



# CITY OF LAWNDALE

14717 Burin Avenue, Lawndale, California 90260  
Phone (310) 973-3200 – [www.lawndalecity.org](http://www.lawndalecity.org)

## AGENDA LAWNDALE CITY COUNCIL REGULAR MEETING Monday, August 2, 2021 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a [Public Meeting Speaker Card](#) and submit it to the City Clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that speakers' names are correctly recorded in the meeting minutes and, where appropriate, to provide contact information for later staff follow-up. You are still eligible to submit comment via the [Temporary eComment Policy for Public Meetings](#), the comments will be read verbatim into the record.

### How to observe the Meeting:

To maximize public safety while still maintaining transparency and public access, members of the public can now observe the meeting in person, with limited capacity, while strictly adhering to the [City Facilities Entry Protocols](#). Members of the public are still be able to view the meeting on [YouTube "Lawndale CityTV"](#), the [City Website](#), or Lawndale Community Cable Television on Spectrum & Frontier Channel 3.

Copies of this Agenda may be obtained prior to the meeting in the Lawndale City Hall foyer. Copies of this Agenda packet may be obtained prior to the meeting outside of the Lawndale City Hall foyer or on the [City Website](#). Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

*This Agenda is subject to revision up to 72 hours before the meeting.*

- A. **CALL TO ORDER AND ROLL CALL**
- B. **CEREMONIALS** (Flag Salute and Inspiration)
- C. **PUBLIC SAFETY REPORT**
- D. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- E. **COMMENTS FROM COUNCIL**
- F. **CONSENT CALENDAR**

Items 1 through 5, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

1. **Approval of Final Tract Map No. 82706**  
Recommendation: that the City Council approve the Final Tract Map No. 82706.

**2. Memorandum of Understanding (MOU) to Accept Local Return Funds and CARES ACT Funding for the Lawndale Beat Fixed-Route Transportation System**

Recommendation: that the City Council (a) approve the attached Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority to accept \$49,955.00 of Proposition A local return funds and CARES Act funding and (b) authorize the Mayor or City Manager to execute the MOU on behalf of the City.

**3. Consideration of Claim Against the City**

Recommendation: that the City Council reject the claims filed by Alfredo Ortega and Gloria Garay, and instruct staff to process the appropriate correspondence to the claimants.

**4. Accounts Payable Register**

Recommendation: that the City Council adopt Resolution No. CC-2108-031, authorizing the payment of certain claims and demands in the amount of \$791,717.04.

**5. Minutes of the Lawndale City Council Regular Meeting – July 19, 2021**

Recommendation: that the City Council approve.

**G. PUBLIC HEARING**

**6. Adoption of New Facility Use Fee for Recreation Class Instructors**

Recommendation: that the City Council adopt Resolution No. CC-2108-033 approving the fee of \$25.00 per hour for recreation class instructors use of any City facility for City-advertised and promoted classes to be held on City property.

**H. ADMINISTRATION**

**7. Agreement with All City Management Services Inc. for School Crossing Guard Services**

Recommendation: that the City Council approve a contract service agreement with All City Management Services, Inc. for a term of two years, not to exceed \$244,998.00.

**8. Award of Contract for Construction and Construction Inspection Services for the FY 2020-21 Annual Street Improvements Project**

Recommendation: that the City Council (a) award the construction contract to Sequel Contractors Inc., in the amount of \$973,400.00 for the FY 2020-21 Annual Street Improvements Project; (b) award the construction inspection services to SA & Associates in the amount of \$78,000.00 for the FY 2020-21 Annual Street Improvements Project; and (c) approve the construction contingency of \$146,010.00 for FY 2020-21 Annual Street Improvements Project.

**I. CITY MANAGER'S REPORT**

**J. ITEMS FROM CITY COUNCILMEMBERS**

**9. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events**

**K. ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, August 16, 2021 in the Lawndale City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

It is the intention of the City of Lawndale to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the Agenda for the regular meeting of the City Council to be held on August 2, 2021 was posted not less than 72 hours prior to the meeting.

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Matthew Ceballos, Assistant City Clerk



# CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: August 2, 2021

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *[Signature]*

PREPARED BY: Julian Lee, Director of Public Works/City Engineer *[Signature]*  
Alex Chou, Associate Engineer *AKC*

SUBJECT: **Approval of Final Tract Map No. 82706**

## BACKGROUND

Per Ordinance No. 951-05, the City Engineer shall notify the City Council that a final tract map has been submitted for review by the City Engineer. If all requirements and conditions of approval pertaining to said tract map have been complied with and all other requirements of the Subdivision Map Act have been complied with, the City Engineer shall certify the tract map and arrange for the transmittal of the tract map to the Los Angeles County Registrar-Recorder County Clerk's Office.

## STAFF REVIEW

The City Engineer has reviewed Tract Map No. 82706 for the subdivision of property located at 4216 Manhattan Beach Boulevard, Lawndale, California. This tract map was submitted for the construction of an eight unit residential condominium project at this location. The City Engineer will approve the final map within 10 days following this City Council meeting and transmit it to the Los Angeles County Registrar-Recorder County Clerk's Office for recordation.

## COMMISSION REVIEW

N/A

## LEGAL REVIEW

N/A

## FISCAL IMPACT

N/A

## RECOMMENDATION

Staff recommends that the City Council approve the final Tract Map 82706.

Attachment: Tract Map No. 82706

SCALE: 1"=40'

TRACT MAP NO. 82706  
IN THE CITY OF LAWDALE, COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 17, 18 AND 19 OF TRACT NO. 7422, AS  
PER MAP RECORDED IN BOOK 88, PAGE 97 OF MAPS, IN THE OFFICE OF  
THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY.

FOR TOWNHOME DEVELOPMENT PURPOSES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTEREST IN THE LANDS INCLUDED  
WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES AND WE  
CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

BAYPORT HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

\_\_\_\_\_  
TUAN NGUYEN, MANAGER DATE

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND  
COMPLETE FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP  
ACT AND LOCAL ORDINANCE AT THE REQUEST OF BAYPORT HOLDINGS, LLC, A CALIFORNIA  
LIMITED LIABILITY COMPANY, AND CACH NGUYEN ON JULY 5, 2020. I HEREBY STATE THAT THIS  
TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF  
ANY; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED;  
THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

*Indor Jit Chauhan* 7-14-2021  
\_\_\_\_\_  
INDER JT CHAUHAN RCE 28456 DATE  
EXPIRATION DATE: MARCH 31, 2022



NOTARY CERTIFICATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES  
ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH  
THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR  
VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC,  
PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE  
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT  
AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN  
HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their  
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON  
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF  
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID STATE MY PRINCIPAL PLACE OF BUSINESS  
IS IN \_\_\_\_\_ COUNTY  
MY COMMISSION EXPIRES \_\_\_\_\_  
(PRINT NAME)

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS SUBSTANTIALLY TO  
THE TENTATIVE MAP, IF ANY, AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL  
PROVISIONS AND LOCAL SUBDIVISION ORDINANCES OF THE CITY OF LAWDALE AND STATE  
LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED  
WITH, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO  
RECORDS.

\_\_\_\_\_  
JULIAN LEE RCE 67874 DATE  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER  
CITY OF LAWDALE

CITY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLIES WITH ALL PROVISIONS  
OF STATE OF LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND  
THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY  
THE CITY ENGINEER.

\_\_\_\_\_  
LARRY V. CASE, LS 5411 DATE  
CITY SURVEYOR, CITY OF LAWDALE

DIRECTOR OF COMMUNITY DEVELOPMENT CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND DETERMINED THAT IT CONFORMS WITH  
THE TENTATIVE MAP AND WITH ALL CHANGES PERMITTED AND ALL REQUIREMENTS IMPOSED  
AS A CONDITION TO ITS' ACCEPTANCE.

\_\_\_\_\_  
SEAN M. MOORE, A.I.C.P. DATE  
DIRECTOR OF COMMUNITY DEVELOPMENT.  
CITY OF LAWDALE

SPECIAL ASSESSMENT STATEMENT:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS OR BOND EVIDENCING SPECIAL ASSESSMENTS  
OF WHICH I AM IN CHARGE, LEVIED UNDER THE JURISDICTION OF THE CITY OF LAWDALE TO  
WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OF ANY PART THEREOF IS SUBJECT, AND  
WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

\_\_\_\_\_  
DATE  
DIRECTOR OF FINANCE  
CITY OF LAWDALE

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF LAWDALE BY RESOLUTION ADOPTED  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 APPROVED THIS MAP.

\_\_\_\_\_  
ERICA HARBISON, CITY CLERK DATE  
CITY OF LAWDALE

BASIS OF BEARINGS

THE BASIS OF BEARINGS SHOWN ON THIS MAP IS BASED UPON THE CENTERLINE OF MANHATTAN  
BEACH BOULEVARD BEING NORTH 89°55'00" EAST AS SHOWN ON TRACT NO. 7422, RECORDED IN  
BOOK 88, PAGE 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES  
COUNTY.

SIGNATURE OF OMISSION

THE SIGNATURES OF PARTY NAMED HEREINAFTER AS OWNER OF THE INTEREST SET  
FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436(e)(3)(A)(i-vii)  
OF THE SUBDIVISION ACT.

TITLE GUARANTEE AND TRUST COMPANY, A CORPORATION, THEIR SUCCESSORS AND  
ASSIGNS EASEMENT HOLDER FOR PUBLIC UTILITIES BY DEED RECORDED ON MAY 27,  
1927 IN BOOK 5635, PAGE 347, OFFICIAL RECORDS.

TAX CERTIFICATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_ HAS BEEN FILED WITH THE  
EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS A SECURITY  
FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND  
SHOWN ON A MAP OF TRACT NO. 82706 AS REQUIRED BY LAW.

BY \_\_\_\_\_  
DEPUTY DATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE  
THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION  
MAP.

EXECUTIVE OFFICER, BOARD OF SUPERVISOR OF THE  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY \_\_\_\_\_  
DEPUTY DATE

SCALE: 1"=40'

# TRACT MAP NO. 82706

SHEET 2 OF 2

## IN THE CITY OF LAWDALE, COUNTY OF LOS ANGELES STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 17, 18 AND 19 OF TRACT NO. 7422, AS  
PER MAP RECORDED IN BOOK 88, PAGE 97 OF MAPS, IN THE OFFICE OF  
THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY.

FOR TOWNHOME DEVELOPMENT PURPOSES

### LEGEND:

● —●—● INDICATES THE BOUNDARY OF THE LAND BEING  
SUBDIVIDED BY THIS MAP

● INDICATES FOUND MONUMENT AS NOTED

○ INDICATES SET 1 INCH IRON PIPE WITH TAG STAMPED  
"RCE 28466" OR LEAD AND TACK AND TAG "RCE 28466"  
OR SPIKE AND WASHER STAMPED "RCE 28466"

R1 RECORD DATA PER TRACT NO. 7422, MM 88/97

R2 RECORD DATA PER RDFB 0718 PAGE 458,459,460

R3 RECORD DATA PER RDFB 0718 PAGE 797, 798

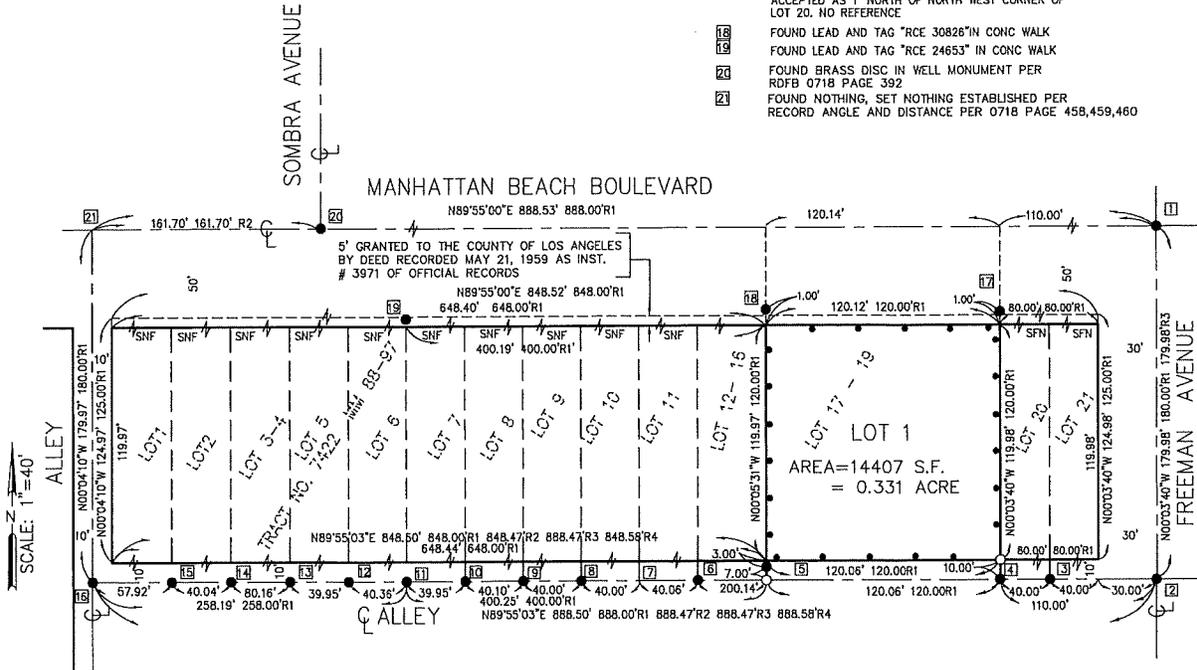
R4 RECORD DATA PER PWF 0718 PAGE 1747

SFN DENOTES SEARCHED, FOUND NOTHING, SET NOTHING

### BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 89°55'00" EAST  
OF THE CENTERLINE OF MANHATTAN BEACH BOULEVARD AS SHOWN ON TRACT MAP  
NO. 7422 RECORDED IN BOOK 88, PAGE 97 OF MAPS RECORDS OF LOS ANGELES  
COUNTY, CALIFORNIA.

- 11 FOUND 1 1/2 INCH BRASS DISC "STAMPED COUNTY ENGINEER DE 5868" WITH PUNCH MARK IN WELL MONUMENT PER RDFB 718 PAGE 95 AT INTERSECTION OF MANHATTAN BEACH BLVD AND FREEMAN AVENUE
- 2 FOUND PK NAIL AT CENTERLINE INTERSECTION OF FREEMAN AVENUE AND ALLEY IN LIEU OF SPIKE AND WASHER, ACCEPTED AS THE CENTERLINE INTERSECTION FREEMAN AVENUE AND ALLEY
- 3 FOUND LEAD AND BRASS NAIL NO TAG IN CONC GUTTER
- 4 FOUND LEAD AND BRASS NAIL NO TAG IN CONC GUTTER SET TAG STAMPED "RCE 28466"
- 5 FOUND MAG NAIL AND TAG RCE 30826, ACCEPTED AS 3.00' SOUTHERLY OF WESTERLY LINE PRODUCED FLUSH WITH PAVEMENT NO REFERENCE
- 6 FOUND LEAD AND ILLEGIBLE LS TAG IN CONC GUTTER ACCEPTED AS THE WESTERLY LINE PRODUCED TO CENTERLINE INTERSECTION OF ALLEY OF LOT 12 NO REFERENCE
- 7 FOUND LEAD AND ILLEGIBLE LS TAG IN CONC GUTTER NO REFERENCE
- 8 FOUND LEAD NO TAG IN CONC GUTTER
- 9 FOUND LEAD AND ILLEGIBLE LS TAG IN CONC GUTTER NO REFERENCE
- 10 FOUND LEAD AND ILLEGIBLE LS TAG IN CONC GUTTER NO REFERENCE
- 11 FOUND LEAD AND TAG "RCE 24653" IN CONC GUTTER ACCEPTED AS WESTERLY LINE OF LOT 7 PRODUCED TO CENTERLINE OF ALLEY
- 12 FOUND LEAD AND NAIL NO. TAG IN CONC GUTTER
- 13 FOUND LEAD NO. TAG IN CONC GUTTER
- 14 FOUND LEAD NO TAG IN CONC GUTTER
- 15 FOUND LEAD NO TAG IN CONC GUTTER
- 16 FOUND LA COUNTY ROAD DEPARTMENT TAG STAMPED "ROAD DEPARTMENT" PER RDFB 798 IN CONCRETE GUTTER
- 17 FOUND LEAD AND TAG "LS 3741" IN CONC WALK ACCEPTED AS 1' NORTH OF NORTH WEST CORNER OF LOT 20, NO REFERENCE
- 18 FOUND LEAD AND TAG "RCE 30826" IN CONC WALK
- 19 FOUND LEAD AND TAG "RCE 24653" IN CONC WALK
- 20 FOUND BRASS DISC IN WELL MONUMENT PER RDFB 0718 PAGE 392
- 21 FOUND NOTHING, SET NOTHING ESTABLISHED PER RECORD ANGLE AND DISTANCE PER 0718 PAGE 458,459,460





# CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

August 2, 2021

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

PREPARED BY: Mike Estes, Director of Community Services 

SUBJECT: **Memorandum of Understanding to Accept Local Return Funds and CARES Act Funding for the Lawndale Beat Fixed-Route Transportation System**

## BACKGROUND

Annually, the City has participated in the Los Angeles County Metropolitan Transportation Authority (Metro) National Transit Database (NTD) reporting program. The NTD program is an incentive grant program in which the City reports statistical data for its Lawndale Beat Fixed-route Transportation system to Metro in exchange for Proposition A local return funds. In addition, the Coronavirus Aid, Relief and Economic Safety (CARES) Act provides funding for agencies with City-supported transportation services that have been affected by the COVID-19 pandemic.

## STAFF REVIEW

In June 2019, the City completed a successful audit of the Lawndale Beat motor bus transportation system for FY 2018-19. The results of the audit produced no findings.

As a result, the City has been awarded \$33,858.00 by Metro for said reporting year. In addition, the City has been awarded \$16,097.00 in CARES Act funding as a means to provide monetary relief to the City for the effects of the COVID-19 pandemic on the City's transportation system. In total, the City has been awarded \$49,955.00 in Proposition A transportation-related funding.

The funds received from Metro are strictly Proposition A eligible funds and must be used on Proposition A eligible projects such as, but certainly not limited to: bus stop improvements, bus benches, trash receptacles, route signage, street and sidewalk repairs, vehicles, vehicle upgrades, etc.

As an example of how this funding has been used in the past, in July 2020, \$30,000.00 in Proposition A funding was used to repair a small street segment adjacent to a Metro bus stop on the west side of Hawthorne Boulevard about 100 feet south of Rosecrans Avenue.

The Memorandum of Understanding (MOU) is received at this time because the award of funds for a successful audit lags approximately two years behind the actual date of the respective fiscal year audit.

Once the attached MOU is fully executed and Metro is invoiced by the City, funding will be released to the City electronically by Metro.

City Council Meeting – August 2, 2021

Memorandum of Understanding to Accept Local Return Funds and CARES Act Funding for the Lawndale Beat Fixed-Route Transportation System

**Future Funding For FY 2019-20:**

The Lawndale Beat Fixed-route Transportation system was suspended on May 4, 2020 due to the COVID-19 pandemic and is still suspended as of this writing. Therefore, it is projected that funding for Fiscal Year 2019-20 will be reduced by approximately 17% as revenues are determined by revenue miles (miles driven while under contract with the City's designated operator). The City's anticipated revenue for FY 2019-20 is projected to be approximately \$28,000 in Proposition A transportation-eligible funding as opposed to the traditional \$34,000 the City is typically awarded for a full year of transportation for revenue miles for both the express and residential routes.

**Future Funding for FY 2020-21:**

Since the service was suspended for the entire Fiscal Year 2020-21, the City will not be eligible for Proposition A transportation-eligible funding as the system did not accrue any revenue miles during Fiscal Year 2020-21.

**Future Funding Beyond FY 2020-21:**

If the City Council determines that the Lawndale Beat Fixed-route Transportation system will return at some point absent the Express Route as has been previously discussed, the system's revenue miles will decrease approximately 50% and future Proposition A transportation-eligible funding will be decreased accordingly and future funding levels will decrease to approximately \$17,000.00 per fiscal year based upon a full year(s) of revenue miles for the Residential Route.

**LEGAL REVIEW**

None.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that the City Council: 1) approve the attached Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority to accept \$49,955.00 of Proposition A local return funds and CARES Act funding; and 2) authorize the Mayor or City Manager to execute the MOU on behalf of the City.

Attachments: Memorandum of Understanding for Reporting Transportation Data to Metro  
Metro Local Return Funds Disbursement Schedule for FY 2018-19

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM  
MEMORANDUM OF UNDERSTANDING  
FOR COLLECTING AND REPORTING DATA FOR THE  
NATIONAL TRANSIT DATABASE  
FOR REPORT YEAR 2019**

This Memorandum of Understanding (MOU) is entered into as of March 1, 2021 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Lawndale (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its September 24, 2020 Board meeting, LACMTA approved the Fiscal Year FY 2020-21 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2018-19. It also included supplemental funding for the City as CARES Act Equivalent funds to support transportation programs that are impacted by the COVID-19 crisis; and

WHEREAS, the City has voluntarily submitted their FY2018-19 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2018-19 Report Year (the "Project"); and

WHEREAS, on December 27, 2020, the Federal Transit Administration (FTA) published in the Federal Register the FY 2020-21 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

**ARTICLE 1.           TERM**

- 1.0 This Memorandum of Understanding (“MOU”) will be in effect from **March 1, 2021**, through **June 30, 2024** at which time all unused funds shall lapse.

**ARTICLE 2. STANDARDS**

- 2.0 To receive payment for the submittal of the FY 2018-19 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
  - B. Prepared and submitted the FY 2018-19 **ANNUAL NTD REPORT** of the City’s fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2019**;

**ARTICLE 3. PAYMENT OF FUNDS TO CITY**

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2018-19 NTD statistics. LACMTA shall pay the City for submitting the FY 2018-19 **ANNUAL NTD REPORT** for the applicable transit services as follows:

**MOTOR BUS SERVICE**

For City’s motor bus service, LACMTA shall pay an amount equal to the 78,009 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$ 0.434030161 per revenue vehicle mile. See Attachment A for detail.

**CARES ACT EQUIVALENT SUPPLEMENTAL FUNDING**

LACMTA shall pay up to \$ 16,097 in CARES Act equivalent Program Funds to support transit programs that are impacted by the COVID-19 pandemic.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2024**, in the amount of **\$49,955** in order to receive its payment described above.

