

13) Trained and certified staff (e.g., Confined Space Entry, HAZWOPER if needed).

- Compliance with OSHA confined space entry requirements
- Documented safety program with low incident rate.

14) Qualified inspection personnel (NASSCO PACP/MACP certification, if applicable).
- Ability to provide thorough inspection reports with photos, videos, and recommendations

It is the responsibility of the Contractor to submit a Proposal that contains all of the services necessary for the successful delivery of the project.

SCHEDULE/CONTRACTOR SELECTION PROCESSS/SELECTION CRITERIA

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. Responsiveness to the RFP will be a principal basis for evaluation.

Proposals submitted will be evaluated by a Selection Committee comprised of City of South Gate Staff. The Committee's evaluation will be based upon, but not limited to: strength of the proposal, related experience of the firm, professional qualifications of the individual(s) to be assigned to the project, ability to meet required deadlines, references from previous clients and proposal cost.

The selection of the firms will be based in accordance with, the following criteria

Description	**Points**
Qualifications and Experience	40
Cost Effectiveness of Fees	40
Timeline and Schedule	20
Total	100

All proposals will be evaluated by a South Gate Selection Committee (Committee). The Committee may be composed of South Gate staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposals. The evaluation of the proposals shall be within the sole judgement and discretion of the Committee. All contacts during the evaluation phase shall be through the South Gate Project Manager only.

The selection committee may review the submitted proposals according to the above evaluation criteria and weighting factors if necessary. The committee will then establish a shortlist of

contractors who are considered to be best qualified to perform the contract work. The shortlist will include enough qualified contractors to ensure that at least three contractors are shortlisted for possible interviews, if deemed necessary.

If interviews are deemed necessary, the committee will reestablish a final ranking of the highest ranked contractors following such interviews. Negotiations with the highest ranked contractor will begin. If agreement cannot be reached with the highest ranked contractor, then negotiations will proceed with the next most qualified contractor until a final contractor is selected.

The City staff will determine if an interview is necessary. If an interview is not necessary; the project will be awarded to the highest rank proposal.

One maintenance contract will be awarded. Late proposal submittals will be designated as non-responsive and returned unopened to the prospective.

While cost is an important factor, the City of South Gate reserves the right to select the proposal that best meets the City's needs, which may not necessarily be the lowest-cost option.

The City further reserves the right to negotiate the scope of work, methodology, and compensation as deemed necessary. Each respondent must clearly specify the period for which their proposal will remain valid, which shall not be less than sixty (60) days from the date of submittal.

Schedule for the Contractor selection process:

No.	Process	Date
1	Requests for Proposal Released	September 11, 2025
2	Non-Mandatory Pre-Proposal Meeting	September 18, 2025 (10 a.m.)
3	Deadline for Questions	September 25, 2025 (5:00 p.m.)
4	Proposal Due Date	October 9, 2025 (1:00 p.m.)
5	Contractor Interviews (If Necessary)	October 16, 2025
6	Contract Award and City Council Approval (Tentative)	November 2025

Disclosure: Contractors shall disclose in their responses to any Request for Proposals whether they have been the subject of any legal investigation by County, State, and/or Federal agencies within the past 5 years. If so, each responding contractor shall identify the agency and contact person, the nature of the investigation, and any determination over outcome of said investigation. Non-compliance with this section shall result in rejection of the Proposal, but a contractor's disclosure of any such investigation (even one which resulted in a determination that was averse to the

contractor) will not automatically result in rejection of the Proposal. The occurrence, nature, underlying facts, and outcome of any such investigation are not by themselves determinative but are simply included among many factors that will be considered by the City in evaluating Proposals.

One contract will be awarded. Late proposal submittals will be designated nonresponsive and returned to the prospective contractors. **Substitution of the designated team and key staff after selection of the successful contractor will have to be in writing and approved by the City otherwise it will result in termination of the contract.**

Prebid meeting location: Urban Orchard Park. 9475 W Frontage Rd, South Gate CA 90280

RIGHT TO REJECT ALL PROPOSALS

The City of South Gate reserves the right to reject all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. All costs incurred in the preparation of the proposal and subsequent material, including a proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind which may be incurred by a respondent. All proposals and other information submitted to the City of South Gate in response to this RFP shall become the property of the City.

INSURANCE REQUIREMENTS

Contractor shall provide insurance certificates naming the City of South Gate as additional insured for Workers Compensation Insurance, General Liability and Automobile Liability; the Contractor must provide Professional Liability Insurance coverage (Errors and Omissions in the amount of $1,000,000 per occurrence). The insurance certificate shall contain a provision that the City shall be given thirty (30) days prior written notice in the event of cancellation or reduction in coverage. Please refer to the attached Sample Professional Services Agreement for complete insurance requirements (Attachment – A).

CONTRACTOR AGREEMENT

A sample of the City standard agreement is attached as Attachment A.

Contract Exceptions – Please provide any proposed exceptions, additions, and/or deletions to the City's Request for Proposal. **The City WILL NOT accept any proposed requested changes to the City's Professional Services Agreement including the ability to meet the stipulated insurance requirements and other contractual terms therein. Please submit a proposal only if there is a clear understanding that your firm can execute the City's Agreement without any changes.** By submitting a proposal, the proposer represents they have an understanding of and will comply with the requirements of the RFP and any addenda.

ATTACHMENTS:

1) Attachment 1: Cost Form
2) Attachment 2: List of subcontractors
3) Attachment 3: Contractor's qualification statement
4) Attachment 4: Contractors organization statement and performance history
5) Attachment 5: Sample Professional Services Agreement

ATTACHMENT 1

COST FORM

Base Bid

Item #	Description	Unit	Year 1 - Unit Cost	Year 1 - Total Cost	Year 2 - Unit Cost	Year 2 - Total Cost	Year 3 - Unit Cost	Year 3 - Total Cost
Task 1a	DEBRI REMOVAL IN BANDINI CHANNEL,	14 EA						
Task 1b	DROP INLET STRUCTURE CLEANING INSIDE & HYRO-JETTING	2 EA						
Task 1c	HYDRO-VAC HYDRO-PNEAUMATIC SEPARATORS	4 EA						
Task 1d	HYDRO-VAC DIVERSON & POST BMP PUMP STATION VAULTS	2 EA						
Task 1e	CLEAN SEDIMENT BASIN IN UNDERGROUND PRE-CAST CONCRETE RESERVOIR	1 EA						
Task 2a	INSPECTION OF BANDINI CHANNEL, DROP INLET, AND HYDRO-PNEUMATIC SEPARATOR	14 EA						
Task 2b	INSPECTION OF DIVERSION & POST BMP PUMP STATION VAULTS, AND ACTUATED VALVE VAULTS	4 EA						
Task 2c	INSPECTION OF UNDERGROUND PRE-CAST CONCRETE RESERVOIR	1 EA						
Task 3	GRAFFITI ABATEMENT	2000 SF						
	Total							

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ATTACHMENT 2 – LIST OF SUBCONTRACTORS

NAME OF BIDDER_____

LIST OF SUBCONTRACTORS

In accordance with Division 2, Part I, Chapter 4 of the Public Contract Code, including Sections 4100-4113. 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_____ _____

   Address_____ _____

   License No._____ Email Address_____

   Classification_____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: _____

2. Name_____ _____

   Address_____ _____

   License No._____ Email Address_____

   Classification_____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: _____

3. Name_____ _____

Address_____ _____

License No._____ Email Address_____

Classification_____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: _____

4. Name_____ _____

Address_____ _____

License No._____ Email Address_____

Classification_____

D.I.R.P.W.C. Registration No: _____

5. Name_____ _____

Address_____ _____

License No._____ Email Address_____

Classification_____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: _____

6. Name_____ _____

Address_____ _____

License No._____ Email Address_____

Classification_____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: _____

ATTACHMENT 3 – CONTRACTOR'S QUALIFICATIONS STATEMENT

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 _____

   Description _____

   _____

   Person to Contact Job Title Phone No.

   _____

   City Contract Amount Date Completed

2. Project Name _____

   Description _____

   _____

   Person to Contact Job Title Phone No.

   _____

   City Contract Amount Date Completed

3. Project Name _____

   Description _____

   Person to Contact Job Title Phone No.

   _____

   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_____ Title_____

Dated this _____ day of _____, 20__

ATTACHMENT 4 – CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

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:_____
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 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? _____ From ___ to 20___

(b) As a Subcontractor? _____ From ___ 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

B. Have you or your company, or any officer or partner thereof, failed to complete a contract for an Owner? YES ____ NO ____. If so indicate the name of each agency, dates, and the circumstances.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

ATTACHMENT 5 – SAMPLE CITY STANDARD AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES FOR (TYPE OF SERVICE) SERVICES BETWEEN THE CITY OF SOUTH GATE AND (COMPANY NAME)

This Agreement for Professional Services for **(TYPE OF SERVICE)** Services ("Agreement") is made and entered into on **(DATE)**, by and between the City of South Gate, a municipal corporation ("City"), and **(COMPANY NAME)**, 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 **(TYPE OF SERVICE)**;

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 **(SPELL OUT AMOUNT IN BOLD) for example: One Thousand Two Hundred Twenty-Five Dollars – then put amount in parenthesis for example (**$1,225.00**)** 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 **(DIRECTOR'S TITLE 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 **(DATE)**, and will remain in effect for a period of **(ENTER AMOUNT)** year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **CITY AGENT.** The **(DIRECTOR'S TITLE OR CITY MANAGER)** ("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
(DIRECTOR'S NAME & TITLE OR CM)
(ADDRESS)
South Gate, CA 90280
Email: **(EMAIL ADDRESS)**
TEL: **(PHONE NO.)**

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:
(NAME OF CONSULTANT)
(CONSULTANT'S TITLE)
(CONSULTANT/COMPANY NAME)
(COMPANY ADDRESS)
(CITY, STATE, ZIP CODE)
Email: **(CONSULTANT'S EMAIL ADDRESS)**
TEL: **(PHONE NUMBER)**

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.

6.24Interpretation 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 **(DATE)** and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

(COMPANY NAME):

By: _____
(CONSULTANT'S NAME AND TITLE)

Dated: _____

4.1 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:_____

CONTRACTOR NAME .
Contractor

By:_____
Name

_____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.

NAME OF PROJECT
CITY PROJECT NO. ____

FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to _____ **Inc.,** ("Contractor" herein) a Contract for:

NAME OF PROJECT, CITY PROJECT NO. ____; 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.

CONTRACTOR NAME:

By: _____
Name

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

PROJECT NAME
CITY PROJECT NO. ____

100% PAYMENT BOND

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

PROJECT NAME
CITY PROJECT NO. ____

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 _____, 2024.

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

CONTRACTOR:
CONTRACTOR NAME.

By: _____
Name

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_____, 2021.

_____
Notary Public

(Attach Notary Certificate)

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: September 30, 2025

TO: Prospective Bidders

FROM: Lorenzo Camargo, Associate Engineer

SUBJECT: ADDENDUM #1: Urban Orchard Park Maintenance and Operation Services, SP-074.

This addendum consists of Three (3) pages.

Please note the following changes and/or additions to the Project Plans and Specifications for the above reference 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. **Replace pages 7, 8 and 13 in its entirety as attached**.

   Task 4 (Optional) – Wetland Maintenance was added.

END OF ADDENDUM #1

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #1 which shall be attached to the Bid.

_____ _____

Signature and Title **Date**

- Wet well inspection shall be on an annual and as needed basis.

- Wetland
  - Wetland inspection shall be on an monthly and as needed basis.

- Contractors shall develop an inspection report. The format of the inspection report shall comply to the City's requirements.

- Contractor must address as needed request within 2 days

- The Contractor must maintain the proposed unit rates for at least 3 years. Payment shall be paid at the contract price per Each (EA) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, site cleanup, equipment, hauling, disposing, administrative costs, traffic control and incidentals.

TASK 3 – GRAFFITI ABATEMENT

- Bandini Channel
  - Graffiti abatement shall be on an as needed basis.
  - Graffiti shall be painted over with color paint to match the concrete channel color.
  - Graffiti shall not be visible through the added paint.
  - The City anticipates that the as needed basis will be a minimum of 4 times per year

- Contractor must address as needed request within 2 days

- Contractor shall develop maintenance report for any maintenance activity performed.
  - The format of the maintenance report shall comply to the City's requirements.

- The Contractor must maintain the proposed unit rates for at least 3 years. Payment shall be paid at the contract price per Each (EA) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, site cleanup, equipment, hauling, disposing, administrative costs, traffic control and incidentals.

TASK 4 – WETLAND (Optional)

- Algae and Water Quality Control
  - The contractor shall monitor water quality (nutrient levels, pH, dissolved oxygen, turbidity).
  - The contractor shall Implement algae control measures (biological, mechanical, or approved chemical treatments) after obtaining approval from the City.
    - Algaecide must be approved to be discharged into the US waterways.
    - Physically removed algae can be placed in Urban Orchard containers.
  - Algae skimming on a monthly and as-needed basis.
  - The contractor shall ensure compliance with Regional Water Quality Control Board

standards.

- Sediment and Debris Management
  - Removal of accumulated sediment and trash.
  - Inspection and maintenance of inflow/outflow structures.

- Contractor must address as needed request within 2 days.

- The Contractor must maintain the proposed unit rates for at least 3 years. Payment shall be paid at the contract price per Each (EA) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, site cleanup, equipment, hauling, disposing, administrative costs, traffic control and incidentals.

PROPOSAL REQUIREMENTS

The consolidated proposal must be concise, well organized and demonstrate your firm's qualifications and experience relating to services being sought.

The Proposal must include the following:

Contractors shall submit the following, as a minimum, in addition to the information required by other portions of this RFP:

A statement of the Contractor's qualifications applicable to this Contract, including the following:

1) Contractor's legal name, any fictitious business name(s) under which the Contractor is now doing business or ever has done business, Contractor's license number
and Contractor's address and phone numbers (Main office and Fax).

2) Brief description of the Contractor's business.

3) A list of minimum three (3) references of current or past contracts for which the Contractor has performed or is performing work of similar type, scope, and complexity within the past ten years. This list shall include the names, addresses, and phone numbers of the contracting party as well as a description of services performed and the dollar amount of the contract. Upon further consideration of the Contractor's proposal, the City may request additional references.

4) List of key staff who will work on this Contract, including qualifications and proposed duties.

5) Demonstrated past performance in maintaining stormwater capture facilities,

ATTACHMENT 1

COST FORM
Base Bid

Item #	Description	Unit	Year 1 - Unit Cost	Year 1 - Total Cost	Year 2 - Unit Cost	Year 2 - Total Cost	Year 3 - Unit Cost	Year 3 - Total Cost
Task 1a	DEBRI REMOVAL IN BANDINI CHANNEL,	14 EA						
Task 1b	DROP INLET STRUCTURE CLEANING INSIDE & HYRO-JETTING	2 EA						
Task 1c	HYDRO-VAC HYDRO-PNEAUMATIC SEPARATORS	4 EA						
Task 1d	HYDRO-VAC DIVERSON & POST BMP PUMP STATION VAULTS	2 EA						
Task 1e	CLEAN SEDIMENT BASIN IN UNDERGROUND PRE-CAST CONCRETE RESERVOIR	1 EA						
Task 2a	INSPECTION OF BANDINI CHANNEL, DROP INLET, AND HYDRO-PNEUMATIC SEPARATOR	14 EA						
Task 2b	INSPECTION OF DIVERSION & POST BMP PUMP STATION VAULTS, AND ACTUATED VALVE VAULTS	4 EA						
Task 2c	INSPECTION OF UNDERGROUND PRE-CAST CONCRETE RESERVOIR	1 EA						
Task 3	GRAFFITI ABATEMENT	2000 SF						
Task 4 (optional)	**WETLAND**	**13 EA**						
Total								

62

City of South Gate

Request for Proposal (RFP) for
Urban Orchard Park Operation & Maintenance Services

City Clerk's Office
Attn: Engineering Division
City of South Gate
8650 California Ave
South Gate, CA 90280

Submitted By:

O.C. VACUUM
Environmental Services

Locations:
Santa Fe Springs, CA Fontana, CA Corona, CA

24-Hour Dispatch 562-984-8178

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2) Description of the Contractor's Business .....pg. 3
3) A list of minimum three references of current or past contacts .....pg. 5
4) Key Staff .....pg. 7
5) Past Performance .....pg. 14
6) Ownership to vacuum trucks, confined-space entry equipment, and hydro-jetting tools .....pg. 15
7) Submitted Proposal must include the required "Contractor's Organization Statement and Performance History" .....pg. 18
8) Cost Form .....pg. 19
9) List of Subcontractors .....pg. 21
10) Contractor's qualification statement .....pg. 22
11) Contractors' organization statement and performance history .....pg. 24
12) Knowledge of Local, State, and Federal regulations for handling and disposing of debris and contaminated water .....pg. 27
13) Trained and Certified Staff .....pg. 34
14) Qualified inspection personnel .....pg. 45
15) Acknowledgement to Addendum #1 .....pg. 46

October 1, 2025

City Clerk's Office
Attn: Engineering Division
City of South Gate
8650 California Avenue
South Gate, CA 90280

RE: Request for Proposal (RFP) for *Urban Orchard Park Operation & Maintenance Services*

1) Contractor Legal Name: O.C. Vacuum Incorporated

2) Description of the Contractor's Business:
Introduction:
O.C. Vacuum, established in 1978 by Oscar Carrasco, is a California-based company specializing in industrial and environmental services. With a core mission focused on providing comprehensive waste management and remediation services, O.C. Vacuum has built a strong reputation for its commitment to safety, environmental responsibility, and quality service. The company's values are deeply rooted in efficient operations and meeting the diverse needs of local, statewide, and national clients.

O.C. Vacuum offers a wide range of services to address various industrial and environmental needs of the City of South Gate:

- **Vacuum Truck Services** for the removal of accumulated sediment, water, and waste material from storm drain infrastructure.
- **Hydro-Jetting** for high-pressure cleaning of pipelines and drainage systems to restore flow capacity.
- **Debris Removal** for safe collection and disposal of materials to prevent flooding and environmental concerns.
- **Inspections** of storm drain systems, including evaluation of structural condition, identification of blockages or damage, and verification of compliance with local, state, and federal stormwater regulations.
- **Graffiti Abatement** for rapid, effective removal of graffiti using environmentally safe methods.

Our comprehensive service portfolio enables us to handle complex projects efficiently, providing tailored solutions to meet specific City of South Gate's requirements.

With over 46 years of experience in the field, O.C. Vacuum has developed a deep understanding of the industrial and environmental services sector. Our expertise is evident in its ability to manage a diverse range of projects effectively. Our Clean Air certified fleet reflects this knowledge and dedication, allowing us to perform every job with the highest standards of safety, sustainability, and reliability.

Licenses & Certifications:
O.C. Vacuum holds certification as a General A Contractor with expertise in hazardous substances removal, further solidifying our position as trusted providers in the field. In addition to our General A Contractor License, we hold:

- California Public Utilities Commission Women & Minority Business Enterprise Certification: 94ES0050
- LA County Metropolitan Transportation Authority Small Business Enterprise Certification: 2368
- California Unified Certification Program Disadvantaged Business Enterprise Certification: 24098
- California Motor Carrier Permit: 0000519
- 2025 UCR Registration: Confirmation # 000-0508-8053
- DTSC Hazardous Waste Transporter Registration: 0420
- CHP Hazardous Materials Transportation License: CA 519
- USDOT Number: 498967
- USDOT Pipeline & Hazardous Materials Safety Administration Registration: 57340
- Notification of PCB Activity: 2070-0112

These certifications, combined with our extensive experience, enables us to tackle complex remediation and waste management projects with confidence and precision.

O.C. Vacuum's Facilities:
O.C. Vacuum has strategically positioned itself in Santa Fe Springs, Fontana, and Corona, capitalizing on the unique advantages these Southern California locations offer.

Our team's response will be running from our location in Santa Fe Springs. This close proximity to the City of South Gate enables us to respond quickly, reduce transportation costs, and maintain flexibility for both scheduled projects and emergency needs.

Experience and Trained Workforce:
Our company is committed to fostering a dynamic and skilled workforce to meet the needs of the City of South Gate. In building this workforce, our planned approach is to:

- Ensure all employees are appropriately trained and competent to perform their tasks.
- Identifying, assessing, and controlling the potential hazards within their performed tasks.
- Verification on job competency and hazard identification.

In addition, we offer a comprehensive suite of training programs to support employee growth and development:

- Commercial Vehicle Operation
- Confined Space Entry
- Confined Space Rescue
- Driving Safety
- Electrical Awareness – Non-Qualified/SPE
- Emergency Planning and Response
- First Aid & CPR

- Flame Resistant Clothing (FRC) Standard
- Hazard Communication
- Hazard Identification and Assessment
- HAZWOPER
- Heat and Cold Stress
- Heat Illness Prevention Training
- Incident Command System (ICS): Training from FEMA.gov
- Job Competency
- Vacuum Pump Operations, Bonding & Grounding Operations

Conclusion:
O.C. Vacuum is enthusiastic about the prospect of partnering with the City of South Gate to enhance the responsiveness of incidental and schedule work. We are confident in our ability to meet and exceed your expectations for this important environmental field execution.