- 3.2 **INVOICE BY CITY:**

**Send invoice with supporting documentation to:**

Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P. O. Box 512296  
Los Angeles, CA 90051-0296  
accountspayable@metro.net

Re: LACMTA MOU# MOUPAILAWN21000 M.S. Chelsea Meister (99-4-3)

**ARTICLE 4. CONDITIONS**

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

**ARTICLE 5. REMEDIES**

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

**ARTICLE 6. MISCELLANEOUS**

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

**ARTICLE 7. CONTACT INFORMATION**

- 7.0 LACMTA's Address:  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Chelsea Meister (99-4-3)
- 7.1 City's Address:  
Lawndale  
Lawndale Community Services Department: 14700 Burin Ave.,  
Lawndale, CA 90260  
Attn: Mike Estes  
MEstes@lawndalecity.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:  
City of Lawndale

Los Angeles County Metropolitan  
Transportation Authority

\_\_\_\_\_  
Mayor/City Manager

By: \_\_\_\_\_  
STEPHANIE N. WIGGINS  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By: \_\_\_\_\_  
Legal Counsel

By:   
Deputy

Date: \_\_\_\_\_

Date: 6/25/2021

ATTACHMENT A  
LACMTA Voluntary NTD Reporting Program for FY19  
Using FY21 FTA Formula Programs Apportionment Data Values

| Jurisdiction                  | MODE    | Number of Vehicles in Operation | Total Vehicle Revenue Miles | \$ from VRM      | Tier II Operator Deduction | CARES Allocation Amount | Total (\$) Due to Jurisdiction |
|-------------------------------|---------|---------------------------------|-----------------------------|------------------|----------------------------|-------------------------|--------------------------------|
| Alhambra                      | MB      | 9                               | 163,365                     | 70,905.34        |                            | 55,520                  | 126,425                        |
| Alhambra                      | DR      | 8                               | 105,693                     | 45,873.95        |                            |                         | 45,874                         |
| Artesia                       | DR (DT) | 5                               | 12,365                      | 5,366.78         |                            | 2,552                   | 7,918                          |
| Azusa                         | DR      | 6                               | 93,057                      | 40,389.54        |                            | 19,202                  | 59,592                         |
| Baldwin Park                  | MB      | 6                               | 197,853                     | 85,874.17        |                            | 48,244                  | 134,118                        |
| Baldwin Park                  | DR      | 2                               | 35,944                      | 15,600.78        |                            |                         | 15,601                         |
| Bell                          | MB      | 1                               | 33,682                      | 14,619.00        |                            | 11,416                  | 26,035                         |
| Bell                          | DT      | 5                               | 9,571                       | 4,154.10         |                            |                         | 4,154                          |
| Bell                          | DR      | 3                               | 12,288                      | 5,333.36         |                            |                         | 5,333                          |
| Bellflower                    | MB      | 2                               | 70,606                      | 30,645.13        |                            | 30,268                  | 60,913                         |
| Bellflower                    | DR      | 2                               | 24,073                      | 10,448.41        |                            |                         | 10,448                         |
| Bell Gardens                  | MB      | 3                               | 98,467                      | 42,737.65        |                            | 19,537                  | 62,275                         |
| Bell Gardens                  | DR      | 3                               | 48,214                      | 20,926.33        |                            |                         | 20,926                         |
| Burbank                       | MB      | 14                              | 304,648                     | 132,226.42       | (19,585)                   | 54,053                  | 166,694                        |
| Calabasas                     | MB      | 11                              | 107,286                     | 46,565.36        |                            | 25,220                  | 71,785                         |
| Calabasas                     | DR      | 1                               | 14,932                      | 6,480.94         |                            |                         | 6,481                          |
| Carson                        | MB      | 7                               | 341,180                     | 148,082.41       |                            | 89,908                  | 237,990                        |
| Carson                        | DT      | 8                               | 94,528                      | 41,028.00        |                            |                         | 41,028                         |
| Cerritos                      | MB      | 5                               | 175,292                     | 76,082.02        |                            | 48,993                  | 125,075                        |
| Cerritos                      | DR      | 10                              | 62,137                      | 26,969.33        |                            |                         | 26,969                         |
| Compton                       | MB      | 5                               | 129,101                     | 56,033.73        |                            | 26,640                  | 82,674                         |
| Compton                       | DR      | 2                               | 23,215                      | 10,076.01        |                            |                         | 10,076                         |
| Covina                        | DR      | 4                               | 61,104                      | 26,520.98        |                            | 12,609                  | 39,130                         |
| Cudahy                        | MB      | 1                               | 34,209                      | 14,847.74        |                            | 11,468                  | 26,316                         |
| Cudahy                        | DT      | 5                               | 21,369                      | 9,274.79         |                            |                         | 9,275                          |
| Downey                        | MB      | 7                               | 118,397                     | 51,387.87        |                            | 41,408                  | 92,796                         |
| Downey                        | DR      | 16                              | 84,689                      | 36,757.58        |                            |                         | 36,758                         |
| Duarte                        | MB      | 2                               | 59,411                      | 25,786.17        |                            | 12,259                  | 38,046                         |
| El Monte                      | MB      | 7                               | 218,362                     | 94,775.69        |                            | 61,476                  | 156,251                        |
| El Monte                      | DR      | 6                               | 79,558                      | 34,530.57        |                            |                         | 34,531                         |
| Glendora                      | MB      | 3                               | 79,982                      | 34,714.60        |                            | 37,227                  | 71,942                         |
| Glendora                      | DR      | 10                              | 100,427                     | 43,588.35        |                            |                         | 43,588                         |
| Huntington Park               | MB      | 5                               | 146,581                     | 63,620.58        |                            | 51,501                  | 115,122                        |
| Huntington Park               | DT      | 13                              | 103,002                     | 44,705.97        |                            |                         | 44,706                         |
| LACDPWAvocado                 | MB      | 1                               | 38,830                      | 16,853.39        |                            | 8,013                   | 24,866                         |
| LACDPWELA                     | MB      | 6                               | 245,575                     | 106,586.96       |                            | 65,330                  | 171,917                        |
| LACDPWELA                     | DR      | 7                               | 71,025                      | 30,826.99        |                            |                         | 30,827                         |
| LACDPWEast Valinda            | MB      | 1                               | 43,730                      | 18,980.14        |                            | 9,024                   | 28,004                         |
| LACDPWKing Medical            | MB      | 1                               | 35,115                      | 15,240.97        |                            | 7,246                   | 22,487                         |
| LACDPWWillowbrook Shuttle     | MB      | 2                               | 82,222                      | 35,686.83        |                            | 16,966                  | 52,653                         |
| LACDPWS.Whittier              | MB      | 4                               | 201,891                     | 87,626.78        |                            | 41,660                  | 129,287                        |
| LACDPWAthens                  | MB      | 1                               | 36,503                      | 15,843.40        |                            | 7,532                   | 23,376                         |
| LACDPWLennox                  | MB      |                                 | 28,372                      | 12,314.30        |                            | 5,855                   | 18,169                         |
| LACDPWFloranceFirestone       | MB      | 2                               | 55,886                      | 24,256.21        |                            | 11,532                  | 35,788                         |
| Lakewood                      | DR      | 12                              | 72,437                      | 31,439.84        |                            | 14,947                  | 46,387                         |
| Lawndale                      | MB      | 2                               | 78,009                      | 33,858.26        |                            | 16,097                  | 49,955                         |
| Lynwood                       | MB      | 4                               | 135,363                     | 58,751.62        |                            | 27,932                  | 86,684                         |
| Malibu                        | DT      | 9                               | 8,341                       | 3,620.25         |                            | 1,721                   | 5,341                          |
| ManhattanBeach                | DR      | 4                               | 49,661                      | 21,554.37        |                            | 10,248                  | 31,802                         |
| Maywood                       | MB      | 2                               | 32,141                      | 13,950.16        |                            | 11,775                  | 25,725                         |
| Maywood                       | DR      | 2                               | 24,921                      | 10,816.47        |                            |                         | 10,816                         |
| MontereyPark                  | MB      | 6                               | 216,113                     | 93,799.56        |                            | 49,674                  | 143,473                        |
| MontereyPark                  | DR      | 3                               | 24,613                      | 10,682.78        |                            |                         | 10,683                         |
| Pico Rivera                   | DR      | 3                               | 20,407                      | 8,857.25         |                            | 4,211                   | 13,068                         |
| Rosemead                      | MB      | 2                               | 116,781                     | 50,686.48        |                            | 36,069                  | 86,755                         |
| Rosemead                      | DR      | 3                               | 42,075                      | 18,261.82        |                            |                         | 18,262                         |
| Santa Fe Springs              | DR      | 2                               | 21,042                      | 9,132.86         |                            | 4,342                   | 13,475                         |
| South Gate                    | MB      | 5                               | 165,760                     | 71,944.84        |                            | 72,143                  | 144,088                        |
| South Gate                    | DT      | 9                               | 183,856                     | 79,799.05        |                            |                         | 79,799                         |
| SouthPasadena                 | DR      | 5                               | 35,287                      | 15,315.62        |                            | 7,281                   | 22,597                         |
| WestCovina                    | MB      | 4                               | 164,469                     | 71,384.51        |                            | 46,486                  | 117,871                        |
| WestCovina                    | DR      | 4                               | 60,810                      | 26,393.37        |                            |                         | 26,393                         |
| West Hollywood                | MB      | 4                               | 104,163                     | 45,210           |                            | 23,765                  | 68,975                         |
| <b>Total</b>                  |         | <b>307</b>                      | <b>5,555,823</b>            | <b>2,411,395</b> | <b>(19,585)</b>            |                         | <b>3,527,393</b>               |
| <b>FY21 Revenue Mile Rate</b> |         |                                 | <b>0.434030161</b>          |                  |                            |                         |                                |



# CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: August 2, 2021

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

PREPARED BY: Raylette Felton, Assistant to the City Manager/ Human Resources Director 

SUBJECT: Consideration of Claims for Damage against the City

## BACKGROUND

The City of Lawndale received a claim for property damage filed by Alberto Ortega (Claimant) on March 22, 2021. The claim filed alleged that on February 17, 2021, the front window of their personal vehicle was damaged by an object that fell from a light fixture while waiting for a light signal change on the northwest corner of Inglewood Avenue and Marine Avenue.

On January 6, 2021, the City received a personal injury claim filed by Anthony Liberatore, Esq., A. Liberatore, representing Gloria Garay (Claimant). The claimant alleged that on August 14, 2020, she tripped and fell on an elevated sidewalk at Avis Avenue and W. 145th Street.

## STAFF REVIEW

The filed claims were referred to the City's third party claims administrator, Carl Warren & Company, for review and investigation. Based on the investigations completed by Carl Warren, it was determined that liability for the claims could not be assigned to the City. As a result, Carl Warren recommends that the City reject the claims as filed.

## LEGAL REVIEW

N/A

## RECOMMENDATION

Staff recommends that the City Council reject the claims filed by Alfredo Ortega and Gloria Garay and instruct staff to process the appropriate correspondence to the claimants.

Attachments: 1) Claim for Damages to Person or Property and Rejection Notice – Alfredo Ortega  
(3011109 - JBG)

2) Claim for Damages to Person or Property and Rejection Notice – Gloria Garay  
(3007954 - LMG)



**CARL WARREN & COMPANY**  
Claims Management and Solutions

July 14, 2021

TO: City of Lawndale

ATTENTION: Raylette Felton

RE: Claim : Alfredo Ortega V. Lawndale  
Claimant : Alfredo Ortega  
Member : City of Lawndale  
Date Rec'd by Mbr : 03/22/2021  
Date of Event : 02/17/2021  
CW File Number : 3011109 JBG

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION:** *Send a standard rejection letter to the claimant*

Please include a proof of mailing with your rejection notice to the claimant. Please provide us with a copy of the Notice of Rejection and copy of Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

CARL WARREN & COMPANY  
*Janice Baluyut*  
Janice Baluyut  
Claims Examiner



**CITY OF LAWDALE**  
**CLAIM FOR DAMAGES TO PERSON OR PROPERTY**

Reserve for Filing Stamp

File with the City Clerk  
14717 Burin Ave., Lawndale, CA 90260  
(310) 973-3200, Fax: (310) 644-4556

21 MAR 22 11:55AM

Claim No.: \_\_\_\_\_

**Instructions:**

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim form before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with the City Clerk. (Gov. Code Sec. 915a)

| CITY OF LAWDALE             |                       |                             |               |
|-----------------------------|-----------------------|-----------------------------|---------------|
| Claimant's Name             | <u>Alfredo Ortega</u> | Claimant's Occupation       | <u>Artist</u> |
| Claimant's Home Address     | [REDACTED]            | Claimant's Home Phone #     | [REDACTED]    |
| Claimant's Business Address | [REDACTED]            | Claimant's Business Phone # | [REDACTED]    |

Address and telephone number to which you desire notices or communications to be sent regarding this claim:

[REDACTED]

When did DAMAGE or INJURY occur? Date: 2/17/20 Time: 4:00 pm  
 If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: \_\_\_\_\_  
 Names of any city employees involved in INJURY or DAMAGE

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks:

This Damage to my car occurred on the Northwest corner of Inglewood blvd & Marine.

Describe in detail how the DAMAGE or INJURY occurred.

I was ~~parked~~ waiting for the light to turn Green and a big yellow thing fell from the light post and shattered my front window

Why do you claim the city is responsible?

I was just sitting in my car. My car was not in motion and I believe the city is responsible for this light fixture being faulty and not secure.

Describe in detail each INJURY or DAMAGE

Shattered front window

The amount claimed, as of the date of presentation of this claim, is computed as follows:

|                                                               |           |                                                |           |
|---------------------------------------------------------------|-----------|------------------------------------------------|-----------|
| Damages incurred to date (exact):                             | \$        | Estimated prospective damages as far as known: | \$        |
| Damage to property                                            | \$ 383.24 | Future expenses for medical and hospital care  | \$ N/A    |
| Expenses for medical and hospital care                        | \$ N/A    | Future loss of earnings                        | \$ N/A    |
| Loss of Earnings                                              | \$ N/A    | Other prospective special damages              | \$ N/A    |
| Special Damages for                                           | \$ N/A    | Prospective general damages                    | \$ N/A    |
|                                                               |           | Total estimate prospective damages             | \$ N/A    |
| General Damages                                               | \$        |                                                |           |
| Total Damages incurred to date                                | \$        |                                                |           |
| Total amount claimed as of date of presentation of this claim |           |                                                | \$ 383.24 |

Was damage and/or injury investigated by police? NO If so, what city? \_\_\_\_\_ File #: \_\_\_\_\_

Were paramedics or ambulance called? NO If so, name city or ambulance \_\_\_\_\_

If injured, state date, time, \_\_\_\_\_

name and address of doctor of your first visit \_\_\_\_\_

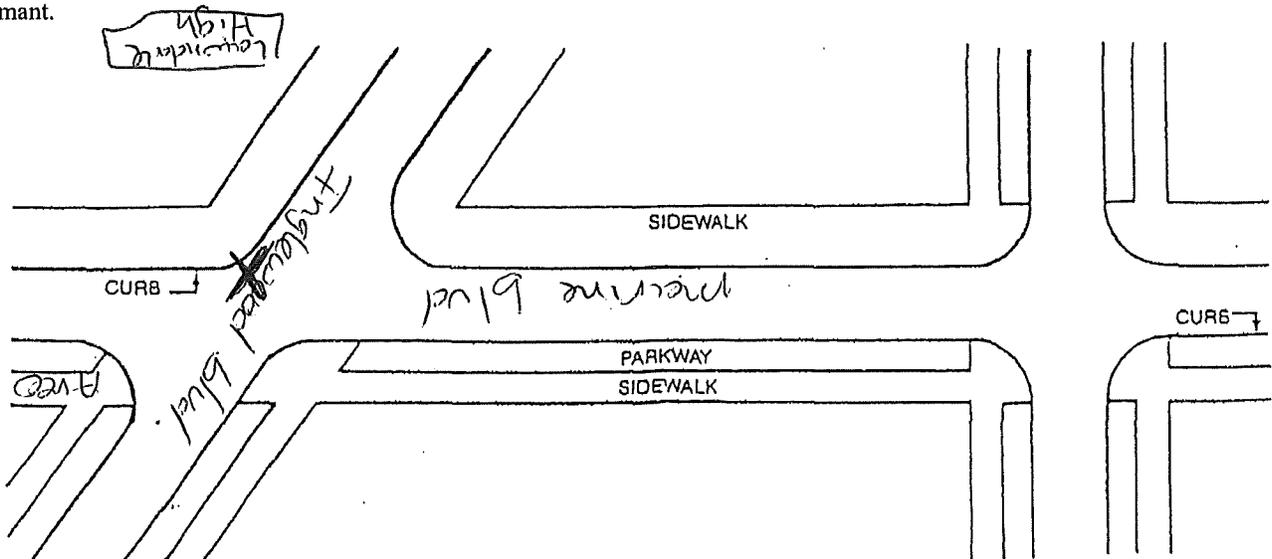
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name Jesse Valle Address \_\_\_\_\_ Phone [REDACTED]  
 Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

DOCTORS and HOSPITALS:

Hospital \_\_\_\_\_ Address \_\_\_\_\_ Date of Hospitalization \_\_\_\_\_  
 Doctor \_\_\_\_\_ Address \_\_\_\_\_ Date of Treatment \_\_\_\_\_  
 Doctor \_\_\_\_\_ Address \_\_\_\_\_ Date of Treatment \_\_\_\_\_

For all accident claims place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If city vehicle was involved, designate by letter "A" location of city vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw city vehicle; location of city vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X". NOTE: if diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his/her behalf giving relationship to Claimant:

Typed/Printed Name

Date

[REDACTED]

Alfredo Ortega

3/17/2021



**CARL WARREN & COMPANY**  
Claims Management and Solutions

A  **VENBROOK** Company

July 28, 2021

TO: City of Lawndale

ATTENTION: Raylette Felton

|               |   |                    |
|---------------|---|--------------------|
| RE: Claim     | : | Garay vs. Lawndale |
| Claimant      | : | Gloria Garay       |
| Date of Event | : | 8-14-2020          |
| Claim Number  | : | 3007954 LMG        |

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION: Send a standard rejection letter to the claimant's attorney.**

Please include a Proof of Mailing with your rejection notice to the claimant. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned supervisor.

Very Truly Yours,

CARL WARREN & CO.

Emily Gutierrez  
Claims Supervisor



**CITY OF LAWNDALE  
CLAIM FOR DAMAGES TO PERSON OR PROPERTY**

Reserve for Filing Stamp

File with the City Clerk  
14717 Burin Ave., Lawndale, CA 90260  
(310) 973-3200, Fax: (310) 644-4556

21 JAN 6 5:26PM

Claim No.: \_\_\_\_\_

**Instructions:**

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim form before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with the City Clerk. (Gov. Code Sec. 915a)

| CITY OF LAWNDALE            |              |                             |               |
|-----------------------------|--------------|-----------------------------|---------------|
| Claimant's Name             | Gloria Garay | Claimant's Occupation       | School Worker |
| Claimant's Home Address     | [REDACTED]   | Claimant's Home Phone #     | [REDACTED]    |
| Claimant's Business Address | N/A          | Claimant's Business Phone # | N/A           |

Address and telephone number to which you desire notices or communications to be sent regarding this claim:

*Attention: Anthony Liberatore, Esq., A. LIBERATORE, P.C., 100 Wilshire Blvd., Suite 700, Santa Monica, CA 90401*

When did DAMAGE or INJURY occur? Date: 8/14/20 Time: 4:45 pm

If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: \_\_\_\_\_

Names of any city employees involved in INJURY or DAMAGE

*Unknown*

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks:

*In the City of Lawndale, the east sidewalk on Avis Avenue, approximately 30 feet south of the intersection with W. 145th Street. (See photo.)*

Describe in detail how the DAMAGE or INJURY occurred.

*Claimant was caused to fall while walking at the above time and place because of the dangerous condition of public property. The condition was further concealed due to neglect of the adjoining trees such that debris covered portions of the sidewalk.*

Why do you claim the city is responsible?

*The City of Lawndale (CITY) performed works of improvement on the subject sidewalk. The attached photograph shows the hazard - the mis-leveled sidewalk - (hereinafter "Dangerous Condition") which exists on Avis Avenue just South of W. 145th Street. The Dangerous Condition runs parallel with Avis Avenue.*

*The CITY was required to maintain the surface of the walkway in an unobstructed manner and in a way that did not pose a threat of injury to members of the public using the walkway as expected and in a manner that was reasonably foreseeable. (See attachment.)*

Describe in detail each INJURY or DAMAGE

*Left humerus fracture, and abrasions, scrapes, trauma to arms and hands.*

The amount claimed, as of the date of presentation of this claim, is computed as follows:

|                                                               |           |                                                |                                                                              |
|---------------------------------------------------------------|-----------|------------------------------------------------|------------------------------------------------------------------------------|
| Damages incurred to date (exact):                             | \$        | Estimated prospective damages as far as known: | \$ Unknown                                                                   |
| Damage to property                                            | \$        | Future expenses for medical and hospital care  | \$ by law                                                                    |
| Expenses for medical and hospital care                        | \$ 40,000 | Future loss of earnings                        | \$ by law                                                                    |
| Loss of Earnings                                              | \$ 15,000 | Other prospective special damages              | \$ by law                                                                    |
| Special Damages for                                           | \$ by law | Prospective general damages                    | \$ by law                                                                    |
|                                                               |           | Total estimate prospective damages             | \$                                                                           |
| General Damages                                               | \$ by law |                                                |                                                                              |
| Total Damages incurred to date                                | \$        |                                                |                                                                              |
| Total amount claimed as of date of presentation of this claim |           |                                                | \$ In excess of min. jurisdictional requirements of unlimited Superior Court |

Was damage and/or injury investigated by police? No If so, what city? \_\_\_\_\_ File #: \_\_\_\_\_

Were paramedics or ambulance called? Yes If so, name city or ambulance Westmed dba McCormick Ambulance

If injured, state date, time, 08/14/2020 at 4:45 p.m.

name and address of doctor of your first visit Memorial Hospital of Gardena

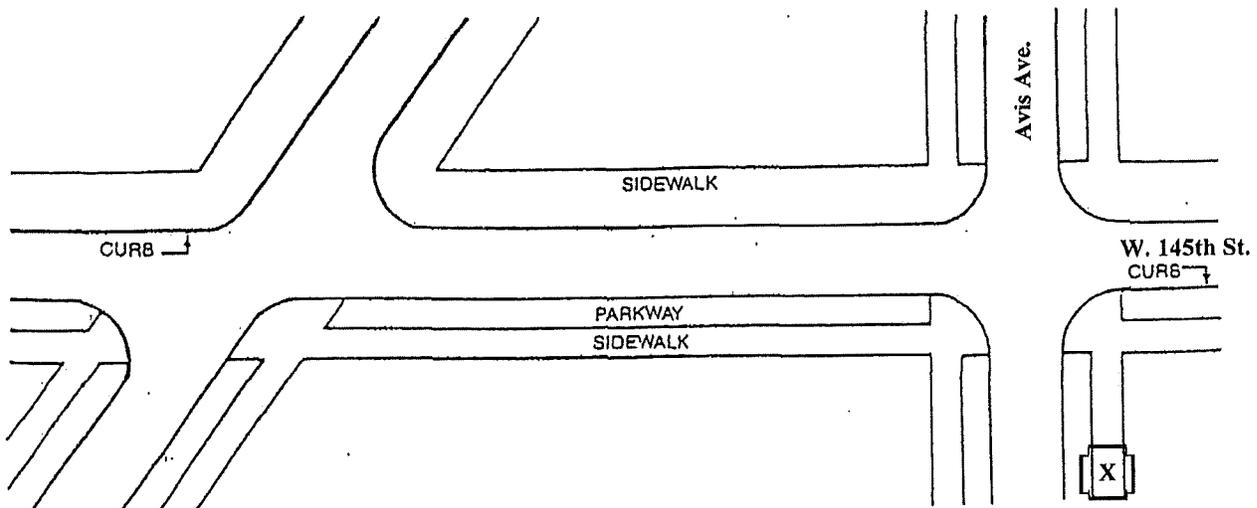
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

|                             |                             |                         |
|-----------------------------|-----------------------------|-------------------------|
| Name _____                  | Address _____               | Phone _____             |
| Name <u>Yantra Guardado</u> | Address <u>Lawndale, CA</u> | Phone <u>[REDACTED]</u> |
| Name _____                  | Address _____               | Phone _____             |

DOCTORS and HOSPITALS:

|                                     |                                                         |                                        |
|-------------------------------------|---------------------------------------------------------|----------------------------------------|
| Hospital <u>Holy Cross Hospital</u> | Address <u>1145 W. Redondo Beach Blvd., Gardena, CA</u> | Date of Hospitalization <u>8/14/20</u> |
| Doctor <u>Torrance Mem Med Cent</u> | Address <u>3330 Lomita Ave., Torrance, CA</u>           | Date of Treatment <u>8/15/20</u>       |
| Doctor <u>Redondo ER Physicians</u> | Address <u>1145 W. Redondo Beach Blvd., Gardena, CA</u> | Date of Treatment <u>8/14/20</u>       |

For all accident claims place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If city vehicle was involved, designate by letter "A" location of city vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw city vehicle; location of city vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X". NOTE: if diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his/her behalf giving relationship to Claimant:

Typed/Printed Name

Date

Anthony A. Liberatore, Esq.

[REDACTED]

1/6/21

**RESOLUTION NO. CC-2108-031**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWDALE, CALIFORNIA  
AUTHORIZING CERTAIN CLAIMS AND DEMANDS  
IN THE SUM OF \$791,717.04**

THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

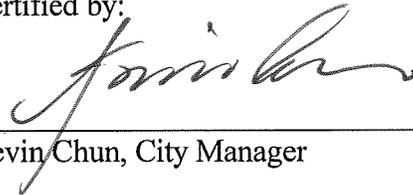
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the City Manager, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

SECTION 2. That the following claims and demands have been audited as required by law, and that appropriations for these claims and demands are included in the annual budget as approved by the City Council.

SECTION 3. That the claims and demands paid by check numbers 201484 through 201549 for the aggregate total of \$791,717.04 are hereby authorized.

Effective Date: August 2<sup>nd</sup>, 2021

Certified by:



Kevin Chun, City Manager

PASSED, APPROVED AND ADOPTED this 2<sup>nd</sup> day of August, 2021.

Robert Pullen-Miles, Mayor

ATTEST:

State of California )  
County of Los Angeles ) SS  
City of Lawndale )

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2108-031 at a regular meeting of said Council held on the 2<sup>nd</sup> day of August, 2021, by the following roll call vote:

| Name                       | Voting |    | Present, Not Voting |                   | Absent |
|----------------------------|--------|----|---------------------|-------------------|--------|
|                            | Aye    | No | Abstain             | Not Participating |        |
| Robert Pullen-Miles, Mayor |        |    |                     |                   |        |
| Pat Kearney, Mayor Pro Tem |        |    |                     |                   |        |
| Rhonda Hofmann Gorman      |        |    |                     |                   |        |
| Sirley Cuevas              |        |    |                     |                   |        |
| Bernadette Suarez          |        |    |                     |                   |        |

\_\_\_\_\_  
Erica Harbison, City Clerk

**City of Lawndale**  
**Summary of Audited Claims and Demands**

**Claims and Demands Paid By Check:**

| Check Date          | Check Number |        | Aggregate Total   |
|---------------------|--------------|--------|-------------------|
|                     | Beginning    | Ending |                   |
| 7/15/2021           | 201484       | 201513 | 87,983.39         |
| 7/22/2021           | 201514       | 201549 | 703,733.65        |
| <b>Total Checks</b> |              |        | <b>791,717.04</b> |

\*Check # 201522 is a reissuance of previously approved check # 201384.

**Claims and Demands Paid By Electronic ACH Transfer:**

| Date                      | Name of Payee | Description | Amount      |
|---------------------------|---------------|-------------|-------------|
| <b>Total ACH Payments</b> |               |             | <b>0.00</b> |

**Total Audited Claims and Demands Paid** **791,717.04**

Check Register Report

Date: 07/15/2021  
 Time: 7:59 am  
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

| Check Number                       | Check Date | Status  | Void/Stop Date | Vendor Number | Vendor Name                    | Check Description              | Amount    |
|------------------------------------|------------|---------|----------------|---------------|--------------------------------|--------------------------------|-----------|
| <b>WELLS FARGO BANK N.A Checks</b> |            |         |                |               |                                |                                |           |
| 201484                             | 07/15/2021 | Printed |                | 7797          | AVIEL BARSHISHAT               | SECURITY DEPOSIT REFUND        | 240.00    |
| 201485                             | 07/15/2021 | Printed |                | 6608          | BELLAGIO CAR WASH              | CAR WASH - JUNE 2021           | 285.00    |
| 201486                             | 07/15/2021 | Printed |                | 0218          | DEPARTMENT OF JUSTICE          | FINGERPRINTING APPS(2)-JUNE-21 | 64.00     |
| 201487                             | 07/15/2021 | Printed |                | 5702          | DIV OF THE STATE ARCHITECT     | Q2 2021 CASP FEE REPORT        | 127.00    |
| 201488                             | 07/15/2021 | Printed |                | 7767          | ERICK ESCAMILLA                | PLANNING COMMISSION STIPEND    | 50.00     |
| 201489                             | 07/15/2021 | Printed |                | 4811          | GEO PLASTICS                   | 11 QUART OIL FILTER            | 3,360.25  |
| 201490                             | 07/15/2021 | Printed |                | 0441          | GOLDEN STATE WATER CO.         | WATER USAGE SERVICES           | 14,363.84 |
| 201491                             | 07/15/2021 | Printed |                | 7791          | GOVERNMENTAL FINANCIAL SVCS    | CONSULTING SVCS - BUDGET & FIN | 16,310.00 |
| 201492                             | 07/15/2021 | Printed |                | 6231          | GREENLAND SUPPLY INC.          | IRRIGATION SUPPLIES            | 161.15    |
| 201493                             | 07/15/2021 | Printed |                | 7362          | LA UNIFORMS & TAILORING        | UNIFORMS & BOOTS               | 2,418.16  |
| 201494                             | 07/15/2021 | Printed |                | 0325          | LIEBERT CASSIDY WHITMORE       | MEMBERSHIP 21/22 - SOUTH BAY   | 3,515.00  |
| 201495                             | 07/15/2021 | Printed |                | 6134          | JOHN MARTINEZ                  | PLANNING COMMISSION STIPEND    | 100.00    |
| 201496                             | 07/15/2021 | Printed |                | 0367          | OFFICE DEPOT                   | OFFICE SUPPLIES                | 883.23    |
| 201497                             | 07/15/2021 | Printed |                | 7798          | BAUDELIA OROZCO                | SECURITY DEPOSIT REFUND        | 312.00    |
| 201498                             | 07/15/2021 | Printed |                | 1140          | PACIFIC TIRE SERVICE           | TIRE REPAIR                    | 15.00     |
| 201499                             | 07/15/2021 | Printed |                | 7764          | NI KAL S. PRICE                | PLANNING COMMISSION STIPEND    | 100.00    |
| 201500                             | 07/15/2021 | Printed |                | 5068A         | QUADIENT FINANCE USA INC       | POSTAGE USAGE FOR CITY HALL    | 1,560.76  |
| 201501                             | 07/15/2021 | Printed |                | 5895          | RICOH USA INC                  | USAGE CHARGES FOR COPIER       | 2,415.60  |
| 201502                             | 07/15/2021 | Printed |                | 7799          | ROYALTY ROOFING                | SECURITY DEPOSIT REFUND        | 156.00    |
| 201503                             | 07/15/2021 | Printed |                | 7800          | STEVE DAVID SHEPARD            | SECURITY DEPOSIT REFUND        | 330.00    |
| 201504                             | 07/15/2021 | Printed |                | 2051          | MADONNA SITKA                  | PLANNING COMMISSION STIPEND    | 100.00    |
| 201505                             | 07/15/2021 | Printed |                | 6680          | SCOTT SMITH                    | PLANNING COMMISSION STIPEND    | 100.00    |
| 201506                             | 07/15/2021 | Printed |                | 3094          | SOUTH BAY CENTER FOR DISPUTE   | QUARTERLY OPERATION FEE        | 1,161.00  |
| 201507                             | 07/15/2021 | Printed |                | 4533          | SOUTH BAY LANDSCAPING INC      | LANDSCAPING MAINTENANCE SVCS.  | 18,575.00 |
| 201508                             | 07/15/2021 | Printed |                | 0439          | SOUTHERN CALIFORNIA EDISON CO. | UTILITIES ELECTRICITY          | 13,542.24 |
| 201509                             | 07/15/2021 | Printed |                | 0440          | SOUTHERN CALIFORNIA GAS CO.    | UTILITY GAS CHARGES            | 453.66    |
| 201510                             | 07/15/2021 | Printed |                | 0211          | SOUTHERN CALIFORNIA NEWS GROUP | LEGAL ADS                      | 272.76    |
| 201511                             | 07/15/2021 | Printed |                | 0444          | SPCA LA                        | ANIMAL SHELTERING SERVICES     | 6,265.00  |
| 201512                             | 07/15/2021 | Printed |                | 0462          | TODD PIPE & SUPPLY-HAWTHORNE   | PLUMBING SUPPLIES              | 96.53     |
| 201513                             | 07/15/2021 | Printed |                | 3373          | VERIZON WIRELESS               | CELL PHONE SERVICES            | 650.21    |

Total Checks: 30

Checks Total (excluding void checks): 87,983.39

Total Payments: 30

Bank Total (excluding void checks): 87,983.39

Total Payments: 30

Grand Total (excluding void checks): 87,983.39

Check Register Report

Date: 07/21/2021  
 Time: 2:40 pm  
 Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

| Check Number                       | Check Date | Status  | Void/Stop Date | Vendor Number | Vendor Name                    | Check Description              | Amount     |
|------------------------------------|------------|---------|----------------|---------------|--------------------------------|--------------------------------|------------|
| <b>WELLS FARGO BANK N.A Checks</b> |            |         |                |               |                                |                                |            |
| 201514                             | 07/22/2021 | Printed |                | 1541          | ALESHIRE & WYNDR, LLP          | LEGAL SERVICES - JUNE 2021     | 4,519.35   |
| 201515                             | 07/22/2021 | Printed |                | 4185-WEST     | AMERICAN STRUCTURAL PEST       | MONTHLY PEST CONTROL -         | 170.00     |
| 201516                             | 07/22/2021 | Printed |                | 7470          | ARAMARK REFRESHMENT SVCS LLC   | COFFE SUPPLIES FOR P.W. D.     | 51.42      |
| 201517                             | 07/22/2021 | Printed |                | 0372C         | AT & T - CALNET3               | PHONE CHARGES                  | 2,105.30   |
| 201518                             | 07/22/2021 | Printed |                | 1056          | AT&T GLOBAL SERVICES, INC.     | TELEPHONE SYSTEM MAINTENANCE   | 865.67     |
| 201519                             | 07/22/2021 | Printed |                | 4333          | CALIF BLDG STANDARDS COMMISSIO | SURCHARGE QTR ENDING 6-30-2021 | 103.00     |
| 201520                             | 07/22/2021 | Printed |                | 7223          | CHRISTINA CARROLL              | PRSSC MEETING STIPEND          | 50.00      |
| 201521                             | 07/22/2021 | Printed |                | 7395          | CASE LAND SURVERYING INC       | PLAN CHECK & PARCEL MAP FEE    | 1,250.00   |
| 201522                             | 07/22/2021 | Printed |                | 7788          | CASTRO'S RUFFING INC           | SECURITY DEPOSIT REFUND        | 210.00     |
| 201523                             | 07/22/2021 | Printed |                | 7564          | COLANTUONO, HIGHSMITH, &       | LEGAL SERVICES - PERSONNEL     | 3,467.50   |
| 201524                             | 07/22/2021 | Printed |                | 0219          | COUNTY OF LA DEPT OF PUBLIC WK | MARINE AVE & OSAGE AVE         | 5,398.24   |
| 201525                             | 07/22/2021 | Printed |                | 0216          | DELTA DENTAL                   | JULY 2021 DENTAL INSURANCE-REG | 2,051.14   |
| 201526                             | 07/22/2021 | Printed |                | 0389          | DELTA DENTAL INS               | JULY 2021 DENTAL PREMIUM       | 109.00     |
| 201527                             | 07/22/2021 | Printed |                | 0441          | GOLDEN STATE WATER CO.         | WATER USAGE SERVICES           | 2,793.84   |
| 201528                             | 07/22/2021 | Printed |                | 0329          | L.A. COUNTY ASSESSOR'S OFFICE  | 2 MAPS                         | 12.00      |
| 201529                             | 07/22/2021 | Printed |                | 7801          | IGNATIUS LIN                   | PRSSC MEETING STIPEND          | 50.00      |
| 201530                             | 07/22/2021 | Printed |                | 0308          | LOS ANGELES COUNTY             | PUBLIC SAFETY SERVICES -       | 494,322.29 |
| 201531                             | 07/22/2021 | Printed |                | 0337          | MANAGED HEALTH NETWORK         | EMPLOYEE ASSIST PROGRAM        | 85.69      |
| 201532                             | 07/22/2021 | Printed |                | 7308          | JESSICA MARTINEZ               | PRSSC MEETING STIPEND          | 50.00      |
| 201533                             | 07/22/2021 | Printed |                | 6445          | MICHAEL BAKER INTL, INC        | CDBG CONSULTING SERVICES-      | 3,337.50   |
| 201534                             | 07/22/2021 | Printed |                | 6701          | NEW PIG CORPORATION            | ABSORBENT MATS                 | 957.11     |
| 201535                             | 07/22/2021 | Printed |                | 7227          | OCCUPATIONAL HEALTH CENTERS    | PRE PLACEMENT PHYSICAL         | 90.00      |
| 201536                             | 07/22/2021 | Printed |                | 5020          | PRO SOFTNET CORPORATION        | YEARLY I-BACKUP 5 TB           | 999.50     |
| 201537                             | 07/22/2021 | Printed |                | 7575          | ROGERS, ANDERSON, MALODY &     | BILLING ON FY 20-21 AUDIT      | 5,000.00   |
| 201538                             | 07/22/2021 | Printed |                | 6379          | SHI                            | DESKTOP FOR CYNTHIA R.         | 2,889.31   |
| 201539                             | 07/22/2021 | Printed |                | 4533          | SOUTH BAY LANDSCAPING INC      | ANNUAL CONTRACT-TREE TRIMMING  | 15,210.00  |
| 201540                             | 07/22/2021 | Printed |                | 0211          | SOUTHERN CALIFORNIA NEWS GROUP | LEGAL ADS                      | 435.76     |
| 201541                             | 07/22/2021 | Printed |                | 0346          | SPARKLETTS                     | BOTTLE WATER SERVICE- JUN 2021 | 935.53     |
| 201542                             | 07/22/2021 | Printed |                | 2002          | THE STANDARD, UNIT 22          | LIFE,AD&D,LTD INSURANCE        | 1,455.30   |
| 201543                             | 07/22/2021 | Printed |                | 6790          | U.S. BANK-GLOBAL CORPORATE     | FACILITY LEASE# CIEDB-02-029   | 99,541.38  |
| 201544                             | 07/22/2021 | Printed |                | 6790          | U.S. BANK-GLOBAL CORPORATE     | FACILITY LEASE#CIEDB-BC04-090  | 51,547.87  |
| 201545                             | 07/22/2021 | Printed |                | 3062A         | UNITED RENTALS                 | MESSAGE BOARD RENTAL           | 674.73     |
| 201546                             | 07/22/2021 | Printed |                | 4715          | URBAN FUTURES, INC             | DISCLOSURE/DISSEMINATION SVCS  | 1,790.44   |
| 201547                             | 07/22/2021 | Printed |                | 0479          | VISION SERVICE PLAN            | VISION PREMIUM JULY 2021       | 777.06     |
| 201548                             | 07/22/2021 | Printed |                | 0480          | VISTA PAINT                    | GRAFFITI SUPPLIES              | 377.72     |
| 201549                             | 07/22/2021 | Printed |                | 6697          | DANIEL T WOODS                 | PRSSC MEETING STIPEND          | 50.00      |

Total Checks: 36

Checks Total (excluding void checks): 703,733.65

Total Payments: 36

Bank Total (excluding void checks): 703,733.65

Total Payments: 36

Grand Total (excluding void checks): 703,733.65

**MINUTES OF THE  
LAWNDALE CITY COUNCIL REGULAR MEETING  
July 19, 2021**

**A. CALL TO ORDER AND ROLL CALL**

Mayor Pullen-Miles called the meeting to order at 6:33 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Pat Kearney, Councilmember Bernadette Suarez, Councilmember Rhonda Hofmann Gorman, Councilmember Sirley Cuevas

Other Participants: City Manager Kevin M. Chun, City Attorney Gregory M. Murphy, Los Angeles County Sheriff's Department Captain Duane Allen, Community Services Director Mike Estes, Assistant to the City Manager/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Community Development Director Sean Moore, Assistant City Clerk Matthew Ceballos, Public Works Director Julian Lee

**B. CEREMONIALS**

Councilmember Bernadette Suarez led the flag salute and Pastor Maximillian Youell and Korra Hightower, Restoration Life Church, provided the inspiration.

**C. PUBLIC SAFETY REPORT**

Captain Duane Allen summarized the recent law enforcement activities, with an emphasis on fireworks suppression during the July 4<sup>th</sup> holiday.

**D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA**

Rod Corprue, City Employee, spoke about a hostile work environment with City staff and a pending civil suit.

Randall Abram, Resident, spoke about the citations and reports to Los Angeles County Sheriff's Department from the illegal suppression plan.

Pam London, Resident, spoke about the parkway policy. Ms. London also briefly spoke about an anonymous letter she received, the leave of the Finance Director and illegal fireworks.

Johnny London, Resident, spoke about an anonymous letter sent to his wife and moving away from the City.

**E. COMMENTS FROM COUNCIL**

The City Council responded generally to the comments.

**F. CONSENT CALENDAR**

1. **Ricoh Copiers One (1) Year Lease Agreement (Extension)**  
Recommendation: that the City Council approve a one (1) year Lease Agreement with Ricoh USA, Inc. for five (5) leased copiers/printers, for an amount not to exceed \$18,149.76.
2. **Accounts Payable Register**  
Recommendation: that the City Council adopt Resolution No. CC-2107-030, authorizing the payment of certain claims and demands in the amount of \$3,766,257.85
3. **Minutes of the Lawndale City Council Regular Meeting – June 21, 2021**  
Recommendation: that the City Council approve.
4. **Minutes of the Lawndale City Council Special Meeting – June 28, 2021**  
Recommendation: that the City Council approve.

Councilmember Cuevas inquired on item number 1, if staff researched for a lower cost to lease the copiers/printers. Assistant City Clerk Matthew Ceballos responded that the price was reduced, for a 1 year extension, and the contract will later go for a Request for Proposal process for the best price and service to the City.

Mayor Pro Tem Kearney inquired on the cost of graffiti supplies in the accounts payable register and its purpose and about two vehicle batteries.

Public Works Director Julian Lee responded that graffiti has increased since January with a total of 550 new locations to respond to and the batteries are for a heavy utility truck. Mayor Pro Tem inquired if the City is recovering the graffiti cost from the property owners. Public Works Director Lee responded that some property owners supplied the have paint color of their property but the labor has been done by City staff.

**A motion by Councilmember Cuevas to approve the consent calendar was seconded by Mayor Pro Tem Kearney and carried by a vote of 5-0.**

**G. ADMINISTRATION**

5. **Revision to Personnel Summary for Fiscal Year 2021-22 Budget**  
Recommendation: that the City Council approve the change in the Personnel Summary by Program and Personnel Summary by Division for the 0.48 Full Time Equivalent (FTEs) for the Office Assistant in Public Works Administration.

**A motion by Mayor Pro Tem Kearney to approve the change in the Personnel Summary by Program and Personnel Summary by Division for the 0.48 Full Time Equivalent (FTEs) for the Office Assistant in Public Works Administration, was seconded by Councilmember Cuevas and carried by a vote of 5-0.**

**6. 2021 League of California Cities – Annual Conference**

Recommendation: that the City Council select a delegate and an alternate to represent the City at the 2021 League of California Cities Annual Conference.

City Council reached a unanimous consensus to designate Councilmember Cuevas as the voting delegate and Mayor Pro Tem Kearney as the alternate delegate.

**A motion by Councilmember Suarez to approve the designation of Councilmember Cuevas as delegate and Mayor Pro Tem Kearney as the alternate to represent the city at the League of California Cities Annual Conference was seconded by Councilmember Hofmann Gorman and carried by a vote of 5-0.**

**H. CITY MANAGER'S REPORT**

City Manager Kevin Chun spoke about the illegal fireworks suppression plan and noted the 32 citations issued and the improved illegal fireworks situation over the 4<sup>th</sup> of July holiday. City Manager Chun announced he would will debrief with Sherriff Deputies to see what went well and suggest improvements for next year to make the program more successful. City Manager Chun commended and thanked all staff and Los Angeles County Sheriff's Department for the hard work on the fireworks suppression plan.

**I. ITEMS FROM CITY COUNCILMEMBERS**

**7. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events**

Councilmember Suarez attended a virtual meeting with the South Bay Cities Council of Government Steering Committee and commended the outgoing chairperson Mayor Pro Tem Olivia Valentine from the City of Hawthorne and welcomed new chairperson Mayor Drew Boyles from the City of El Segundo.

Councilmember Cuevas recommended the owners of the fireworks stand subsidize the cost of the illegal fireworks suppression plan and requested a report which tracks the repeated graffiti areas. City Manager Kevin Chun responded staff will explore the idea next year to reach out to the companies of the fireworks stand to supplement the plan and that a report of the graffiti locations can be generated.

A dialogue lengthy ensued between the Council and staff regarding graffiti citations, upfront cost to the property owner for graffiti removal, and code enforcement policy recommendations for commercial and residential property.

Councilmember Hofmann Gorman attended the meeting with Metro and spoke of the harm fireworks cause and recommended various items to enhance the suppression of illegal fireworks.

Mayor Pro Tem Kearney attended the Sherriff's Liability Trust and Oversight Committee and commented on Councilmember Hoffman Gorman's recommendations on added illegal fireworks measures.

Mayor Pullen-Miles attended a joint special meeting with the L.A. County Sanitation Districts.

**J. CLOSED SESSION**

At 7:29 p.m. the City Council entered into Closed Session.

**8. Conference with Labor Negotiator**

The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the city manager, the city attorney and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.

At 8:10 p.m. the City Council entered back into open session.

**City Attorney Gregory M. Murphy reported that the City Council met in Closed Session to discuss the item listed on the Closed Session agenda. The City Council was updated on the item and there was no reportable action taken.**

**K. ADJOURNMENT**

There being no further business to conduct, the Mayor adjourned the meeting at 8:12 p.m. in memory of Shirley Bennett, Lawndale Elementary School Board Member, and Councilmember Hofmann Gorman shared a few words in Ms. Bennett's memory.

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Robert Pullen-Miles, Mayor

ATTEST:

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Erica Harbison, City Clerk

Approved: 08/02/2021



# CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

August 2, 2021

TO: Honorable Mayor and City Council  
FROM: Kevin M. Chun, City Manager *KM Chun*  
PREPARED BY: Mike Estes, Director of Community Services *ME*  
SUBJECT: **Adoption of New Facility Use Fee for Recreation Class Instructors**

## BACKGROUND

The Community Services Department contracts with recreation class instructors to teach classes at various City locations and within their particular areas of expertise. Traditionally, the class instructors that the City has contracted with have been a mix of sole proprietors and Limited Liability Companies (LLC). The instructors traditionally have been paid 70% of total class revenues while the City retains the remaining 30%.

## STAFF REVIEW

Assembly Bill 5 (AB 5) was adopted by the State and took effect on January 1, 2020, and requires cities to contract with instructors who are considered separate “business entities” in order to distance themselves from any possible employer/employee relationship that would violate such law.

### Assembly Bill 5 Analyses:

The City Attorney’s Office has analyzed AB 5 about the potential effects of such legislation on recreation programs involving contracted instructors and has concluded that instructors under contract with the City must have as much control over their classes as possible to refrain from developing an employer/employee relationship.

Dating back many years, the City made it standard practice to allow contracted instructors to make decisions pertaining to their classes such as: determining their own curriculum, selecting their own classroom space, setting their own participation fees and selecting their own class dates and times.

However, there are a few elements of AB 5 that the City is required to address in order to refrain from creating the employer/employee relationship that AB 5 discourages. For example, the City can no longer contract with sole proprietors and must contract with separate “business entities”. In addition, the traditional 70/30 revenue split while allowing contracted instructors to use classroom space at no charge is seen as a potential drawback as it relates to AB 5.

### New Fee in Lieu of the 70/30 split:

To fully comply with AB 5, the City is proposing that the traditional 70/30 revenue split is replaced with a Facility Use Fee for Recreation Class Instructors. Although the practice of paying employees to teach classes has never been used in Lawndale, this situation could create an employer/employee relationship that AB 5 is trying to caution us from engaging in.

**Analyzing the New Fee Proposal:**

In analyzing the City’s revenue over the past two full pre-pandemic years (FY 2017-18 and FY 2018-19), City staff believes that a rate of \$25.00 per hour for any space being used for classes on City property is a fair rate. According to the attached fee analysis, the proposed new Facility Use Fee for Recreation Class Instructors will closely replace the revenue in a full year of operations in which there a similar number of instructors and classes as compared to the last two full years of operations in FY 2017-18 and FY 2018-19.

However, such future revenue is difficult to project due to the changing indoor environment at which classes are to be held once the pandemic has ended. For example, it is quite possible that the City will see the need to promote social-distancing practices into its future indoor classes which could result in fewer students per class and limited revenues without adding additional classes.

**Instructor Recruitment:**

Per AB 5, another effect this legislation will have on contracted recreation classes involves instructor retention. The City is now required to contract with separate business entities and can no longer use sole proprietors, or individuals who are not registered as a separate business entity. Due to the costs involved in converting to a Limited Liability Company (LLC), or some other business entity, some instructors may not be interested in making this conversion. This will require the City to find new instructors that are separate business entities to replace those instructors who are not interested in converting to an LLC.

**LEGAL REVIEW**

The City Attorney’s office has reviewed Resolution Number CC-2108-033 Adopting a Facility Reservation and Use Fee for Recreation Class Instructors and has approved it as to form.

**FISCAL IMPACT**

In FY 2021-22, if approved, the City’s revenue from contracted recreation classes will be from the adoption of the new Facility Use Fee for Recreation Class Instructors. In a full and normal operational year, the revenue from the new fee is projected to be generate approximately \$25,950.00 (by comparison, the average City revenue was approximately \$23,000 in a typical normal year). However, it is unclear how long it will take the City to return to full recreation class operations and to realize this level of revenue for contracted recreation classes.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 2108-033 approving the fee of \$25.00 per hour for recreation class instructors use of any City facility for City-advertised and promoted classes to be held on City property.

- Attachments: Resolution CC-2108-033  
Revised Schedule of User and Regulatory Fees Adding Item 6  
Recreation Class New Fee Revenue Comparison/Projection  
City of Lawndale, Notice of Public Hearing  
Daily Breeze, Notice of Public Hearing

**RESOLUTION NO. CC-2108-033**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA  
ADOPTING A FACILITY RESERVATION AND USE FEE  
FOR RECREATION CLASS INSTRUCTORS**

WHEREAS, the City of Lawnsdale Community Services Department offers recreation classes for residents of Lawnsdale and non-residents alike; and

WHEREAS, the Community Services Department contracts with qualified instructors to teach classes in their particular area of expertise; and

WHEREAS, California Assembly Bill 5 (AB 5) was adopted by the California State Senate and subsequently upheld on September 18, 2019 by the California State Governor to take effect on January 1, 2020; and

WHEREAS, AB 5 requires the City to contract with instructors who are considered separate “business entities” and to distance itself from any possible employer/employee relationship that would violate such law; and

WHEREAS, the City desires to establish a new fee for contracted recreation class instructors to replace the City’s previous sharing of total class revenues with a new “facility reservation and use fee” for recreation class instructors effective August 3<sup>rd</sup>, 2021; and

WHEREAS, the amount of this fee must be less than \$60.00 to ensure that the fee does not exceed the City’s fully-burdened cost of providing the facility for the recreation classes.

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

SECTION 1. The City Council hereby adopts the fees and charges as set forth in the attached Exhibit “A” and incorporated by this reference, the facility reservation fee for contracted recreation class instructors;

SECTION 2. The City Council hereby approves the fee of \$25.00 per hour for recreation class instructors use of any City facility for City-advertised and promoted classes to be held on City property.

SECTION 3. The new fee will be incorporated into the Schedule of User and Regulatory Fees under the section of Facility Rental Fees.

SECTION 4. The City Clerk shall certify passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 2<sup>nd</sup> day of August, 2021.

\_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

State of California            )  
County of Los Angeles        )        SS  
City of Lawndale             )

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2108-033 at a regular meeting of said Council held on the 2<sup>nd</sup> day of August, 2021 by the following roll call vote:

| Name                       | Voting |    | Present, Not Voting |                   | Absent |
|----------------------------|--------|----|---------------------|-------------------|--------|
|                            | Aye    | No | Abstain             | Not Participating |        |
| Robert Pullen-Miles, Mayor |        |    |                     |                   |        |
| Pat Kearney, Mayor Pro Tem |        |    |                     |                   |        |
| Rhonda Hofmann-Gorman      |        |    |                     |                   |        |
| Bernadette Suarez          |        |    |                     |                   |        |
| Sirley Cuevas              |        |    |                     |                   |        |

\_\_\_\_\_  
Erica Harbison, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gregory M. Murphy, City Attorney

**City of Lawndale**  
**SCHEDULE OF USER AND REGULATORY FEES**

**FACILITY RENTAL FEES**

| Activity Description                                                     | Rate  | Charge Basis | Deposit                         | Note |
|--------------------------------------------------------------------------|-------|--------------|---------------------------------|------|
| <b>Community Center Rental</b>                                           |       |              |                                 |      |
| 1 <b>Meeting Room</b>                                                    |       |              |                                 |      |
| a) Full Room                                                             | \$100 | per hour     | \$500                           |      |
| b) Half-Room                                                             | \$50  | per hour     | \$250                           |      |
| 2 <b>Main Event Room</b>                                                 |       |              |                                 |      |
| a) Full Room                                                             | \$200 | per hour     | \$1,000 Security; \$500 Alcohol |      |
| b) Half-Room                                                             | \$100 | per hour     | \$500 Security; \$500 Alcohol   |      |
| 3 <b>Kitchen Use</b>                                                     |       |              |                                 |      |
| a) Partial Use                                                           | \$150 | per rental   | \$250                           |      |
| b) Full Use                                                              | \$250 | per rental   | \$500                           |      |
| 4 <b>Stage Use</b>                                                       | \$75  | per rental   | \$250                           |      |
| 5 <b>Staffing</b>                                                        | \$25  | per hour     |                                 |      |
| 6 <b>Use Fee for Recreation Class Instructors (Any City Class Space)</b> | \$25  | Per Hour     | \$0                             |      |

\* All hourly rental rates are rounded up to the nearest hour. Example 5.25 hour rental pays for six hours.

\*\* Alcohol deposits are in addition to standard security deposits.