3) A list of minimum three references of current or past contacts

a. City of Lakewood:
Name/Title: Michael Santillan, Water Field Operations Manager
Email: MSantillan@lakewoodca.gov
Phone: (562) 455-7171

b. Southern California Edison, Mountainview Generating Station:
Name/Title: Doug Russell, Senior Supervisor – General Maintenance
Email: Doug.Russell@sce.com
Phone: (909) 418-4334

c. SoCalGas:
Name/Title: James Slinkard, Maintenance Manager
Email: JSlinkar@socalgas.com
Phone: (310) 740-5605

d. Veolia Rialto Water:
Name/Title: Doug Thornberg, Maintenance Manager
Email: Douglas.Thornberry@veolia.com
Phone: (909) 660-9093

4) Key Staff:

Robert Badar
Account Manager / Project Manager
Robert@oc-vac.com
Phone: (626) 705-1554

Mr. Robert Badar has a proven record of success in the hazmat and emergency response sector of the environmental industry. With over 21 years of direct on-scene experience, Robert is an industry leader in overseeing all phases of projects relating to infrastructure, remediation, and environmental services for both government and private-sector clients. His extensive background includes managing storm drain maintenance and repair projects, ensuring compliance with regulatory standards while maintaining safety and efficiency in the field. Backed by strong credentials and a proven history of safe, compliant, on-time, and on-budget project completions, he is a true asset not only to our company but to the industry as well.

O.C. Vacuum, Inc. Environmental Services — August 2002-Present
Project Manager

Alternative & Innovative Marketing — February 2000-August 2002
Sales/Project Manager

Certifications & Training

- 40-Hour Hazardous Waste Operations Emergency Response (HAZWOPER) Training in accordance with 29 CFR 1910.120
- 8-Hour Hazardous Waste Operations Refresher Training in Accordance With 29 CFR1910.120
- Confined Space Entry and Rescue Training in Accordance with 29 CFR 1910.146
- FEMA National Incident Management Systems – Incident Command System Training
- CPR & First Aid Certified
- Transportation Worker Identification Credential (TWIC)

Relevant Experience

- City of Lakewood (2021 – Current): Bolivar Park & Mayfair Park Operations & Maintenance Services
- City of Bellflower (2023 – Current): Cruthers Park Operations & Maintenance Services
- Southern California Edison (2003 – 2017): Emergency / Non-Emergency Environmental Spill Response
- Southern California Edison (2021 – Current): Industrial Cleaning and Related Services, Non-Hazardous Wastewater Transportation and Disposal and Maintenance Services
- Southern California Gas Company (2018 – Current): Emergency Response, Non-Hazardous & Hazardous Waste Transportation and Disposal services.
- San Diego Gas & Electric (2021 – Current): Non-Hazardous Waste Cleaning Service

- Line 901 Release – Refugio, California
- Emergency Response & Hazardous Waste Management
    - City of Lakewood
    - City of Bellflower
    - Southern California Edison Mountainview Generating Station
    - Metropolitan Water District of Southern California
    - The Port of Los Angeles
    - California National Guard
    - Barstow Marine Corps Base

Carrasco, Oscar J.
Environmental Waste Management Specialist
Email: JR@oc-vac.com
Phone: (562) 572-1044

Professional Summary

Mr. Carrasco has over 21 years of experience in the environmental services and hazardous waste management industry. Mr. Carrasco has a solid background in many different aspects of the environmental industry with an emphasis in waste management, customer relations, sales, and field services, including, emergency response, industrial cleaning, tank cleaning, spill cleanup, high pressure water blasting, hazardous materials handling, refinery services, transportation services, waste characterization, pipeline cleaning and demolition, implementing and developing health and safety programs as needed and chemical cleaning. Many years of experience and supervisory training has enhanced his ability to manage field employees in their performance of work.

Mr. Carrasco also has a proven track record in managing non-hazardous & hazardous waste. Skilled in implementing effective waste management strategies, ensuring regulatory compliance, and developing comprehensive waste tracking systems. Dedicated to minimizing environmental impact while maximizing operational efficiency.

Professional Experience

O.C. Vacuum, Inc. Environmental Services January 2003 – Present
Vice President / Environmental Waste Management Specialist

- Lead the development and implementation of strategic plans to achieve corporate environmental goals and objectives.
- Oversee daily operations of environmental management teams, ensuring efficiency and compliance with company policies and regulatory standards.
- Ensured strict compliance with local, state, and federal environmental regulations and standards.
- Managed liquid and solid waste disposal for multiple sites, ensuring 100% compliance with environmental regulations.
- Developed and maintained a state-of-the-art waste tracking system.
- Oversee and response to emergency incidents.
- Provide training and supervisor of job competency program and hazard identification.

Education

- Don Bosco Technical Institute, Rosemead, CA, 2003, 2004: Construction
- California State University, Los Angeles, Los Angeles, CA, 2010: Business Administration Account, Civil Engineering

Certifications & Training

- 40-Hour Hazardous Waste Operations Emergency Response (HAZWOPER) Training in accordance with 29 CFR 1910.120

- 8-Hour Hazardous Waste Operations Refresher Training in Accordance With 29 CFR 1910.120
- Confined Space Entry and Rescue Training in Accordance with 29 CFR 1910.146
- FEMA National Incident Management Systems – Incident Command System Training
- CPR & First Aid Certified
- Transportation Worker Identification Credential (TWIC)

Relevant Experience

- Southern California Edison 2003 – 2017: Emergency / Non-Emergency Environmental Spill Response
- Southern California Edison 2021 – Current: Industrial Cleaning and Related Services, Non-Hazardous Wastewater Transportation and Disposal and Maintenance Services
- Southern California Gas Company 2018 – Current: Emergency Response, Non-Hazardous & Hazardous Waste Transportation and Disposal services.
- San Diego Gas & Electric 2021 – Current: Non-Hazardous Waste Cleaning Service
- Chevron Pipe Line 2003 – Current: Emergency Response, Non-Hazardous & Hazardous Waste Transportation and Disposal services.
- AES Alamitos & Redondo Beach 2024 – Current: Removal of sediment in two retention ponds, and emergency pump out of sumps.
- Zenith Terminals: 2020 – Current: Emergency Response, Industrial Cleaning and Related Services.

David Carrasco
General Manager
Davidc@oc-vac.com
Phone: (562) 244-7059

Professional Summary

Mr. Carrasco has forty (40) years of direct on-scene experience in chemical identification and cleanup activities that include, but are not limited to off-highway emergency spill cleanup, illegal lab removal services, bio-hazardous waste cleanup, industrial waste cleaning, soil remediation, PCB cleanup, waste transportation and disposal, and response equipment operation. He is responsible for day-to-day field operations and supervision of employees and ensuring compliance with all health and safety requirements. He has a proven success record of acting as project liaison between management and clients, and engendering cooperation from administrative management to field personnel. In addition, supervisory training has enhanced his ability to manage field employees in the performance of work and he maintains expertise in federal and State Environmental Regulatory Compliance Requirements and Compliance Standards

Professional Experience

O.C. Vacuum, Inc. Environmental Services — January 1991 – Present
General Manager

Certifications & Training

- 40-Hour Hazardous Waste Operations Emergency Response (HAZWOPER) Training in accordance with 29 CFR 1910.120
- 8-Hour Hazardous Waste Operations Refresher Training in Accordance With 29 CFR 1910.120
- Qualifier for A – General Engineering and Hazardous Substance Removal and Remedial Actions Certification License 706710
- FEMA National Incident Management Systems – Incident Command System Training

Relevant Experience

Emergency Response & Hazardous Waste Management

- Metropolitan Water District
- The Port of Long Beach
- The Port of Los Angeles
- California National Guard
- Barstow Marine Corps Base
- Camp Pendleton
- Bonkowski/Caltrans TO7 Underground Storage Tank Pull
- China Lake Underground Storage Tank Pull
- LA Pump Station Release
- Reyes Construction Underground Storage Tank Pull

William J. Weber
Safety Professional
billw@weberready.com
Phone: (209) 339-4743

Objective
To Provide accessible and affordable Preparedness and Response service to the Energy and Transportation Infrastructure Industries; starting with Regulatory Compliance, Health, Safety, Environmental and Quality solutions; focusing on **P**lanning, **P**ractice and **E**xecution.

Experience
Consultant
2005 – present

- Crisis Management assistance and training;
- Incident Command System (NIIMS) assistance and training
- HAZWOPER training;
- Contingency (Response) Plan Development, Auditing and Maintenance;
- Oil Spill Drill & Exercise Planning, Design and Facilitation;
- Security Plan Development, Auditing and Maintenance;
- Security Drill & Exercise Planning, Design and Facilitation;
- General Regulatory Compliance Consulting.

Response Manager
2004 - 2005 Hudson Marine Management Services

- Responsible for all First Response and Incident Command northward from Northern California;
- Support all operational activities worldwide;
- Forcefully re-invigorated internal and external training programs;
- Designed and executed innovative, practical and compliant drill and exercise program;
- Recruited specifically for instant credibility through association.

Oil Spill Prevention Specialist
2001 - 2004 State of California, Office of Spill Prevention and Response (OSPR)

- Managed monitoring and credit for over 1500 vessel drills annually;
- Reviewed and managed over 450 oil spill contingency plans (c-plans);
- Developed and Executed performance based unannounced drill program for c-plan holders;
- Co-developed Objectives and Guidelines for performance based Oil Spill Response (OSRO) Rating program; proactively presented the program throughout the State, coordinated outreach to partnership with industry;
- Implemented and Managed new, highly successful OSRO Rating Program;
- Regularly initiated OSPR outreach, education and training efforts;

- Successfully facilitated win-win forums for public and private sector mutual interests.

Agent

- 1997 – 2001 Prudential Insurance Company of America
- Built 900+ client base from scratch, solving risk management interests.
- 1973 – 1997 U. S. Coast
- 1992 – Commanded the operation and administration of a 40 person crew tasked with Search and Rescue, Spill Response, Aids to Navigation, Public Relations and Safe Boating in an area covering over 250 miles of coastline. Decorated for guiding crew to a restored sense of purpose, quality and worth.
- 1993 – Facilitated the completion and revision of 3 Area Contingency Plans; actively recruited the most diverse Area Committee in California, created unparalleled culture of trust and productivity throughout the process.
- 1995 – Hand-picked to lead the Hazmat Division of the USCG Pacific Strike Team, acted as senior response member, strenuously focused on sight safety and effective response in multiple incidents

Qualifications

Operations / Response

- Extensive experience in operations coordination and response. Responsible for the timely preparation of multiple Area Contingency Plans. Proficient at expediting the review, approval and revision of over 450 c-plans. Instrumental in the planning and execution of myriad drills and exercises. Use innovation and experience to develop premier tracking system for drills and exercises; focus on opportunities to improve. Extremely knowledgeable in Incident Command System, with significant experience at multiple positions. Accomplished in managing multiple operational budgets concurrently

Leadership / Teambuilding

- Supervised the performance, training and evaluation of an elite emergency response team. Commanded 40 – person multi-mission crew, responsible for operations in geographic area spanning major coastline. Decorated for outstanding leadership, sited for exceptional work ethic and epitomizing Pygmalion effect. Provided model training and referral services for national agencies, operating coast to coast. Developed curriculum and training methods for 1,500 person organization. Schedule and lead various meetings, facilitate clear and candid communication between all players.

Training

1991 - present

- Joymai Environmental (Dowcar) – Inland Spill Response (40 Hr.); Hazardous Materials Response (40 Hr.); Qualified Individual Training.
- National Spill Control School – Hazardous Materials Response (40 Hr.); Oil Spill Prevention and Response (40 Hr.) (Basic and Advanced for both courses).
- National Strike Force Command – ICS basic and advanced courses.
- OSPR – ICS basic and advanced courses; Unified Oil Spill Control Course; Science of Oil Spill Course; HAZWOPER (24/8 Hr); CSTI Advanced Exercise Design Course.
- USCG – HAZWOPER 40 Hour Course; PREP Exercise Design Course; Coastal Protection and Command Exercise Design Course.

5) Past Performance

O.C. Vacuum has a proven history of completing environmental and infrastructure projects across Southern California, including hazardous waste hauling, tank cleaning, storm drain work, and emergency response. Each project is performed safely, compliantly, and on schedule, earning the trust of municipal, utility, and private sector clients. Listed below are a few of our projects.

- City of Lakewood: Bolivar Park
  - Infiltration basin sludge removal
  - Inlet Channels – Debris and sludge removal
  - Infiltration storage – perform inspections
- City of Lakewood: Mayfair Park
  - Inlet Channels – Debris and sludge removal
  - Infiltration storage – perform inspections
  - Filter unit cleaning
- City of Bellflower: Cruthers Park
  - Inlet Channels – Debris and sludge removal
  - Infiltration storage – perform inspections
- Veolia Rialto Water
  - Aeration basin cleaning and sludge removal
  - Inlet pipe cleaning
  - Mixer tank sludge removal
- Southern California Edison, Mountainview Generating Station
  - Cooling Tower sludge removal
  - Hydro Electric cleaning projects
  - Deep Well sludge removal
  - Confined Space Entry and Rescue projects
- SoCalGas:
  - Underground cellar sludge removal
  - Confined Space Entry and Rescue projects
  - Confined Space Entry industrial cleaning projects

6) Ownership to vacuum trucks, confined-space entry equipment, and hydro-jetting tools:
O.C. Vacuum maintains direct ownership of a wide range of specialized service equipment, ensuring efficiency, safety and reliability for every project. By owning and maintaining our equipment, we control availability, response time, and service quality which will provide dependable resources at all times for the City of South Gate.

The following spreadsheet details our current inventory of vehicles and equipment available to support your project needs.

Recovery:					
Description	Storage Capacity (gals)	Manufacturer	Model	Type	Location
Vacuum Truck L23		Freightliner	Coronado	Vacuum Truck	Fontana
Vacuum Truck L24		Freightliner	Coronado	Vacuum Truck	Fontana
Vacuum Truck L25		Freightliner	Coronado	Vacuum Truck	Fontana
Vacuum Truck L26		Freightliner	Coronado	Vacuum Truck	Fontana
Vacuum Truck L27		Freightliner	Coronado	Vacuum Truck	Santa Fe Springs
Vacuum Truck L28	2,940	Freightliner	Coronado	Vacuum Truck	Santa Fe Springs
Vacuum Truck L29	2,940	Sterling	Guzzler Ace	Super Sucker	Santa Fe Springs
Vacuum Truck L30	3,360	International	4400 DuraStar	Vacuum Truck	Santa Fe Springs
Vacuum Truck L31		Kenworth	T800	Vacuum Truck	Santa Fe Springs
Vacuum Truck L33		Freightliner	DuraStar	Vacuum Truck	Santa Fe Springs
Vacuum Truck L34		Kenworth	T800	Vacuum Truck	Santa Fe Springs
Vacuum Truck L35		Kenworth	T800	Vacuum Truck	Santa Fe Springs
Storage:					
Vacuum Tanker T2	5,040	Westmark	120BBL S.S.	Vacuum Tanker	Santa Fe Springs
Vacuum Tanker T3	5,040	Westmark	120BBL S.S.	Vacuum Tanker	Santa Fe Springs
Vacuum Tanker T8	5,040	Westmark	120BBL S.S.	Vacuum Tanker	Fontana
Vacuum Tanker T9	5,040	Westmark	120BBL S.S.	Vacuum Tanker	Fontana

Vacuum Tanker T11	5,460	Frehauf	130BBL B.I.	Vacuum Tanker	Santa Fe Springs
Vacuum Tanker T20	5,040	Westmark	120BBL S.S.	Vacuum Tanker	Santa Fe Springs
Vacuum Tanker T21	5,460	Davidson	130BBL B.I.	Vacuum Tanker	Fontana
Vacuum Tanker T22	5,460	Davidson	130BBL B.I.	Vacuum Tanker	Fontana
Vacuum Tanker T23	5,460	Dragon	130BBL B.I.	Vacuum Tanker	Santa Fe Springs
Vacuum Tanker T24	5,460	Dragon	130BBL B.I.	Vacuum Tanker	Santa Fe Springs
Frac Tank	21,000	NSF61	500 Storage Tank	Storage Tank	Corona
Frac Tank	21,000	NSF61	500 Storage Tank	Storage Tank	Corona
Frac Tank	21,000	NSF61	500 Storage Tank	Storage Tank	Corona
Frac Tank	21,000	NSF61	500 Storage Tank	Storage Tank	Corona
Frac Tank	21,000	NSF61	500 Storage Tank	Storage Tank	Corona
Frac Tank	21,000	NSF61	500 Storage Tank	Storage Tank	Corona
Description	Storage Capacity (tons)	Manufacturer	Model	Type	Location
End Dump ED1	18	Midland	End Dump	Steel	Corona
End Dump ED2	18	WECO	End Dump	Steel	Corona
R/L RT103		ESPM	Rocket Launcher	2 Bin Trailer	Corona
R/L RT104		Dragon	Rocket Launcher	2 Bin Trailer	Santa Fe Springs
R/L RT105		Dragon	Rocket Launcher	2 Bin Trailer	Fontana
R/O L32		International	DuraStar	1 Bin Trailer	Santa Fe Springs
125 - Roll-off Containers	20	Consolidated Fab.	Roll-off Bin	20 Cubic Yard	Corona
10 - Roll-off Containers	30	Consolidated Fab.	Roll-off Bin	30 Cubic Yard	Corona
20 - Roll-off Containers	40	Consolidated Fab.	Roll-off Bin	40 Cubic Yard	Corona

Description	Storage Capacity (lbs.)	Manufacturer	Model	Type	Location
Box Van T12	30,000	Alloy	Box Van	48' Van	Fontana
Box Van T13	19,000	Wabash	Box Van	35' Van	Santa Fe Springs
Box Van T14	38,000	Pines	Box Van	53' Van	Corona
Box Van T15	38,000	Fruehauf	Box Van	53' Van	Corona
Box Van T16	38,000	Stoughton	Box Van	53' Van	Fontana
Box Van T17	38,000	Great Dane	Box Van	53' Van	Corona
Box Van T18	38,000	Great Dane	Box Van	53' Van	Corona
Box Van T19	38,000	Great Dane	Box Van	53' Van	Corona
Description	Storage Capacity (lbs.)	Manufacturer	Model	Type	Location
ST101		Spcns Carrier	3,000 PSI Pressure Washer	Tow-Behind	Santa Fe Springs
ST102		Aztec	3,000 PSI Pressure Washer	Tow-Behind	Santa Fe Springs
ST103		Utility	3,000 PSI Pressure Washer	Tow-Behind	Santa Fe Springs
ST104		Utility	3,000 PSI Pressure Washer	Tow-Behind	Santa Fe Springs
SK 1		HydroTek	3,000 PSI Pressure Washer	Skid	Santa Fe Springs
SK 2		HydroTek	3,000 PSI Pressure Washer	Skid	Santa Fe Springs
SK 3		HydroTek	3,000 PSI Pressure Washer	Skid	Santa Fe Springs
ST108		Kubota	5,000 PSI Pressure Washer	Tow-Behind	Santa Fe Springs
FL 1		Big Tex	Forklift Trailer	Trailer	Corona
Response 1		Carson	Emergency Response Trailer	Trailer	Santa Fe Springs
Rescue 1		Carson	Confined Space Rescue Trailer	Trailer	Santa Fe Springs
Marine Response 1		Look	Marine Transfer Trailer	Trailer	Santa Fe Springs

7) **Submitted Proposal must include the required "Contractor's Organization Statement and Performance History"**

All forms are included in proposal.

8) Cost Form

NON-PREVAILING WAGE PERSONNEL & OPERATED EQUIPMENT PERSONNEL:	ST	OT	PT
Incident Commander	$ 125.00	$ 155.00	$ 185.00
Project Manager	$ 100.00	$ 135.00	$ 160.00
Health & Safety Manager	$ 90.00	$ 125.00	$ 150.00
Rescue Leadman	$ 80.00	$ 115.00	$ 140.00
Driver/Equipment Operator	$ 75.00	$ 110.00	$ 135.00
Field Supervisor	$ 75.00	$ 110.00	$ 135.00
Leadman / Foreman	$ 72.00	$ 107.00	$ 132.00
Rescue Technician	$ 68.00	$ 98.00	$ 128.00
Technician	$ 58.00	$ 88.00	$ 118.00

**ST = Straight Time; OT = Over Time; PT = Premium Time (Rates are PER-HOUR)*

PREVAILING WAGE PERSONNEL & OPERATED EQUIPMENT PERSONNEL:	ST	OT	PT
Driver/Equipment Operator (Operating Engineers)	$ 150.00	$ 195.00	$ 250.00
Driver (Teamster)	$ 125.00	$ 167.00	$ 201.00
Rescue Leadman	$ 136.00	$ 171.00	$ 196.00
Field Supervisor	$ 131.00	$ 166.00	$ 191.00
Leadman / Foreman	$ 128.00	$ 163.00	$ 188.00
Rescue Technician	$ 124.00	$ 154.00	$ 184.00
Technician	$ 114.00	$ 144.00	$ 174.00

**ST = Straight Time; OT = Over Time; PT = Premium Time (Rates are PER-HOUR)*

Prevailing wage rates are subject to changes based upon project's advertised dates, changes in CA PW Law or wage

EQUIPMENT UNOPERATED EQUIPMENT:	PRICE	UOM
Vacuum Truck, Black Iron (120 BBL)	$ 70.00	Per Hour
Vacuum Truck, Stainless (120 BBL)	$ 80.00	Per Hour
Vacuum Truck, Black Iron (70 - 80 BBL)	$ 70.00	Per Hour
Roll-Off Truck, Single Bin	$ 70.00	Per Hour
Roll-Off Truck, Double Bin	$ 70.00	Per Hour
End Dumps	$ 70.00	Per Hour
Flatbed / 53' Box Van	$ 70.00	Per Hour
Super Sucker High Dump	$ 208.00	Per Hour
Camel / Sewer Jetter	$ 223.00	Per Hour
Mud dog / Hydro Excavator	$ 265.00	Per Hour
Mini Guzzler, Trailer Mounted with Pressure Washer	$ 95.00	Per Hour
Gear Truck, Less than 1 Ton	$ 50.00	Per Hour
Gear Truck, 3 - 5 Tons	$ 55.00	Per Hour
Utility Truck (ER)	$ 55.00	Per Hour
12-15 Passenger Personnel Support Van	$ 50.00	Per Hour
SUPPORT EQUIPMENT:	PRICE	UOM
Air Compressor, 185 CFM	$ 55.00	Per Hour
Air Compressor, 375 CFM	$ 65.00	Per Hour
Copus Blower, CP-20	$ 150.00	Per Day
Horn Blower, Venturi	$ 125.00	Per Day
Pressure Washer, 3,000 PSI - Single Unit	$ 55.00	Per Hour
Pressure Washer, 3,000 - 5,000 PSI - Double Unit	$ 60.00	Per Hour
2" Pump, Petroleum (M-8)	$ 200.00	Per Day
3" Pump, Petroleum (M-15)	$ 325.00	Per Day
4" Pump, Petroleum (M-30)	$ 450.00	Per Day
2"-4" Pump Hose (Length 25')	$ 15.00	Per Day
Vactor Flex Hose, 6"	$ 4.00	Per Foot

Drum-Mount Vacuum	$	125.00	Per Day
Chain Saw	$	55.00	Per Day
Sawzall	$	75.00	Per Day
Weed Wacker	$	65.00	Per Day
Ladder, A-Frame and Extension	$	10.00	Each/Per Day
Decontamination Pool, 10'x15'	$	15.00	Per Day
Forklift, 6k-10k	$	280.00	Per Day
Generator, 4 to 7.5kW	$	115.00	Per Day
Jackhammer	$	165.00	Per Day
Personnel Decon Station	$	50.00	Per Day
Drum Dolly	$	20.00	Each
Secondary Containment	$	45.00	Each
55 Gallon Carbon Scrubber	$	250.00	Each/Per Day
BINS / TEMPORARY STORAGE TANK:		*PRICE*	*UOM*
Roll-Off Bin, 20 Yard (Open or Closed)	$	20.00	Each/Per Day
Roll-Off Bin, 30-40 Yard (Open or Closed)	$	25.00	Each/Per Day
Vacuum Bin	$	45.00	Each/Per Day
Temporary Storage Tank, 200 BBL	$	55.00	Each/Per Day
MARINE RESPONSE EQUIPMENT:		*PRICE*	*UOM*
Boom Anchor Set	$	25.00	Each/Per Day
Contractor Boom, up to 8" x 12"	$	2.00	Per Foot/Per Day
Hull Magnets	$	45.00	Each/Per Day
Elastec Magnum 4-Drum Skimmer w/ Power Pack	$	250.00	Per Hour
Munson Utility Vessel 21'	$	125.00	Per Hour
Punt, 12' w/ Outboard Motor	$	40.00	Per Hour
Punt, 12' w/o Outboard Motor	$	20.00	Per Hour
RESPONSE TRAILERS EQUIPMENT:		*PRICE*	*UOM*
Confined Space Rescue Trailer	$	800.00	Per Day
Emergency Response Trailer	$	500.00	Per Day
Decontamination Trailer	$	1,000.00	Per Day
Over the Water Trailer	$	250.00	Per Day
Over the Water Trailer (in use)	$	150.00	Per Hour
SAFETY EQUIPMENT:		*PRICE*	*UOM*
Radio, UHF or VHF	$	55.00	Each/Per Day
Radio, Explosion Proof	$	75.00	Each/Per Day
Chest Waders	$	125.00	Each
Emergency Egree Bottle/Five Minute Escape Pack	$	125.00	Per Day
Eyewash Station	$	95.00	Per Day
Harness/Lanyard	$	45.00	Each
LEL/O2/H2S/CO Meter	$	125.00	Per Day
OVA Meter	$	150.00	Per Day
SCBA	$	180.00	Per Day
Tripod and Winch	$	250.00	Per Day
Traffic Control, Reflective Signs	$	50.00	Each/Per Day
Traffic Cones	$	3.00	Each/Per Day
Electric Blower	$	165.00	Per Day

MATERIALS AND SUPPLIES			
Bags / Sheeting:		*PRICE*	*UOM*
Plastic Bags, 20"x30" (250 per Box)	$	115.00	Box
Plastic Bags, 38'x60' (50 per Box)	$	150.00	Box
Roll-Off Bin Liner	$	50.00	Each
Plastic Sheeting, 20'x100', 6-10 mil	$	195.00	Roll
Cleaners:		*PRICE*	*UOM*
Hand Cleaner	$	15.00	Gallon
Bleach	$	15.00	Gallon
Simple Green	$	20.00	Gallon

Neutralizer (Soda Ash, Bicarbonate, Citric Acid)	$	65.00	Gallon/Bag
Carbon Canister for Purchase	$	1,200.00	Each
Replacement Carbon	$	1.98	LBS
Poly Containers:		*PRICE*	*UOM*
5-Gallon, Poly (open top)	$	35.00	Each
30-Gallon, Poly (open top)	$	125.00	Each
55-Gallon, Poly (open top)	$	150.00	Each
30-Gallon, Poly (closed top)	$	115.00	Each
55-Gallon, Poly (closed top)	$	112.00	Each
Salvage, 95-Gallon (open top)	$	505.00	Each
Fiber Containers:		*PRICE*	*UOM*
20-Gallon, Fiber (open top)	$	75.00	Each
30-Gallon, Fiber (open top)	$	70.00	Each
55-Gallon, Fiber (open top)	$	130.00	Each
Steel Containers:		*PRICE*	*UOM*
5-Gallon, Steel (open top)	$	65.00	Each
30-Gallon, Steel (open top)	$	155.00	Each
55-Gallon, Steel, Recon (open top)	$	80.00	Each
55-Gallon, Steel, New (open top)	$	100.00	Each
Salvage, 85-Gallon, Steel (open top)	$	450.00	Each
30-Gallon, Steel (closed top)	$	155.00	Each
55-Gallon, Steel (closed top)	$	130.00	Each
Tri-Wall Boxes:		*PRICE*	*UOM*
DOT Cubic Yard Box (includes liner, nails, straps, pallet)	$	260.00	Each
Fluorescent Tube Boxes:		*PRICE*	*UOM*
4' Boxes	$	125.00	Each
6'-8' Boxes	$	100.00	Each
Safety Materials:		*PRICE*	*UOM*
Coverall, Chemical/Acid Suit, 1-Piece	$	125.00	Each
Coverall, Disposal White Tyvek	$	20.00	Each
Coverall, Poly Coated Tyvek	$	25.00	Each
Coverall, Rain Gear	$	30.00	Each
Gloves, Nitrile Inner	$	1.50	Pair
Gloves, PVC 12"	$	12.00	Pair
Gloves, Leather	$	12.00	Pair
PPE Level D: Safety Glasses, Hard Hats, Gloves, Boots (Set)	$	45.00	Per Day
PPE Level C: Level D, Chemical-resistant clothing, Full or Half	$	350.00	Per Day
PPE Level B: Chemcial-resistant clothing (hooded chemical	$	1,850.00	Per Day
PPE Level A: Air-tight Protective Chemical Suit, SCBA with	$	4,250.00	Per Day
Safety Glasses	$	12.00	Each
Respirator, 3M Half-Face	$	77.00	Each
Respirator, 3M Full-Face	$	280.00	Each
Absorbents:		*PRICE*	*UOM*
Vermiculite, 6cu. FT/Bag	$	60.00	Bag
Oil Absorbent Pads, 100/Bale	$	73.00	Bale
Miscellaneous:		*PRICE*	*UOM*
Caution/Danger Tape	$	30.00	Roll
Cotton Rags, 25lb	$	75.00	Box
Sandbags	$	4.00	Each
Duct Tape	$	10.00	Roll
Coliwassa Tube	$	20.00	Each
Hand Pump	$	30.00	Each
Poly Rope, 3/8"x600'	$	90.00	Spool
Hudson Sprayer	$	45.00	Each
Straw Wattle	$	60.00	Each

NOTES:

- Payment Terms are Net 30 days upon receipt of invoice.
- Minimum call out is 4 hours per person.
- **Percentage Rate Escalation:** For years 2, and 3 a percentage rate escalation of 3% will be applied to City of South Gate Urban Orchard Park Operations & Maintenance Services contract for standard labor, equipment, and supplies.
- **Straight Time**: Monday through Friday first eight (8) hours worked, including chargeable 1/2-hour meal break.
- **Overtime**: Any time over eight (8) hours in a workday Monday through Friday, the first twelve (12) hours on a Saturday.
- **Premium Time:** After twelve (12) consecutive working hours Monday through Friday, all subsequent hours on Saturday and all hours on Sunday.
- **Holiday's Observed:** New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, and Christmas Day.
- Additional Prevailing Wage and Davis Bacon Wage Rates will be added to the hourly rates for all personnel and operated equipment.
- Rate categories apply to personnel working during specified time of day regardless of the number of hours for the Client on that particular day.
- Personnel time charges begin with equipment and personnel mobilization at the time of the call out.
- Time charges terminate at the conclusion of the operation, which includes transportation back to O.C. Vacuum, Inc., yard(s) and any necessary decontamination and/or repair of equipment.
- Personnel are charged in quarter-hour increments.
- Surcharges may apply to cover unanticipated cost resulting from circumstances beyond the control of O.C. Vacuum, Inc.
- Equipment prices do not include fuel, operator, or mobilization to job site. Minimum call out is 4 hours.
- All charges are portal to portal beginning with equipment mobilization from O.C. Vacuum Operations centers and includes all time at the site, whether or not equipment actively utilized.
- Time charges terminate at the conclusion of the operation, which includes demobilization back to operation center and completion of any decontamination, re-stocking and/or repair, and daily reports.
- Day rates equipment operated over 24 consecutive hours will be charged 2x the day rate.
- Equipment not on price list will be charged at cost plus fifteen percent (15%).
- Client agrees to pay O.C. Vacuum, Inc. in accordance with rates contained in this Price list, for any cleaning or repairs necessary to return equipment to the same condition as at the commencement of services.
- Only O.C. Vacuum, Inc. shall perform any cleaning and decontamination operations on all equipment owned, rented or subcontracted by O.C. Vacuum, Inc.
- O.C. Vacuum, Inc. will be responsible for the qualification of any subcontractor used to perform services on behalf of client.
- Client will be billed for services by O.C. Vacuum, Inc.'s subcontractors at cost plus fifteen (15%) handling charge.
- All O.C. Vacuum, Inc. owned equipment are subjected to a replacement charge at O.C. Vacuum, Inc. at cost plus fifteen percent (15%) if damaged, including labor charges to procure replacement equipment.

9) List of Subcontractors

No subcontractors will be needed for this RFP.

ATTACHMENT 2 – LIST OF SUBCONTRACTORS

NAME OF BIDDER O C Vacuum Inc

LIST OF SUBCONTRACTORS

In accordance with Division 2, Part I, Chapter 4 of the Public Contract Code, including Sections 4100-4113. 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 _____ _____
   Address _____ _____
   License No. _____ Email Address _____
   Classification _____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: _____

2. Name _____ _____
   Address _____ _____
   License No. _____ Email Address _____
   Classification _____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: _____

3. Name _____ _____

10) Contractor's qualification statement

ATTACHMENT 3 – CONTRACTOR'S QUALIFICATIONS STATEMENT

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 Retention Basin Sludge & Sediment Removal

Description AES Alamitos facility requested our services to remove the sludge & sediment in their retention basin.

Christopher Hassler	Environmental Coordinator	(562) 323-1242
Person to Contact	Job Title	Phone No.
Long Beach	$304,260.98	11.14.2024
City	Contract Amount	Date Completed

2. Project Name Retention Basin Sludge & Sediment Removal

Description AES Redondo Beach facility requested our services to remove the sludge & sediment in their retention basin.

Keith McGregor	Environmental Project Manager	(714) 655-4799
Person to Contact	Job Title	Phone No.
Redondo Beach	$194,188.37	11.09.2024
City	Contract Amount	Date Completed

3. Project Name Bolivar Park

Description Confined space entry & rescue for sediment & sludge removal.

Michael Santillan	Water Field Operations Manager	(562) 455-7171
Person to Contact	Job Title	Phone No.
Lakewood	$32,522.50	12.18.2023
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 Oscar J Carrasco Title Vice President

Dated this 8th day of October, 2025

11) Contractors' organization statement and performance history

ATTACHMENT 4 – CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

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 C Vacuum Inc
Name must correspond with the Contractor's License

X Corporation ____ Partnership ____ Individual ____ Joint Venture

If a corporation, under the laws of what State is it organized? CA

California Regional Office (s): 9635 Santa Fe Springs Rd, Santa Fe Springs, CA 90670

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? 32 From 1995 to 20 Present

(b) As a Subcontractor? ____ From ___ 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
City of Lakewood Operation & Maintenance Project	02.28.2019 to Current	City of Lakewood, (562) 455-7171, Michael Santillan
Los Angeles County Metropolitan Transportation Authority: Subcontractor to Arcadis Waste Disposal & Encampment clean up.	06.16.2022 to Current	Arcadis U.S., Inc. (562) 589-7579, Gabriel Da Silva
Metropolitan Water District of Southern California Waste Mangement	04.01.2018 to Current	Metropolitan Water District of Southern California (213) 217-5646, David LeDuff

B. 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.

C. Have you or your company been denied an award of an Owner contract not withstanding submission of the lowest responsive bid? YES ____ NO X___. 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.

D. Has your company been assessed liquidated damages by any Owner? YES ____ NO X___. 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.

E. 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 X___. 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.

F. 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 X___. 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 made any false claim or misrepresentation in the submittal of any claim pertaining to any construction contractor with an Owner? YES ____ NO X___. If so, state the circumstances, including the reason for submittal of false material.

H. 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 X___. 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.

I. 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 X___. 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.

NONE

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.

12) Knowledge of Local, State, and Federal regulations for handling and disposing of debris and contaminated water.

Our team maintains a comprehensive understanding of local, state, and federal regulations governing the proper handling, transportation, and disposal of debris, contaminated water, and other environmental waste streams. We operate in full compliance with the requirements of agencies such as the California Department of Toxic Substances Control (DTSC), U.S. Environmental Protection Agency (EPA), Regional Water Quality Control Board (RWQCB), and the Department of Transportation (DOT). Our work practices adhere to all applicable standards under RCRA, CERCLA, and local municipal codes to ensure that all operations are performed safely, lawfully, and with full environmental responsibility.

In support of this commitment, our company holds all necessary environmental, hazardous waste transporter, and industrial general permits required to perform our services within California. We have our licenses permits attached.

State of California

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

O C VACUUM INC

to engage in the business or act in the capacity of a contractor
in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR

Witness my hand and seal this day,

May 18, 1995

Issued May 17, 1995

Signature of Licensee

Signature of License Qualifier

Registrar of Contractors

706710

License Number

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

CSLB

State of California Department of Consumer Affairs

CSLB-24 (REV. 4-91) 91 82972

CALIFORNIA STATE TRANSPORTATION AGENCY

DEPARTMENT OF MOTOR VEHICLES
Registration Operations Division MS G875
P.O. BOX 932370 Sacramento, CA. 94232-3700
(916) 657-8153

11/24/2014

O C VACUUM, INC.
5900 CHERRY AVE
LONG BEACH, CA 90805

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

NON-EXPIRING MOTOR CARRIER PERMIT
Combined Carrier

DEPARTMENT OF MOTOR VEHICLES
Registration Operations Division
P.O. BOX 932370 Sacramento, CA. 94232-3700

O C VACUUM, INC.
5900 CHERRY AVE
LONG BEACH, CA 90805

Valid From:	12/01/2014	**Valid Through:**	**Non-Expiring**
CA#:	**0000519**		

The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification:

Private Corporation

Not Valid for Intrastate Only Operations

Pmt Date:	N/A	Office #:	154
Account #:	22627	Tech ID:	##
Sequence #:	#NNN	Amt Paid:	No Fee

!!!IMPORTANT REMINDERS!!!

1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

MC 2200 M (REV. 01/2011) *A Public Service Agency*

Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
1001 I Street
P.O. Box 806
Sacramento, California 95812-0806
https://dtsc.ca.gov/

Gavin Newsom
Governor

Hazardous Waste Transporter Registration Certificate
Hazardous Waste of Concern Transporter

Name and Address of Registered Transporter:

O.C. VACUUM INC
9635 SANTA FE SPRINGS ROAD
SANTA FE SPRINGS, CA 90670

Transporter Registration Number: 420

Effective Date: FEBRUARY 12, 2025
Expiration Date: FEBRUARY 28, 2026

This is to certify that the firm named above is duly registered to transport hazardous waste in the State of California in accordance with the provisions of Chapter 6.5, Division 20 of the Health and Safety Code and Title 22 of the California Code of Regulations, Division 4.5.

Talisha Jorrin — Authorized Signature

FEBRUARY 12, 2025 — Date

Name and Title of Authorized Representative: Talisha Jorrin Program Technician III

This registration certificate must be carried with each shipment of hazardous waste. For registration information, please call 1-800-618-6942 or email transporter@dtsc.ca.gov.

Printed on Recycled Paper

Alliance for Uniform Hazmat Transportation Procedures
Uniform Program Credentials

ALLIANCE FOR UNIFORM HAZMAT TRANSPORTATION PROCEDURES

OC VACUUM INC
DBA: N/A
PO BOX 91951
CITY OF INDUSTRY CA 91715

USDOT CENSUS #: 498967

MC #: 519

EPA TRANSPORTER ID #: CAR000251215

PHMSA #: 070224550210G

TELEPHONE NUMBER TO CALL IN CASE OF ACCIDENT OR EMERGENCY:
562-984-8178

UNIFORM PROGRAM #: UPM498967NV

CERTIFIED BY: D. WENZEL

REGISTRATION ISSUED: **01 JANUARY 2025**
REGISTRATION EXPIRATION: **31 DECEMBER 2025**

ISSUING AGENCY: NEVADA HIGHWAY PATROL
AGENCY TELEPHONE NUMBER: 775-684-4622

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2025-2028

Registrant: O C VACUUM INC
ATTN: Oscar J Carrasco
PO BOX 91951
CITY OF INDUSTRY, CA 91715

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 061225550274HJ Effective: July 1, 2025 Expires: June 30, 2028

HM Company ID: 57340

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and
(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

HAZARDOUS MATERIALS TRANSPORTATION LICENSE
CHP 360H (REV. 1/00) OPI 062

CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
276258	227287	9/17/2025	10/1/2025	9/30/2026

CHP CARRIER NUMBER	LOCATION		
CA 519	550	☐ Duplicate	☐ Replacement
		☐ Initial	☑ Renewal

LICENSEE NAME AND PHYSICAL STATION ADDRESS (if different than below)

O.C.VACUUM INC.
9635 SANTA FE SPRINGS ROAD
SANTA FE SPRINGS CA, US 90670

LICENSEE NAME AND MAILING ADDRESS

Attention: OSCAR CARRASCO
O.C.VACUUM INC.
PO BOX 91951
CITY OF INDUSTRY CA, US 91715-1951

PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 843-3400.