\*\*\* Depending on the rental requested, security staffing may be required. Costs for security shall be paid to the City by the applicant prior to permit approval.

**Recreation Class Revenue Comparison for Last Two Full Fiscal Years versus New Fee Proposal for Future Full Year(s)**

**70%/30% Revenue Split Versus New Hourly Recreation Class Instructor Fee**

**City Council Agenda Item Attachment, 8/2/2021**

| Fiscal Year                       | Program           | City Retention |  | Fiscal Year                       | Program           | City Retention |  | Future Full Year                   | Program            | Revenue (\$25 PH) |
|-----------------------------------|-------------------|----------------|--|-----------------------------------|-------------------|----------------|--|------------------------------------|--------------------|-------------------|
| 2017-18                           | Cultural Dance    | \$7,117.00     |  | 2018-19                           | Cultural Dance    | \$6,022.00     |  | FY 2022-23                         | Cultural Dance     | \$6,425.00        |
| 2017-18                           | Gymnastics        | \$3,505.00     |  | 2018-19                           | Gymnastics        | \$4,553.00     |  | FY 2022-23                         | Gymnastics         | \$4,750.00        |
| 2017-18                           | Guitar            | \$488.00       |  | 2018-19                           | Guitar            | \$470.00       |  | FY 2022-23                         | Guitar             | \$600.00          |
| 2017-18                           | Line Dance        | \$567.00       |  | 2018-19                           | Line Dance        | \$470.00       |  | FY 2022-23                         | Line Dance         | \$600.00          |
| 2017-18                           | Martial Arts      | \$3,902.00     |  | 2018-19                           | Martial Arts      | \$3,442.00     |  | FY 2022-23                         | Martial Arts       | \$4,250.00        |
| 2017-18                           | Performance Dance | \$1,990.00     |  | 2018-19                           | Performance Dance | \$2,726.00     |  | FY 2022-23                         | Performance Dance  | \$2,925.00        |
| 2017-18                           | Yoga              | \$148.00       |  | 2018-19                           | Yoga              | \$126.00       |  | FY 2022-23                         | Sports Instruction | \$6,400.00        |
| <b>Total Revenue</b>              |                   | \$76,949.00    |  | <b>Total Revenue</b>              |                   | \$76,877.00    |  | <b>Total Revenue (Avg.)</b>        |                    | \$102,112.00      |
| <b>Instructor Retention (70%)</b> |                   | \$53,864.00    |  | <b>Instructor Retention (70%)</b> |                   | \$53,814.00    |  | <b>Instructor Retention (100%)</b> |                    | \$102,112.00      |
| <b>City Retention (30%)</b>       |                   | \$23,085.00    |  | <b>City Retention (30%)</b>       |                   | \$23,063.00    |  | <b>City Retention (New Fee)</b>    |                    | \$25,950.00       |

**Spreadsheet Notes:**

Data for FY 2017/18 and FY 2018/19 are from the last two full years of recreation class operations.

FY 2017/18 and FY 2018/19 Total Revenue, Instructor (70%) and City retention amounts (30%) are actuals.

The new fee will provide instructors incentive to better market and promote their classes as the new fee will be a flat hourly fee. Instructor's revenue will increase with the addition of more students and/or more classes.



## City of Lawndale



### NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF LAWNDALE

NOTICE IS HEREBY GIVEN that the Lawndale City Council will conduct a public hearing on Monday, August 2, 2021, at 6:30 p.m. at the City Hall Council Chamber located at 14717 Burin Avenue, Lawndale, California to consider the adoption of a new administrative fee for contracted recreation class instructors for the use of City facilities for class instruction purposes.

#### RESOLUTION NO. CC-2108-033: ADOPTING A FACILITY RESERVATION FEE FOR RECREATION CLASS INSTRUCTORS

The files for this proposal are available for review Monday through Thursday, 7:00 am to 6:00 pm in the Community Services Department offices located at 14700 Burin Avenue. If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to the public hearing.

For further information regarding this matter, please contact Mike Estes, Director of Community Services, at (310) 973-3272, or via email at [mestes@lawndalecity.org](mailto:mestes@lawndalecity.org).

Matthew Ceballos, Assistant City Clerk

# Advertising Order Confirmation

AdTaxi | Press-Telegram • The Beach Reporter  
Daily Breeze • Palos Verdes Peninsula News

07/16/21 9:25:02AM  
Page 2

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| <u>Ad Number</u><br>0011476190-01 | <u>Ad Size</u><br>2 X 59 Li | <u>Color</u>                  | <u>Production Color</u>         | <u>Ad Attributes</u> | <u>Production Method</u><br>AdBooker | <u>Production Notes</u> |
| <u>External Ad Number</u>         | <u>Pick Up</u>              | <u>Ad Type</u><br>Legal Liner | <u>Released for Publication</u> |                      |                                      |                         |

**CITY OF LAWNSDALE  
NOTICE OF PUBLIC  
HEARING  
BEFORE THE CITY COUNCIL**

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**Pub July 22, 28, 2021  
(21)DB(11476190)**

| <u>Product</u> | <u>Requested Placement</u> | <u>Requested Position</u> | <u>Run Dates</u>   | <u># Inserts</u> |
|----------------|----------------------------|---------------------------|--------------------|------------------|
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| <b>Order Charges:</b> | <u>Net Amount</u> | <u>Tax Amount</u> | <u>Total Amount</u> | <u>Payment Amount</u> | <u>Amount Due</u> |
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CITY OF LAWNSDALE/COMMUNITY SERVICE  
DEPARTMENT  
ACCOUNTS PAYABLE  
14717 BURIN AVENUE  
LAWNSDALE, CA 90260

## PROOF OF PUBLICATION (2015.5 C.C.P.)

### STATE OF CALIFORNIA County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of THE DAILY BREEZE, a newspaper of general circulation, printed and published in the City of Torrance\*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 10, 1974, Case Number SWC7146. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**07/22/2021, 07/28/2021**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Torrance, California  
On this 28th day of July, 2021.

*Pauline Fernandez*

Signature

\*The Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawnsdale, Lomita, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington.

(Space below for use of County Clerk Only)

Legal No. **0011476190**

**CITY OF LAWNSDALE  
NOTICE OF PUBLIC  
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**Pub July 22, 28, 2021  
(2t) DB(11476190)**



# CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

August 2, 2021

TO: Honorable Mayor and City Council  
FROM: Kevin M. Chun, City Manager *KM*  
PREPARED BY: Mike Estes, Director of Community Services *Me*  
SUBJECT: **Agreement with All City Management Services for School Crossing Guard Services**

## BACKGROUND

Since 1996, the City has contracted with All City Management Services, Inc. (ACMS) to provide school crossing guard services. ACMS has virtually no competition in the provision of crossing guard services and its service to municipalities extends from San Diego to Northern California.

## STAFF REVIEW

### ACMS Void of Competition

Due to the fact that there are no know qualified competitors who provide crossing guard services in the greater Los Angeles area, City staff did not issue a Request for Proposal (RFP). The only known competitor that ACMS still may have in the Los Angeles area is not an option for the City. In July 2018, the City terminated the agreement with said company at the mid-point primarily for erroneous billing practices.

### Past Agreement with ACMS

The City's last two-year agreement with ACMS for crossing guard services for FY 2018-19 and FY 2019-20 ended abruptly in March 2020 due to the COVID-19 pandemic. Since March 2020, crossing guard services have not been provided by the City due to students studying at home via distance learning and/or not being physically present in school.

### New Agreement with ACMS

The City has negotiated a new two-year agreement with ACMS to provide crossing guard services for FY 2021-22 and 2022-23. Such agreement will begin August 25, 2021, when students return to the classrooms for in-person learning, and extending through June 9, 2023. The Agreement maintains the following elements consistent with past agreements:

- Crosswalk supervision at 10 crosswalk locations;
- Crosswalk supervision and crossing assistance at 16 crosswalks total;
- Morning crosswalk supervision and crossing assistance on all school days for one hour (45 minutes prior to and 15 minutes after the morning bell);

**New Agreement with ACMS (Continued)**

- Afternoon crosswalk supervision and crossing assistance on all school days for one hour (15 minutes prior to and 45 minutes after the afternoon bell);
- Maintain adequate reserve personnel in case fill-in guard(s) are needed;
- Provision of crossing guards who are knowledgeable of local traffic laws and school zone signage;
- Supervisory staff to check contractual locations to ensure all contractor employees are in place; and
- A Force Majeure clause, which in the event of an epidemic, among other unfortunate circumstances, prevents the Contractor from recovering damages against the City for any delay in the performance of this Agreement, however caused.

**System of Penalties for Absent and/or Tardy Crossing Guards:**

The system of fines for tardy or absent crossing guards remain intact and as follows:

**Absent/Tardy Personnel:**

On any occasion that Contractor fails to supply a required Crossing Guard(s) to City for an entire shift, Contractor shall pay the City \$100.00 per shift per absent guard. Additionally, if one or more Crossing Guard(s) is more than five (5) minutes late for any shift, Contractor shall pay City \$50.00 per guard per location. If Crossing Guard(s) are tardy in excess of five (5) minutes, the following scale shall be used to determine the amount of time City is not billed for, in addition to the payment of the penalty described above:

**Tardiness Table**

| <b>Length of Tardiness</b> | <b>Time To Be Deducted From Invoice</b> |
|----------------------------|-----------------------------------------|
| 6 to 15 Minutes            | 30 Minutes                              |
| 16 to 30 Minutes           | 45 Minutes                              |
| 31 or More Minutes         | 60 Minutes (Entire Shift)               |

**Total Costs for New Two-Year Agreement:**

**Costs for Year One of Agreement (August 25, 2021 – June 10, 2022).**

| <b>Cost Description</b>                   | <b>Figures</b>      |
|-------------------------------------------|---------------------|
| Not to Exceed Number of Contractual Hours | 5,400*              |
| Hourly Cost of Service                    | \$22.25             |
| <b>Total Not to Exceed Cost</b>           | <b>\$120,150.00</b> |

\* = Overall decrease in hours (.5 hours per day) for a total of 450 hours for FY 2021-22.

**Costs for Year Two of Agreement (August 24, 2022 – June 9, 2023).**

| <b>Cost Description</b>                   | <b>Figures</b>      |
|-------------------------------------------|---------------------|
| Not to Exceed Number of Contractual Hours | 5,400**             |
| Hourly Cost of Service                    | \$23.12             |
| <b>Total Not to Exceed Cost</b>           | <b>\$124,848.00</b> |

\*\* = Overall decrease in hours (.5 hours per day) for a total of 450 hours for FY 2022-23.

City Council Meeting – August 2, 2021  
 Agreement with All City Management Services for School Crossing Guard Services

**Total Costs for Full Two-year Agreement (August 25, 2021 – June 9, 2023)**

| <b>Cost Description</b>                   | <b>Figures</b>      |
|-------------------------------------------|---------------------|
| Not to Exceed Number of Contractual Hours | 10,800***           |
| Average Hourly Cost of Service            | \$22.685            |
| <b>Total Not to Exceed Cost</b>           | <b>\$244,998.00</b> |

\*\*\* = Overall decrease in hours (.5 hours per day) for a total of 900 hours for FY 2021-22 and 2022-23.

**Cost Comparison Table for New Agreement versus Former Agreement with ACMS:**

| <b>Item Description</b> | <b>FY 2018-19</b> | <b>FY 2019-20</b> | <b>FY 2021-22</b> | <b>FY 2022-23</b> |
|-------------------------|-------------------|-------------------|-------------------|-------------------|
| Per Hour Rate           | \$18.40           | \$19.79*          | \$22.25           | \$23.12           |
| Annual Rate             | \$115,920.00      | 124,677.00        | 120,150.00**      | 124,848.00***     |
| % Increase (Per Hour)   | N/A               | 7.6               | 12                | 4                 |

\* = Academic year cut short in March 2020 due to the COVID-19 pandemic.

\*\* = Overall decrease due to .5 hours per day cut in services for a total of 450 hours for FY 2021-22.

\*\*\* = Overall decrease due to .5 hours per day cut in services for a total of 450 hours for FY 2022-23.

LEGAL REVIEW

The City Attorney’s office has reviewed Agreement with All City Management Services for School Crossing Guard Services and has approved it to form.

FISCAL IMPACT

In the Fiscal Year 2021-22 budget, funding of \$124,848.00 was included for the School Crossing Guard Program and the appropriation budget was established in the General Fund, Community Services Department, Contract Services line item – 100-510-530.100.

RECOMMENDATION

Staff recommends that the City Council approve a contract service agreement with All City Management Services, Inc. for a term of two years, not to exceed \$244,998.00.

Attachments: Agreement with All City Management Services for School Crossing Guard Services

**CITY OF LAWNSDALE**  
**CONTRACT SERVICES AGREEMENT FOR**  
**SCHOOL CROSSING GUARD SERVICES**

This Contract Services Agreement ("Agreement") is made and entered into this 2<sup>nd</sup> day of August, 2021, by and between the City of Lawnsdale, a municipal corporation ("City"), and All City Management Services, Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

**1.0 SERVICES OF CONTRACTOR**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation

All City Management Services, Inc.  
School Crossing Guard Services  
August 25, 2021 - June 9, 2023

must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Two Hundred Forty Four Thousand Nine Hundred Ninety Eight dollars (\$244,998.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and

All City Mangement Services, Inc.  
School Crossing Guard Services  
August 25, 2021 - June 9, 2023

resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

### 3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on August 25, 2021 and continue in full force and effect until completion of the services no later than June 9, 2023.

### 4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Baron Farwell, General Manager, is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of

All City Management Services, Inc.  
School Crossing Guard Services  
August 25, 2021 - June 9, 2023

this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or employees perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff Contractor used to provide services under this Agreement are employees of the City.

## 5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

All City Management Services, Inc.  
School Crossing Guard Services  
August 25, 2021 - June 9, 2023

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$5,000,000.00 per occurrence for all covered losses and no less than \$5,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, or combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability will not be required as Contractor is not performing professional services hereunder on behalf of the City.

(e) All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Contractor is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Contractor.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

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In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees or subcontractors of Contractor.

**6.0 RECORDS AND REPORTS**

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership

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of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

## 7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs,

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liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

## **8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

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8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

## 9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not

All City Mangement Services, Inc.  
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affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by the Contractor and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

All City Management Services, Inc.  
School Crossing Guard Services  
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IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**CITY:**  
CITY OF LAWNSDALE,  
a municipal corporation

By: \_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

\_\_\_\_\_  
Erica Harbison, City Clerk

APPROVED AS TO FORM:  
Burke, Williams & Sorensen, LLP

\_\_\_\_\_  
Gregory M. Murphy, City Attorney

**CONTRACTOR:**  
All City Management Services, Inc.  
a California corporation

By: \_\_\_\_\_  
Name: Baron Farwell  
Title: General Manager

By: \_\_\_\_\_  
Name: Demetra Farwell  
Title: Corporate Secretary

Address: 10440 Pioneer Blvd., Suite 5  
Santa Fe Springs, CA 90670

All City Management Services, Inc.  
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August 25, 2021 - June 9, 2023

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall manage the services to be provided pursuant to this Agreement in accordance with the provisions and parameters established herein:

**1. Administration:**

The Contractor shall provide the necessary management and personnel whose expertise will ensure the safe and efficient operation of the Crossing Guard Services provided hereunder.

**2. Supervision:**

Supervision of the day-to-day Crossing Guard Services will be vested in the Contractor. Baron Farwell, Contractor's employee, shall be available to the City by cell phone or in person during all hours in which the Crossing Guard Services are operational in the City. Contractor shall provide supervisory personnel to ensure that Crossing Guard activities are taking place at the required locations and times and in accordance with all terms of this Agreement. In addition, said supervisory personnel shall ensure that all of Contractor's employees are in place at the start of each shift. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report to work at the assigned time and location. Absent personnel shall be replaced immediately if there is an absence(s) at any of the crosswalk locations identified in Exhibit "D".

**3. Absent/Tardy Personnel:**

On any occasion that Contractor fails to supply a required Crossing Guard(s) to City for an entire shift, Contractor shall pay the City \$100.00 per shift per absent guard. Additionally, if one or more Crossing Guard(s) is more than five (5) minutes late for any shift, Contractor shall pay City \$50.00 per guard per location. If Crossing Guard(s) are tardy in excess of five (5) minutes, the following scale shall be used to determine the amount of time City is not billed for, in addition to the payment of the penalty described above:

**Tardiness Table**

| <b>Length of Tardiness</b> | <b>Time To Be Deducted From Invoice</b> |
|----------------------------|-----------------------------------------|
| 6 to 15 Minutes            | 30 Minutes                              |
| 16 to 30 Minutes           | 45 Minutes                              |
| 31 or More Minutes         | 60 Minutes (Entire Shift)               |

**4. Training and Safety:**

Contractor shall provide personnel properly trained for the performance of all duties as Crossing Guards. In the performance of their duties, Contractor's employees shall conduct themselves in accordance with the requirements of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.

All Crossing Guards shall wear apparel provided by Contractor which is readily visible and allows them to be easily recognized as Crossing Guards. Such apparel shall be uniform for all persons

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performing duties of a Crossing Guard and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. Contractor shall also provide each Crossing Guard with a hand held "Stop" sign and a safety vest. Visible traffic signs, cones or delineators shall be provided by Contractor and used by Crossing Guard(s) when and where appropriate.

**5. Appropriate Behavior:**

Each Crossing Guard provided by the Contractor shall at all times meet the following standards:

1. Completion of all required trainings and requirements necessary to perform the duties of a Crossing Guard on or near school grounds and have cleared a "Live Scan" criminal background check; and
2. Act courteous and sensitive to the needs of the students, parents or guardians of students and the general public; be alert, careful and competent in their assigned duties; and
3. Appear neat and clean, and at all times wear Contractor required uniforms and necessary safety gear when performing their duties as a Crossing Guard

Should the City determine that any employee of the Contractor is uncooperative, incompetent, a threat to the safety of persons or property, or not performing crossing guard services in a manner acceptable to the City and consistent with the standards set forth above, City shall give notice of same to Contractor and Contractor shall immediately remove said employee from the schedule for the City and said person may not return to perform any of the services provided to the City. If Contractor removes any employee from a crossing location for any reason, the Contractor shall replace the employee immediately.

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EXHIBIT "B"

SPECIAL REQUIREMENTS

Clause 5.2 (a), Indemnity for Design Professional Liability, is null and void.

Clause 1.8, Environmental Laws, shall be modified as follows:

1.8 Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments.

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

Contractor shall provide Crossing Guards to the City consistent with the following specifications and subject to the deductions in Exhibit "A":

**Calculations for Year One of Two-Year Agreement for Fiscal Year 2021-22  
Regular School Calendar (August 25, 2021 – June 10, 2022) \*\***

| Item      | Cost Description                                  | Figures             |
|-----------|---------------------------------------------------|---------------------|
| A1        | Number of Hours Per Day at 10 Crosswalk Locations | 20                  |
| B1        | Number of Hours Per Day for California Wage Law   | 10                  |
| C1        | Number of Regular School Days                     | 180                 |
| D1        | Not to Exceed Number of Contractual Hours         | 5,400               |
| E1        | Hourly Cost of Service                            | \$22.25             |
| <b>F1</b> | <b>Total Not to Exceed Cost</b>                   | <b>\$120,150.00</b> |

\*\*=City will not provide school crossing guard services on holidays, during summer school, winter and/or spring break periods.

**Calculations for Year Two of Two-Year Agreement for Fiscal Year 2022-23  
Regular School Calendar (August 24, 2022 – June 9, 2023) \*\***

| Item      | Cost Description                                  | Figures             |
|-----------|---------------------------------------------------|---------------------|
| A2        | Number of Hours Per Day at 10 Crosswalk Locations | 20                  |
| B2        | Number of Hours Per Day for California Wage Law   | 10                  |
| C2        | Number of Regular School Days                     | 180                 |
| D2        | Not to Exceed Number of Contractual Hours         | 5,400               |
| E2        | Hourly Cost of Service                            | \$23.12             |
| <b>F2</b> | <b>Total Not to Exceed Cost</b>                   | <b>\$124,848.00</b> |

\*\*=Actual service dates subject to change based upon the release of academic calendar by the Lawndale Elementary School District for fiscal year 2022/23.

\*\*=City will not provide school crossing guard services on holidays, during summer school, winter and/or spring break periods.

**Totals for Two-Year Agreement (August 28, 2018 – June 12, 2020)**

| Item      | Cost Description                                  | Figures             |
|-----------|---------------------------------------------------|---------------------|
| A3        | Number of Hours Per Day at 10 Crosswalk Locations | 20                  |
| B3        | Number of Hours Per Day for California Wage Law   | 10                  |
| C3        | Number of Regular School Days                     | 360                 |
| D3        | Not to Exceed Number of Contractual Hours         | 10,800              |
| E3        | Average Hourly Cost of Service                    | \$22.685            |
| <b>F3</b> | <b>Total Not to Exceed Cost</b>                   | <b>\$244,998.00</b> |

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## EXHIBIT "D"

### SCHEDULE OF PERFORMANCE

The term of the Agreement shall be twenty one (21) months and fifteen (15) days. Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at the locations designated below on all days in which designated schools are in session for regular school sessions as determined by the Lawndale Elementary School District at locations within the City of Lawndale's geographical boundaries only.

At no time will Crossing Guard services be provided by the City outside of the City of Lawndale's geographical boundaries, or for summer school sessions, City-observed holidays, or winter and/or spring break sessions, or activities such as such after school or club programs. The Crossing Guard shift times shall be responsive to school bell schedules and student pedestrian patterns.

#### **Morning Shift Schedule:**

Each school day, each assigned Crossing Guard shall be at their designated location no later than forty-five (45) minutes prior to the first morning bell of each school served and no less than fifteen (15) minutes after the second morning bell of each school served. Crossing guards shall be at their designated location for no less or no more than sixty (60) minutes.

#### **Afternoon Shift Schedule:**

Each school day, each assigned Crossing Guard shall be at their designated location no later than fifteen (15) minutes prior to the first after school bell of each school served and no less than forty-five (45) minutes after the second after school bell of each school served. Crossing guards shall be at their designated location for no less or no more than sixty (60) minutes.

The times of operation are subject to the bell schedules as determined by the Lawndale Elementary School District during regular school sessions during the term of this Agreement.

#### **Designated Crosswalks:**

Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at the ten (10) crosswalk locations designated below during regular school sessions as designated by the Lawndale Elementary School District.

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**Table of Crosswalks Serviced:**

| <b>Schools Served</b>                                  | <b>Supervised Crosswalk Locations</b>               | <b>Number of Crosswalks Supervised</b> | <b>Crosswalk Directions</b>  |
|--------------------------------------------------------|-----------------------------------------------------|----------------------------------------|------------------------------|
| William Anderson Elementary/Will Rogers Middle         | W. 154 <sup>th</sup> Street and Prairie Avenue      | 2                                      | (East/West)<br>(North/South) |
| William Anderson Elementary/Will Rogers Middle         | Marine Avenue and Osage Avenue                      | 1                                      | (North/South)                |
| William Anderson Elementary/Will Rogers Middle         | W. 154 <sup>th</sup> Street and Osage Avenue        | 1                                      | (North/South)                |
| William Green Elementary                               | W. 169 <sup>th</sup> Street and Hawthorne Boulevard | 1                                      | (East/West)                  |
| Lucille Smith Elementary                               | W. 147 <sup>th</sup> Street and Hawthorne Boulevard | 1                                      | (East/West)                  |
| Jane Addams Middle                                     | Marine Avenue and Firmona Avenue                    | 2                                      | (East/West)<br>(North/South) |
| Jane Addams Middle                                     | Manhattan Beach Blvd. and Firmona Avenue            | 2                                      | (East/West)<br>(North/South) |
| Will Rogers Middle/<br>William Anderson Elementary     | Manhattan Beach Blvd and Freeman Avenue             | 2                                      | (East/West)<br>(North/South) |
| Will Rogers Middle/<br>William Anderson Elementary     | Marine Avenue and Freeman Avenue                    | 2                                      | (East/West)<br>(North/South) |
| Will Rogers Middle/<br>William Anderson Elementary     | Manhattan Beach Blvd. and Prairie Avenue            | 2                                      | (East/West)<br>(North/South) |
| <b>Total Number of Locations and Crosswalks Served</b> | <b>10</b>                                           | <b>16</b>                              | <b>N/A</b>                   |

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# CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: August 2, 2021

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *KM*

PREPARED BY: Julian Lee, Director of Public Works/City Engineer *JL*  
Kevin Moghadasi, Assistant Engineer *KM*

SUBJECT: **Award of Contract for Construction and Construction Inspection Services for the FY 2020-21 Annual Street Improvements Project**

## BACKGROUND

The City's annual street improvement program provides continual preventive maintenance to extend the life of street conditions. The annual street improvement project consists of rehabilitation and preventive maintenance of City streets including pothole/base repairs, crack sealing, slurry seals, and pavement overlays. Rehabilitation and maintenance work on public streets need to be coordinated with other City projects, utility company excavations, and private development projects based on the current Pavement Management System (PMS).

On January 6, 2020, the City Council approved the list of streets for improvements for the FY 2020-21 (46<sup>th</sup>) program year of the Community Development Block Grant program (CDBG) with the adoption of Resolution No. CC-2001-006. For FY 2020-21, staff selected several street segments with significant deteriorated pavement conditions along Manhattan Beach Boulevard service road, Eastwood Avenue, Avis Avenue, Sayler Avenue, and Osage Avenue.

In addition, the City Council adopted Resolution No. CC- 2004-020 related to the FY 2020-21 budget list of projects for the Road Repair and Accountability Act of 2017 – Senate Bill (SB) 1 on April 20, 2020. Staff selected several street segments for improvements along 167<sup>th</sup> Street and 161<sup>st</sup> Street.

The FY 2020-21 Annual Street Improvements Project will be funded through with CDBG, SB1, Road Maintenance and Rehabilitation Account (RMRA) funds. Additional funds from Measure M, and the General Fund will be utilized for the project as well.