This carrier is on the special routing/safe stopping place mailing lists as indicated below:

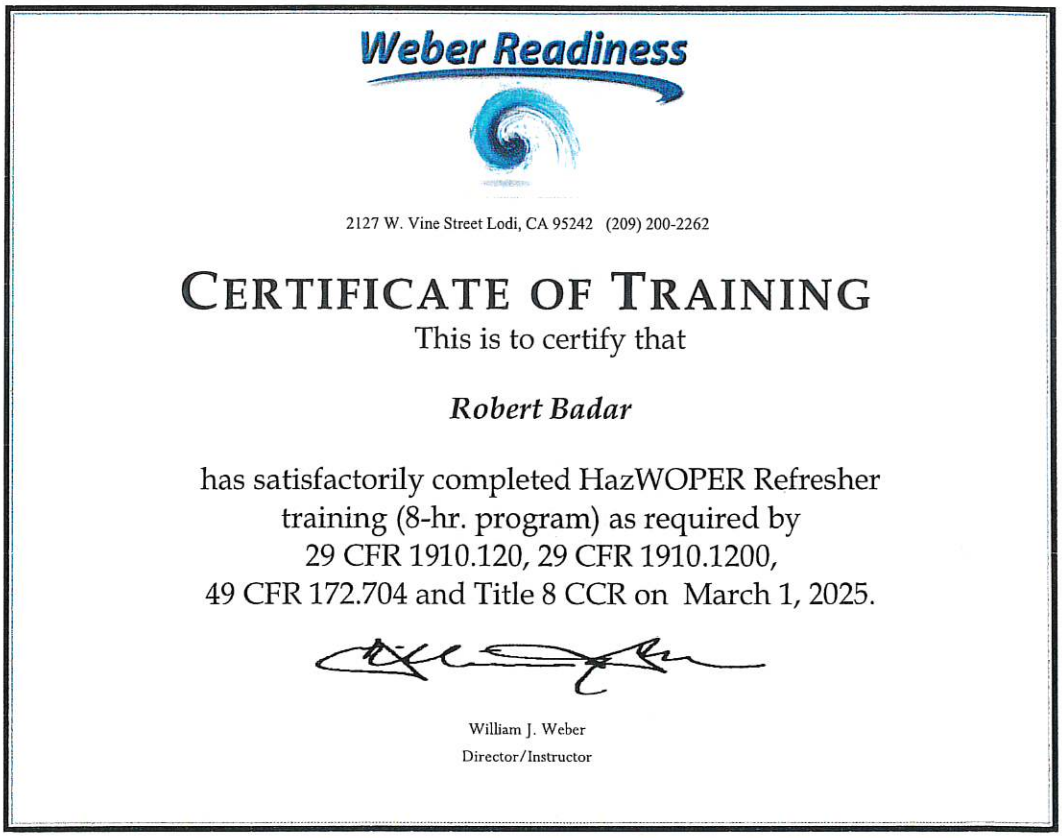
- ☐ **(HMX) Explosives subject to Division 14, California Vehicle Code (CVC).**
- ☐ **(HMPH) Poison Inhalation Hazard materials in bulk packages subject to Division 14.3, CVC.**
- ☐ **(HMRCQ) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.**

Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is $2,000.00. (CVC Section 23112.5)

13) Trained and Certified Staff

As noted earlier, our company is committed to maintaining a highly trained and capable workforce to meet the needs of the City of South Gate. We ensure all personnel are properly trained, competent in their duties, and fully aware of potential job hazards through verification and ongoing competency assessments.

We have listed our HAZWOPER and Confined Space Entry & Rescue Certificates.



Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Robert Badar

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Oscar J. Carrasco

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Rodolfo Monje

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Jesus Beltran

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Carlos Palma

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Antonio Ramos

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Jose Ramos

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Martin Barbosa

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Raul Palacio

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Benjamin Marguez

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Miguel Mata

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Diego Ramirez

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Anthony Garcia

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Phillip Gallegos

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor

Weber Readiness

2127 W. Vine Street Lodi, CA 95242 (209) 200-2262

CERTIFICATE OF TRAINING

This is to certify that

Felipe Torres

has satisfactorily completed HazWOPER Refresher training (8-hr. program) as required by 29 CFR 1910.120, 29 CFR 1910.1200, 49 CFR 172.704 and Title 8 CCR on March 1, 2025.

William J. Weber
Director/Instructor


Confined Space Rescue
Training completed in accordance with
CCR Title 8, Sec. 5157/5158
29 CFR 1910.146
☒ Authorized Entrants
☒ Rescue Duties
☒Rescue Equipment
☒Emergency Services
Training Provided by Trinity Safety Company 661-587-2389
CONFINED SPACE RESCUE
PRESENTED TO: Ben Marquez
HAS BEEN TRAINED ON APPLICABLE FED OSHA, CAL/OSHA TRAINING REQUIRMENTS FOR WORKING IN CONFINED SPACES AS AN ENTRANT, ATTENDANT, SUPERVISOR AND ROPE RIGGING MECHANICAL ADVANTAGE SYSTEMS FOR TECHNICAL RESCUE IN CONFINED SPACES
INSTRUCTOR: NICK MONTANA
This Card Expires:


Confined Space Rescue
Training completed in accordance with
CCR Title 8, Sec. 5157/5158
29 CFR 1910.146
☒ Authorized Entrants
☒ Rescue Duties
☒Rescue Equipment
☒Emergency Services
Training Provided by Trinity Safety Company 661-587-2389
CONFINED SPACE RESCUE
PRESENTED TO: Antonio Ramos
HAS BEEN TRAINED ON APPLICABLE FED OSHA, CAL/OSHA TRAINING REQUIRMENTS FOR WORKING IN CONFINED SPACES AS AN ENTRANT, ATTENDANT, SUPERVISOR AND ROPE RIGGING MECHANICAL ADVANTAGE SYSTEMS FOR TECHNICAL RESCUE IN CONFINED SPACES
INSTRUCTOR: NICK MONTANA
This Card Expires:


Confined Space Rescue
Training completed in accordance with
CCR Title 8, Sec. 5157/5158
29 CFR 1910.146
☒ Authorized Entrants
☒ Rescue Duties
☒Rescue Equipment
☒Emergency Services
Training Provided by Trinity Safety Company 661-587-2389
CONFINED SPACE RESCUE
PRESENTED TO: Oscar J. Carrasco
HAS BEEN TRAINED ON APPLICABLE FED OSHA, CAL/OSHA TRAINING REQUIRMENTS FOR WORKING IN CONFINED SPACES AS AN ENTRANT, ATTENDANT, SUPERVISOR AND ROPE RIGGING MECHANICAL ADVANTAGE SYSTEMS FOR TECHNICAL RESCUE IN CONFINED SPACES
INSTRUCTOR: NICK MONTANA
This Card Expires:



Confined Space Rescue
Training completed in accordance with
CCR Title 8, Sec. 5157/5158
29 CFR 1910.146
☒ Authorized Entrants
☒ Rescue Duties
☒Rescue Equipment
☒Emergency Services
Training Provided by Trinity Safety Company 661-587-2389

CONFINED SPACE RESCUE
PRESENTED TO: Robert Baclar
HAS BEEN TRAINED ON APPLICABLE FED OSHA, CAL/OSHA TRAINING REQUIRMENTS FOR WORKING IN CONFINED SPACES AS AN ENTRANT, ATTENDANT, SUPERVISOR AND ROPE RIGGING MECHANICAL ADVANTAGE SYSTEMS FOR TECHNICAL RESCUE IN CONFINED SPACES
INSTRUCTOR: NICK MONTANA
This Card Expires:



Confined Space Rescue
Training completed in accordance with
CCR Title 8, Sec. 5157/5158
29 CFR 1910.146
☒ Authorized Entrants
☒ Rescue Duties
☒Rescue Equipment
☒Emergency Services
Training Provided by Trinity Safety Company 661-587-2389

CONFINED SPACE RESCUE
PRESENTED TO: Anthony Garcia
HAS BEEN TRAINED ON APPLICABLE FED OSHA, CAL/OSHA TRAINING REQUIRMENTS FOR WORKING IN CONFINED SPACES AS AN ENTRANT, ATTENDANT, SUPERVISOR AND ROPE RIGGING MECHANICAL ADVANTAGE SYSTEMS FOR TECHNICAL RESCUE IN CONFINED SPACES
INSTRUCTOR: NICK MONTANA
This Card Expires:



Confined Space Rescue
Training completed in accordance with
CCR Title 8, Sec. 5157/5158
29 CFR 1910.146
☒ Authorized Entrants
☒ Rescue Duties
☒Rescue Equipment
☒Emergency Services
Training Provided by Trinity Safety Company 661-587-2389

CONFINED SPACE RESCUE
PRESENTED TO: Felipe Torres
HAS BEEN TRAINED ON APPLICABLE FED OSHA, CAL/OSHA TRAINING REQUIRMENTS FOR WORKING IN CONFINED SPACES AS AN ENTRANT, ATTENDANT, SUPERVISOR AND ROPE RIGGING MECHANICAL ADVANTAGE SYSTEMS FOR TECHNICAL RESCUE IN CONFINED SPACES
INSTRUCTOR: NICK MONTANA
This Card Expires:

Confined Space Rescue
Training completed in accordance with
CCR Title 8, Sec. 5157/5158
29 CFR 1910.146
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☒ Rescue Duties
☒Rescue Equipment
☒Emergency Services
Training Provided by Trinity Safety Company 661-587-2389

CONFINED SPACE RESCUE
PRESENTED TO: Diego Ramirez
HAS BEEN TRAINED ON APPLICABLE FED OSHA, CAL/OSHA TRAINING REQUIRMENTS FOR WORKING IN CONFINED SPACES AS AN ENTRANT, ATTENDANT, SUPERVISOR AND ROPE RIGGING MECHANICAL ADVANTAGE SYSTEMS FOR TECHNICAL RESCUE IN CONFINED SPACES
INSTRUCTOR: NICK MONTANA
This Card Expires:

Confined Space Rescue
Training completed in accordance with
CCR Title 8, Sec. 5157/5158
29 CFR 1910.146
☒ Authorized Entrants
☒ Rescue Duties
☒Rescue Equipment
☒Emergency Services
Training Provided by Trinity Safety Company 661-587-2389

CONFINED SPACE RESCUE
PRESENTED TO: Miguel Mata
HAS BEEN TRAINED ON APPLICABLE FED OSHA, CAL/OSHA TRAINING REQUIRMENTS FOR WORKING IN CONFINED SPACES AS AN ENTRANT, ATTENDANT, SUPERVISOR AND ROPE RIGGING MECHANICAL ADVANTAGE SYSTEMS FOR TECHNICAL RESCUE IN CONFINED SPACES
INSTRUCTOR: NICK MONTANA
This Card Expires:

Confined Space Rescue
Training completed in accordance with
CCR Title 8, Sec. 5157/5158
29 CFR 1910.146
☒ Authorized Entrants
☒ Rescue Duties
☒Rescue Equipment
☒Emergency Services
Training Provided by Trinity Safety Company 661-587-2389

CONFINED SPACE RESCUE
PRESENTED TO: Jesus Beltran
HAS BEEN TRAINED ON APPLICABLE FED OSHA, CAL/OSHA TRAINING REQUIRMENTS FOR WORKING IN CONFINED SPACES AS AN ENTRANT, ATTENDANT, SUPERVISOR AND ROPE RIGGING MECHANICAL ADVANTAGE SYSTEMS FOR TECHNICAL RESCUE IN CONFINED SPACES
INSTRUCTOR: NICK MONTANA
This Card Expires:

14) Qualified inspection personnel (NASSCO PACP/MACP certification)

At this time, this is non-applicable. However, we are committed in training our staff to receive this certification. Also, OC Vacuum does have the ability to provide thorough inspection reports with photos, videos, and recommendations.

15) Acknowledgement to Addendum #1

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: September 30, 2025

TO: Prospective Bidders

FROM: Lorenzo Camargo, Associate Engineer

SUBJECT: ADDENDUM #1: Urban Orchard Park Maintenance and Operation Services, SP-074.

This addendum consists of Three (3) pages.

Please note the following changes and/or additions to the Project Plans and Specifications for the above reference 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. **Replace pages 7, 8 and 13 in its entirety as attached**.

   Task 4 (Optional) – Wetland Maintenance was added.

END OF ADDENDUM #1

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #1 which shall be attached to the Bid.

Oscar J Carrasco — Vice President — 10.08.25

Signature and Title — **Date**

Office of the
South Gate City Clerk
NOV 06 2025
FILED
1:30pm

Item No. 7

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 11, 2025**
Originating Department: **City Manager**

Department Director: _____ ***City Manager:*** _____
Rob Houston *Rob Houston*

SUBJECT: ATTORNEY FEE AGREEMENTS WITH OUTSIDE COUNSEL

PURPOSE: To approve attorney retainer agreements with the law firms of Liebert Cassidy Whitmore; Aleshire & Wynder; Lewis Brisbois; Rothans, Carpenter & Dumont; and Frost Brown Todd to provide legal services to the City.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Attorney Retainer Agreement with the law firm of (1) Liebert Cassidy Whitmore; (2) Aleshire & Wynder; (3) Lewis Brisbois: (4) Rothans, Carpenter & Dumont; and Frost Brown Todd LLP to continue to provide legal services to the City related to consulting, representational and legal services and
b. Authorize the City Manager to execute such agreements in a form acceptable to the City Attorney.

FISCAL IMPACT: Estimated impact is dependent on usage, The exact amount of fees to be billed by the law firm is not known at this time, as it depends on the services rendered on an as-needed basis. Rates offered by each firm are dependent on the frequency of use. Some rates are contemplated to be attributed to special funds that would not impact the City's general fund.

ANALYSIS: The referenced firms are requesting approval of fee rate adjustments to their standard retainer agreements, as follows: Aleshire requests rates ranging from $258 for Associates and $297 for Partners and lower rates for law clerks, paralegals and document clerks. The firm correctly notes that its rates are below market rates. Liebert Cassidy seeks rates of $475 senior partners, Senior Counsel at $390, and associates at between $295-$370. The firm seeks other lower rates for staff as noted in its agreement. Lewis Brisbois seeks rates of $325 for partners, and $275 for associates, and lower rates for other staff. Carpenter Rothans seeks rates of $325 for partners, and $275 associates. Depending on each specific firm, these rates would become effective as of July 1, 2025, and be subject to adjustment as of July 1, 2025.

Frost Brown Todd requests a flat retainer of $22,500 per month for work performed by the City Attorney, including time spent attending City Council meetings, attending meetings, reviewing agenda bills and overseeing the work processed by the City Attorney. This is in line with prior expenditures for similar scopes of work and is intended to assist the City with financial planning. The firm seeks

rates of $360 for partners, $340 for associates, and $200 for paralegals for litigation and transaction work. These rates would not become effective until January 1, 2026.

The firm would anticipate seeking a 4% increase on January 1, 2027, and 2028. The deferral of any increase until January 1 is intended to delay increases in rates that would have occurred July 1, 2023. The increases for the Rothans Carpenter and Frost Brown Todd firms would be the subject of letter agreements to be executed by the City Manager.

ATTACHMENTS: Proposed Retainer Agreements

LEWIS BRISBOIS

Patrick J. Foley
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Patrick.Foley@lewisbrisbois.com
Direct: 213.580.7914

September 4, 2025

VIA EMAIL ONLY
City of South Gate
c/o Raul Salinas, Esq.
Frost Brown Todd
633 W. Fifth Street, Suite 900
Los Angeles, CA 90071

Re: Engagement Letter

Dear Mr. Salinas:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP ("LBBS" or "the Firm") and City of South Gate ("You"); 2) define the scope of the Firm's representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and You, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are LBBS and City of South Gate. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

No attorney client relationship will exist between LBBS and You until You have executed the Agreement, nor will LBBS be obligated to provide legal services, until You have returned a signed copy of this Agreement and paid the initial retainer called for under Paragraph 8.

3. SCOPE OF REPRESENTATION: SCHEDULE A

LBBS will perform only those legal services set forth in the Scope of Representation attached as Schedule A. You shall have no expectation that the Firm will provide legal services beyond those set forth in Schedule A, unless LBBS and You amend the Engagement Letter in writing or execute a separate agreement with respect to any such additional legal services. You are generally required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the matter which is the subject of the representation. Preservation of documents including ESI is Your responsibility, and it is important that You take all necessary and reasonable steps to preserve this information. The Firm is available to discuss the scope of Your obligations and to provide advice or recommendations in this regard. Nothing in this paragraph shall in any way limit Your obligation to pay for or the Firm's right to receive payment for any services provided by the Firm at Your request.

4. DUTIES OF CLIENT/YOU

You agree to provide LBBS with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time. In addition, You will advise us of any changes to Your address and telephone number.

5. LEGAL FEES

We will charge You for the services provided pursuant to the Agreement based on the amount of time (including travel) we devote to the matter at the hourly rates for the particular professionals involved as are set forth in Schedule B. We bill in minimum units of 6 minutes, or .1 hour.

We reserve the right, in our discretion, to an annual rate increase up to 10%. We will provide You with a 30 day notice of the increase which will then automatically apply to the next invoice following the notice period. In the event that we seek an annual rate increase greater than 10%, we will provide You with the 30 day notice and seek Your consent to the increase, not to be unreasonably withheld. We reserve the right to staff the handling of the matter with the partners, associates, paralegals and/or other personnel of our choice, at the rate we establish for each such timekeeper, although we will discuss the staffing of Your matter with You at any time, and will consider Your input in the staffing of the matter.

6. COSTS, EXPENSES AND OTHER CHARGES

a. COSTS AND EXPENSES; SCHEDULE B

We will incur on Your behalf various costs and expenses in performing legal services under the Agreement. You agree to pay for those costs and expenses, in addition to the hourly fees. Schedule B, attached, includes a non-exhaustive list of costs we may incur on Your behalf.

b. OUTSIDE CONSULTANTS/OTHER VENDORS

In addition to the costs of the type set forth in Schedule B, it may become necessary to hire persons or entities outside LBBS, including but not limited to consultants, experts, investigators, co-counsel, or other professionals. We will select any consultants or investigators to be hired after notice to and consultation with You, and You agree to honor the terms and conditions of any agreement that we enter into on Your behalf with any such outside person or entity.

c. REIMBURSEMENT OR DIRECT PAY

We reserve the right in our sole discretion to either pay directly any of the costs incurred such as those set forth in Schedule B, and/or for outside consultants or other vendors, or to ask You to pay any such expense directly. If we exercise our right to require You to pay an outside vendor invoice directly, and You fail to do so, You agree to defend and indemnify the Firm with respect to any claim, demands or suit brought against the Firm as a result of Your failure to pay such invoice. Payment directly by the Firm of any such expense shall not be construed as a waiver of our right to require You in the future to pay any similar expense directly.

7. PERIODIC STATEMENTS AND BILLING TERMS

Our practice is to send periodic statements for services rendered and for costs incurred during the previous month or months on our client's behalf. The detail in the periodic statement will inform You of both the nature and progress of work and of the fees and costs being incurred.

Our fee structure is based upon Your promise to pay all statements no later than 30 days after receipt.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and costs. Therefore, while we urge You to raise any question about or objection to a fee statement, You must do so promptly. Such inquiry shall be timely only if made, in writing, within thirty (30) days after the date of the invoice. In the absence of a timely written inquiry, You will be deemed to have accepted the invoice and to have acknowledged that You are satisfied with it, in the absence of good cause for not having objected more timely.

In the event You fail to pay any invoice within thirty (30) days of the statement date, You agree to pay interest at the maximum rate allowed by law on the amount of such invoice, from the statement date until paid in full. If we accept late payment of any invoice without interest, we shall not be deemed to have waived any claim in the future for interest on other invoices. If You timely

object in writing to a portion of a statement, You agree to pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming You have waived Your right to contest the unpaid portion of the bill.

Failure to pay the undisputed amount of any invoice in full within 30 days shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from representation, as more fully discussed in Paragraph 11 ahead.

8. RETAINER: SECURITY AND ADVANCE PAYMENT OF FINAL INVOICE

This Engagement Letter shall not be effective until You have signed it. A retainer fee has been waived in this matter. This retainer is not an estimate of the total charges which may be incurred. The retainer is: 1) a sum to be held as security for the Firm with respect to Your obligations to pay the fees and costs incurred by the Firm pursuant to the Engagement Letter; and 2) an advance payment to be applied to the Firm's final invoice in this matter. We expect that You will live up to the terms and conditions of the Engagement Letter in full, in which case the full amount of the remaining retainer will be applied against the final invoice and any excess returned to You. However, should You become delinquent on the payment of any statement, we may in our discretion apply the retainer to the payment of that statement. In that event, You shall immediately restore the retainer to its full amount upon our request. Failure to restore the retainer upon our request shall constitute grounds for termination of this Engagement Letter and withdrawal from representation, as more fully discussed in Paragraph 11 ahead.

We also reserve the right to require, and You agree to provide, increases to the retainer should the time and expense required to carry out the representation contemplated by this Engagement Letter increase beyond that reasonably anticipated at the beginning of the engagement.

The case which is the subject of this Engagement Letter may resolve in one of a variety of different ways, including dismissal, settlement, or trial. Trial preparation and the actual trial of a case are the most time consuming part of any litigation engagement. We are likely, therefore, to require an increased retainer before we begin trial preparation. We will determine the amount of the increase in the retainer prior to the trial, based upon an estimate of time and costs that may be involved for trial preparation and trial. Failure to provide the increased retainer upon our request shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from the representation as more fully discussed in Paragraph 11 ahead.

9. ATTORNEY LIEN

You hereby grant LBBS a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be in the amount of sums owing to LBBS at the conclusion of services performed plus any costs, attorney's fees, or interest to which LBBS may be entitled. The lien will attach to any recovery You may obtain, whether by arbitration award, judgment, order, settlement or otherwise arising out of or relating to all claims or causes of action

that are the subject of the representation under this Agreement. The effect of such a lien is that LBBS may be able to compel payment of fees and costs from any such funds recovered by You even if LBBS has been discharged before the end of the case. As noted in Paragraph 15, You have the right to seek the advice of separate counsel with respect to this Agreement. This right applies to all of the provisions of this Agreement, but is especially important with respect to this paragraph granting the Firm lien rights which may affect Your property rights.