The list of streets for the FY 2020-21 Annual Street Improvement Project are as follows:

City Council Meeting – August 2, 2021

Award of Construction Contract for Construction and Construction Inspection Services for the FY 2020-21 Annual Street Improvements Project

| <b>CDBG - FY 2020- 21</b>         |                                         |                 |
|-----------------------------------|-----------------------------------------|-----------------|
| <b>Street Name</b>                | <b>Construction Limits</b>              | <b>Quantity</b> |
| Manhattan Beach Blvd service road | From Eastwood Ave. to Rixford Avenue    | 20,000 SF       |
| Eastwood Avenue                   | From Manhattan Beach Blvd. to North End | 8,000 SF        |
| Sayler Avenue                     | From Manhattan Beach Blvd. to North End | 8,000 SF        |
| Osage Avenue                      | From Manhattan Beach Blvd. to North End | 8,000 SF        |
| Avis Avenue                       | From Manhattan Beach Blvd. to North End | 8,000 SF        |
| <b>SB 1 - FY 2020- 21</b>         |                                         |                 |
| <b>Street Name</b>                | <b>Construction Limits</b>              | <b>Quantity</b> |
| 167 <sup>th</sup> Street          | From Hawthorne Blvd. to Freeman Ave.    | 30,000 SF       |
| 161 <sup>st</sup> Street          | From Inglewood Ave. to Grevillea Ave.   | 60,000 SF       |

On May 17, 2021, the City Council approved the project specifications and authorized staff to advertise the project to solicit bids. The project was advertised in the local circulated newspaper Daily Breeze, the national circulation of FW Dodge, and Construction Connect.

STAFF REVIEW

On June 7, 2021, the City advertised the project and four (4) contractors submitted the bids on June 30, 2021. The bid results for the project are as follows:

| <b>Rank</b> | <b>Bidder Name</b>        | <b>Total Bid Amount</b> |
|-------------|---------------------------|-------------------------|
| 1.          | Sequel Contractors, Inc.  | \$973,400.00            |
| 2.          | Onyx Paving Company, Inc. | \$996,000.00            |
| 3.          | Kalban, Inc.              | \$1,001,280.00          |
| 4.          | All American Asphalt      | \$1,007,439.00          |

Staff reviewed the bids evaluating accuracy, cost, experience, and references. As a result, staff recommends awarding the project to the lowest responsive and responsible bidder, Sequel Contractors, based on their respective pricing, scope of work, and qualifications.

In addition, the City is currently undertaking an aggressive street improvement program over the next three years to enhance roadway conditions citywide. As a result, extensive on-site construction inspection/management services is necessary to ensure compliance with the design plans, specifications, contract documents, and approved shop drawings. To help coordinate and expedite the City’s street improvement program, the cost for construction inspection/management services was approved in the FY 2021-22 Capital Improvement Program (CIP) budget.

On June 10, 2021, the City released a request for proposal (RFP) for construction inspection services for this project. The RFPs were sent to eleven (11) companies: Michael Baker International, RKA Consulting Group, Civiltec Engineering, Inc., SA & Associates, FCG Consultant, Wallace & Associates, Farhadi and Associates, Infrastructure Engineers, KOA Corp, MNS Engineers, and Interwest Group.

On July 6, 2021, proposals were received from six (6) companies: FCG Consultant, SA & Associates, Wallace & Associates, Interwest Group, Infrastructure Engineers, and KOA Corp. Staff examined and

City Council Meeting – August 2, 2021

Award of Construction Contract for Construction and Construction Inspection Services for the FY 2020-21 Annual Street Improvements Project

reviewed the submitted proposals based on several factors including technical knowledge, proposed teams experiences, scope of work, qualifications, and fee schedule. The proposal rankings are as follows:

| Rank | Bidder Name              | Total Bid Amount |
|------|--------------------------|------------------|
| 1.   | SA & Associates          | \$78,000.00      |
| 2.   | Wallace & Associates     | \$113,716.00     |
| 3.   | KOA Corp                 | \$79,552.00      |
| 4.   | FCG Consultant           | \$73,329.40      |
| 5.   | Interwest Group          | \$78,400.00      |
| 6.   | Infrastructure Engineers | \$62,401.00      |

The proposal submitted by SA & Associates provided the most optimal plan with qualified technical knowledge, relevant team experiences, and in-depth understanding of the scope of work and project requirements.

The FY 2020-21 Annual Street Improvements Project has \$1,420,295 budgeted from various funding sources whereas the completion of the project will cost approximately \$1,197,410. The project cost breakdown is as follows:

|                                  |                |
|----------------------------------|----------------|
| Construction Bid Amount          | \$973,400.00   |
| Construction Contingency (15%)   | \$146,010.00   |
| Construction Inspection Services | \$78,000.00    |
| Total Project Cost Estimate      | \$1,197,410.00 |

LEGAL REVIEW

The City’s standard construction contract, which is included in the project specifications template, has been reviewed and approved as to form by the City Attorney.

FISCAL IMPACT

The current FY 2021-22 budget includes funding for this project. The project’s available fund breakdown of CDBG, SB 1 – RMRA, Measure M, and General Fund for Maintenance of Effort (MOE) funds is as follows:

|                                      |                |
|--------------------------------------|----------------|
| SB 1 – Gas Tax (274-310-700.279)     | \$533,000.00   |
| CDBG (214-441-700.146)               | \$238,683.00   |
| General Fund (MOE) (100-310-700.279) | \$284,000.00   |
| Measure M (272-310-700.279)          | \$364,612.00   |
| Total Available Funding              | \$1,420,295.00 |

City Council Meeting – August 2, 2021

Award of Construction Contract for Construction and Construction Inspection Services for the FY 2020-21 Annual Street Improvements Project

RECOMMENDATION

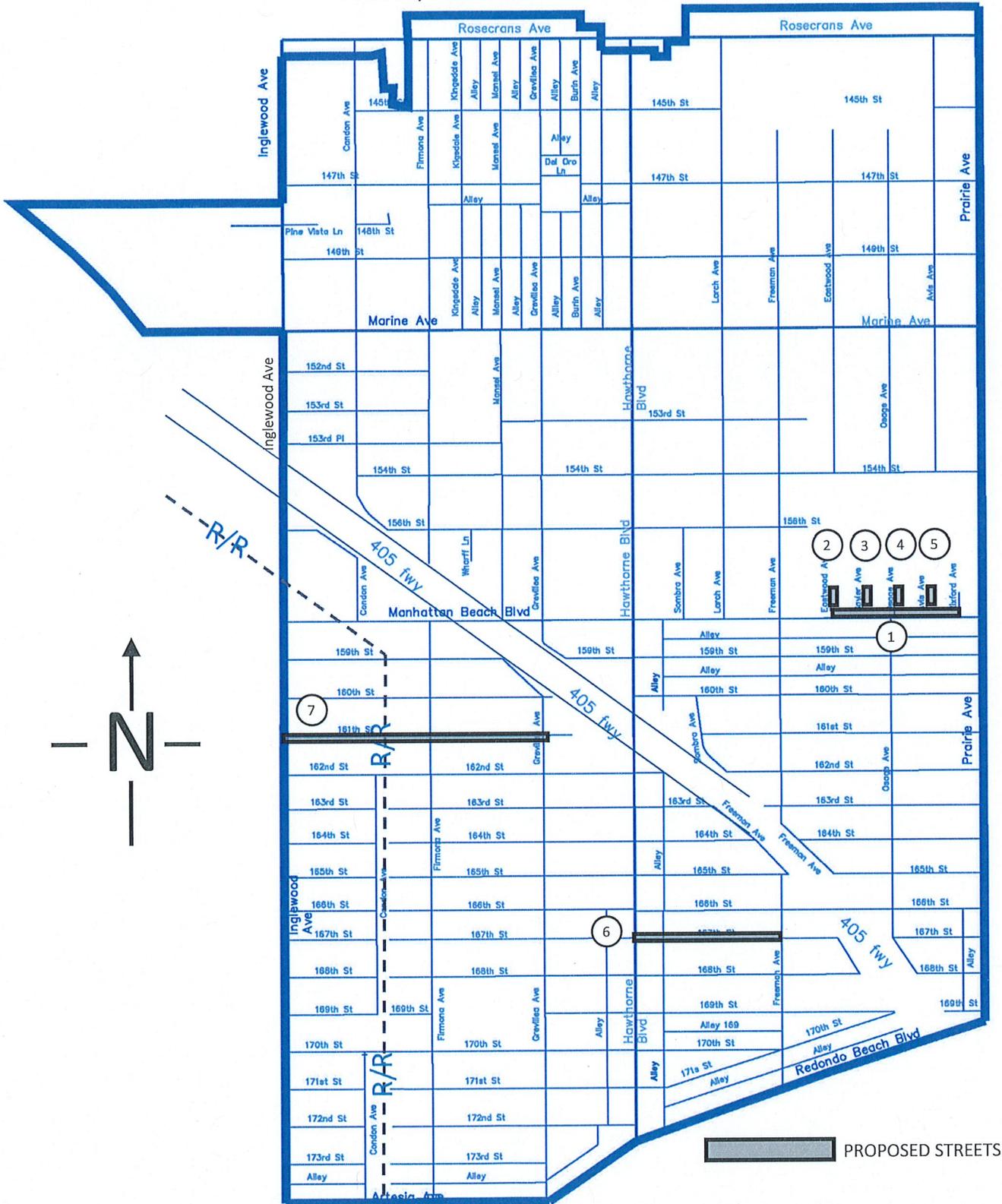
Staff recommends that the City Council:

1. Award the construction contract to Sequel Contractors Inc., in the amount of \$973,400.00 for the FY 2020-21 Annual Street Improvements Project;
2. Award the construction inspection services to SA & Associates in the amount of \$78,000.00 for the FY 2020-21 Annual Street Improvements Project; and
3. Approve the construction contingency of \$146,010.00 for FY 2020-21 Annual Street Improvements Project.

ATTACHMENTS

1. FY 2020-21 Annual Street Improvements Project Location Map
2. FY 2020-21 Annual Street Improvements Project Construction Bid Opening Log
3. FY 2020-21 Annual Street Improvements Project – Public Works Agreement
4. FY 2020-21 Annual Street Improvements Project – Inspection Services Profession Services Agreement

PROJECT LOCATION MAP  
FOR  
FY2020/21 STREET IMPROVEMENT PROJECT



1. Manhattan Beach Service Road from Rixford Avenue to Eastwood Avenue
2. Eastwood Avenue from Manhattan Beach Boulevard to the North End
3. Saylor Avenue from Manhattan Beach Boulevard to North End
4. Osage Avenue from Manhattan Beach Boulevard to North End
5. Avis Avenue from Manhattan Beach Boulevard to North End
6. 167th Street from Hawthorne Boulevard to Freeman Avenue
7. 161st Street from Inglewood Avenue to Grevillea Avenue



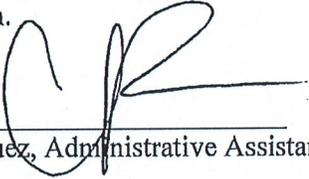
**CITY OF LAWNDALE  
CITY CLERK DEPARTMENT  
BID OPENING LOG SHEET**

**Project Name: FY 2020-21 ANNUAL STREET IMPROVEMENT PROJECT  
PROJECT NO.2021-7 AND 2021-8 (CDBG PROJECT NO.602186-20) - Bid No. 2106-06**

| <b>BIDDER<br/>(listed in the order received)</b> | <b>SUFFICIENT BID BOND?<br/>(Y/N)</b> | <b>ADDENDUM<br/>(Y/N)</b> | <b>TOTAL BID AMOUNT</b> |
|--------------------------------------------------|---------------------------------------|---------------------------|-------------------------|
| 1. Sequel Contractors, Inc.                      | Y                                     | Y                         | \$973,400.00            |
| 2. All American Asphalt                          | Y                                     | Y                         | \$1,007,439.00          |
| 3. Onyx Paving Company,<br>Inc.                  | Y                                     | Y                         | \$996,000.00            |
| 4. Kalban, Inc.                                  | Y                                     | Y                         | \$1,001,280.00          |

I, Cynthia Rodriguez, Administrative Assistant of the City of Lawndale, hereby certify that bids for the above referenced project/services were received no later than the deadline specified in the project specifications, were opened by me, and that the above summary of the bid opening is a true and correct representation of that action.

Signed:

  
Cynthia Rodriguez, Administrative Assistant

Dated: June 30, 2021

cc: Julian Lee, Director of Public Works

## AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_, 202\_\_ by and between the **CITY OF LAWDALE, CALIFORNIA**, hereinafter referred to as the "**City**," and \_\_\_\_\_ hereinafter referred to as the "**Contractor**."

**WITNESSETH:** That the parties hereto do mutually agree as follows:

**ARTICLE I:** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled "**FY 2020/21 ANNUAL STREET IMPROVEMENT PROJECT, PROJECT NUMBER 2021-7 & 2021-8**" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the said specifications and plans.

**ARTICLE II:** For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said City will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

**ARTICLE III:** City agrees to pay and Contractor agrees to accept in full payment for this Work or Improvement the stipulated sum of Nine Hundred Seventy-Three Thousand Four Hundred Dollars (\$973,400.00).

City agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

**ARTICLE IV:** All work to be done under this contract shall be completed within **Ninety (90) calendar days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the City Engineer, in writing, within 5 days of the occurrence giving rise to the request and shall request a formal decision from the City within 15 days and shall include data supporting the request.

**ARTICLE V:** Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time

specified for completion of the work (as adjusted), the Contractor shall pay to the City, or the City may deduct from any payments due or to become due to Contractor, the sum of \$1,000.00 per day.

Execution of this Agreement shall constitute agreement by the City and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

**ARTICLE VI:** The City hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE VII:** The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the City, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

**ARTICLE VIII:** Contractor acknowledges and agrees that he and any subcontractor under him must comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

**ARTICLE IX:** The Contractor shall supply the City with certificates of insurance for the types and amounts of insurance required for this project as described in the Instructions to Bidders for this project. Said certificates must comply with all requirements for sufficient insurance as described in the Instructions to Bidders.

**ARTICLE X:** The Contractor hereby agrees that the Contractor and any subcontractor under him submit weekly to the DIR directly and provide copy to City, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows:

*These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.*

**ARTICLE XI:** Pursuant to Labor Code Section 1725.5, Contractor and any subcontractor must be registered with the California Department of Industrial Relations prior to performing any work under this Agreement. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**ARTICLE XII:** Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, agents, and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert witness fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**ARTICLE XIII:** Contractor's services are being provided to the City as that of an independent contractor. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System (CalPERS) to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any persons Contractor used to provide services under this Agreement are employees of the City.

**ARTICLE XIV:** The City, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the City to secure performance under a contract.

The City hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

**ARTICLE XV:** In the performance of this agreement, the Contractor shall not engage in, nor permit others he may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

**ARTICLE XVI:** The improvements contemplated in the performance of this contract are a federal-aid improvement over which the State of California shall exercise general supervision; the State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires. In connection with the work to be provided pursuant to this Agreement, the Contractor and its subcontractors shall comply with the requirements in Exhibit A, the federal non-discrimination statutes. **[FEDERALLY FUNDED PROJECTS ONLY]**

**ARTICLE XVII:** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the City.

**ARTICLE XVIII:** No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**ARTICLE XIX:** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**ARTICLE XX:** Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

**CITY: CITY OF LAWDALE,  
CALIFORNIA**

Dated \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

Dated \_\_\_\_\_, 20\_\_

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

(Attach acknowledgment for each Authorized Representative of Contractor.)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_





**CITY OF LAWNSDALE**

**CONTRACT SERVICES AGREEMENT FOR  
CONSTRUCTION INSPECTION SERVICES**

**FOR FY 2020/21 ANNUAL STREET IMPROVEMENT PROJECT**

This Contract Services Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Lawndale, a municipal corporation (“City”), and SA & Associates (“Contractor”). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

**1.0 SERVICES OF CONTRACTOR**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the “Scope of Services” attached hereto as *Exhibit “A”* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor’s Proposal. The Scope of Services shall include the Contractor’s proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation

must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as *Exhibit “B”* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit “B”* and any other provisions of this Agreement, the provisions of *Exhibit “B”* shall govern.

1.8 Environmental Laws. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the “Schedule of Compensation” attached hereto as *Exhibit “C”* and incorporated herein by this reference, but not exceeding the maximum contract amount of **Seventy-Eight Thousand dollars (\$78,000.00)** (“Contract Sum”), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City’s Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor’s work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

### **3.0 PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than June 30, 2022.

### **4.0 COORDINATION OF WORK**

4.1 Representative of Contractor. Mr. Shahnawaz Ahmad, President is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor

shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

## **5.0 INSURANCE AND INDEMNIFICATION**

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of \$2,000,000.00 insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents (“City Parties”) as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City’s Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor’s activities or the activities of any person or persons for which Contractor is otherwise responsible. If the Contractor’s insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Contractor.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

## 5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor’s services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a “design professional”, Contractor shall indemnify, defend and hold harmless City and the City’s Parties from and against any and all losses, liabilities, damages, costs and expenses, including

attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor.

## **6.0 RECORDS AND REPORTS**

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response

to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Contractor’s conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

## **7.0 ENFORCEMENT OF AGREEMENT**

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor’s acts or omissions in performing or failing to perform Contractor’s obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party’s consent to or approval of any act by the other party requiring the party’s consent or approval shall not be deemed to waive or render unnecessary the other party’s consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days’ written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such

as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

## **8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during

employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

## **9.0 MISCELLANEOUS PROVISIONS**

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager,

as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**CITY:**  
CITY OF LAWNSDALE,  
a municipal corporation

By: \_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

\_\_\_\_\_  
Erica Harbison, City Clerk

APPROVED AS TO FORM:  
Burke Williams & Sorensen, LLP

\_\_\_\_\_  
Gregory M. Murphy, City Attorney

**[NOTE TO STAFF: TWO signatures are required if the Contractor is a corporation, company or partnership. Delete this note in preparing your agreement.]**

**CONTRACTOR:**  
SA & ASSOCIATES  
a private owned firm

By: \_\_\_\_\_

Name: Shahnawaz Ahmad  
Title: President

1130 W. Huntington Drive, Unit 12  
Arcadia, CA 91007

EXHIBIT "A"

SCOPE OF SERVICES

[SEE SA & ASSOCIATES PROPOSAL DATED JULY 6, 2021]

## EXHIBIT "B"

### SPECIAL REQUIREMENTS

- A new Section 2.4 is added to the Agreement to read as follows:

"2.4 Prevailing Wages; Indemnification. Contractor and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by SA & Associates. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. (*Refer to <http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf> for additional information.*) The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Contractors and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Contractor shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Contractor's consent as to the City's liabilities or rights only."

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

[INSERT CONTRACTOR NAME]

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services
- If coverage is maintained on a “claims-made” basis, Cont must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

[SEE SA & ASSOCIATES FEE SCHEDULE DATED JULY 6, 2021]

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

[SEE SA & ASSOCIATES PROPOSAL & FEE SCHEDULE DATED JULY 6, 2021]



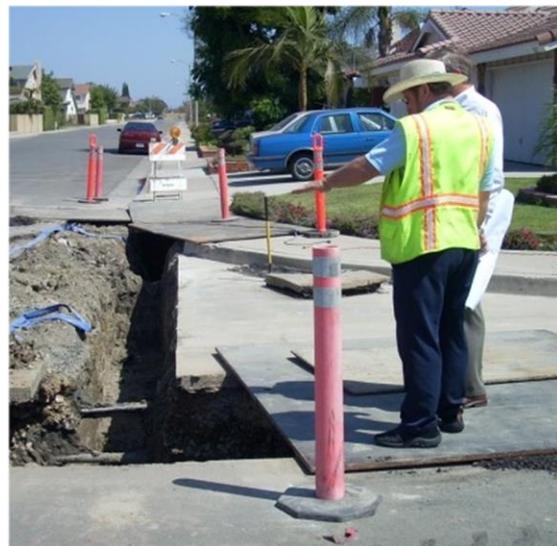
ASSOCIATES

DELIVERING VALUE ... COMMITTED TO EXCELLENCE

## CITY OF LAWDALE

### PROPOSAL FOR

# CONSTRUCTION INSPECTION SERVICES FOR FY 2020/21 ANNUAL STREET IMPROVEMENT PROJECT



**JULY 6, 2021**



July 6, 2021

City of Lawndale  
Public Works Department  
4722 Manhattan Beach Boulevard  
Lawndale, CA 90260  
Attn: Kevin Moghadasi

Subject: Proposal for Construction Inspection Services for FY 2020/21 Annual Street Improvement Project

Dear Mr. Moghadasi:

In accordance with the Request for Proposal, we are pleased to submit our proposal to provide Construction Inspection Services for FY 2020/21 Annual Street Improvement Project.

SA Associates was established in May, 1989 as a principal-owned engineering firm, offering services in the civil engineering field, with offices in both Los Angeles and Orange. We are committed to engineering excellence and principal involvement.

**To date we have provided construction management and or inspection services for a construction cost of \$135 million to cities, municipalities and water districts in the Southern California area, including the city of Alhambra.**

All the inspectors proposed for your projects have worked with and are familiar with the "Standard Specifications for Public Works Construction" (Greenbook), Caltrans Standard Specifications, and Cal/OSHA Construction Safety Orders.

Based on our experience, successful street projects require:

- **A Committed Team:** SA Associates' senior management is known to provide first-hand involvement in project activities, maintaining proper responsiveness and coordination efforts throughout all project phases.

It is our aim to provide your project with high quality engineering services. To assure this quality, we have staffed your project with professionals who understand the project and the local conditions, and have the requisite experience, skills and familiarity with public works projects policies and procedures. Our team will provide technically innovative and cost reducing solutions while meeting the City needs and goals on time and within budget. Team and firm qualifications are presented in Sections II and III, respectively.

- **A Thorough Understanding of Site Conditions:** Our staff understand the ins-and-outs of this project and this in-turn minimizes potential field discrepancies.

Our Cost Proposal is provided in a separate sealed envelope.

Mr. Shahnawaz Ahmad, President of SA Associates and corporate officer, is the person authorized representative of the firm. He can be contacted at 626.821.3456 or by e-mail at [sahmad@saassociates.net](mailto:sahmad@saassociates.net).

We acknowledge receipt of Addendum No. 1. A signed copy is included in Section VIII.

Thank you for the opportunity and hope our proposal meets your interest and approval. Should you have any queries or require any further information, please do not hesitate to contact the undersigned.

Very truly yours,

A handwritten signature in black ink that reads "Shahnawaz Ahmad".

Shahnawaz Ahmad, P.E.  
President



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SECTION VI: STATEMENT OF ACCEPTANCE OF TERMS AND CONDITIONS

SECTION VII: SAMPLES- WEEKLY STATEMENT OF WORKING DAYS AND INSPECTOR REPORTS

SECTION VIII: ADDENDUM NO. 1

(OUR FEE PROPOSAL IS IN A SEPARATE FILE)



## SECTION I: BACKGROUND

### INTRODUCTION TO SA ASSOCIATES

SA Associates was established in May, 1989 as a principal-owned engineering firm with offices in Los Angeles and Orange Counties. SA Associates is a California Corporation and “SA Associates” is our full legal name. SA Associates services cover a broad spectrum of engineering from investigation and feasibility reports to design, construction administration, and construction observation. The firm provides complete civil engineering services for municipalities, public and private water agencies, sanitary districts, and flood control districts. SA Associates is classified as a Minority Owned Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and Small Business Enterprise (SBE) by local, state, and federal agencies. SA Associates is in stable financial condition.

SA Associates is classified as DBE, MBE and SBE by local, state and federal agencies

Our main fields of specialty are:

- Construction Management and Construction Inspection Services
- Wastewater Facilities Projects
- Water Supply Projects
- Civil Engineering
- Feasibility Studies
- Flood Control and Drainage Projects
- Surveying Services

Our office locations are as follows:

| CORPORATE OFFICE                                                                                   | ORANGE COUNTY OFFICE                                                                          |
|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| 1130 West Huntington Drive, Unit 12<br>Arcadia, CA 91007<br>Tel: 626.821.3456<br>Fax: 626.445.1461 | 1661 N. Raymond Ave, Suite 100<br>Anaheim, CA 92801<br>Tel: 714.871.9083<br>Fax: 714.871.3652 |

Mr. Shah Nawaz Ahmad is the primary contact and the authorized signatory on behalf of the firm. Please contact Mr. Ahmad at [sahmad@saassociates.net](mailto:sahmad@saassociates.net). He is based in the Arcadia Office.

### BACKGROUND EXPERIENCE

SA Associates’ experience was gained through providing engineering services to several cities and agencies in the greater Los Angeles area for the past 32 years. All of SA Associates completed (or currently ongoing) projects are for public agencies. Our team of engineers and professionals are aware of the requirements of most public agencies and are familiar with public procedures.