10. TERMINATION OF THE FIRM BY YOU

You shall have the right to terminate this Engagement Letter and discharge the Firm at any time. However, to be effective, termination or discharge of the Firm must be in writing. In such event, You authorize the Firm to make and retain a duplicate of Your file.

You shall bear all reasonable costs of transferring the new matter to counsel chosen by You.

The attorney client relationship between the Firm and You shall end upon discharge of the Firm by You pursuant to this paragraph. However, such discharge shall not relieve You of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required in the Firm's sole discretion to protect Your interests prior to court order substituting new counsel or permitting withdrawal of the Firm from the litigation.

11. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be permitted to withdraw from representation whenever required or permitted to do so by law. In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of You, or if: 1) You persist in a course of action involving a lawyer's services that the lawyer reasonably believes to be criminal or fraudulent; 2) You have used the lawyer's services to perpetrate a crime or fraud; 3) You insist upon pursuing an objective that the lawyer considers repugnant or imprudent; 4) You fail substantially to fulfill an obligation to LBBS regarding the Firm's services (including, but not limited to, Your financial obligations under this Engagement Letter) after reasonable warning from the lawyer that the lawyer will withdraw unless the obligation is fulfilled; 5) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by You; or 6) where other good cause for withdrawal exists.

12. DOCUMENT STORAGE POLICY

On termination of a matter, the Firm will maintain file documents for 10 years, or any alternate period as determined by California. Upon termination of the matter, You have the right to take possession of the file. If You choose to take possession of the file, the firm may copy all or any part of the file. If You choose not to take possession of the file, the firm will retain the file pursuant to its document storage policy stated above.

13. CHOICE OF LAW/FORUM SELECTION

This Agreement is deemed to have been executed, and is intended to be performed in the State of California, subject to its laws, regardless of whether services are actually rendered outside of the State of California. Any dispute arising from this Agreement shall be governed by the laws of the State of California. The venue for the judicial resolution of such dispute shall be proper only within the State of California.

14. NO PROMISES OR GUARANTEES

You understand that LBBS has made no representation or guarantee concerning the outcome of the matter set forth in the attached Schedule A.

15. RIGHT TO SEPARATE COUNSEL

You acknowledge having had the opportunity to seek the advice of separate counsel with respect to this Agreement.

16. LEGAL MALPRACTICE INSURANCE

As of the date of this letter, Lewis Brisbois Bisgaard & Smith LLP has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

17. MODIFICATION IN WRITING ONLY

No change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by the Firm and You making express reference to this Agreement. This Engagement Letter embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and You.

18. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by the Firm or You shall be effective as original signatures.

Thank You for choosing Lewis Brisbois Bisgaard & Smith LLP as Your counsel with respect to the matter set forth in Schedule A.

We look forward to working with You and thank You once again for the opportunity to serve You, upon execution of this Engagement Letter.

Dated: _____

Accepted and agreed to:

By: _____

Name Raul Salinas, Esq.

Title: Attorney for City of South Gate

Address: 633 W. Fifth Street, Suite 900, Los Angeles, CA 90071

Phone: 323-563-9500

Fax: _____

E-mail rsalinas@fbtlaw.com; rsalinas@sogate.org

Very truly yours,

Patrick J. Foley of
LEWIS BRISBOIS BISGAARD & SMITH LLP

PJF:tgd
cc: Steve Rolon
Dina Zaragoza
Connie Calderon

SCHEDULE "A":

SCOPE OF REPRESENTATION

Represent Defendant City of South Gate in the "Estate of John Barkodar, M.D., et al. vs. City of South Gate, et al." matter.

***

SCHEDULE "B":

RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE

A. **Identification**

Client(s): City of South Gate

Matter: Pending

B. **Hourly rates for legal personnel**

$325 Partners

$275 Associates

$175 Paralegals

____ Law Clerks

C. **Standard charges**

We charge for our time in minimum units of .1 hours (6 minutes).

D. **Costs and expenses incurred on Your behalf may include but are not limited to:**

Process server fees	At cost
Filing fees or other fees fixed by law or assessed by public agencies	At cost
Meals	At cost
Parking	At cost
Travel expenses including e.g., lodging, air fare, taxis, public transportation, car rental, and meals	At cost
Facsimiles	$.25 per page
Deposition costs	At cost
Experts, consultants or investigators	At cost
Computer Research	At cost, plus facilities surcharge (approximately $5.00/minute)
Word processing support	$35.00 per hour
Mileage	At the Internal Revenue Service's business mileage reimbursement guidelines

Messenger and other delivery fees	At cost
Photocopying and other reproduction costs	In-house - $0.10 per page Outside service-At cost
After hours building services (when dictated by special client need)	At cost

Aleshire & Wynder

Colin J. Tanner | ctanner@awattorneys.com
p (949) 223-1170 | d (949) 250-5402 | awattorneys.com

May 29, 2025

CITY MANAGER'S OFFICE
JUN 04 2025
RECEIVED
JUN 11 2025
CITY OF SOUTH GATE
CITY ATTORNEY'S OFFICE

VIA E-MAIL AND U.S. MAIL

Rob Houston, City Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280
E-Mail: rhouston@sogate.org

Re: A&W Adjustment to Special Counsel Billing Rates for 7/1/2025

Dear Rob:

It has been a pleasure continuing to serve the City of South Gate's labor and personnel needs these past eight years. We believe you have been satisfied with the services provided to date. Under our attached Contract Services Agreement for Special Counsel Services (Contract No. 3330), we were due an annual June 1, 2025 cost of living rate increase.

Section 5.B. of the Contract Services Agreement provides:

> B. On the anniversary of this Agreement, A&W may increase its hourly rate for services based upon changes in the consumer price index for Urban Wage Earners and Clerical Workers in the Los Angeles-Riverside-Orange County, CA area by giving City written notice of the change, which should be effective 30 days following such notice.

In January 2018, the Bureau of Labor Statistics (BLS) introduced a new geographic area sample for the Consumer Price Index (CPI) which removed Riverside, California from the Los Angeles-Riverside-Orange County, CA geographic area sample. The new Core Based Statistical Area covering the City is Los Angeles-Long Beach-Anaheim, CA.

Due to unusually high CPI-U numbers in 2021-22 and the discussions held that year with the employee bargaining groups limiting their COLA requests, I agreed with Chris Jeffers in 2022 to limit our firm's CPI-U rate increase that year to 4% (rounded to the nearest dollar) instead of the contractually entitled 7.9% reflected by the CPI-U for the previous April to April 2021-22 measuring period. We never caught up in the actual legal marketplace on that decrease.

This year the CPI-U for the April to April 2024-25 measuring period is 3%. Accordingly, this letter serves to confirm that we are increasing our rates as detailed below to be effective July 1, 2025 per the terms of our contract.

	6/1/2017 Initial Rate	6/1/2018 4.20%	6/1/2019 3.30%	6/1/2020 1.30%	6/1/2021 4.7%	6/1/2022 4.7%	8/1/2023 3.8%	8/1/2024 3.9%	8/1/2025 3.0%
Partner	$225	$234	$242	$245	$257	$267	$277	$288	$297
Associate	$195	$203	$210	$213	$223	$232	$241	$250	$258
Law Clerk	$110	$115	$118	$120	$126	$131	$136	$141	$145
Paralegal	$110	$115	$118	$120	$126	$131	$136	$141	$145
Doc Clerk	$60	$63	$65	$65	$68	$71	$74	$77	$79

These rates remain well under market and under what LCW is charging for similar labor and employment services. Give the previous CPI increase limitation in 2021-22 and the under market rates, I propose to discuss with you during the summer that we bring a new amended and restated contract forward to further adjust rates and have the City Council adopt a new contract for transparency purpose. In the meantime, the above new rates will still take effect July 1, 2025.

If you have any questions or comments or believe any of the calculations above are incorrect, please feel free to contact me to discuss. Thank you!

Very truly yours,

ALESHIRE & WYNDER, LLP

Colin J. Tanner

Colin J. Tanner
Equity Partner

Enclosure

cc: Raul Salinas, City Attorney (via email only)

LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

Partners	$475.00
Senior Counsel	$390.00
Associates	$295.00 - $370.00
Labor Relations/Human Resources Consultant	$305.00
Classification & Compensation Consultant	$230.00
Paralegals	$165.00
E-Discovery Specialists	$185.00
Law Clerks	$180.00 - $200.00

Dina Zaragoza

From: Marc A. Zavala <mzavala@lcwlegal.com>
Sent: Wednesday, June 25, 2025 9:52 AM
To: Dina Zaragoza
Subject: New Rates
Attachments: City of South Gate - SO100 - EXE General Agreement - 2024.pdf; LCW Fee Schedule - P475.pdf

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments

Hi Dina,

Our firm increases hourly rates every July 1st as noted in our agreement. I am including our new rate schedule (effective 7/1/25) in case the City requires notification. Let me know if additional documentation is needed.

Thank you

Marc A. Zavala | Accounting & Contracts Specialist
LCW LIEBERT CASSIDY WHITMORE
6033 West Century Boulevard, 5th Floor
Los Angeles, CA 90045
tel: 310.981.2000 | dir: 310.981.2074
fax: 310.337.0837
mzavala@lcwlegal.com | Website

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This email message has been delivered safely and archived online by Mimecast.

Raul, FYI

Dina Zaragoza

talk w/ Rob or me next week

From: Marc A. Zavala <mzavala@lcwlegal.com>
Sent: Wednesday, June 25, 2025 9:52 AM
To: Dina Zaragoza
Subject: New Rates
Attachments: City of South Gate - SO100 - EXE General Agreement - 2024.pdf; LCW Fee Schedule - P475.pdf

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments

Hi Dina,

Our firm increases hourly rates every July 1st as noted in our agreement. I am including our new rate schedule (effective 7/1/25) in case the City requires notification. Let me know if additional documentation is needed.

Thank you

Marc A. Zavala | Accounting & Contracts Specialist
LCW LIEBERT CASSIDY WHITMORE
6033 West Century Boulevard, 5th Floor
Los Angeles, CA 90045
tel: 310.981.2000 | dir: 310.981.2074
fax: 310.337.0837
mzavala@lcwlegal.com | Website

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Item No. 8

Office of the South Gate City Clerk

OCT 28 2025

FILED

11:53AM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: ***November 11, 2025***

Originating Department: **City Manager's Office**

City Manager: *Rob Houston*

City Manager: *Rob Houston*

SUBJECT: APPOINTMENT TO THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

PURPOSE: To make an appointment to the Greater Los Angeles County Vector Control District Board of Trustees ("Board") as current Council Member Maria del Pilar Avalos' term will expire on January 5, 2026.

RECOMMENDED ACTION: The City Council will consider appointing a Council Member to the Greater Los Angeles County Vector Control District Board for a 2 or 4-year term of office commencing on January 5, 2026. The appointment requires a majority vote of the City Council.

FISCAL IMPACT: None

ANALYSIS: None

BACKGROUND: The Term of Office of the current Trustee, Maria del Pilar Avalos will expire on January 5, 2026; therefore, it is necessary for the City Council to either re-appoint Member Avalos or appoint another City Council Member to serve as the City's representative on the Board. Pursuant to Section 2024(a) of the State Health and Safety Code, the term of office must be for either two or four years and commences at noon on January 5, 2026. The Board of Trustees regularly meets on the second Thursday of every month.

The Vector Control Board does not accept or recognize the appointment of alternate representatives.

ATTACHMENT: Greater Los Angeles County Vector Control District Letter – dated 09/29/2025

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Attachment

12545 Florence Avenue, Santa Fe Springs, CA 90670
Office (562) 944-9656 Fax (562) 944-7976
Email: info@GLAmosquito.org Website: www.GLAmosquito.org

PRESIDENT
Ali Saleh, Bell
VICE PRESIDENT
Melissa Ramoso, Artesia
SECRETARY-TREASURER
Sonny R. Santa Ines, Bellflower

GENERAL MANAGER
Susanne Kluh

BELL GARDENS *Marco Barcena*
BURBANK *Dr. Jeff D. Wassem*
CARSON *Jim Dear*
CERRITOS *Mark W. Bollman*
COMMERCE *Kevin Lainez*
CUDAHY *Daisy Lomeli*
DIAMOND BAR *Ruth M. Low*
DOWNEY *Dorothy Pemberton*
GARDENA *Paulette C. Francis*
GLENDALE *Steve Ryfle*
HAWAIIAN GARDENS *Luis Roa*
HUNTINGTON PARK *Jonathan A. Sanabria*
LA CAÑADA FLINTRIDGE *Leonard Pieroni*
LA HABRA HEIGHTS *Catherine Houwen*
LAKEWOOD *Steve Croft*
LA MIRADA *Matthew Wight*
LONG BEACH *Emily Holman*
LOS ANGELES CITY *Steven Appleton*
LOS ANGELES COUNTY *Steven A. Goldsworthy*
LYNWOOD *Rita Soto*
MAYWOOD *Heber Marquez*
MONTEBELLO *Avik Cordeiro*
NORWALK *Margarita L. Rios*
PARAMOUNT *Isabel Aguayo*
PICO RIVERA *Gustavo V. Camacho*
SAN FERNANDO *Sonia Romero-Fuentes*
SAN MARINO *Howard Brody*
SANTA CLARITA *Heidi Heinrich*
SANTA FE SPRINGS *William K. Rounds*
SIGNAL HILL *Robert D. Copeland*
SOUTH EL MONTE *Hector Delgado*
SOUTH GATE *Maria del Pilar Avalos*
VERNON *Melissa Ybarra*
WHITTIER *Mary Ann Pacheco*

September 29, 2025

CITY MANAGER'S OFFICE

OCT 02 2025

Mr. Rob Houston
City Manager
8650 California Avenue
South Gate, CA 90280

Re: Appointment/Re-appointment of Representative to the Greater Los Angeles County Vector Control District Board of Trustees

Dear: Mr. Houston

This correspondence is to inform you that the term of office for Trustee Maria del Pilar Avalos as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District **will expire on January 5, 2026**. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Avalos or appointing a new trustee for a **2- or 4-year term** of office, commencing at noon on the first Monday of January (i.e., January 5, 2026). **Please note, according to the State Health and Safety Code, representatives must be appointed to serve a full 2 or a 4-year term commencing on January 5, 2026, and should not be appointed on a yearly basis. Furthermore, the District does not accept or recognize the appointment of alternate representatives.**

Please review all subsections of the SHSC 2022 (i.e., a-e) enclosed. Subsections **a** and **b** require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body. Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of Office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. **Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

Representatives are expected to attend the district's general board meetings held monthly on the 2nd Thursday of the month.
Pursuant to California Government Code Section 1770(g), the Trustee's seat will be considered abandoned if the person holding the office ceases to discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses.

Please make your appointment/reappointment prior to January 5, 2026, as stipulated in the SHSC.

Should you have any questions regarding this appointment, please contact Araceli Hernandez or Maria Weinbaum at 562-944-9656 ext. 504 or e-mail at ahernandez@GLAmosquito.org.

Sincerely,

S. Kluh

Susanne Kluh
General Manager

Enclosure: Sections 2022 & 2024 of the SHSC
cc: Ms. Maria del Pilar Avalos

Ms. Yodit Glaze, City Clerk

2022.

(a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.
(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.
(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.
(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.
(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.
(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)

2024.

(a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.
(b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.
(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)

Item No. 9

Office of the
South Gate City Clerk

NOV 05 2025

FILED

@ 11:37 am

WARRANT REGISTER FOR COUNCIL MEETING 11/11/2025

PART I

apChkLst
10/23/2025 9:00:46AM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112282	10/23/2025	0012107	CALIFORNIA STATE DISBUR:	Ben376513	10/23/2025	CA STATE DISB. UNIT: PAYMENT	1,128.74	1,128.74
	Voucher:							
112283	10/23/2025	00002138	FRANCHISE TAX BOARD	Ben376511	10/23/2025	GARNISHMENT - FRANCHISE TA	2,537.73	2,537.73
	Voucher:							
112284	10/23/2025	0014949	TEXAS CHILD SUPPORT SDI	Ben376515	10/23/2025	TX CHILD SUPPORT SDU: PAYMI	638.31	638.31
	Voucher:							

Sub total for BANK OF THE WEST: 4,304.78

3 checks in this report.

Grand Total All Checks: 4,304.78

WARRANT REGISTER FOR COUNCIL MEETING 11/11/2025 PART II

apChkLst
10/23/2025 1:20:28PM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112285	10/22/2025	00003529	AT&T	960-449-6558-10/2	10/1/2025	BILLING PRD- OCT 2025	222.31	222.31
	Voucher:							
112286	10/22/2025	0010237	FRONTIER COMMUNICATIOI	209-057-1084-100	10/1/2025	ACCT# 209-057-1084-051106-5 -C	99.17	99.17
	Voucher:							
112287	10/22/2025	00004934	GAS COMPANY	115 800 9600 3 10	10/14/2025	BILLING PRD- 09/11/25-10/10/25	5,083.14	
	Voucher:			013 900 7300 3 10	10/14/2025	BILLING PRD- 09/11/25-10/10/25	867.11	
				094 300 7500 3-1C	10/17/2025	BILLING PRD- 09/15/25-10/15/25	751.13	
				186 100 7200 3 10	10/14/2025	BILLING PRD- 09/11/25-10/10/25	499.97	
				134 700 9400 7 1C	10/13/2025	BILLING PRD- 09/10/25-10/09/25	73.41	
				132 600 9400 1 1C	10/13/2025	BILLING PRD- 09/10/25-10/09/25	64.66	
				049 200 7902 9 1C	10/16/2025	BILLING PRD- 09/12/25-10/13/25	61.13	
				102 000 8100 7 10	10/13/2025	BILLING PRD- 09/10/25-10/09/25	53.72	
				130 500 9400 5 10	10/13/2025	BILLING PRD- 09/10/25-10/09/25	31.82	
				045 400 7300 6 10	10/14/2025	BILLING PRD- 09/11/25-10/10/25	29.62	
				126 300 9600 1 1C	10/14/2025	BILLING PRD- 09/11/25-10/10/25	16.49	
				113 798 0353 6 10	10/14/2025	BILLING PRD- 09/11/25-10/10/25	14.30	7,546.50
112288	10/22/2025	00004869	GOLDEN STATE WATER COI	73744100006 - 10/	10/24/2025	BILLING PRD- 09/03/25 -10/02/25	861.22	
	Voucher:			53744100008 - 10/	10/6/2025	BILLING PRD- 09/03/25 -10/02/25	536.42	
				33744100000 - 09/	10/3/2025	BILLING PRD- 09/07/25 -10/02/25	388.26	
				63744100007 - 10/	10/24/2025	BILLING PRD- 09/03/25 -10/02/25	286.59	
				29007447310 10/2	10/27/2025	BILLING PRD- 09/04/25 -10/03/25	140.04	
				32809400008 - 10/	10/3/2025	BILLING PRD- 09/03/25 -10/02/25	71.76	2,284.29
112289	10/22/2025	00000379	VERIZON BUSINESS	62403615	10/10/2025	BILLING PRD- 09/01/25 -09/30/25	83.56	83.56
	Voucher:							
112290	10/22/2025	00000028	WATER REPLENISHMENT DI	08/31/25	8/31/2025	AUG 2025: GROUNDWATER PRO	342,175.26	342,175.26
	Voucher:							
112291	10/22/2025	0011968	WEX BANK	107907988	10/7/2025	OCT 2025 SHELL GAS FOR PD	1,217.28	1,217.28
	Voucher:							
112292	10/22/2025	0014203	WILLIAMS SCOTSMAN, INC.	9024164169	7/16/2025	7/16/25-8/12/25 REMAINDER OF \	3,706.88	3,706.88
	Voucher:							

Sub total for BANK OF THE WEST: 357,335.25

8 checks in this report.

Grand Total All Checks: 357,335.25

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
112293	10/29/2025	00000688	AARDVARK	S05110	10/20/2025	LEVEL III BALLISTIC SHIELDS (4	36,990.50	36,990.50
	Voucher:							
112294	10/29/2025	00003548	CDCE,INC	143894	8/7/2025	MDC-NISSAN FRONTIER PARKIN	7,608.93	7,608.93
	Voucher:							
112295	10/29/2025	0014985	GOLDEN COAST CONSTRUC	63-2	10/20/2025	THRU 09/29/2025 - 9923 SAN LUI	29,947.80	29,947.80
	Voucher:							
112296	10/29/2025	0013036	J.A. SALAZAR CONSTRUCTI	586-3	8/30/2025	8/30/2025 AMR REPLACEMENT P	239,454.04	239,454.04
	Voucher:							

Sub total for BANK OF THE WEST: 314,001.27

4 checks in this report.