**To date we have provided construction management and or inspection services for a construction cost of \$135 million to cities, municipalities and water districts in the Southern California area**



As noted above SA Associates has solid experience in this area. Some of our most recent Street Improvement inspection experience include:



- City of Glendora Construction Inspection for Lone Hill Avenue Street Improvement
- City of Irwindale 2020-2021 Resurfacing Project
- County of Los Angeles, Department of Public Works Lotus Avenue Pavement Preservation
- City of Manhattan Beach Liberty Village Pavement Rehabilitation
- County of Orange Cowan Heights PCC & AC Remedial Repair & Rossmoor Phase IA Remedial Repair
- City of San Marino 2019 Street Rehabilitation





**SECTION II: FIRM EXPERIENCE AND REFERENCES**

The following is a list of similar projects, with references, that we have completed in the past 5 years:

**CITY OF EL MONTE**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| YEAR COMPLETED:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2018                                                                  |
| CONSTRUCTION COST:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Various                                                               |
| CONSTRUCTION INSPECTOR:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Shannon Leonard                                                       |
| CITY CONTACT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Branden Yu (now Director of Public Works with city of Upland)         |
| TELEPHONE/E-MAIL:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 909.291.2931   <a href="mailto:byu@uplandca.gov">byu@uplandca.gov</a> |
| <b>City Public Works Inspector.</b> Providing construction inspection services to inspect various public works projects being performed by utility companies and private firms doing work in the public right of way, including City capital improvement projects; inspect traffic control, trench repair, compaction, etc.; preparation of daily inspection logs, and maintain records in a working file; enforcing all applicable NPDES, CALOSHA, and local, state, and federal regulations and guidelines; issuing citations as necessary; responding to various resident complaints, follow up with applicable City department or division as necessary; assess emergency situations and respond accordingly; coordinating with other City divisions, outside agencies and organizations, and utility companies as necessary; and performing constructability review of bid specifications and drawings. |                                                                       |

**CITY OF FONTANA**

|                                                                                                                                                                                                                                                                   |                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| YEAR COMPLETED:                                                                                                                                                                                                                                                   | 2018                                                                        |
| CONSTRUCTION COST:                                                                                                                                                                                                                                                | Various                                                                     |
| CONSTRUCTION INSPECTOR:                                                                                                                                                                                                                                           | Craig Jents                                                                 |
| CITY CONTACT:                                                                                                                                                                                                                                                     | Rick Aspril                                                                 |
| TELEPHONE/E-MAIL:                                                                                                                                                                                                                                                 | 909.350.6632   <a href="mailto:RAspril@fontana.org">RAspril@fontana.org</a> |
| <b>As-Needed Construction Inspection</b><br>Providing inspection services for various street, traffic signal, and permit projects. Projects include Traffic Improvement at Randall Ave. & Juniper Ave., Fontana Ave. & Arrow Blvd., and Juniper Ave. & Ceres Ave. |                                                                             |

**CITY OF GLENDALE**

|                                                                                                                                                                                                                                                       |                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| YEAR COMPLETED:                                                                                                                                                                                                                                       | 2018                                                                              |
| CONSTRUCTION COST:                                                                                                                                                                                                                                    | Various                                                                           |
| CONSTRUCTION INSPECTORS:                                                                                                                                                                                                                              | Heustace Lewis, Mitch Malganji                                                    |
| CITY CONTACT:                                                                                                                                                                                                                                         | Gary Edsall, Construction Services Manager                                        |
| TELEPHONE/E-MAIL:                                                                                                                                                                                                                                     | 818.937.8226   <a href="mailto:GEdsall@Glendaleca.gov">GEdsall@Glendaleca.gov</a> |
| <b>As-Needed Construction Inspection</b><br>Providing inspection services for various traffic signal and street projects throughout the City. Current projects include Western Avenue and Riverside Dr. Rehabilitation and Doran Street Improvements. |                                                                                   |

**CITY OF GLENDORA**

|                                                                                                                                                                                                                                |                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| YEAR COMPLETED:                                                                                                                                                                                                                | 2019                                                                                    |
| CONSTRUCTION COST:                                                                                                                                                                                                             | \$800,000                                                                               |
| CONSULTANT FEE:                                                                                                                                                                                                                | \$37,800                                                                                |
| CONSTR. INSPECTOR:                                                                                                                                                                                                             | Craig Jents                                                                             |
| CLIENT CONTACT:                                                                                                                                                                                                                | Maliha Ansari, Principal Engineer, City of Glendora                                     |
| TELEPHONE / E-MAIL:                                                                                                                                                                                                            | 626.914.8294   <a href="mailto:mansari@ci.glendora.ca.us">mansari@ci.glendora.ca.us</a> |
| <b>Construction Inspection for Lone Hill Avenue Street Improvements</b><br>Provided inspection services for street improvements on Long Hill Ave. from Gladstone St. north to the San Dimas Wash, just south of the I-210 Fwy. |                                                                                         |



**CITY OF IRWINDALE**

|                                                                                                                                                              |                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| YEAR COMPLETED:                                                                                                                                              | 2021                                                                                    |
| CONSTRUCTION COST:                                                                                                                                           | \$420,000                                                                               |
| CONSULTANT FEE:                                                                                                                                              | \$64,000                                                                                |
| CONSTR. INSPECTORS:                                                                                                                                          | Mark Luera, Raul Garibay                                                                |
| CLIENT CONTACT:                                                                                                                                              | Luis Pimentel                                                                           |
| TELEPHONE / E-MAIL:                                                                                                                                          | 626.430.2259   <a href="mailto:lpimentel@irwindaleca.gov">lpimentel@irwindaleca.gov</a> |
| <b>2020-2021 Resurfacing Project</b>                                                                                                                         |                                                                                         |
| Provided construction management and inspection services for street improvements Avenida Barbosa and Buena Vista Street from Avenida Barbosa to City Limits. |                                                                                         |

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

|                          |                                                                                                                                                                                                    |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| YEAR COMPLETED:          | Ongoing – Contract from 2016 to present                                                                                                                                                            |
| CONSTRUCTION COST:       | Various   Total Contract \$13,500,000+                                                                                                                                                             |
| PROJECT MANAGER:         | Shahnawaz Ahmad                                                                                                                                                                                    |
| CONSTRUCTION INSPECTORS: | Arman Barin, Miguel Bolanos, Fadi Chinder, Ray Dilbeck, Harold Greene, Jeff Herrera, Jason Jackson, Craig Jents, Ramzi Khaouli, Mark, Luera, Hugo Magaña, Amir Moghaddam, and Christopher Robinson |
| COUNTY CONTACT:          | <ul style="list-style-type: none"> <li>Victor M. Bermudez, Supervisor Contract Construction, East Area</li> <li>Akbar Gadim, Head Construction Inspector</li> </ul>                                |
| TELEPHONE/E-MAIL:        | Cell 626.688.8275   <a href="mailto:Vbermude@dpw.lacounty.gov">Vbermude@dpw.lacounty.gov</a><br>818.994.9964   <a href="mailto:agadim@dpw.lacounty.gov">agadim@dpw.lacounty.gov</a>                |

**On-Call Construction Inspection Services**

Selected to provide On-Call Construction Management and Inspection Services in support of permitted activities in the road and flood rights of way or Department administered road, bridge, traffic signal, flood control, sewer, and water construction projects located throughout Los Angeles County. Abbreviated list of projects:

- Altadena Slope Repair
- Catch Basin Cleanout 2016-2018
- Cerritos Catch Basin
- Dominguez Gap Barrier Telemetry
- Hambledon Project
- Ladera Park Stormwater
- La Tuna Fire – Sunset Upper Debris Basin
- Long Beach 17<sup>th</sup> Street Pumping Plant
- Otterbein Avenue Concrete Phase I Pelissier Village
- Manhattan Beach Pump Station
- Rio Hondo College Concrete Pavement Slauson Avenue Revitalization
- San Gabriel Coastal Spreading Grounds
- Sunshine Park
- Quartz Hill Elementary School Traffic Improvements
- West Coast Basin Barrier
- Lotus Avenue Pavement Preservation
- Devil’s Gate Reservoir Sediment Removal
- Catch Basin Cleanouts 2020 Season

Note: We have successfully worked with the County of Los Angeles and have provided a regular stream of inspectors and technical support staff since 2016.

**CITY OF MANHATTAN BEACH**

|                         |                                                                                   |
|-------------------------|-----------------------------------------------------------------------------------|
| YEAR COMPLETED:         | 2019                                                                              |
| CONSTRUCTION COST:      | \$2,800,000                                                                       |
| CONSTRUCTION INSPECTOR: | Mark Luera                                                                        |
| CITY CONTACT:           | Tim Birthisel, Sr. Civil Engineer                                                 |
| TELEPHONE / E-MAIL:     | 310.802.5358   <a href="mailto:tbirthisel@citymb.info">tbirthisel@citymb.info</a> |

**Liberty Village Neighborhood and Marine Avenue Pavement Rehabilitation**

Provided inspection services for rehabilitation of approximately 20,600 ft. of pavement. The work consists of cold milling existing pavement, and overlay with rubberized asphalt, AC paving, traffic striping and markings, and traffic loop replacement. In addition, the project will involve concrete repair, which includes sixty ADA access ramp installations within the Liberty Village and twenty-one along Marine Avenue, curb repairs, sidewalk and cross gutter replacements.



**CITY OF MONTEREY PARK**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| YEAR COMPLETED:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2018                                                                                        |
| CONSTRUCTION COST:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Various                                                                                     |
| PW INSPECTOR:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Shannon Leonard                                                                             |
| CITY CONTACT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Mark McAvoy, now with the City of Laguna Beach                                              |
| TELEPHONE / E-MAIL:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 949.497.0797   <a href="mailto:mmcavoy@lagunabeachcity.net">mmcavoy@lagunabeachcity.net</a> |
| <b>Public Works Inspector</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                             |
| <p>Provided services as the City's Public Works Inspector. The work included:</p> <ul style="list-style-type: none"> <li>• Inspection of various public works projects being performed by utility companies and private firms doing work in the public right of way, including City capital improvement projects.</li> <li>• Inspection of traffic control, trench repair, compaction, etc.</li> <li>• Preparation of daily inspection logs, and maintaining records in a working file.</li> <li>• Utilizing the City's permit tracking system (Accela) to schedule and document inspections, and closeout permits.</li> <li>• Enforcement of all applicable NPDES, CALOSHA, and local, state, and federal regulations and guidelines; issue citations as necessary.</li> <li>• Responding to various resident complaints, following up with applicable City department or division as necessary.</li> <li>• Assessing emergency situations and respond accordingly.</li> <li>• Coordination with other City divisions, outside agencies and organizations, and utility companies as necessary.</li> <li>• Performing constructability review of bid specifications and drawings.</li> </ul> |                                                                                             |

**CITY OF NORWALK**

|                                                                                           |                                                                                 |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| YEAR COMPLETED:                                                                           | 2017                                                                            |
| CONSTRUCTION COST:                                                                        | \$1,018,000                                                                     |
| CONSTRUCTION INSPECTOR:                                                                   | Jason Jackson                                                                   |
| CITY CONTACT:                                                                             | Julian Lee (Currently Public Works Director with the city of Lawndale)          |
| TELEPHONE / E-MAIL:                                                                       | 310.973.3260   <a href="mailto:jlee@lawndalecity.org">jlee@lawndalecity.org</a> |
| <b>Local Streets Rehabilitation Project</b>                                               |                                                                                 |
| <p>Provided construction inspection for rehabilitation of various streets in the City</p> |                                                                                 |

**COUNTY OF ORANGE**

|                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| YEAR COMPLETED:                                                                                                                                                                                                                                                                                                                                                                                                          | 2019                                                                                    |
| CONSTRUCTION COST:                                                                                                                                                                                                                                                                                                                                                                                                       | \$3,000,000                                                                             |
| CONSTRUCTION INSPECTOR:                                                                                                                                                                                                                                                                                                                                                                                                  | Mark Luera                                                                              |
| CITY CONTACT:                                                                                                                                                                                                                                                                                                                                                                                                            | Bruce Poma, Supervising County Inspector                                                |
| TELEPHONE / E-MAIL:                                                                                                                                                                                                                                                                                                                                                                                                      | 714.448.1672   <a href="mailto:bruce.poma@ocpw.ocgov.com">bruce.poma@ocpw.ocgov.com</a> |
| <b>Ocean View Channel Rehabilitation Project</b>                                                                                                                                                                                                                                                                                                                                                                         |                                                                                         |
| <p>Inspection for rehabilitation of the Ocean View Channel which included crack seal work in the channel. The work included inspecting channel maintenance project performed under OC Construction's Job Order Contract, including earth moving operations, placement of base materials, asphalt concrete, placement and fabrication of structural steel, erection of falsework and forms and placement of concrete.</p> |                                                                                         |

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| YEAR COMPLETED:                                                                                                                                                                                                                                                                                                  | 2020                                                                                                                                                                         |
| CONSTRUCTION COST:                                                                                                                                                                                                                                                                                               | N/A Inspection only, hourly rate                                                                                                                                             |
| CONSTRUCTION MGR:                                                                                                                                                                                                                                                                                                | Shahnawaz Ahamad                                                                                                                                                             |
| CONSTRUCTION INSPECTOR:                                                                                                                                                                                                                                                                                          | Mark Luera                                                                                                                                                                   |
| CITY CONTACT:                                                                                                                                                                                                                                                                                                    | Michelle Chan, Project Manager   Bruce Poma, Supervising County Inspector                                                                                                    |
| TELEPHONE / E-MAIL:                                                                                                                                                                                                                                                                                              | 714.245.4507   <a href="mailto:michelle.chan@ocpw.com">michelle.chan@ocpw.com</a><br>714.448.1672   <a href="mailto:bruce.poma@ocpw.ocgov.com">bruce.poma@ocpw.ocgov.com</a> |
| <b>On-Call Inspection for Cowan Heights PCC &amp; AC Remedial Repair Project</b>                                                                                                                                                                                                                                 |                                                                                                                                                                              |
| <p>The work will include inspection of road maintenance project performed under OC Construction's Job Order Contract, including grinding operations, placement of base materials, asphalt concrete placement and fabrication of structural steel, erection of falsework and forms and placement of concrete.</p> |                                                                                                                                                                              |



|                                                                                                                                                                             |                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| YEAR COMPLETED:                                                                                                                                                             | 2018                                                                                                                                                                         |
| CONSTRUCTION COST:                                                                                                                                                          | \$1,197,842                                                                                                                                                                  |
| CONSTRUCTION MGR:                                                                                                                                                           | Shahnawaz Ahamad                                                                                                                                                             |
| CONSTRUCTION INSPECTOR:                                                                                                                                                     | Mark Luera                                                                                                                                                                   |
| CITY CONTACT:                                                                                                                                                               | Michelle Chan, Project Manager    Bruce Poma                                                                                                                                 |
| TELEPHONE /E-MAIL:                                                                                                                                                          | 714.245.4507   <a href="mailto:michelle.chan@ocpw.com">michelle.chan@ocpw.com</a><br>714.448.1672   <a href="mailto:bruce.poma@ocpw.ocgov.com">bruce.poma@ocpw.ocgov.com</a> |
| <b>On-Call Inspection for Rossmoor Phase IC PCC Remedial Repair Project</b>                                                                                                 |                                                                                                                                                                              |
| The work in general consisted of crack sealing various streets, AC remedial repairs of approximately 5% of the total area, and the removal of two abandoned traffic vaults. |                                                                                                                                                                              |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| YEAR COMPLETED:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2019                                                                                                                                                                         |
| CONSTRUCTION COST:                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$970,619                                                                                                                                                                    |
| CONSTRUCTION MGR:                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Shahnawaz Ahamad                                                                                                                                                             |
| CONSTRUCTION INSPECTOR:                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Mark Luera                                                                                                                                                                   |
| CITY CONTACT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Michelle Chan, Project Manager    Bruce Poma                                                                                                                                 |
| TELEPHONE /E-MAIL:                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 714.245.4507   <a href="mailto:michelle.chan@ocpw.com">michelle.chan@ocpw.com</a><br>714.448.1672   <a href="mailto:bruce.poma@ocpw.ocgov.com">bruce.poma@ocpw.ocgov.com</a> |
| <b>On-Call Inspection for Rossmoor Phase IA PCC Remedial Repair Project</b>                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                              |
| The work included inspection of the repair and replacement of PCC items located within the Rossmoor service area and included: crack seal installation; adjusting manholes to grade; adjusting utility boxes and valves to grade; removing asphalt roadway structural section; removing and replacing access ramp and spandrel; roving and replacing gutter, cross gutter and curb; replacing sidewalks; replacing drive approach; pavement marking; installation of project information signs. |                                                                                                                                                                              |
| Note: SA Associates met many deadlines and hurdles. The residents were very pleased and even regularly supplied coolers with drinks, as well as coffee and donuts.                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                              |



**CITY OF POMONA**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| YEAR COMPLETED:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 2018                                                                                            |
| CONSTRUCTION COST:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$1,900,000                                                                                     |
| CONSTRUCTION MANAGER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Eric Schoenen                                                                                   |
| CITY CONTACT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Rene Guerrero, Public Works Director                                                            |
| TELEPHONE / E-MAIL:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 909.620.2440   <a href="mailto:Rene_Guerrero@ci.pomona.ca.us">Rene_Guerrero@ci.pomona.ca.us</a> |
| <b>Federal Streets Rehabilitation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                 |
| Provided Project/Construction Management Services for Federal Streets Rehabilitation (Districts 2 & 3), Street Improvements Citywide (CDBG) (FY 15-16 to FY 17-18), and Sidewalks – Penmar Lane (CDBG) and ADA Path of Travel (CDBG) (FY 14-15 to FY 16-17) Improvements. This project was administered in accordance with Caltrans Local Assistance Procedures Manual (LAPM), Local Assistance Program Guidelines (LAPG) and Federal Highway Administration’s (FHWA) requirements. A successful audit was conducted by Caltrans. |                                                                                                 |

**CITY OF SAN MARINO**

|                                                                                                                                                                   |                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| YEAR COMPLETED:                                                                                                                                                   | 2020                                                                                        |
| CONSTRUCTION COST:                                                                                                                                                | \$2,109,000                                                                                 |
| PROJECT MANAGER:                                                                                                                                                  | Shahnawaz Ahmad                                                                             |
| CONSTRUCTION INSPECTORS:                                                                                                                                          | Craig Jents                                                                                 |
| CITY CONTACT:                                                                                                                                                     | Michael Throne, Public Works Director, City of San Marino                                   |
| TELEPHONE / E-MAIL:                                                                                                                                               | 626.300.0787   <a href="mailto:mthrone@cityofsanmarino.org">mthrone@cityofsanmarino.org</a> |
| <b>2019 Street Rehabilitation Program</b>                                                                                                                         |                                                                                             |
| Construction Inspection Services for the annual street rehabilitation program project. Work includes construction inspection services of the actual construction. |                                                                                             |

A table showing our Construction Management and Inspection Services experience follows.

**CONSTRUCTION MANAGEMENT AND INSPECTION EXPERIENCE**

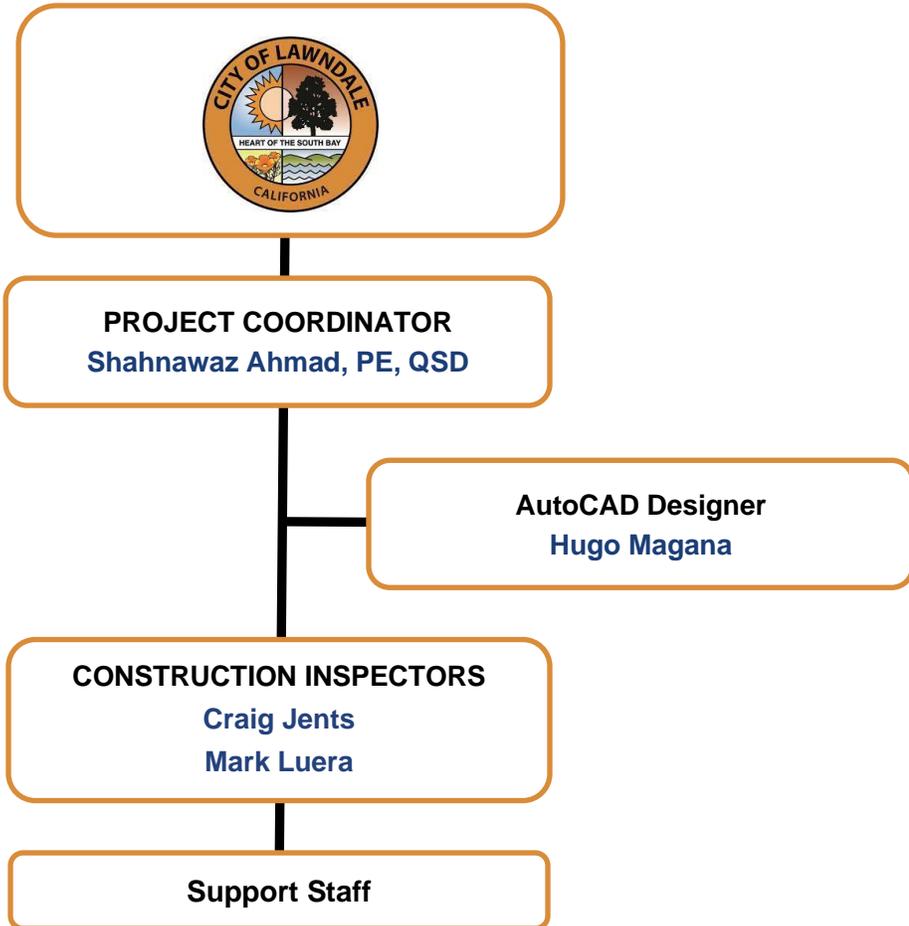
| No. | Agency                                 | Project Name                                                                                           | Project Type                 | Constr. Cost (\$) | Year Compl.        | Services Provided |                 |                 |
|-----|----------------------------------------|--------------------------------------------------------------------------------------------------------|------------------------------|-------------------|--------------------|-------------------|-----------------|-----------------|
|     |                                        |                                                                                                        |                              |                   |                    | Constr. Mgmt.     | Constr. Inspec. | Constr. Support |
| 1   | City of Irwindale                      | 2020-2021 Resurfacing Project                                                                          | Street                       | 420,000           | 2021               | X                 | X               |                 |
| 2   | City of San Marino                     | 2019 Street Rehabilitation Program                                                                     | Street                       | 2,109,000         | 2020               |                   | X               |                 |
| 3   | County of Orange                       | Various projects under On-Call Construction Management and Inspection Contract                         | Various                      | 6,000,000         | 2020               |                   | X               |                 |
| 4   | City of Downey                         | Telegraph Road Water System Improvement Project                                                        | Water                        | 1,482,000         | 2020               | X                 | X               |                 |
| 5   | City of Glendora                       | Lone Hill Avenue Improvements                                                                          | Street                       | 800,000           | 2019               |                   | X               |                 |
| 6   | City of Manhattan Beach                | Liberty Village Neighborhood & Marine Avenue Pavment Rehabilitation                                    | Street                       | 2,800,000         | 2019               |                   | X               |                 |
| 7   | City of Manhattan Beach                | Cycle 1 Sewer Main Replacement                                                                         | Sewer                        | 450,000           | 2019               |                   | X               |                 |
| 8   | City of Glendora                       | Loraine Avenue Water Main Improvements                                                                 | Water                        | 1,300,000         | 2019               |                   | X               |                 |
| 9   | City of Glendora                       | Laurel Avenue Water Main Improvements                                                                  | Water                        | 400,000           | 2019               |                   | X               |                 |
| 10  | City of El Monte                       | Public Works Inspection                                                                                | Various                      | Various           | 2018 to present    |                   | X               |                 |
| 11  | City of Fontana                        | As-Needed Construction Inspection                                                                      | Street                       | Various           | 2018               |                   | X               |                 |
| 12  | City of Manhattan Beach                | Cycle 1 Storm Drain Replacement                                                                        | Storm Drain                  | 500,000           | 2018               |                   | X               |                 |
| 13  | City of Norwalk                        | FY 2016/17 Sewer System Rehabilitation Inspection                                                      | Sewer                        | 700,000           | 2018               |                   | X               |                 |
| 14  | City of Norwalk                        | Local Streets Rehabilitation Project                                                                   | Street                       | 1,018,000         | 2017               |                   | X               |                 |
| 15  | City of Monterey Park                  | Providing Public Works Inspection for City Projects                                                    | Various                      | Various           | 2017               |                   | X               |                 |
| 16  | City of Norwalk                        | FY 2015/16 Sewer System Rehabilitation Inspection                                                      | Sewer                        | 300,000           | 2017               |                   | X               |                 |
| 17  | City of Alhambra                       | Westmont Drive Water Main Replacement                                                                  | Water Main                   | 1,350,000         | 2017               | X                 | X               |                 |
| 18  | City of Whittier                       | Palm Avenue and Scenic Drive Infrastructure Improvements Project                                       | Water, Streets               | 1,800,000         | 2017               | X                 | X               |                 |
| 19  | Kinneloa Irrigation District           | East-West Tank Connector Pipeline Project                                                              | Water Main                   | 644,000           | 2017               |                   |                 | X               |
| 20  | City of Alhambra                       | Valley Boulevard & Almanson Street Sewer Replacement                                                   | Sewer                        | 3,700,000         | 2016               | X                 | X               |                 |
| 21  | Rose Hills Memorial Park and Cemetery  | Recycled Water Retrofit and Potable Water/Fire Protection Pipeline, Modification to Wells & Reservoirs | Water, Wells, Reservoirs     | 900,000           | 2016               | X                 | X               |                 |
| 22  | City of Norwalk                        | Civic Center Drive                                                                                     | Street                       | 663,000           | 2016               |                   | X               |                 |
| 23  | Los Angeles County Public Works Dept.  | Various Street Projects throughout Los Angeles County                                                  | Water, Streets, Catch Basins | Various           | On-Going from 2016 |                   | X               |                 |
| 24  | City of Santa Monica                   | Water Main Replacement/Upgrade Project                                                                 | Water Main                   | 4,000,000         | 2015               | X                 | X               |                 |
| 25  | City of Santa Monica                   | 2014 Annual Wastewater Improvements Citywide (SP2297)                                                  | Sewer                        | 400,000           | 2015               | X                 | X               |                 |
| 26  | City of Pomona                         | Park Avenue Water Main Replacement                                                                     | Water Main                   | 1,000,000         | 2015               | X                 | X               | X               |
| 27  | City of Glendale                       | Street Traffic Signal Inspection for Various City Projects                                             | Traffic Signals/Electrical   | N/A               | 2014 to 2018       |                   | X               |                 |
| 28  | City of Azusa                          | Miscellaneous Inspection for Rosedale Housing Development                                              | Electrical                   | N/A               | 2013 to 2016       |                   | X               |                 |
| 29  | City of Rancho Palos Verdes            | Miscellaneous Utility Inspections and City Projects                                                    | Various                      | N/A               | 2014               |                   | X               |                 |
| 30  | Long Beach Water Department            | Sewer Cement Pipe Rehabilitation/Replacement Group 2                                                   | Sewer                        | 333,000           | 2014               | X                 | X               | X               |
| 31  | City of Pomona                         | Sewer Pipeline Replacement - Citywide (Phase II)                                                       | Sewer                        | 266,000           | 2014               | X                 | X               | X               |
| 32  | City of San Bernardino                 | Pine Trails Tract:                                                                                     | Street, Sewer, SD            | N/A               | 2014               |                   | X               |                 |
| 33  | City of San Bernardino                 | Cajon Storm Drain Installation                                                                         | Storm Drain                  | 4,000,000         | 2014               |                   | X               |                 |
| 34  | City of San Bernardino                 | Traffic Signal Installations                                                                           | Streets                      | 3,000,000         | 2014               |                   | X               | X               |
| 35  | City of San Bernardino                 | Mt. Vernon Bridge Shoring Project w-BNSF                                                               | Streets                      | 350,000           | 2014               |                   | X               | X               |
| 36  | City of Burbank                        | Safe Route to Schools                                                                                  | Streets                      | 350,000           | 2014               |                   | X               |                 |
| 37  | City of Bellflower                     | Palo Verde Avenue Pavement Rehabilitation                                                              | Streets                      | 380,000           | 2014               | X                 | X               | X               |
| 38  | City of South Pasadena                 | South Pasadena Glendon Way & El Centro Street Rail Crossing Modification Project                       | Streets Rail Crossing        | 300,000           | 2013               | X                 | X               |                 |
| 39  | City of South Pasadena                 | Sewer Improvements on Arroyo Drive, Huntington Drive, Marengo Avenue, and Meridian Avenue              | Sewer                        | 620,000           | 2012               | X                 | X               |                 |
| 40  | City of Arcadia                        | Baldwin Avenue Sewer Improvements                                                                      | Sewer                        | 500,000           | 2012               |                   | X               |                 |
| 42  | City of Santa Monica                   | 3rd Court Water Main Replacement Project                                                               | Water Main                   | 900,000           | 2012               |                   | X               | X               |
| 42  | City of Azusa                          | W-265 Water Main Replacement Project                                                                   | Water Main                   | 1,430,000         | 2012               |                   | X               | X               |
| 43  | City of Pomona                         | Service Lateral and Sewer Replacement Projects                                                         | Water & Sewer                | 590,000           | 2012               | X                 | X               | X               |
| 44  | City of Baldwin Park                   | Proposition 1B Citywide Street Improvement Project                                                     | Streets                      | 1,300,000         | 2011               |                   | X               | X               |
| 45  | City of Azusa Light & Water Department | W-266A Water Main Replacement Project                                                                  | Water Main                   | 1,200,000         | 2011               |                   | X               | X               |

| No. | Agency                                 | Project Name                                                                              | Project Type                   | Constr. Cost (\$)    | Year Compl. | Services Provided |                 |                 |
|-----|----------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------|----------------------|-------------|-------------------|-----------------|-----------------|
|     |                                        |                                                                                           |                                |                      |             | Constr. Mgmt.     | Constr. Inspec. | Constr. Support |
| 46  | City of Pomona                         | Three (3) Contracts associated with the City's FY 2008-09 Water & Sewer CIP               | Water & Sewer                  | 3,500,000            | 2011        | X                 | X               | X               |
| 47  | City of Burbank                        | Alameda Avenue and Buena Vista Street intersection Improvement Project                    | Streets                        | 850,000              | 2011        |                   | X               |                 |
| 48  | City of Azusa                          | Citrus Avenue Reconstruction Project                                                      | Streets                        | 964,000              | 2010        | X                 | X               | X               |
| 49  | City of Inglewood                      | Rehabilitation of Manchester Boulevard                                                    | Streets                        | 3,200,000            | 2010        | X                 | X               | X               |
| 50  | City of Baldwin Park                   | City's Syracuse Storm Drain Project                                                       | Storm Drain                    | 600,000              | 2010        | X                 | X               | X               |
| 51  | City of Irwindale                      | Martin Road Sewer Lift Station Project                                                    | Sewer                          | 200,000              | 2010        | X                 | X               | X               |
| 52  | County of Los Angeles                  | As-needed Construction Inspection and Technical Support Staffing Services                 | All Utilities                  | Various              | 2009        |                   | X               |                 |
| 53  | City of Azusa                          | WVF-243 Water Main Replacement Project in San Gabriel Canyon Boulevard and Daybreak Drive | Water Main                     | 1,600,000            | 2009        |                   | X               | X               |
| 54  | City of La Palma                       | Sodium Hypochlorite Generating SystemS AT Walker Well and City Yard Sites                 | Well                           | 630,000              | 2008        | X                 | X               |                 |
| 55  | City of La Palma                       | Indigo Ave. Storm Drain                                                                   | Storm Drain                    | 200,000              | 2008        |                   |                 | X               |
| 56  | City of Azusa Light & Water Department | WVF-243 Water Main Replacement Project                                                    | Water Main                     | 1,600,000            | 2008        |                   | X               | X               |
| 57  | City of Norwalk                        | Curtis and King Sewer Lift Station                                                        | Sewer                          | 137,000              | 2008        | X                 | X               |                 |
| 58  | City of Burbank                        | Olive Avenue and Alameda Avenue Intersection Improvements Project                         | Streets                        | 1,300,000            | 2007        |                   | X               |                 |
| 59  | City of Burbank                        | Magnolia Park Improvement Project Phase 5                                                 | Parks                          | 600,000              | 2006        |                   | X               |                 |
| 60  | City of Burbank                        | Buena Vista Street Improvement Project                                                    | Streets                        | 1,500,000            | 2007        |                   | X               |                 |
| 61  | City of Burbank                        | Various Street Improvements                                                               | Streets                        | Various              | 2007        |                   | X               |                 |
| 62  | City of Burbank                        | Johnny Carson park Restroom Restoration project                                           | Parks                          | 300,000              | 2007        |                   | X               |                 |
| 63  | City of Burbank                        | Pacific Park                                                                              | Parks                          | 300,000              | 2006        |                   | X               |                 |
| 64  | City of Murrieta                       | Safe Route to Schools (SR2S) Sidewalk Improv. (PM & CM Services for CIP for 2005-2007)    | Streets                        | 50,000,000           | 2007        |                   | X               |                 |
| 65  | City of Murrieta                       | MVUSD Rd. Improvements (PM & CM Services for CIP for 2005-2007)                           | Streets                        |                      | 2007        |                   | X               |                 |
| 66  | City of Murrieta                       | Fig St. Improvements (PM & CM Services for CIP for 2005-2007)                             | Streets                        |                      | 2007        |                   | X               |                 |
| 67  | City of Murrieta                       | Scott Rd. Improvements (PM & CM Services for CIP for 2005-2007)                           | Streets                        |                      | 2007        |                   | X               |                 |
| 68  | City of Murrieta                       | Washington Ave. Improvements (PM & CM Services for CIP for 2005-2007)                     | Streets                        |                      | 2007        |                   | X               | X               |
| 69  | City of Murrieta                       | Old Town Streets Overlay (PM & CM Services for CIP for 2005-2007)                         | Streets                        |                      | 2007        |                   | X               |                 |
| 70  | City of Murrieta                       | Western Historic Murrieta Storm Drain System (PM & CM Services for CIP for 2005-2007)     | Streets                        |                      | 2007        |                   | X               |                 |
| 71  | City of Murrieta                       | Adams Ave. Improvements (PM & CM Services for CIP for 2005-2007)                          | Streets                        |                      | 2007        |                   | X               |                 |
| 72  | City of Murrieta                       | Vineyard Pkwy. Widening (PM & CM Services for CIP for 2005-2007)                          | Streets                        |                      | 2007        |                   | X               |                 |
| 73  | City of Murrieta                       | Stepp Rd. Improvements (PM & CM Services for CIP for 2005-2007)                           | Streets                        |                      | 2007        |                   | X               |                 |
| 74  | City of Murrieta                       | Whitewood Rd. Improvements (PM & CM Services for CIP for 2005-2007)                       | Streets                        |                      | 2007        |                   | X               |                 |
| 75  | City of Lomita                         | Storm Drain Improvements on 262nd Street and Eshelman Avenue                              | Storm Drain                    | 200,000              | 2007        | X                 | X               | X               |
| 76  | Long Beach Water Department            | Two Alley Service Connection Conversion Projects                                          | Water Main                     | 630,000              | 2007        | X                 | X               | X               |
| 77  | West Basin Municipal Water District    | Anza Avenue Recycled Water Lateral at Sepulveda Boulevard in the City of Torrance         | Recycled Water                 | 66,000               | 2007        | X                 | X               | X               |
| 78  | City of Murrieta                       | Washington Avenue/"B" Street Historic Downtown Improvement Project                        | All Utilities                  | 4,000,000            | 2006        | X                 | X               | X               |
| 79  | City of Hawaiian Gardens               | Safe Route to Schools (SR2S) Fedde Middle School Improvement Project                      | Streets                        | 150,000              | 2006        | X                 | X               | X               |
| 80  | City of Santa Monica                   | City's Fiscal Year 2005 Street and Park Lighting Project                                  | Streets & Lighting             | 2,100,000            | 2006        |                   | X               |                 |
| 81  | City of Alhambra                       | Water Master Plan Main Line Replacement Project                                           | Water Main                     | 1,240,000            | 2006        | X                 | X               |                 |
| 82  | City of Anaheim                        | Katella Avenue 12" Water Main Project                                                     | Water Main                     | 350,000              | 2006        |                   | X               |                 |
| 83  | Long Beach Water Department            | Osgood & DeForest Large Valve and Tie-Ins Project                                         | Water Main                     | 680,500              | 2006        | X                 | X               | X               |
| 84  | Long Beach Water Department            | Water Main Bridge Crossings Repair Project                                                | Water Main                     | 2,300,000            | 2006        |                   | X               |                 |
| 85  | City of Pomona                         | Districts 4, 5, & 6 Water Main Replacement Project                                        | Water Main                     | 2,700,000            | 2006        | X                 | X               | X               |
| 86  | City of Malibu                         | Zumirez Drive Project                                                                     | Streets                        | 500,000              | 2005        |                   | X               |                 |
| 87  | City of Alhambra                       | Water Main Line and Valve Replacement Projects                                            | Water Main                     | 530,000              | 2005        | X                 | X               |                 |
| 88  | City of Pomona                         | Priority 1 Group 3 Projects (Districts 1, 3, & 6)                                         | Water Main                     | 2,000,000            | 2005        | X                 | X               | X               |
| 89  | City of Torrance                       | I-25 Water Main Replacement Project                                                       | Water Main                     | 2,000,000            | 2005        | X                 | X               | X               |
|     |                                        |                                                                                           | <b>Total Construction Cost</b> | <b>\$135,182,500</b> |             |                   |                 |                 |



**SECTION III: STAFF EXPERIENCE**

**ORGANIZATIONAL CHART**



Resumes for our Project Team members are on the following pages.

We will not be utilizing the services of any subconsultants.



**SHAHNAWAZ AHMAD, P.E., QSD**  
**PROJECT COORDINATOR**

**OVERVIEW**

Mr. Ahmad serves as principal-in-charge and/or project manager for projects related to 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.

**PROJECT EXPERIENCE**

**CITY OF ALHAMBRA**

- Provided construction management and inspection services for the Valley Boulevard - Almansor Street Sewer Replacement Project (Project). The work included installation of approximately 1,380 ft. of 36" extra-strength VCP sewer along Almansor St. from San Marino Ave. to Valley Blvd. and approximately 1,830 ft of 30" extra-strength VCP sewer along Valley Blvd. from Almansor St. to Garfield Ave.
- 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.



**EDUCATION:**

University of Karachi, Pakistan,  
B.E., Civil Engineering  
University of California,  
Berkeley,  
M.S., Sanitary Engineering,

**REGISTRATION:**

Registered Civil Engineer,  
California, No. 23712

**MEMBER:**

American Academy of  
Environmental Engineers,  
Diplomate  
American Public Works  
Association  
American Society of Civil  
Engineers  
American Water Works  
Association  
California Water Environment  
Association  
Southern California Water  
Utilities  
Association  
Water Environment Federation

**CITY OF AZUSA**

- Construction management services for the Citrus Avenue Reconstruction Project, from Alostia Avenue north to the northerly city limits, approximately 2,500 feet. The work included installation of new sidewalk, curb, gutter, ADA ramps, restriping of the entire length to match the existing striping, reinstallation of traffic loops, adjustment of water valves and manholes to final grade. The project was funded by the American Reinvestment and Recovery Act (ARRA).

**CITY OF BELLFLOWER**

- Construction management and inspection services for Palo Verde Avenue Pavement Rehabilitation project. The project comprises the rehabilitation/resurfacing of the segment of Palo Verde Avenue that extends from Artesia Blvd. to the South City Limit (approximately 2,600 ft).

**CITY OF GLENDALE**

- Inspection Services for on-call traffic signal projects in the City: Glendale Avenue Wastewater Capacity & Street Improvement, Canada Blvd. Infrastructure Improvements & Honolulu Ave. Rehabilitation, San Fernando Road Lighting Project, and Arden Avenue Rehabilitation, Wilson Streetlight & Traffic Signal upgrades, Doran/Central Development, as well as Colorado Blvd. Parking Lot 10, and Verdugo Rd./Honolulu Ave. Intersection.

**CITY OF GLENDORA**

- Project Manager for street improvements on Lone Hill Ave. from Gladstone St. north to the San Dimas Wash, just south of the I-210 Freeway. Lone Hill Ave. is a very busy street, near shopping areas and the Glendora Auto Center. The work included asphalt overlay, construction staging at heavily traveled intersection. Due to heavy traffic, some work was conducted at night

**CITY OF INGLEWOOD**

- Construction management and inspection services for the Manchester Boulevard Corridor Roadway Improvement project which runs from Ash Street to Van Ness Avenue, approximately 2.9 miles. The section from Ash Street to Crenshaw



Boulevard was ARRA funded and the section from Crenshaw Boulevard to Van Ness Avenue was Redevelopment Agency funded. The project encompassed 1,080,000 square feet of 0" to 2" grinding and 28,000 tons of asphalt rubber hot mix (ARHM) for the overlay.

**CITY OF IRWINDALE**

Construction Manager for the 2020-2021 Resurfacing Project, from Avenida Barbosa and Buena Vista Street from Avenida Barbosa to the City Limits.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

Selected to provide On-Call Construction Management and Inspection Services in support of permitted activities in the road and flood rights of way or Department administered road, bridge, traffic signal, flood control, sewer, and water construction projects located throughout Los Angeles County.

**CITY OF MANHATTAN BEACH**

Project manager for inspection services for rehabilitation of approximately 20,600 ft. of pavement. The work consisted of cold milling existing pavement, and overlay with rubberized asphalt, AC paving, traffic striping and markings, and traffic loop replacement. In addition, the project involved concrete repair, which including sixty ADA access ramp installations within the Liberty Village and twenty-one along Marine Avenue, curb repairs, sidewalk and cross gutter replacements.

**CITY OF NORWALK**

- Inspection of FY 2015/16 Sewer System Rehabilitation Project
- Construction Inspection Services for the Civic Center Drive Rehabilitation Project from Norwalk Boulevard to East of Bloomfield Avenue
- Construction Inspection for Local Streets Rehabilitation

**CITY OF POMONA**

Provided Project/Construction Management Services for Federal Streets Rehabilitation (Districts 2 & 3), Street Improvements Citywide (CDBG) (FY 15-16 to FY 17-18), and Sidewalks – Penmar Lane (CDBG) and ADA Path of Travel (CDBG) (FY 14-15 to FY 16-17) Improvements. This project was administered in accordance with Caltrans Local Assistance Procedures Manual (LAPM), Local Assistance Program Guidelines (LAPG) and Federal Highway Administration’s (FHWA) requirements. A successful audit was conducted by Caltrans.

**CITY OF SAN MARINO**

Project Manager for inspection services for various street segments throughout the City. The work included slurry seal, cold milling asphalt concrete pavement and re-paving with asphalt rubber hot mix; replacing failed aggregate base; replacing all pavement delineation (striping, markings and legends, adjusting utility frames and grates); and providing traffic control.

**CITY OF WHITTIER**

Provided Construction Management and Inspection Services for Palm Avenue and Scenic Drive, north of Beverly Drive, which has had a high number of main breaks and repairs over the years. This area is serviced by a 4-inch cast iron water main constructed in 1929. Due to a network of patches from previous main breaks, the street is in disrepair. As a part of the water main project, the entire 24-foot wide section of Palm Avenue and Scenic Drive will be replaced. In order to prevent excavation of a newly reconstructed street, the project also includes replacement of the existing



## **CRAIG JENTS** **Construction Inspector**

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### **OVERVIEW:**

Mr. Jents retired from the City of Anaheim after 35 years as a Senior Construction Inspector. He worked as Senior Construction Inspector performing various street improvement projects including raised medians, landscaped medians, street resurfacing, sewer/water projects, street widening, and traffic signal modifications.

### **PROJECT EXPERIENCE**

#### **CITY OF ANAHEIM**

- Lincoln & State College intersection widening and signal modification. Installing new poles, conduits and rewiring intersection.

#### **CITY OF BREA**

- \$3.5 million Street Improvement Project – Constructed sewer and storm drain areas. Installed new access ramps, C&G, sidewalks, cross gutters and spandrels.

#### **CITY OF BURBANK**

- Installing new poles, conduits, signal heads, pedestrian heads and rewiring intersections (two projects: 1) safe route to school; and 2) 1-5/SR-134 congestion management project.

#### **CITY OF FONTANA**

- Provided as-needed construction inspection services for the City. Projects include Traffic Improvement at Randall Ave. & Juniper Ave., Fontana Ave. & Arrow Blvd., and Juniper Ave. & Ceres Ave. Another project is inspection of permits.

#### **CITY OF GLENDALE**

- \$4.25 million Street Improvement Project. Approximately 1500' of 12" VCP and 500' of 15" VCP. Cold in place grind and rehab entire project. Placed rubberized asphalt over cold in place, approximately 6300 tons. Constructed 60+ access ramps, along with bus pads, curb & gutter and sidewalk areas. This project was on Glendale Ave. from Broadway to San Fernando

#### **CITY OF GLENDORA**

- Provided inspection services for street improvements on Lone Hill Ave. from Gladstone St. north to the San Dimas Wash, just south of the I-210 Freeway. Lone Hill Ave. is a very busy street, near shopping areas and the Glendora Auto Center. The work included asphalt overlay, construction staging at heavily traveled intersection. Due to heavy traffic, some work was conducted at night.

#### **CITY OF SAN MARINO**

Provided inspection services for various street segments throughout the City. The work included slurry seal, cold milling asphalt concrete pavement and re-paving with asphalt rubber hot mix; replacing failed aggregate base; replacing all pavement delineation (striping, markings and legends, adjusting utility frames and grates); and providing traffic control.

#### **CITY OF STANTON**

Provided inspection services for FY 20/21 Citywide Street Resurfacing Project. The City cover over 3.1 sq. miles of residential, commercial, and industrial areas. The Project aimed to perform several streets improvements and maintenance projects to preserve and improve the integrity of City infrastructure. The work included attending the Kick-Off Meeting; reviewing and approving submittals, updating construction schedule; maintaining a daily log of construction project activity; progress reports; insuring that all applicable utility rules, codes, and safety regulations were followed. Conducted daily measurements of quantities of work with the Contractor; assisted with the review and evaluation of change order work; and assisted in preparing punch lists of uncompleted work non-conformance reports, and deficiency notices.

**EDUCATION:**  
Courses and Seminars related to Public Works



**MARK LUERA**  
**Construction Inspector**

**OVERVIEW:**

Mr. Luera has over 25 years of construction experience for public works projects. He is thoroughly familiar with City, county and municipality regulations, codes and process. Mr. Luera has been commended for his positive relationship with constituents.

**PROJECT EXPERIENCE**

**CITY OF IRWINDALE**

- Provided construction inspection for the 2020-2021 Resurfacing Project, from Avenida Barbosa and Buena Vista Street from Avenida Barbosa to the City Limits.

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS**

Provided inspection for various road projects for LA County including:

- Lotus Avenue Pavement Preservation
- Otterbein Avenue Concrete Phases I & II
- Otterbein Pavement Preservaopm
- West Puente Valley Phase 2 Concrete Restoration
- West Puente Valley Fairgrove Avenue Pavement Restoration
- Private Storm DrainLine 472 Reconstruction
- Pellissier Village Concrete Restoration
- La Seda Pavement Slurry/Scrub
- Workman Mill Road
- Permit Office No 4 – Inspection of various projects including water, sewer, sidewalk, gas, curb and gutter, driveway approaches, storm drain, and film permits. Also, power pole changeouts and all types of various encroachment permits on a daily basis

**CITY OF MANHATTAN BEACH**

- Liberty Village Neighborhood and Marine Avenue Pavement Rehabilitation. Provided inspection services for rehabilitation of approximately 20,600 ft. of pavement. The work consisted of cold milling existing pavement, and overlay with rubberized asphalt, AC paving, traffic striping and markings, and traffic loop replacement. In addition, the project involved concrete repair, which including sixty ADA access ramp installations within the Liberty Village and twenty-one along Marine Avenue, curb repairs, sidewalk and cross gutter replacements.

**ORANGE COUNTY PUBLIC WORKS**

- Ocean View Channel Rehabilitation - Provided construction Inspection Services which included crack seal work in the channel.
- Cowan Heights PCC and AC Remedial Repair Project – Provided Construction Inspe Services for road maintenance project performed under OC Construction’s Job Order Contract, including grinding operations, placement of base materials, asphalt concret placement and fabrication of structural steel, erection of falsework and forms and placement of concrete.



**EDUCATION:**

Citrus College  
Public Works Plan  
Interpretation &  
Estimating:  
A course in developing  
the ability to interpret  
plans and estimate  
time, material, labor  
and equipment  
needed for public  
works projects



**HUGO MAGANA**  
**AutoCAD Designer**

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. Mr. Magaña His expertise is in GIS software and AutoCAD.

**PROJECT EXPERIENCE**

**CITY OF ALHAMBRA**

- Main Street Sewer Replacement – CAD plans for the Replacement of approximately 1,858 LF of an existing 8-inch sewer main with a 12-inch sewer main on Main Street, between Bushnell Avenue and Atlantic Boulevard. The existing 8” sewer main is located on the westbound lanes of Main Street. The City’s Sewer System Rehabilitation Plan identified this location as the highest priority for improvements due to its aging conditions and to improve sewage flow capacity in the area.

**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. In addition, the project consists of the replacement or reconnection of existing service laterals and reconnections to the existing water mains.

**CITY OF HUNTINGTON BEACH**

- Water Valve Replacement – Prepared CAD plans for design of water valves replacement in approximately 50 separate locations throughout the City’s water system. Over 50% of those locations are expected to be closer to the coast, in area of low elevations where groundwater may be encountered and the other 50% will be located inland.

**CITY OF INGLEWOOD**

- Prepared plans for Sewer Main Replacement Project, Phase I, to upgrade/repair or replace segments of the existing 8” to 15” vitrified clay pipe (VCP) throughout the City to improve the existing sewer system. In addition, the project consisted of the replacement or reconnection of existing sewer laterals within the project area as a result of the replacement of the existing VCP. The Project also involved reconnections to existing sewer mains, two of which are owned by Sanitation Districts of Los Angeles County (LACSD). The total approximate length of pipe replaced was 5,352 feet

**CITY OF MANHATTAN BEACH**

- Plans and specifications for various sewer reaches throughout the City.

**CITY OF MONTEREY PARK**

- Sewer Spot Repairs and CIPP Installation - plans and specifications for 91 spot repairs and 9,730 ft. of CIPP installation in various locations throughout the City. The project involved review of CCTV videos to verify the work involved.

**CITY OF ONTARIO**

- Water Main Replacement - Plans & specifications approximately 25,430 LF of water mains at 30 various locations. The improvements will replace existing water mains of diameters ranging from 2” to 12” to proposed 8” and 12” sizes. In addition, at one of the locations, OMUC desires to install 450 LF of new 8” water main. The improvements will include replacement of service laterals, fire hydrants and other related appurtenances.



**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



## **SECTION IV: PROJECT UNDERSTANDING**

### **PROJECT UNDERSTANDING**

As your Construction Inspector, SA Associates will inspect pavement rehabilitation of the areas specified in the Project Location Map in the RFP. Our understanding is that they include:

- Manhattan Beach Service Road from Rixford Avenue to Eastwood Avenue
- Eastwood Avenue from Manhattan Beach Boulevard to North End
- Sayler Avenue from Manhattan Beach Boulevard to North End
- Osage Avenue from Manhattan Beach Boulevard to North End
- Avis Avenue from Manhattan Beach Boulevard to North End
- 167<sup>th</sup> Street from Hawthorne Boulevard to Freeman Avenue
- 161<sup>st</sup> Street from Inglewood Avenue to Grevillea Avenue

The scope of work consists of pavement improvements, pavement resurfacing, remove and replace sidewalk, curb ramps, curb and gutter, v-gutter, alley intersection, driveway approaches, remove trees, adjust manholes and utility covers, striping, signing, pavement markings, and other associate elements of work.

The construction schedule is 90 calendar days and the Engineer's Estimate is \$1,150,000.

### **KEY ISSUES/CONSTRAINTS/PROBLEMS TO BE ANTICIPATED DURING THE CONSTRUCTION**

From a Construction Management perspective, the Project is a manageable project that involves multiple facets, including private utility company coordination, public agency coordination, and City coordination. Since the Project affects private and public property access and water service, proper bypassing and traffic control will be imperative. Based on our site investigation, our review of the Plans, and our general understanding of similar projects, we understand the following to be key issues during construction:

- Submittals

The submittal, review, and acceptance of the shop drawings is an important part of keeping the Project on schedule and ensuring a quality product that meets City standards. If the Contractor submits an "or equal" product, it is important to ensure that the proposed "or equal" manufacturer not only offers a product that is constructed of materials that can handle the Project requirements, but also is one with which City staff is familiar.

Based on our experience with several recent construction projects, we have the experience to ensure that the submittal and submittal review process is a streamlined process. Due to our recent CMI experience, we would like to suggest that the Contractor make only PDF submittals via email (we believe that this process is much more efficient). We would also like to encourage the Contractor to have all appurtenant items appear under the same overall submittal number as this saves time as opposed to too many itemized submittals.