Grand Total All Checks: 314,001.27

WARRANT REGISTER FOR COUNCIL MEETING 11/11/2025

PART IV

apChkLst
11/03/2025 7:31:26 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
112297	11/11/2025	00003971	ADMINSURE INC.	18324	10/15/2025	NOV 2025 WORKERS COMP CLAIM ADMIN SERVIC	10,083.00	10,083.00
	Voucher:							
112298	11/11/2025	0014017	AEC TECHNOLOGIES	28841	10/20/2025	2025-2026 - BLUE BEAM SUBSCRIPTION	3,040.00	3,040.00
	Voucher:							
112299	11/11/2025	0011293	AGRI-TURF DISTRIBUTING, LLC	109460	10/8/2025	PESTICIDES - FERTILIZERS & PEST CONTROL	117.57	
	Voucher:			109459	10/8/2025	PESTICIDES - FERTILIZERS & PEST CONTROL	721.22	838.79
112300	11/11/2025	00004372	AIRGAS USA, LLC	9165703716	10/9/2025	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	618.77	618.77
	Voucher:							
112301	11/11/2025	0011577	ALL PHASE ELECTRIC SUPPLY CO.	0946-1123562	9/30/2025	ELECTRICAL EQUIPMENT, MATERIALS, HARDWAR	332.25	332.25
	Voucher:							
112302	11/11/2025	00000706	ALTEC INDUSTRIES, INC.	51802906	8/28/2025	PARTS & LABOR. LIFT TRUCK & CRANE TRUCK	1,508.83	1,508.83
	Voucher:							
112303	11/11/2025	0012606	AMAZON CAPITAL SERVICES,INC.	1WTV-R7LF-YHTK	10/22/2025	OFFICE SUPPLIES	120.60	
	Voucher:			1LDD-36DQ-6RX9	10/9/2025	BLUETOOTH SPEAKER	193.73	
				1XPL-6LV9-1XHQ	9/18/2025	HALLOWEEN BANNER FLAGS	151.63	
				193N-TT7M-FJ3L	9/24/2025	AVERY LABELS	88.47	
				1QCQ-6G97-PJY4	8/12/2025	BLACK 2-PACK OF PLASTICADE	192.51	
				1X3N-DTDY-CXPP	10/16/2025	ALPINE SWISS MENS BRIEFCASE	110.74	
				1WWT-GJKG-DRWT	10/9/2025	SOCCER FUTSAL BALL	129.48	
				1VNF-LTLD-WNHY	10/10/2025	SILICONE POPSICLE MOLDS	113.42	
				1YYG-1KRT-9Q1R	10/9/2025	OFFICE EQUIPMENT	143.46	
				1D3Q-9YM3-MVNY	10/27/2025	WATERPROOF NAME TAGS	26.11	1,270.15
112304	11/11/2025	00003885	AMERON POLE PRODUCTS, LLC	128829	2/20/2025	SPARE CONCRETE STREETLIGHT POLE TO REPLE	26,853.14	26,853.14
	Voucher:							
112305	11/11/2025	0009798	ANIMAL FRIENDS PET HOTEL	724910624	8/13/2025	K-9 VETERINARY SERVICES	320.00	
	Voucher:			753497576	10/14/2025	K-9 VETERINARY SERVICES	997.50	1,317.50
112306	11/11/2025	0014587	APPLIED RESEARCH ASSOCIATES,, I	005582-02F	7/30/2025	PROFESSIONAL SERVICES FOR THE DEVELOPEME	26,429.48	26,429.48
	Voucher:							
112307	11/11/2025	00005075	AT&T	0024224024	10/13/2025	09/13/25 - 10/12/25 - BAN 9391034760	21.48	
	Voucher:			000024224020	10/13/2025	09/13/25 - 10/12/25 - BAN 9391034764	775.19	
				0024224021	10/13/2025	09/13/25 - 10/12/25 - BAN 9391034763	1,198.36	
				24224023	10/13/2025	09/13/25 - 10/12/25 - BAN 9391034762	1,206.99	
				0024224027	10/13/2025	09/13/25 - 10/12/25 - BAN 9391034761	31.41	
				24224022	10/13/2025	09/13/25 - 10/12/25 - BAN 9391034765	1,048.49	
				000024224025	10/13/2025	09/13/25-10/12/25 BAN 9391034766	149.10	4,431.02
112308	11/11/2025	00000201	ATLANTIC LOCK & KEY	000763	10/21/2025	SPECIALIZED KEYS FOR THE DEPARTMENT	654.82	654.82
	Voucher:							
112309	11/11/2025	0013072	AWP SAFETY	40019044	10/6/2025	REGULATORY/WARNING/GUIDE SIGNS AND HARDW	123.75	123.75
	Voucher:							
112310	11/11/2025	0010615	BEARCOM	5954101	10/1/2025	OCT 2025 BEARCOM ANNUAL MAINTENANCE AGRE	1,655.79	1,655.79
	Voucher:							
112311	11/11/2025	0011929	BENNETT-BOWEN & LIGHTHOUSE IN	3038393	10/22/2025	INVENTORY PO/ LOCKS	1,899.68	1,899.68
	Voucher:							
112312	11/11/2025	0013985	BOA ARCHITECTURE	25-3140-3	9/22/2025	THRU 09/22/25 -SG PARK AUDITORIUM ROOF R	4,080.00	
	Voucher:			25-3140-2	7/24/2025	THRU 07/24/25 - SG PARK AUDITORIUM ROOF	16,320.00	20,400.00
112313	11/11/2025	0005554	CALIFORNIA BLDNG STANDARDS CC	JULY - SEP 2025	10/20/2025	JULY 1ST - SEP 30TH , 2025 - BLDG STAND	473.40	473.40
	Voucher:							
112314	11/11/2025	0011298	CALIFORNIA COMMERCIAL POOLS, I	25046-1	10/20/2025	URGENT POOL REPAIRS LINE REPAIR TARGET	63,225.00	63,225.00

	Voucher:							
112315	11/11/2025	0014094	CALIFORNIA STATE UNIVERSITY, SA	1105695	10/25/2025	JULY 22-23, 2025 - OTS TRAFFIC SAFETY LA	1,280.00	1,280.00
	Voucher:							
112316	11/11/2025	0012980	CHARTER COMMUNICATIONS	188426501100125	10/1/2025	OCT 2025 SCADA INTERNET	161.26	
	Voucher:			18842660191425	9/14/2025	SUBLEASE 2 ACCT #188426601	17.21	
				187588601092125	9/21/2025	THRU 09/27/25 - 10/26/25 - ACC#187588601	439.69	618.16
112317	11/11/2025	0013707	CITY OF BELL	2025-16	6/30/2025	OCT.2024 - JUNE 2025 - APRIL-JUNE 2025 -	23,117.25	23,117.25
	Voucher:							
112318	11/11/2025	00005073	CITY OF DOWNEY	237996	7/10/2025	FY 25/26 SEAACA 1ST INSTALLMENT ANIMAL C	559,853.50	
	Voucher:			238130	9/29/2025	FY 25/26 SEAACA 2ND INSTALLMENT ANIMAL C	559,853.50	1,119,707.00
112319	11/11/2025	0014706	CITY OF GLENDALE	3534	7/1/2025	JULY 2025-JUNE 2026 ICI RADIO ANNUAL FEE	60,900.00	60,900.00
	Voucher:							
112320	11/11/2025	00005270	CITY OF WHITTIER	25MAV006	10/16/2025	ANNUAL MUTUAL AID VEHICLE MAINTENANCE	500.00	500.00
	Voucher:							
112321	11/11/2025	0009306	CIVICPLUS, LLC	344637	10/25/2025	CIVIC REC ANNUAL MAINTENANCE AND SUPPORT	32,909.63	32,909.63
	Voucher:							
112322	11/11/2025	0014162	COMMLINE, INC.	0510789-IN	7/1/2025	EMERGENCY EQUIP- JEEP GRAND CHEROKEE	9,257.87	9,257.87
	Voucher:							
112323	11/11/2025	0011922	CONCENTRA MEDICAL CENTERS	88521036	10/15/2025	10/09-10/14- 2025 - LAX CITY OF INDUSTRY	1,287.00	
	Voucher:			88427307	10/8/2025	10/01-10/04, 2025 - LAX CITY OF INDUSTRY	350.00	1,637.00
112324	11/11/2025	0014673	CORE & MAIN LP	X839430	10/7/2025	INVENTORY PO/ WATER PARTS	1,296.27	1,296.27
	Voucher:							
112325	11/11/2025	00005110	COUNTY OF L.A. DEPT OF PW	RE-PW 25081200753	8/12/2025	THRU JUNE 2025 - TRAFFIC SIGNAL & STREET	2,109.03	
	Voucher:			RE-PW-2508 1200472	8/12/2025	JUNE 2025 TRAFFIC SIGNAL EMERGENCY SERVI	10,172.83	12,281.86
112326	11/11/2025	0013994	CRASH DATA GROUP INC	14558	10/6/2025	BOSCH CDR CABLE UPDATE	4,762.26	
	Voucher:			14559	10/6/2025	BOSCH CDR SOFTWARE LICENSE	1,500.00	6,262.26
112327	11/11/2025	00001423	DAILY JOURNAL CORPORATION	B3974341	10/9/2025	PROOF OF PUBLICATION-SGPD HEATING VENTIL	625.00	
	Voucher:			B3975296	10/9/2025	PROOF OF PUBLICATION CONDITIONAL USE PER	335.00	960.00
112328	11/11/2025	00002588	DELL MARKETING LP	10831030712	8/15/2025	POWEREDGE R360 RACK SERVER - NETMOTION C	6,053.93	6,053.93
	Voucher:							
112329	11/11/2025	00000696	DEPT OF CONSERVATION DIVISION	JULY- SEP 2025	10/20/2025	JULY - SEP, 2025 - STRONG MOTION INSTRU	1,461.84	1,461.84
	Voucher:							
112330	11/11/2025	00001565	DEPT OF JUSTICE-(DOJ) CENTRAL	850887	10/6/2025	SEPT. 2025 - FINGERPRINT APPS- VOLUNTEE	256.00	256.00
	Voucher:							
112331	11/11/2025	0007803	DON KELLER COLLISION CENTER	833	10/14/2025	BODY SHOP & REPAIR VECHICLES	1,950.00	1,950.00
	Voucher:							
112332	11/11/2025	00000175	DOOLEY ENTERPRISES, INC.	70713	9/19/2025	AMMUNITIONS	5,807.73	5,807.73
	Voucher:							
112333	11/11/2025	00001788	ECONOLITE SYSTEMS, INC.	46135	9/22/2025	JULY 25- JUNE 26 TRAFFIC MANAGEMENT SYST	15,692.00	15,692.00
	Voucher:							
112334	11/11/2025	00004129	EMERGENCY RESPONSE CRIME	T2025-485	9/29/2025	CLEANING OF JAIL CELL ON 9/29/25 AT	850.00	850.00
	Voucher:							
112335	11/11/2025	0015223	EMP: PELAYO, RODRIGO	2025 AP CACONFERE	10/21/2025	09/27/25 - 10/01/25 TRAVEL EXPENSES APA	559.34	559.34
	Voucher:							
112336	11/11/2025	0010017	ENTERPRISE FM TRUST	586300-100325	10/3/2025	25-26 RENEWAL: ENTERPRISE LEASE-ADMIN (R	1,209.33	
	Voucher:			513145-100325	10/3/2025	25-26 RENEWAL: ENTERPRISE LEASE- DB (REF	2,504.60	3,713.93
112337	11/11/2025	0013810	EXECUTIVE MANAGEMENT, SECURI	25-596	10/12/2025	9-21-25-10-4-25 SECURITY SERVICES FOR C	7,507.50	7,507.50
	Voucher:							
112338	11/11/2025	0014481	EYEMED	1000840263	10/28/2025	SAFETY GLASSES FOR FY 25/26- H. BAEZ	360.94	360.94
	Voucher:							
112339	11/11/2025	00000619	FALCON FUELS, INC.	88647	10/6/2025	REGULAR UNLD	4,686.44	4,686.44
	Voucher:							
112340	11/11/2025	0013187	FAST 5 SOUTH GATE 9, LLC	00699	9/30/2025	SEP 2025 CAR WASH FOR POLICE DEPT.	648.00	648.00
	Voucher:							
112341	11/11/2025	0013912	FAST DEER BUS CHARTER, INC.	14299	10/16/2025	BUS RENTALS FOR DEPARTMENT EXCURSIONS	2,760.00	
	Voucher:			14367	9/20/2025	BUS RENTALS FOR DEPARTMENT EXCURSIONS	5,520.00	

			14464	10/3/2025	BUS RENTALS FOR DEPARTMENT EXCURSIONS	2,070.00	
			14562	10/27/2025	BUS RENTALS FOR DEPARTMENT EXCURSIONS	2,760.00	13,110.00
112342	11/11/2025 0008331 Voucher:	FORENSIC NURSE RESPONSE TEAM	09-21-25	10/1/2025	SART EXAMS SEXUAL ASSAULT EXAMS	1,942.92	1,942.92
112343	11/11/2025 0010237 Voucher:	FRONTIER COMMUNICATIONS	562-197-090525	9/5/2025	09/05/25-10/04/25 ACC# 562-197-080525- C	564.15	564.15
112344	11/11/2025 0005303 Voucher:	FULLER ENGINEERING INC	153999	9/4/2025	CHEMICALS SUPPLIES FOR POOL	1,256.35	1,256.35
112345	11/11/2025 00003955 Voucher:	GALLS, LLC, (FEIN 20-3545989)	032340823	8/25/2025	TACTICAL TELESCOPING LADDER	1,704.44	1,704.44
112346	11/11/2025 0010016 Voucher:	GLOBAL PARATRANSIT INC.	112526-03	10/9/2025	SEP 2025 TRANSIT SERVICES FOR FIXED ROUT	52,385.89	52,385.89
112347	11/11/2025 0014956 Voucher:	GO2ZERO STRATEGIES, LLC	20251007-95	9/30/2025	SOLID WASTE MANAGEMENT CONSULTING SERVIC	8,026.25	8,026.25
112348	11/11/2025 00002890 Voucher:	GRAINGER	9604994245	8/12/2025	SPECIALTY HARDWARE	49.84	
			9600302583	8/7/2025	SPECIALTY HARDWARE	174.37	
			9606215268	8/13/2025	SPECIALTY HARDWARE	49.84	
			9484246815	4/23/2025	SPECIALTY HARDWARE	111.95	386.00
112349	11/11/2025 0013098 Voucher:	GREEN'S DRY CLEANING & LAUNDR	539242	9/30/2025	SEPT 2025 JAIL CLEANING OF GARMENTS AND	1,176.60	1,176.60
112350	11/11/2025 0013070 Voucher:	GRIFFIN STRUCTURES, INC.	GSI-SGUO-51	8/31/2025	AUG 2025 AMENDMENT NO. 2 FOR CM AND INSP	6,310.46	6,310.46
112351	11/11/2025 0014592 Voucher:	HALOGEN SYSTEMS, INC.	INV-3209	10/7/2025	ANNUAL MAINT KIT - WELL 27	594.17	594.17
112352	11/11/2025 0011526 Voucher:	HASA, INC.	1078678	10/9/2025	WATER TREATMENT CHEMICALS	1,304.89	
			1078694	10/9/2025	WATER TREATMENT CHEMICALS	1,616.29	
			1078696	10/9/2025	WATER TREATMENT CHEMICALS	1,082.47	
			1078693	10/9/2025	WATER TREATMENT CHEMICALS	696.93	
			1078695	10/9/2025	WATER TREATMENT CHEMICALS	1,586.13	6,286.71
112353	11/11/2025 00000268 Voucher:	HOME DEPOT CREDIT SERVICES	7031649	10/21/2025	STREET SUPPLIES	58.66	
			6350177	9/2/2025	GENERAL MAINTENANCE - MISC SUPPLIES	82.76	
			3371360	9/25/2025	GENERAL MAINTENANCE - MISC SUPPLIES	138.71	
			4363092	9/24/2025	GENERAL MAINTENANCE - MISC SUPPLIES	7.27	
			2371567	10/16/2025	STREET SUPPLIES	646.23	
			7371616	10/21/2025	STREET SUPPLIES	386.02	
			6363073	9/22/2025	GENERAL MAINTENANCE - MISC SUPPLIES	123.14	
			8371503-2025	10/10/2025	STREET SUPPLIES	64.53	
			9350459	10/9/2025	STREET SUPPLIES	563.43	2,070.75
112354	11/11/2025 0014797 Voucher:	HUBBELL LENOIR CITY	445801607	10/9/2025	RESTOCK METER BOXES, LIDS & TEST STATION	20,783.82	20,783.82
112355	11/11/2025 0013562 Voucher:	INTER-GRAPHICS COMPANY	INV-0000499	10/9/2025	2025 FALL QUARTERLY PRINTING OF THE CONN	17,750.32	17,750.32
112356	11/11/2025 0009928 Voucher:	INVESTIGATIVE POLYGRAPH, SERVI	470	9/25/2025	COMPLETED BACKGROUND (KAREN GONZALEZ)	1,435.00	
			471	9/25/2025	COMPLETED BACKGROUND (LILIANA VALADEZ)	1,435.00	2,870.00
112357	11/11/2025 00000209 Voucher:	JHM SUPPLY , INC.	D95170/1	10/13/2025	SMALL TOOLS	953.64	953.64
112358	11/11/2025 0005586 Voucher:	JOE A. GONSALVES & SONS	162887	10/24/2025	NOV 2025 LEGISLATIVE ADVOCACY AT THE STA	2,500.00	2,500.00
112359	11/11/2025 0012763 Voucher:	KIMLEY-HORN AND ASSOCIATES, IN	33446245	9/30/2025	09/30/2025 - PROFESSIONAL SERVICES - ENV	19,291.20	19,291.20
112360	11/11/2025 0007294 Voucher:	KOA CORPORATION	000023346-5	6/9/2025	APRIL 2025 9923 SAN LUIS AVENUE PARKING	855.63	855.63
112361	11/11/2025 0008150 Voucher:	L.N. CURTIS & SONS	INV996993	10/6/2025	UNIFORM AND ACCESSORIES	271.91	
			INV997805	10/8/2025	UNIFORM AND ACCESSORIES	265.80	537.71
112362	11/11/2025 0006905 Voucher:	LA COUNTY SHERIFF'S DEPARTMEN	260400BL	9/17/2025	AUG 2025 INMATE MEALS SERVICE	840.00	
			260713BL	10/17/2025	FOOD FOR THE JAIL	586.40	1,426.40

112363	11/11/2025	0010392	LANDSCAPE STRUCTURES INC.	SO-01024192	10/22/2025	REPLACEMENT OF PARTS AND EQUIP @ SOUTH	3,209.90	
	Voucher:			SO-01024193	10/22/2025	REPLACEMENT OF PARTS AND EQUIP @ HOLLYDA	4,407.32	
				SO-01024191	10/22/2025	REPLACEMENT OF EQUIPMENT @ SOUTH GATE PA	4,054.19	11,671.41
112364	11/11/2025	00004292	LEVERAGE INFORMATION SYSTEMS	2430866	4/4/2025	RENEWAL OF LEVERAGE SUPPORT CONTRACT	1,490.85	1,490.85
	Voucher:							
112365	11/11/2025	00004005	LEXIS NEXIS RISK SOLUTIONS	1100201773	9/30/2025	9/1/25-9/30/25 AVCC SUBSCRIPTION FEE	1,450.00	
	Voucher:			1030002811	9/30/2025	9/1/25-9/30/25 DORS MONTHLY SUBSCRIPTION	1,440.00	
				1030002321	7/31/2025	7/1/25-7/31/25 DORS MONTHLY SUBSCRIPTION	1,440.00	4,330.00
112366	11/11/2025	00004384	LIEN ON ME, INC.	10335212	9/24/2025	MED INVOICE REVIEW FROM ST FRANCIS FOR C	797.58	797.58
	Voucher:							
112367	11/11/2025	0013343	LITTLEJOHN COMMUNICATIONS, INC	10012025	10/1/2025	SEPT 2025 SERVICES FOR INMATE PHONE	100.00	100.00
	Voucher:							
112368	11/11/2025	0014704	LOGHMANI & ASSOCIATES DESIGN,	13	10/1/2025	9-14-25-10-9-25 CONSTRUCTION SERVICES FO	305,789.16	305,789.16
	Voucher:							
112369	11/11/2025	0008037	MARIPOSA LANDSCAPES INC.	115974	9/30/2025	SEP 2025 ANNUAL LANDSCAPE MAINTENACE YR	44,423.26	
	Voucher:			115367	8/20/2025	MEDIAN CONTROLLER REPLACEMENTS	1,015.00	
				116387	9/30/2025	AUG 2025 ANNUAL LANDSCAPE MAINTENACE YR	3,554.00	
				116389	9/30/2025	SEPT 2025 ANNUAL LANDSCAPE MAINTENACE YR	445.00	
				116388	9/30/2025	ANNUAL LANDSCAPE MAINTENACE YR 1 OF 3 24	3,310.00	
				115575	8/31/2025	AUG 2025 ANNUAL LANDSCAPE MAINTENACE YR	44,423.26	
				115101	7/31/2025	JULY 2025 ANNUAL LANDSCAPE MAINTENACE YR	33,264.26	
				115377	8/21/2025	MEDIAN CONTROLLER REPLACEMENTS	2,890.00	133,324.78
112370	11/11/2025	0011575	MERCHANTS BUILDING	916552	9/30/2025	09/23/2025 - ANNUAL CUSTODIAL & MNTC SER	600.00	600.00
	Voucher:							
112371	11/11/2025	0014517	MIDNIGHT PLUMBING LLC	3627	7/8/2025	9475 W FRONTAGE ROAD	650.00	650.00
	Voucher:							
112372	11/11/2025	0014202	MILLER MENDEL, INC	11639	9/30/2025	JUL-AUG 2025 ESOPH DATA STORAGE	1.44	1.44
	Voucher:							
112373	11/11/2025	00000447	MISC - BLDG PERMITS	250000233 - TINAJER(	10/15/2025	REFUND ISSUED FOR PERMIT #02450000233	3,255.29	3,255.29
	Voucher:							
112374	11/11/2025	00000447	MISC - BLDG PERMITS	0250001880- TOWER	10/20/2025	REFUND PERMIT CANCELLED PER CONTRACTOR	302.45	302.45
	Voucher:							
112375	11/11/2025	00000170	MISC - PKS & REC REFUND	86978649 - JAIME	10/7/2025	REFUND OF DEPOSIT (AFTER EVENT)	319.00	319.00
	Voucher:							
112376	11/11/2025	00000170	MISC - PKS & REC REFUND	95850029 - TREJO	10/7/2025	REFUND OF DEPOSIT (AFTER EVENT)	319.00	319.00
	Voucher:							
112377	11/11/2025	00000170	MISC - PKS & REC REFUND	93621572 - MERAZ	10/6/2025	REFUND OF DEPOSIT (AFTER EVENT)	319.00	319.00
	Voucher:							
112378	11/11/2025	00000170	MISC - PKS & REC REFUND	83490325 - MEMBREN	10/6/2025	PARTIAL REFUND OF DEPOSIT (SEE ATTACHED	199.00	199.00
	Voucher:							
112379	11/11/2025	00000170	MISC - PKS & REC REFUND	86520198 - AYALA	10/20/2025	REFUND OF DEPOSIT DUE TO CANCELLATION	72.00	72.00
	Voucher:							
112380	11/11/2025	0011448	MNS ENGINEERS, INC.	91540	10/13/2025	SEP 2025 DESIGN SERVICES FOR DEMOLITION	8,557.50	8,557.50
	Voucher:							
112381	11/11/2025	0008551	MULTIQUIP INC.	94376387	10/1/2025	NEW MULTIQUIP TRASH PUMP FOR PW SEWER DI	35,325.39	35,325.39
	Voucher:							
112382	11/11/2025	00004969	NATIONAL READY MIXED CONCRETE	956336	10/10/2025	CONCRETE, SAND AND AGGREGATE MATERIALS	636.07	636.07
	Voucher:							
112383	11/11/2025	0009990	NATURE'S SELECT PET FOOD	235508	9/4/2025	DOG FOOD SUPPLIER	126.12	126.12
	Voucher:							
112384	11/11/2025	0010683	NEW CHEF FASHION, INC.	1107925	10/15/2025	UNIFORM POLO SHIRTS	110.73	110.73
	Voucher:							
112385	11/11/2025	00004651	NIXON EGLI EQUIPMENT CO. INC.	E01822	10/13/2025	BOOMTRUCK FOR ELECTRICAL DIVISION REPLAC	365,068.59	365,068.59
	Voucher:							
112386	11/11/2025	0011139	NORM REEVES FORD SUPERSTORE	154513	10/8/2025	DIAGNOSIS AND REPAIRS ON PW ELECTRICAL D	11,427.73	11,427.73
	Voucher:							

112387	11/11/2025	0010281	NV5, INC.	469037	9/3/2025	THRU 08/31/2025- LOAD MONITORING TEST FO	10,100.00	10,100.00
	Voucher:							
112388	11/11/2025	0015169	O C VACCUM INCORPORATED	35486	9/30/2025	THRU 09/25/25 - CLEANING OF THE BANDINI	1,950.00	1,950.00
	Voucher:							
112389	11/11/2025	0014075	ONEIT INC	60822-AA	8/10/2025	DATTO BACK UP YEAR 3 OF 3	21,312.00	21,312.00
	Voucher:							
112390	11/11/2025	0007984	O'REILLY AUTO PARTS	3063-241227	10/20/2025	AUTO PARTS	71.68	
	Voucher:			3063-240822	10/17/2025	AUTO PARTS	491.72	
				3063-240674	10/16/2025	AUTO PARTS	137.12	700.52
112391	11/11/2025	0014291	OSCAR'S ELECTRIC, INC.	8588	10/2/2025	THRU 10/02/25 - INSTALL LEVEL 3 EV CHARG	28,845.00	28,845.00
	Voucher:							
112392	11/11/2025	0012867	PACIFIC OFFICE AUTOMATION	417789	7/2/2025	STAPLES CARTRIGE FOR OFFICE COPIER	151.39	151.39
	Voucher:							
112393	11/11/2025	00002769	PARIS LASER PRINTER REPAIR	30498	9/30/2025	PRINTER REPAIR	100.00	100.00
	Voucher:							
112394	11/11/2025	0009511	PD:PRADO FAMILY SHOOTING RANG	7637	10/26/2025	OCT 22 2025 RANGE RENTAL FOR SWAT FIREAR	350.00	
	Voucher:			7571	9/7/2025	SEPT 4, 2025 - QUALIFICATION / FIREARMS	350.00	
				7575	9/14/2025	SEPT 12 , 2025 - QUALIFICATION / FIREARM	450.00	1,150.00
112395	11/11/2025	00004271	PK: BETANCOURT, CRYSTAL	CBFALL1025	10/23/2025	FALL 2025 YOUTH HIP HOP AND TUMBLING CLA	7,887.88	7,887.88
	Voucher:							
112396	11/11/2025	00001643	PK: DIAZ, VANESSA	VDFALL1025	10/17/2025	FALL 2025 BABY MEXICAN FOLK & BABY BALLE	1,256.86	1,256.86
	Voucher:							
112397	11/11/2025	00003708	PK: LASTRA, MARY	MLFALL1025	10/17/2025	FALL 2025 MEXICAN FOLK DANCE	3,207.16	3,207.16
	Voucher:							
112398	11/11/2025	0013766	PK: LOPEZ, ASHLEY	ALFALL1025	10/17/2025	FALL 2025 YOUTH CHEER CLASSES	1,343.54	1,343.54
	Voucher:							
112399	11/11/2025	0010391	PK: LOPEZ, JORGE L.	96620632	10/13/2025	FALL 2025 ORGANIZING AND RUNNING THE ADU	840.00	840.00
	Voucher:							
112400	11/11/2025	0009212	PK: RAMOS, GUNTHER H. ALCERRO	GRFALL1025	10/17/2025	DOG OBEDIENCE	650.10	650.10
	Voucher:							
112401	11/11/2025	00003720	PK: RODRIGUEZ, BEATRIZE J	96360983	9/29/2025	9/3/25-9/29/25 OVER EASY	76.00	76.00
	Voucher:							
112402	11/11/2025	0005368	PRINTCO DIRECT	86282	10/8/2025	THRU 10/08/25 - PRINTS SETS FOR CAPITAL	35.99	
	Voucher:			86286	10/23/2025	PRINTS SETS FOR CAPITAL IMPROVEMENT PROJ	328.93	364.92
112403	11/11/2025	00001322	PVP COMMUNICATIONS INC.	137083	9/17/2025	EQUIPMENT INSTALLATION TO PD MOTORCYCLES	1,568.22	1,568.22
	Voucher:							
112404	11/11/2025	00000168	QUETEL CORP.	I-QT001068	10/23/2025	OMNIGO-QUETEL TRAQ 7 ANNUAL RENEWAL	18,586.66	18,586.66
	Voucher:							
112405	11/11/2025	00000416	RAPID-O-PRINT	34634	10/8/2025	PRINTING	212.78	
	Voucher:			34642	10/13/2025	PRINTING	308.70	521.48
112406	11/11/2025	0012962	REGIONAL TAP SERVICE CENTER	6025925	9/30/2025	SEPTEMBER 2025 - LOAD STORED VALUE	460.80	460.80
	Voucher:							
112407	11/11/2025	0014732	RETURN TO WORK PARTNERS INC	288999	10/28/2025	7/12/25-10/23/25 ACCOMMODATION MEETING F	240.00	240.00
	Voucher:							
112408	11/11/2025	00002735	ROADLINE PRODUCTS, INC. USA	22051	10/9/2025	STREET DIVISION AS NEEDED PAINT FOR SIGN	235.08	
	Voucher:			22032	10/9/2025	STREET DIVISION AS NEEDED PAINT FOR SIGN	930.30	1,165.38
112409	11/11/2025	0007826	RON'S MAINTENANCE, INC.	1387	10/5/2025	ANNUAL CITYWIDE CATCH BASIN MAINTENANCE	21,075.00	21,075.00
	Voucher:							
112410	11/11/2025	00000322	SAM'S CLUB	4635	10/9/2025	MISC SUPPLIES	182.25	
	Voucher:			3057	10/13/2025	MISC SUPPLIES	151.34	
				003819	10/16/2025	MISC SUPPLIES	267.29	600.88
112411	11/11/2025	00004823	SAN BERNARDINO COUNTY HR	GT-142-2025	10/23/2025	FY 2025/2026 RENEWAL WRIB TESTING	2,497.21	2,497.21
	Voucher:							
112412	11/11/2025	00004830	SCS ENGINEERS	0555050	9/30/2025	ENVIRONMENTAL ENGINEERING SVSFOR THE CIT	16,208.51	16,208.51
	Voucher:							
112413	11/11/2025	0010623	SECTRAN SECURITY INC.	25092408	9/30/2025	SEPTEMBER 2025 - SECTRAN - CHANGE ORDER	28.29	

	Voucher:			25100625	10/10/2025	OCTOBER 2025 - SECTRAN - ARMORED TRUCK S	602.94	631.23
112414	11/11/2025	00004834	SECURITY SIGNAL DEVICES SYSTEM	R-00609548	9/5/2025	FY 25/26 ANNUAL SECURITY SYSTEMS CONTRAC	58.77	58.77
	Voucher:							
112415	11/11/2025	00004181	SOFTWARE SECURITY SOLUTIONS,	48353	9/30/2025	ESET PROTECT COMPLETE, SERVER & MAIL SEC	6,903.00	6,903.00
	Voucher:							
112416	11/11/2025	00005096	SOUTH COAST A.Q.M.D.	4610145	10/1/2025	I C E (>500 HP) EM ELEC GEN DIESEL FACIL	732.82	
	Voucher:			4612264	10/1/2025	FLAT FEE FOR LAST FISCAL YEAR EMMISSIO	170.94	
				4610385	10/1/2025	I C E (>500 HP) EM ELEC GEN DIESEL FACIL	565.63	
				4613498	10/1/2025	FLAT FEE FOR LAST FISCAL YEAR EMISSIONS	170.94	1,640.33
112417	11/11/2025	00004897	ST FRANCIS MEDICAL CENTER	H70600044218501	9/24/2025	ACCT# 46133195 - B. ORTIZ	1,299.70	1,299.70
	Voucher:							
112418	11/11/2025	0013538	STACY MEDICAL CENTER	2452-57619	9/23/2025	MEDICAL SERVICES FOR PD DUI BLOOD DRAWS	155.00	155.00
	Voucher:							
112419	11/11/2025	00004908	STATUS ONE MEDICAL INC	70234	8/21/2025	CITY HALL - FIRST AID CABINET	58.53	58.53
	Voucher:							
112420	11/11/2025	0013585	STERICYLE, INC.	8012185737	9/30/2025	SHREDDING DOCUMENTS	287.28	287.28
	Voucher:							
112421	11/11/2025	00004906	SWRCB FEES	SC-150565	8/19/2025	6/30/25 SITE CLEAN UP PROGRAM(OVERSIGHT	226.26	226.26
	Voucher:							
112422	11/11/2025	0009039	TETRA TECH	52495509	10/13/2025	09/30/25 -PROFESSIONAL SERVICES THE GRA	3,180.50	3,180.50
	Voucher:							
112423	11/11/2025	00003851	THOMSON REUTERS	852616962	10/1/2025	09/01/25-9/30/25 ONLINE SOFTWARE SUBSCRI	759.00	759.00
	Voucher:							
112424	11/11/2025	0009355	T-MOBILE USA, INC.	L2510231276	10/23/2025	05/31/25 - 07/26/25 - INVESTIGATIVE SERV	515.00	515.00
	Voucher:							
112425	11/11/2025	00000637	TURF STAR INC	INV120020	10/16/2025	TORO-MOWER/EQUIPMENT REPLACEMENT PARTS	1,414.97	1,414.97
	Voucher:							
112426	11/11/2025	0008005	U.S. BANK-PARS ACCT#6746022500	NOV 2025	10/15/2025	NOV 2025 - PARS SUPPLMNTL RETIREMNT PLAN	5,408.37	5,408.37
	Voucher:							
112427	11/11/2025	0008005	U.S. BANK-PARS ACCT#6746022500	OCT 2025	9/15/2025	OCT 2025 - PARS SUPPLMNTL RETIREMNT PLAN	5,388.71	
	Voucher:			NOV 2025-LOUIE	9/25/2025	NOV 2025: KEN LOUIE: PARS - EXCESS BENEF	550.00	
				NOV 2025-MOSTAHK/	9/25/2025	NOV 2025 - M. MOSTAKHAMI: PARS - EXCESS	680.00	6,618.71
112428	11/11/2025	0010265	UNITED PACIFIC SERVICES, INC.	1009-1 TO 1009 5(A)	9/30/2025	SEP 2025 ANNUAL CITYWIDE TREE MAINTENANC	100,430.00	100,430.00
	Voucher:							
112429	11/11/2025	00002184	UNITED RENTALS (NORTH AMERICA)	252931689-001	9/17/2025	POOL REPAIRS- SOUTH GATE SWIM STADIUM PO	2,685.38	2,685.38
	Voucher:							
112430	11/11/2025	00004975	US ARMOR	50998	10/3/2025	VESTS	929.19	929.19
	Voucher:							
112431	11/11/2025	00003928	US BANK TRUST N.A.	788757000-NOV 2025	11/1/2025	NOV 2025 - COSG 2005 PENSION OBLIGATION	167,767.98	167,767.98
	Voucher:							
112432	11/11/2025	00002634	VULCAN MATERIALS COMPANY	4815345	10/17/2025	ASPHALT, BASE, EMULSION PRODUCT	384.56	
	Voucher:			4799827	10/15/2025	ASPHALT, BASE, EMULSION PRODUCT	255.10	
				4769533	10/13/2025	ASPHALT, BASE, EMULSION PRODUCT	624.28	
				4770265	10/13/2025	ASPHALT, BASE, EMULSION PRODUCT	126.91	
				4757397	10/10/2025	ASPHALT, BASE, EMULSION PRODUCT	603.63	
				4757753	10/10/2025	ASPHALT, BASE, EMULSION PRODUCT	241.45	
				4708670	10/6/2025	ASPHALT, BASE, EMULSION PRODUCT	603.63	
				4708833	10/6/2025	ASPHALT, BASE, EMULSION PRODUCT	128.19	
				4709270	10/6/2025	ASPHALT, BASE, EMULSION PRODUCT	387.14	
				4742660	10/8/2025	ASPHALT, BASE, EMULSION PRODUCT	255.10	
				4756588	10/10/2025	ASPHALT, BASE, EMULSION PRODUCT	258.95	
				4756824	10/10/2025	ASPHALT, BASE, EMULSION PRODUCT	256.38	4,125.32
112433	11/11/2025	00004423	WALTERS WHOLESALE ELECTRIC C	S128397745.001	7/22/2025	ELECTRICAL SUPPLIES	411.23	411.23
	Voucher:							
112434	11/11/2025	00002593	WAXIE'S SANITARY SUPPLY	83575573	10/15/2025	INVENTORY PO/ JANITORIAL SUPPLIES	8,687.63	
	Voucher:			83587510	10/21/2025	INVENTORY PO/ JANITORIAL SUPPLIES	1,185.91	9,873.54

112435	11/11/2025	0010476	WECK LABORATORIES INC	W5J0762	10/10/2025	WATER SAMPLES	400.00	400.00
	Voucher:							
112436	11/11/2025	0007074	WEST COAST SAND & GRAVEL INC	890076	10/8/2025	CLEANING OIL SPILLS, PARK EVENTS, 4TH O	1,047.38	1,047.38
	Voucher:							
112437	11/11/2025	0012301	WHITTIER FERTILIZER COMPANY	431254	10/13/2025	SOIL MIXES,AMENDMENTS & SPECIAL SAND MIX	1,373.30	1,373.30
	Voucher:							
112438	11/11/2025	00001280	WILLDAN	00341454	10/21/2025	STAFF AUGMENTATION - ST SUPERINTENDENT	19,210.00	
	Voucher:			00236174	10/20/2025	PROFESSIONAL SERVICES FOR CODE ENFORCEME	3,190.00	
				010-63377	9/19/2025	AUG 2025 PROFESSIONAL SERVICES TO CONDUC	1,763.00	
				010-63803	10/21/2025	THRU OCTOBER 3, 2025 - PROFESSIONAL SERV	1,764.00	25,927.00
112439	11/11/2025	00000062	ZIEGLER'S HARDWARE& SUPPLY,IN(	6157	10/7/2025	MISC HARDWARE	28.75	
	Voucher:			6092-2025	9/25/2025	MISC HARDWARE	13.71	
				6127	10/1/2025	MISC HARDWARE	50.93	
				6123	10/1/2025	MISC HARDWARE	53.32	
				6120	10/1/2025	MISC HARDWARE	27.67	
				6122-2025	10/1/2025	MISC HARDWARE	50.89	
				6048	9/16/2025	MISC HARDWARE	29.89	
				6213	10/27/2025	MISC HARDWARE	33.20	288.36
908496	10/22/2025	00004266	U.S. BANK CORPORATE PAYMENT S`					
		00001303	CPRS	09/27/25	9/27/2025	JM - STAFF TRAINING	140.00	
		0008155	DROPBOX.COM	CV9H4536ZC	9/17/2025	WC-DROPBOX.COM CODE ENFORCEMENT ANNUAL	119.88	
		00004469	PD: CALIFORNIA POLICE CHIEFS	10589C	9/2/2025	MA- SEPT 2-5,2025 - WOMEN LEADERS IN LA	1,150.00	
		0015239	AMENITIES DEPOT	2341	9/18/2025	JAIL SUPPLIES- INMATE SLIPPERS	315.60	
		0014467	FITNESS ON DEMAND	66389	9/1/2025	JM - FOD MONTHLY SUBSCRIPTION	229.00	
		0010635	AAAI-ISMA	09/16-09/17, 2025	9/16/2025	JM: 09/16-17/2025 - PERSONAL TRAINER CE	596.00	
		0005295	WALMART	U179LC342016	9/17/2025	JM - FITNESS PROGRAM SUPPLIES	15.53	
		0012474	THE HOME DEPOT DEPOT PRO	1610095	9/17/2025	JM: FITNESS PROGRAM SUPPLIES	32.62	
		00004469	PD: CALIFORNIA POLICE CHIEFS	B78E10	9/18/2025	DA: OCT 1-3,2025 - TECHNOLOGY CONFERENCE	600.00	
		0008045	PD: CLEARS INC.	4831	9/16/2025	MA- SEPT. 17,2025 - CLEARS SOUTHERN CAHA	210.00	
		00004469	PD: CALIFORNIA POLICE CHIEFS	10342273016	9/8/2025	DA: REFRESHMENTS- PROMOTION CEREMONY	16.48	
		0008304	GODADDY.COM	3876655671	9/2/2025	JPL - SSL CERTIFICATE UCC, QTY 5, TERM 2	599.98	
		0013214	PSYCHOLOGYTOOLS.COM	76C94A78-0005	9/8/2025	2025 - ANNUAL SUBSCRIPTION RENEWAL PSYC	129.00	
		00000322	SAM'S CLUB	0980270017	9/10/2025	DA: SUPPLIES FOR ADMIN CONFERENCE ROOM/	211.01	
		0013524	GRACIE GLOBAL LLC	INV-GST-34214014	8/28/2025	JEM: SEPT 8-12, 2025- ARREST AND CONTROL	1,500.00	
		0005486	STAPLES BUSINESS ADVANTAGE	09/11/25	9/11/2025	SUPPLIES FOR PERSONNEL FILE PARTICIPANTS	92.40	
		00004244	IAEI SOUTHWESTERN SECTION	200017616	9/9/2025	WC-INDEPENDENT ALLIANCE OF THE ELECTRICA	178.98	
		00002871	ICC-INTERNATIONAL CODE COUNCIL	102077623	9/15/2025	WC-INTERNATIONAL CODE COUNCIL 2025 CALIF	3,841.74	
		0008222	JCL TRAFFIC SERVICES	131086	9/18/2025	DR - PARK RULES SIGNS PO#0009521	1,127.10	
		0014129	GREEN GARDENER, LLC	1185	9/17/2025	DR - WORM TEA FERTLIZER FOR URBAN ORCHAR	945.88	
		0005295	WALMART	200013371336051	9/17/2025	DR - HOLLYDALE REGIONAL PARK - CANOPY	106.97	
		0011323	PRO GROWERS, INC.	22930-1	9/4/2025	DR - REPLACEMENT PLANTS - CITY HALL	189.91	
		0008513	EBAY	07-13566-06542	9/10/2025	DR - GOLF COURSE- 90LB BROADCAST SPREADE	105.66	
		0007815	ATBATT.COM	84831	8/28/2025	JPL - REPLACEMENT FOR UPS	43.62	
		0012980	CHARTER COMMUNICATIONS	120508901080725	8/7/2025	LF- 08/07-09/06, 2025, SPECTRUM FOR 12 C	2,129.61	
		0015224	STAMP-CONNECTION	551521	9/8/2025	LF - HEAVY METAL STAMPS FOR AP	198.30	
		0011741	GOVERNMENT TAX SEMINARS, LLC	2Z9N-LVCH-LVZ	9/17/2025	LF- 2025- ANNUAL GOVERNMENT TAX WEBINAR	550.00	
		0014052	READYREFRESH, PRIMO BRANDS	0516706900363	9/18/2025	LF- 09/01/25- 09/30/25 - CITYWIDE WATER	1,527.58	
		0012504	COURTYARD BY MARRIOTT	92797	9/2/2025	DA ; SEPT. 2-5, 2025 - WOMEN LEADERS IN	213.21	
		00003955	GALLS, LLC, (FEIN 20-3545989)	30282752	8/27/2025	DA: GAS MASK FOR POLICE OFFICERS - QTY 3	1,551.78	
		0015160	PRIMARY ARMS, LLC	SO-8837691	9/2/2025	MA- PATOL RIFLE ACCESSORIES (AR CHARGIN	78.86	
		0010585	AUTOZONE STORES, INC.	973069	9/5/2025	MA- STRAPS FOR PROWLER VEHICLE	36.54	
		00004469	PD: CALIFORNIA POLICE CHIEFS	10589B	9/2/2025	DA: SEPT 2-5, 2025- WOMEN LEADERS UN LAW	2,300.00	
		0014631	STANDARD GOLF COMPANY	24561	8/25/2025	DR - GOLF COURSE - GREENS -COCO FIBER DR	995.64	
		0011935	PAR WEST TURF SERVICES	197590	8/25/2025	DR - GOLF COURSE - LAPPING COMPOUND 80X1	124.38	
		0015232	HYATT HOUSE BELMONT, REDWOOI	1978147301	9/16/2025	SC: SEPT. 14-16,2025 - FIELD TRAINING PR	672.99	
		0012980	CHARTER COMMUNICATIONS	188430001082125	8/21/2025	SC- INTERNET AT AUDITORIUM	109.99	

0009649	AT&T	143648353B	8/20/2025	SC- INTERNET AT THE AZALEA RM - PAST DUE	385.09
0012603	SHAKEY'S PIZZA	2342252	9/10/2025	SC- ERC HALLOWEEN EVENT LUNCHEON MTG	232.91
0009649	AT&T	55-677000006621952	9/11/2025	SC- UPGRADE TO AZALEA RM INTERNET	29.56
0009026	TGI FRIDAY'S RESTAURANT	1590	8/21/2025	08/21/2025 - CC- ORAL PANEL LUNCH	115.63
0014158	SOUTH GATE BINDERY, INC	15.465	8/16/2025	CC - PLOTTER SIZE PRINTS	664.50
00000428	IMSA	2Z8K-V7BG-HB7	10/21/2025	SEPT 22-23, 2025 - CC-IMSA TRAINING REGI	650.00
0015219	ALLEGRO RESTAURANT AND BAR	#21	9/2/2025	DA: SEPT. 2-5, 2025 - WOMEN LEADRS IN LA	323.98
00004804	RIO HONDO COMMUNITY COLLEGE	X25-110-ZSGT	8/22/2025	JEM : JULY 23, 2025- DRIVER TRAINING -	100.00
0006537	EXPEDIA	73223561251813	8/28/2025	JEM : SEPT. 2-5, 2025 - WOMEN LEADERS I	501.46
0006537	EXPEDIA	73223562098207	8/28/2025	JEM :SEPT. 2-5, 2025 - WOMEN LEADERS IN	501.46
0006537	EXPEDIA	73223556982003	8/28/2025	JEM : SEPT. 2-5, 2025 - WOMEN LEADERS IN	501.46
0006769	ALCO TARGET CO.	090851	9/2/2025	JEM - TARGETS FOR FIREARMS TRAINING	299.46
0005603	TOWN AND COUNTRY RESORT	1624628	9/5/2025	JEM : SEPT. 2 - 5, 2025 WOMEN LEADERS I	544.18
0012884	SAVAGE TRAINING GROUP LLC	STG-11994	9/5/2025	JEM : SEPT. 15-17, 2025 - FIELD TRINING	1,390.00
0012728	SERVERSUPPLY.COM	4405648	9/3/2025	JPL - DELL 256GB ECC RAM FOR EXCHANGE HY	436.83
0015212	AUTODESK, INC	9064654683	9/7/2025	JPL - AUTOCAD LT FOR PW ENGINEERS , MONT	520.00
0009838	MISAC	202211547459	9/19/2025	JPL - 2025- MEMBERSHIP RENEWAL FOR MUNIC	130.00
00000503	CSMFO	200028483	9/8/2025	LF- OCT. 23, 2025 - CENTRAL LA/ SOUTH BA	35.00
00000322	SAM'S CLUB	10342964670	9/10/2025	LF- WALL MOUNT FOR CD CONF. ROOM TV/ MON	110.48
00004469	PD: CALIFORNIA POLICE CHIEFS	10589	9/2/2025	JEM : SEPT. 9-12, 2025 - WOMEN LEADERS I	1,150.00
0006537	EXPEDIA	73230265328452	9/3/2025	JEM : SEPT. 9-12, 2025 - CA CLETS USERS	561.71
00000322	SAM'S CLUB	10340289150	9/3/2025	(GM) WATER BOTTLES FOR SCHOOL COLLABORAT	23.92
0013705	ALFREDO TALAVERA	SEPTEMBER 2025	9/8/2025	09/08/25 - (GM) LUNCH FOR SCHOOL COLLABO	490.00
0007854	RIVIERA RESORT	26350238	9/9/2025	MA- SEPT. 09-12,2025 - CALIFORNIA CLETS	2,506.68
0015227	NAYS YOUTH SPORTS	8252025130422115004	8/25/2025	JM- CONTINUING EDUCATION COSURSES	10.00
0014816	NIKE	C01526550549	9/11/2025	JM- FT STAFF UNIFORM SHOES B. CAMANO	386.52
0015227	NAYS YOUTH SPORTS	9112025173812115416	9/11/2025	JM - RECERTIFICATION	100.00
0015228	GYMSHARK	US23659866	9/17/2025	JM - STAFF UNIFORM : J. VILLALOBOS	186.06
0015229	ID SECURTY ONLINE	59514	9/18/2025	JM - AQUATICS PROGRAM SUPPLIES	231.47
0014032	FOOT LOCKER	P73673415009983733	9/17/2025	JM - STAFF UNIFORM SHOES : J. VILLALOBOS	132.90
0005730	EL MIXTECA	F30	8/26/2025	(GM) DINNER FOR CITY COUNCIL MEETING 08/	69.98
00003730	LEAGUE OF CALIFORNIA CITIES	OCTOBER 2025	10/21/2025	OCT 8-10, 2025 - (GM) CONFERENCE FOR A	725.00
0009420	SPARKLETTS	0518710059159	8/29/2025	08/25/25 - 09/24/25 - NC WATER SERVICES	86.10
00003960	MAJESTIC TROPHY & AWARDS	025499	8/5/2025	JC - PARK SIGNS	101.66
00000692	ICE MACHINE SALES & SVC CO	0227077-IN	9/16/2025	JC - SENIO CENTER ICE MACHINE	192.50
0008222	JCL TRAFFIC SERVICES	131087	9/18/2025	JC - SAFETY REFLECTIVE TAPE	108.01
0005675	CALIFORNIA AIR RESOURCES BOAR	CARB10000000004187	9/2/2025	2025- COMPLIANCE FEE	32.11
0005295	WALMART	20000134-85116047	8/23/2025	DS- SPECILA EVENTS SUPPLIES	783.25
0005295	WALMART	2000136-49111509	8/20/2025	DS- SPECIAL EVENTS SUPPLIES	88.51
0015168	NATIONAL ALLIANCE FOR YOUTHS,	8212025212946114915	8/21/2025	DS - STAFF TRAINING	100.00
0005623	ORIENTAL TRADING	738284100	8/20/2025	DS - SPECIAL EVENT SUPPLIES	77.37
0005295	WALMART	U159LZ285040	9/7/2025	DS - TEEN PROGRAM	49.64
0005295	WALMART	525203043186	9/9/2025	DS - YOUTH PROGRAM SUPPLIES	269.00
0014774	STATE OF THE ARTS SUMMIT	GG8Y8RDX	10/8/2025	DS - STAFF TRAINING	80.00
0008451	COSTCO.COM	569525651	9/10/2025	DS - SENIOR CENTER SUPPLIES	144.90
0005368	PRINTCO DIRECT	86268	9/10/2025	DS - CULTURAL ARTS SUPPLIES	241.44
0008227	LITTLE CAESARS	1186824	9/19/2025	DS - SPECIAL EVENTS SUPPLIES	77.24
0015106	RAMONS MAGIC AND MORE	010022	9/19/2025	DS - SPECIAL EVENTS SUPPLIES	500.00
0015218	BIG AL'S MOTORS SALE AND, SERVI	121984	8/27/2025	EM - MOTOR W/POOL PUMP	697.73
0013658	AFFORDABLE GENERATOR SERVICE	27686	8/26/2025	EM - FINANCE CHARGES	200.00
00000428	IMSA	2Z8W-52BB-0H3	9/11/2025	09/22-09/23- 2025 - EM - WORK SAFETY COU	650.00
00000428	IMSA	2Z28W-5KVV-V3N	9/11/2025	09/22-09/23- 2025 - EM - WORK SAFETY COU	650.00
00000428	IMSA	1153-7597	9/11/2025	09/22-09/25- 2025 - EM - SIGNS AND MARKI	660.00
00000428	IMSA	2Z8W-7FNN-CSZ	9/11/2025	09/24-09/25- 2025 - EM - SIGNS AND MARKI	650.00
00000428	IMSA	2Z8W-7NDC-Z0Z	9/11/2025	09/24-09/25- 2025 - EM - SIGNS AND MARKI	650.00
00000428	IMSA	2Z8W-69J9-JTS	9/11/2025	09/22-09/23- 2025 - EM - TRAFFIC SIGNAL	570.00

		00000428	IMSA	2Z8W-6T49-JQG	9/11/2025	09/24-09/25- 2025 - EM - ROADWAY LIGHTIN	650.00	
		00000428	IMSA	2Z8W-756D-5VP	9/11/2025	09/24-09/25- 2025 - EM - SIGN AND MARKIN	650.00	
		00000428	IMSA	2Z8W-5MZF-ZFZ	9/11/2025	09/22- 09/23 - 2025 - EM - WORK ZONE SAF	650.00	
		00000428	IMSA	2Z8W-89TB-4MM	9/11/2025	09/22- 09/23 - 2025 - EM - WORK ZONE SAF	650.00	
		00000428	IMSA	3928-8934	9/17/2025	EM - WORK ZONE SAFETY COURSE COURSE REF	-650.00	
		0015157	AP ELECTRIC & GENERATORS LLC	456907	8/28/2025	TRAFFIC DIV GENERATOR-OTS	2,548.37	
		0015220	LA PUERTA	139	9/3/2025	WLLE 2025 - CONFERENCE LODGING FOR 3 PAR	256.41	
		0005603	TOWN AND COUNTRY RESORT	1624584	9/5/2025	09/02-009/05, 2025 - WLLE 2025 - CONFERE	544.18	
		0005603	TOWN AND COUNTRY RESORT	1624633	9/5/2025	09/02-009/05, 2025 - WLLE 2025 - CONFERE	505.18	
		0005603	TOWN AND COUNTRY RESORT	73650297	9/5/2025	09/02-009/05, 2025 - WLLE 2025 - CONFERE	544.18	
		0005347	AMAZON.COM	113-4904055-9625005	9/8/2025	WC OFFICE SUPPLIES - CHAIR MAT	41.34	
		0013479	PELOTON INTERACTIVE, INC.	3600-3645	9/9/2025	CREDIT DUE TO DOUBLE PAYMENT WITH CHECK	-528.00	
		0005292	TARGET	022011	8/26/2025	RA - COFFEE STATION SUPPLIES	44.92	
		00004854	SMART & FINAL	044613	9/9/2025	RA - COFFEE STATION SUPPLIES	109.96	
		0006114	POSITIVE PROMOTIONS	63595830	9/9/2025	RA - RED RIBBON WEEK SUPPLIES	995.17	
		0015209	MAVERICK DATA SYSTEM	1123-3483	9/16/2022	RA - WARRANT BUILDER SUBSCRIPTION	257.78	
		0005295	WALMART	2000137-29070659	9/17/2025	RA - EMERGENCY ASSISTANCE FOR DOMESTIC V	241.44	
		0005368	PRINTCO DIRECT	86263	9/8/2025	TD - A- FRAME DISPLAYS	106.32	
		0005803	PANDA EXPRESS	37987559662321665	9/9/2025	09/09/25 - (GM) DINNER FOR COUNCIL MEETI	94.65	
		0005347	AMAZON.COM	112-0412600-0024235	9/11/2025	(GM) TRIPOD AND MICROPHONE FOR COMM ENG	107.95	
		0005347	AMAZON.COM	112-4784922-5159433	9/11/2025	(GM) CAMERA MEMORY CARD FOR COMM ENG DIV	42.26	
		00000428	IMSA	2Z8K-VQR6-Q3R1P	9/9/2025	SEPT 22-23, 2025 - CC- IMSA TRAINING REG	650.00	
		0014347	NUNEZ TIRES INC	027685	9/8/2025	TINT ON PD UNIT # 175 AND # 165	640.00	
		0015216	MUNICIPAL EQUIPMENT, MAINTENAI	202545	9/10/2025	2025 - MEMA MEMBERSHIP FEES	275.00	
		0015217	DEL AMO MOTOSPORTS OF, LONG E	626049	9/23/2025	AUTO PART FOR PD UNIT (CAN - AM)	88.39	
		0010386	SAWDUST ART FESTIVAL	348813	8/22/2025	DS- COMMUNITY EXCURSION	507.00	
		0005293	MICHAELS	2200109363187577	9/4/2025	DS - YOUTH PROGRAM SUPPLIES	117.28	
		0005368	PRINTCO DIRECT	86264	9/8/2025	DS - CULTURAL SUPPLIES	265.80	
		0005295	WALMART	525324030141	9/10/2025	DS - TEEN PRGRAM	88.60	
		00004854	SMART & FINAL	099543	9/10/2025	DS - TEEN PRGRAM	9.10	
		0014461	CANVA	04639-45779222	9/14/2025	SEPT 2025 - CC - MONTHLY SUBSCRIPTION	30.00	
		00000415	NATIONAL CONSTRUCTION RENTALS	7853242	9/18/2025	FENCE RENT WEBPMT0001008472	807.84	
		0008451	COSTCO.COM	045866	9/10/2025	DS - TEEN PROGRAMING	227.23	
		0008484	TALAVERA, ALFREDO	SEPT 2025	9/17/2025	DS - SPECIAL EVENTS SUPPLIES	620.00	
		0005368	PRINTCO DIRECT	86271	9/17/2025	DS - SPECIAL EVENTS SUPPLIES	398.70	
		0015171	WHOVA	WHV-WAW3134	9/9/2025	09/17/25 - GP- SANDRA - CALIFORNIA LAND	185.00	
		00003723	MMASC	13917	9/9/2025	THRU 09/08/2026 - GP SANDRA - MMASC FU	125.00	
		0007082	CCUG SEMINAR REGISTRATION	13942	8/26/2025	JEM : SEPT. 9-12, 2025 - CA CLETS USERS	575.00	
		0010664	PD: GOLD COAST K9 DBA	SGPD-35	8/28/2025	JEM : AUG. 27, 2025 -CANINE AGITATOR TRA	450.00	
		0013524	GRACIE GLOBAL LLC	001479	8/28/2025	JEM : SEPT. 8-12, 2025 - ARREST AND CON	1,500.00	
		0014757	OPENAI, L.L.C.	9UN49OUQ-0002	8/22/2025	CHAT CTP PLUS MONTHLKY CHARGE	20.00	60,133.99
908496	10/22/2025	00004266	U.S. BANK CORPORATE PAYMENT S					
		0015240	LEGALUPDATES.COM	20242292	9/15/2025	JEM: ONLINE LEGAL UPDATE TRAINING - TRAI	90.00	
		0008513	EBAY	26-13474-67223	8/25/2025	DR - GOLF COURSE - BALL MARKER REPAIR TO	325.66	
		0005295	WALMART	073498	8/27/2025	DR - MONITOR STAND & CABLES - PARK YARD	42.95	
		0015221	CHALLENGE TARGETS	45726	9/9/2025	MA- METAL TARGET FOR FIREARMS TRAINING	1,869.71	
		00000634	CALBO	DH90LFOU	9/10/2025	WC-CALIFORNIA BUILDING OFFICIALS EDUCATI	330.00	
		0015238	AMERICAN HOSPITAL SUPPLY	106965	9/18/2025	JAIL SUPPLIES - INMATE SOCKS	709.30	
		00000634	CALBO	20234	9/18/2025	WC-CALIFORNIA BUILDING OFFICIALS PERMIT	1,150.00	
		0015222	LA QUINTA INN & SUITES BY, WYNDI	180570602	9/17/2025	MA - SEPT. 15-17,2025 - FIELD TRAINING	212.85	4,730.47
						Sub total for BANK OF THE WEST:		3,085,146.12

144 checks & 1 wire in this report.

Grand Total All Checks & Wires : 3,085,146.12

WARRANT REGISTER FOR COUNCIL MEETING 11/11/2025 PART V

apChkLst
11/04/2025 10:36:35AM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3021	10/23/2025 Voucher:	00004836	SEIU LOCAL 721 CTW CLC-2	Ben376517	10/23/2025	SEIU DUES: PAYMENT	3,007.29	3,007.29
3022	10/23/2025 Voucher:	00002370	INTERNAL REVENUE SERVI(	Ben376519	10/23/2025	MEDICARE: PAYMENT	272,278.07	272,278.07
3023	10/23/2025 Voucher:	00000343	PUBLIC EMPLOYEES RETIRI	Ben376521	10/23/2025	PERS RETIREMENT: PAYMENT	312,118.60	312,118.60
3024	10/23/2025 Voucher:	00001186	EMPLOYMENT DEVELOPME	Ben376523	10/23/2025	SDI: PAYMENT	96,607.21	96,607.21
3025	10/23/2025 Voucher:	00000004	NATIONWIDE RETIREMENT :	Ben376525	10/23/2025	DEF COMP NATIONWIDE: PAYME	61,908.96	61,908.96
3026	10/23/2025 Voucher:	00004996	SEIU-COPE LOCAL 721, LA/C	Ben376527	10/23/2025	SEIU- COPE LOCAL 721 DEDUCT	88.01	88.01
3027	10/23/2025 Voucher:	00004988	CHILD SUPPORT ON-LINE, S	Ben376529	10/23/2025	CHILD SUPPORT-ONLINE: PAYMI	1,036.12	1,036.12

Sub total for BANK OF THE WEST: 747,044.26

7 wires in this report.

Grand Total All Checks: 747,044.26

WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 11/11/2025

TOTAL PART I - PAYROLL- RELATED CHECKS		4,304.78
TOTAL PART II - PREPAID CHECKS (10/22/2025)		357,335.25
TOTAL PART III - PREPAID CHECKS (10/29/2025)		314,001.27
TOTAL PART IV -ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS		3,085,146.12
TOTAL PART V-PAYROLL- RELATED WIRE TRANSFERS		747,044.26
	SUB - TOTAL	4,507,831.68
LESS: VOIDS		
LESS: EMPLOYEE PAYROLL DEDUCTIONS		(537,001.19)
	GRAND TOTAL	3,970,830.49

SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION

Warrant Number 112282 to Warrant Number 112439 inclusive, plus WireTransfers and EFTs totaling $3,970,830.49 as listed on the accompanying Accounts Payable Warrant Register of Nov 11, 2025 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
	TOTAL OF VOIDED CHECKS		$0.00	
	* TOTAL OF REPLACEMENT CHECKS		$0.00	

* Replacement checks reported in previous warrant registers have no impact to the grand total.

11/5/25
ACCOUNTING AND FINANCE MANAGER

11/5/25
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on NOV 11, 2025 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.