We will develop and implement a submittal log that will identify all of the required project submittals as identified in the design specification. The dates of submission shall be determined and approved by all affected parties during the pre-construction meeting and the submittal review process and logs will be reviewed at each job progress meeting. SA Associates will ensure that the Contractor provides accurate and quality submittals that meet specifications and properly identify equipment.

- Protection of Underground Utilities

The Project sites contain significant utility presence, which affects excavation, backfill, and pipe installation. The protection of existing utilities will be imperative in order to avoid costly delays.



- Safety of Public

There are safety concerns with this Project which could pose a threat to pedestrian safety. Ensuring safety and protection of underground utilities/facilities will be important to prevent serious accidents. It will also be important to provide proper barriers to keep public out of the work areas. We will ensure the Contractor has a safety program in place and responsibilities regarding safety and health during construction phase will be clearly allocated between involved parties. The inspector will monitor safety, including both general (OSHA, General Conditions) and any specific measures.

- Traffic Control

For this Project, the Contractor is to submit Traffic Control Plans prepared, signed and sealed by a California Registered Traffic Engineer to the City. Proper traffic control will be required to ensure that the Project does not pose safety concerns to the commuters and the public. We will review and monitor all traffic control and detour plans submitted by the Contractor for compliance with the contract documents, for completeness, and for adequacy to accommodate traffic during each planned stage of construction.

- Coordination with the City

To minimize customer complaints, it will be necessary to coordinate with the City and the Contractor to ensure that proper public notification is provided. Effective coordination will also help mitigate any short-term construction related impacts that may be associated with the Project. We will ensure proactive relations during construction, advisories, and periodic updates to keep all parties, including residents affected by construction works, well informed, and to minimize delays/interruptions to the Project.

Based on the conclusions stated above and on the previous page, it is important that the CMI team understand the requirements of street rehabilitation and reflect well on the values of the City. With this in mind, SA Associates is committed to providing quality staff members who not only have the capability of satisfying the project tasks, but also have a track record of similar projects and working well with all impacted agencies and local residents.

## SCOPE OF WORK

We will be able to provide the services listed on Page 11 of your Request for Proposal and **will not reiterate them here**. The following is an enhancement of the scope of work:

1. Provide field observation during construction. We will conduct detailed site observations of the general progress of the work to determine if the work is proceeding in accordance with the contract documents.
2. Provide inspection of the contractor's location, alignments, grades to ensure compliance with the project design.
3. Maintain accurate records of construction quantities and materials, coordinate and schedule sampling and testing of construction materials, soil and AC compaction tests. Arrange for batch plant inspections. Retain tickets prior to placement of material, record up-to-date construction information to use in preparation of the record drawings.
4. The Construction Inspector will attend pertinent meetings, ensure compliance with ADA requirements and the contract documents, and prepare daily reports. Inspector will report to City any violations to any applicable regulations. Inspector will maintain a copy of the contract documents and construction-related documents at the site.
5. The Construction Inspector will coordinate all construction activities with the utility companies and other agencies within the project area and as required by the City.
6. Prepare construction inspection reports. The on-site observer will complete a daily report of events that occur at the jobsite. SA Associates will implement a format for these reports which will include the following:
  - a. Contractor's working hours on the jobsite. A separate log will be maintained if the contractor works two shifts or nights.

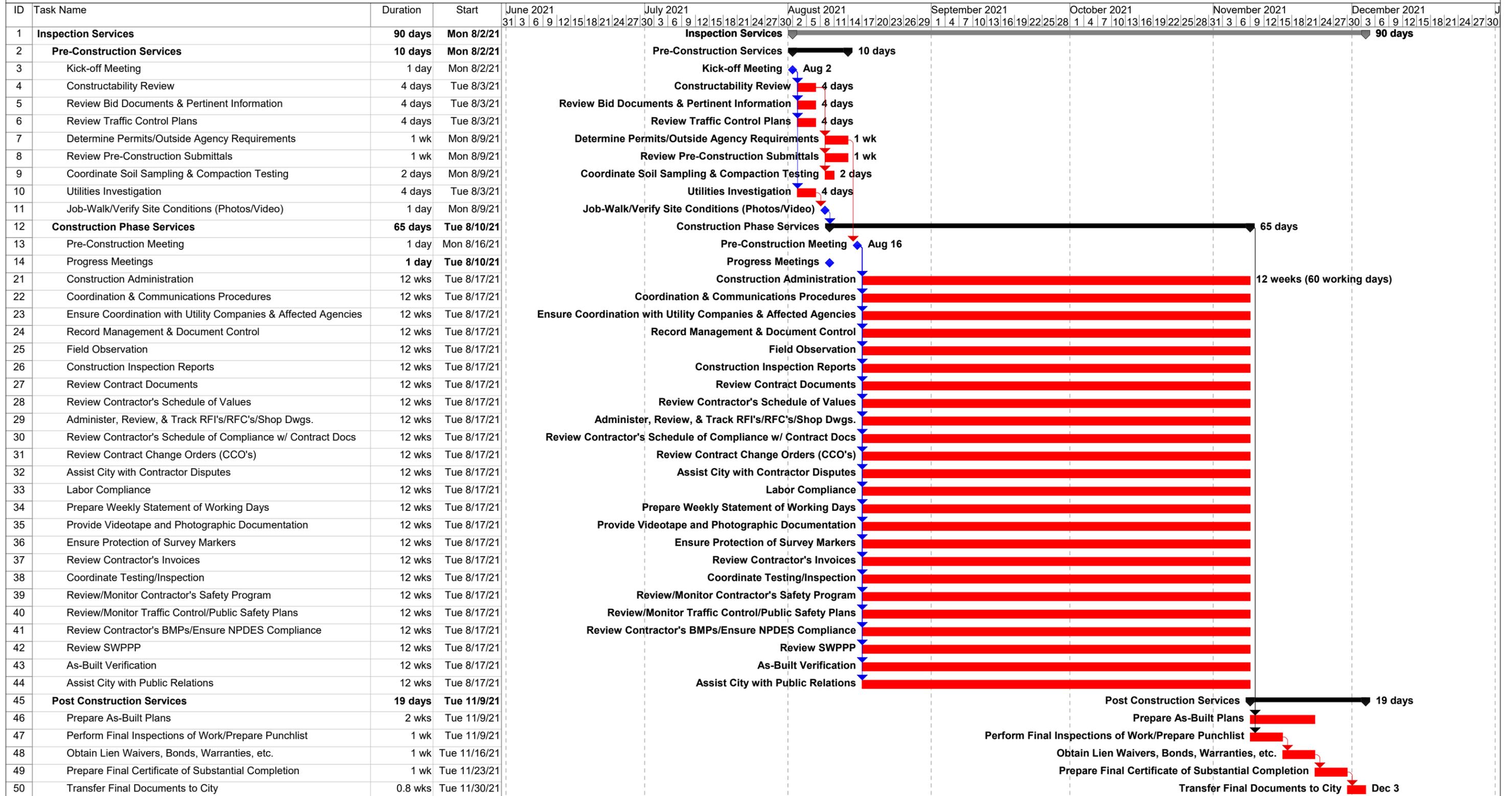


- b. Contractor and subcontractor personnel and equipment on the jobsite.
  - c. Weather conditions and observations as to the effect on the progress of the work.
  - d. Decisions or directions given to the contractor. Items of this nature would be those of usual work progress with directions to be included in a more formal manner.
  - e. Daily utilization of the contractor and subcontractor equipment on the site, but obviously idle or in temporary storage will be so noted on the report.
  - f. Observations connected with the progress of the work including deficiencies or violations of contract requirements by the contractor.
  - g. Materials delivered to the job site, together with indication as to results of inspection thereof.
  - h. Observed or potential delays and apparent causes. The contractor's reaction to these delays will be noted.
  - i. Data relative to claims, extras or deduction. This should include those noted and agreed, as well as potential claims or items of disagreement.
  - j. Lists of visitors, including testing laboratory representatives or others.
7. The Inspector will review contract documents and interpret the drawings as necessary to answer the questions raised by the contractor. The Inspector will determine if resolution can be developed by application of the plans, typical details, the specifications, and applicable codes and standards. If the resolution cannot be determined from these or similar documents, the Inspector will consult with the City and ask for additional interpretations. SA Associates will coordinate through the City, the development of a revised design so that it is compatible with field conditions or status of the work, with the goal of minimizing or mitigating the impact on the contractor's work.
  8. Review and monitor all traffic control and public safety plans for compliance with all safety laws and regulations. Review all detour, lane closures, temporary access, signing, delineation and traffic control plans. Inspector will enforce traffic control safety requirements, in and around construction zones. Review and monitor the contractor's safety program. The inspector will enforce on-site safety requirements and will report to City on any observed deviations from the plan.
  9. Provide video tape and photographic documentation of project site prior to, during, and after construction. Ensure that any survey markers disturbed by Contractor are restored by Contractor.
  10. Maintain a set of contract documents with up-to-date information regarding all addenda, substitutions, clarifications and changes.
  11. Coordinate any certified technical inspections, field testing, or laboratory testing required for a project. Ensure that Contractor has notified utilities affected by the project.
  12. Provide punch list of work to be completed at the end of the project and perform inspections of uncompleted items to determine substantial completion
  13. The Construction Inspector will maintain a copy of the plans on the site with all the changes. Upon completion of construction, SA Associates will conduct an As-Built verification, prepare and provide a copy of As-Built plans to the City.
  14. Review the Contractor's "Best Management Practices" plan prior to beginning of construction. Monitor the Contractor's implementation to prevent storm water pollution from related activities in compliance with the National Pollutant Discharge Elimination System (NPDES).
  15. Review of Storm Water Pollution Prevention Plan (SWPPP) as required by the City.
  16. Assist in maintaining a good relationship with the public. The Inspector will immediately report to the City any inconvenience to the public and will try to remedy arising problems as soon as possible, subsequent to his/her discussion with the City.

After completion of the project, turn over all documents and photos to the City in hardcopy

**SECTION V: DETAILED SCHEDULE**

**City of Lawndale  
Construction Inspection Services for  
FY 2020/21 Annual Street Improvement Project  
Project Schedule**





## **SECTION VI: STATEMENT OF ACCEPTANCE OF TERMS AND CONDITIONS**

SA Associates has reviewed the City's standard consultant services agreement. We accept the terms and conditions, however, we do have comments on Item 5.2 as follows:

### **5.0 INSURANCE AND INDEMNIFICATION**

#### **5.2 Indemnification.**

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including *reimbursement of reasonable* attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.



**SECTION VII: SAMPLES OF WEEKLY STATEMENT OF WORKING DAYS and INSPECTOR DAILY REPORTS**

**WEEKLY STATEMENT OF WORKING DAYS SAMPLES:**



**CITY OF GLENDORA  
WEEKLY STATEMENT OF WORKING DAYS**

**STATEMENT OF CONTRACT PROGRESS**

(45 CALENDAR DAY CONTRACT)

|                                                                                                                  |                                                               |                        |          |
|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------------|----------|
| PROJECT NAME:                                                                                                    | Lone Hill Street Improvement (Gladston St. to San Dimas Wash) |                        |          |
| PROJECT NUMBER:                                                                                                  | Plan No.1274                                                  | SA Associates Job No.: | 1022.008 |
| CONTRACTOR:                                                                                                      | Gentry Brothers                                               |                        |          |
| THE FOLLOWING STATEMENT SHOWS THE NUMBER OF CALENDAR DAYS CHARGED TO YOUR CONTRACT FOR THE WEEK ENDING (SUNDAY): |                                                               | WEEK ENDING: DATE:     | DAYS:    |
|                                                                                                                  |                                                               | 4-7-19                 | 45       |

| CODE: |                                                                                 |
|-------|---------------------------------------------------------------------------------|
| A     | WORKING DAY                                                                     |
| B     | NON-WORKING DAY BECAUSE OF WEATHER OR WEATHER CONDITION (EXPLAIN)               |
| C     | NON-WORKING DAY BECAUSE OF RELOCATION AND /OR ALTERATION OF UTILITIES (EXPLAIN) |
| D     | NON-WORKING DAY BECAUSE OF _____ (EXPLAIN)                                      |
| H     | HOLIDAY                                                                         |
| L     | LIQUIDATED DAMAGES                                                              |
| W     | WEEKEND                                                                         |

| DATE:  | DAY:  | CODE: | EXPLANATION |
|--------|-------|-------|-------------|
| 4-1-19 | MON.  | A     |             |
| 4-2-19 | TUES. | A     |             |
| 4-3-19 | WED.  | A     |             |
| 4-4-19 | THURS | A     |             |
| 4-5-19 | FRI.  | A     |             |
| 4-6-19 | SAT.  | W     |             |
| 4-7-19 | SUN.. | W     |             |

|                                              |         |    |
|----------------------------------------------|---------|----|
| FIRST WORKING DAY                            | 3-18-19 |    |
| CALENDAR WORKING DAYS SPECIFIED IN CONTRACT  |         | 45 |
| TIME EXTENSIONS DUE TO EXTRA WORK            |         | 0  |
| TIME EXTENSIONS DUE TO NON-WORKING DAYS      |         | 0  |
| REQUIRED DATE OF COMPLETION                  | 5-17-19 |    |
| CALENDAR WORKING DAYS TO DATE                |         | 15 |
| CALENDAR DAYS REMAINING TO COMPLETE CONTRACT |         | 30 |
| CALENDAR DAYS LIQUIDATED DAMAGES THIS PERIOD |         | 0  |
| CALENDAR DAYS LIQUIDATED DAMAGES TO DATE     |         | 0  |
| INSPECTORS ESTIMATED COMPLETION DATE         | 5-17-19 |    |

*Craig Post*  
ONSITE CONSTRUCTION INSPECTOR  
SA ASSOCIATES

**NOTE:**

THE CONTRACTOR WILL BE ALLOWED FIFTEEN (15) DAYS IN WHICH TO PROTEST IN WRITING THE CORRECTNESS OF THIS STATEMENT, OTHERWISE THE STATEMENT SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY THE CONTRACTOR AS BEING ACCURATE AND CORRECT.

DISTRIBUTION: CITY OF GLENDORA CONTRACTOR ONSITE INSPECTOR



INSPECTOR DAILY REPORTS:



CITY OF IRWINDALE
DAILY INSPECTION REPORT

Report No.: 001
Date: 05/12/21
Day of Week: Wednesday
Start Time: 7:00 AM
Finish Time: 6:30 PM
Hours Worked Reg:
Hours Worked OT:
Db T or Night Work:
SAA Job No.: 1096.002

Project Name: 2021- Resurfacing Project, Avenida Barbosa and Buena Vista Street from Avenida Barbosa to City Limits
Project No.: P-1026
Contractor: Hardy & Harper, Inc.
Weather/Temp: 76 ° F ; cloudy in the morning; sunny the rest of the day

Table with 2 main columns: Location of Work (Roadway & Stations) and Employee, Equipment, or Bid Information. Includes sub-table for equipment types like Pavement Grinding System, Bobcat, Sweeper, Water Truck, and Pick-up trucks.

Table titled 'WORKED PERFORMED' with columns for Time and Activity. Contains detailed notes on grinding operations, equipment usage, and site observations.

Table titled 'MISCELLANEOUS NOTES' with a large empty space for additional information.



**CITY OF IRWINDALE**  
**DAILY INSPECTION REPORT**

Project Name: 2020-2021 Resurfacing Project, Avenida Barbosa and Buena Vista Street from Avenida Barbosa to City Limits  
Project No.: P-1026  
Contractor: Hardy & Harper, Inc.  
SAA Job No. 1096.002

Report No.: 001  
Date: 05/12/21

| WORKED PERFORMED (CONTINUED) |                                                                                                                                                                                                                          |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Time                         | Activity                                                                                                                                                                                                                 |
|                              | to 3"; based on the field work, this appears to have satisfied his concerns; in any case, he asked that we remain vigilant in this regard                                                                                |
|                              | Although the plans say 2" grind on both streets, City agreed to 2" on Buena Vista and 3" on Avenida Barbosa                                                                                                              |
|                              | SE Corner of Avenida Barbosa & Buena Vista: Bobcat needs to remove ac along concrete gutter better; mention it to Rafa; he will inform Bobcat operator                                                                   |
|                              | Rafa met with City of Hope's contractor to temporarily remove sand bags and traffic barriers at Village Road; he will move to the side while the grinding and paving take place; he'll replace when work finished        |
|                              | Have taken photos throughout the day of the construction                                                                                                                                                                 |
|                              | Rafa says that they are trying to finish the grinding by 6:00 PM so that they can prepare for the paving by 8 PM                                                                                                         |
|                              | Haven't grinded the ac in the intersection of Buena Vista & Avenida Barbosa; wait till evening                                                                                                                           |
|                              | According to Luis, the goal of the project was to have the pavement joint along the traffic stripping; he also mentioned to Rafa that it was okay to place a joint in the middle of the turning lane                     |
|                              | Luis is scheduled to bring around his supervisor Daniel Co before the end of business today                                                                                                                              |
|                              | Walked with Rafa delineating cut lines along Buena Vista & Aveida Barbosa; also measured mill depths along the way                                                                                                       |
|                              | Because the width of the grinder is 7', the grinder will have to make multiple passes along those streets                                                                                                                |
|                              | Water from the customer's sprinklers system, along the north side of Avenida Barbosa, remained confined to the concrete gutter; never making its way onto the recently milled ac pavement                                |
|                              | Milling would have continued non-stop if not for the requirement to supplement the machine with water every 45 minutes and the periodic change out of grinder teeth; also dump trucks deposited loads about 1 block away |
|                              | Started receiving equipment in preparation for night work; mobile lights, compactors, etc.                                                                                                                               |
|                              | Left site at 6:30 PM                                                                                                                                                                                                     |



CITY OF GLENDORA DAILY INSPECTION REPORT

Page 1 of 2

Report No.: 8

Date: 3-27-19

Day of Week: Wed.

Start Time: 7:00

Finish Time: 4:30

Hours Worked Reg: 8.5

Hours Worked OT:

Dbl T or Night Work:

Project Name: LONE HILL STREET IMPROVEMENT (From Gladstone St. to San Dimas Wash), Plan No. 1274
SAA Job No.: 1022.008
Contractor: Gentry Brothers

Table with columns: Location of Work (Roadway & Stations), Hours or Bid Item No./Description, Item, Name, Classification, Equipment Type, #12 DRY WOLLS, and IDLE OR DOWN. Includes handwritten entries for personnel and weather.

Table titled 'WORKED PERFORMED' with columns: Time and Activity. Contains handwritten log of work activities from 9:00 to 2:10.





CITY OF IRWINDALE DAILY INSPECTION REPORT

Report No.: 001
Date: 05/12/21
Day of Week: Wednesday
Start Time: 7:00 AM
Finish Time: 6:30 PM
Hours Worked Reg:
Hours Worked OT:
Db T or Night Work:
SAA Job No.: 1096.002

Project Name: 2021- Resurfacing Project, Avenida Barbosa and Buena Vista Street from Avenida Barbosa to City Limits
Project No.: P-1026
Contractor: Hardy & Harper, Inc.
Weather/Temp: 76 ° F ; cloudy in the morning; sunny the rest of the day

Table with 2 main columns: Location of Work (Roadway & Stations) and Employee, Equipment, or Bid Information. Includes sub-table for equipment types like Pavement Grinder, Bobcat, Sweeper, Water Truck, and Pick-up trucks.

Table titled 'WORKED PERFORMED' with columns for Time and Activity. Contains detailed notes on grinding operations, equipment usage, and site observations.

Table titled 'MISCELLANEOUS NOTES' with a large empty space for additional information.

**SECTION VIII: ADDENDUM NO. 1**



**REQUEST FOR PROPOSALS (RFP)  
Construction Inspection Services  
For  
FY 2020/21 Annual Street Improvement Project**

**A D D E N D U M   N O . 1**

**Date:** June 28, 2021

**The following are additions, deletions, and substitutions to the Contract Documents for the above project.**

***Addition** – The attached Notes from received questions, shall be incorporated into the contract documents.*

***Addition** – The attached Addendum #1 to the Specification -FY2020-21-Street Improvement Project, shall be incorporated into the contract documents (total of 6 pages)*

RFPs are due no later than 3:00 P.M. on July 06, 2021, at the City of Lawndale's Public Works' Office, located at 4722 Manhattan Beach Blvd., Lawndale, California 90260. **Please note RFPs submitted without these pages signed, dated, and attached may be rejected.** If you have any questions or comments, contact Kevin Moghadasi at (310) 973-3265.

Very truly yours,

CITY OF LAWDALE

A handwritten signature in blue ink, appearing to read 'Julian Lee', is written over a horizontal line.

Julian Lee, P.E.  
Public Works Director

Received by:

Contractor: SA Associates Date: July 6, 2021

Signature: Kevin Moghadasi

**Question Received:**

1. Question: Does the City want the consultant to provide materials testing services or just oversee/coordinate these services provided by others?  
Response: **The selected consultant will only oversee the results of material testing services provided by others.**
2. Question: Is it possible for us to submit our proposal to you via email given the Covid-19 climate?  
Response: **The proposal may be submitted via email.**
3. Question: How many inspection hours per day does the City would like the consultant to provide during the course of the project?  
Response: **The selected consultant will provide inspection for eight hours per day.**
4. Question: For 161<sup>st</sup> Street, does the City need coordination services to assist the City obtain an encroachment permit from the Railroad Company or other agency? What other agencies you need assistance on?  
Response: **No encroachment permit will be required.**
5. Question: The RPF is issued with the Title "Construction Inspections Services," but on page 6, Section B is titled "Construction Management/Inspection Services." Please provide clarification.  
Response: **The selected consultant will provide only inspection services.**
6. Question: What is the Funding Source for the project?  
Response: **The funding sources for the project are SB 1, CDBG, General Fund, and Measure M.**
7. Question: Does the city require Labor Compliance services for CDBG and/or State/Federal as part of the proposal? Or does the City have its own consultant to perform the Labor Compliance?  
Response: **The city will utilized its own consultant to perform the Labor Compliance.**
8. Question: Design capabilities and design services? Is not the RFP for inspection services only?  
Response: **The selected consultant will provide only inspection services.**
9. Question: Accident reports? This pertains to accidents during construction only, right?  
Response: **This pertains to accidents during construction only.**
10. Question: The contract will be for 90 calendar days. For the purpose of the fee proposal, will 65 working days be reasonable?  
Response: **For the purpose of the fee proposal, 65 working days should be reasonable.**

Received by:

Contractor: SA Associates Date: July 6, 2021

Signature: 

11. Question: The Scope of Services mentions Construction Management/Inspection services. Is the City looking for a Construction Manager in addition to the Inspector?  
Response: **The selected consultant will provide only inspection services.**
12. Question: Will the City have a Material Testing firm on hand for quality assurance, or should we include that in our proposal?  
Response: **The selected consultant will only oversee the results of material testing services provided by others.**
13. Question: Are plans begin prepared in addition to the specifications? Is so, when will they be available?  
Response: **There is no plans for this project.**
14. Question: There is a conflict in the number of copies of the proposal require. Page 3 calls for 3 copies. Page 4 calls for 5 copies. Please provide the correct number.  
Response: **Please provide 3 copies of the proposal including electronic copy.**
15. Question: Are there any federal or state funds involved in this project?  
Response: **SB 1 and CDBG are involved in this project.**
16. Question: Is this project for Construction Inspection Services only or is Construction Management also required? Will the City be providing Construction Management? On Page 6, Item B of the RFP, it refers to Construction Management/Inspection Services.  
Response: **The selected consultant will provide only inspection services.**
17. Question: On Page 7, there is a reference to design capabilities, design services, and preparing accident reports. Please confirm if this is required.  
Response: **Design capabilities, design services, and preparing accident reports are not required.**

Received by:

Contractor: SA Associates Date: July 6, 2021

Signature: 



**FY 2020/21 ANNUAL STREET IMPROVEMNET PROJECT  
PROJECT NO. 2021-7 AND PROJECT NO. 2021-8**

**ADDENDUM NO. 1**

**Date:** June 23, 2021

**The following are additions, deletions, and substitutions to the Contract Documents for the above project.**

*Addition – The attached Notes from Pre-Bid Meeting, dated June 22, 2021, shall be incorporated into the contract documents.*

*Addition – The attached 2021 Income Certification. Refer to Communnality Development Block Grant Requirements in Part K of the project specification.*

Bids are due no later than 10:00 A.M. on June 30, 2021, at the City of Lawndale's City Clerk's Office, located at 14717 Burin Avenue, Lawndale, California 90260. **Please note bids submitted without these pages signed, dated, and attached may be rejected.** If you have any questions or comments, contact Kevin Moghadasi at (310) 973-3265.

Very truly yours,

CITY OF LAWNSDALE

Julian Lee, P.E.  
Public Works Director

Received by:

Contractor: SA Associates Date: July 6, 2021

Signature: Shelving Almt

# CITY OF LAWNSDALE

## FY 2020/21 ANNUAL STREET IMPROVEMNET PROJECT PROJECT NO. 2021-7 AND PROJECT NO. 2021-8

### Pre-Bid Meeting – Notes

Pre-bid meeting was held virtually on June 22, 2021, at 10:30 A.M. for the construction of the subject project. The following people attended:

|                   |                      |
|-------------------|----------------------|
| Aaron Freire      | All American Asphalt |
| David Espinosa    | Espinosa Engineering |
| Dallas Daniels    | Excel Paving         |
| Ashlie Blanchard  | Hardy and Harper     |
| Matt Lawrence     | Kalban Inc.          |
| Thomas Dietz      | Onyx Paving          |
| Daneil Bustamante | Sequel Contractors   |
| Ben Ramirez       | Toro Enterprises     |
| Kevin Moghadasi   | City of Lawndale     |
| Jack Martin       | City of Lawndale     |

The following items were discussed:

1. Mr. Kevin Moghadasi started the meeting with introductions of people in attendance.
2. The limits of work were reviewed for the project. Mr. Moghadasi provided following locations:
  - Manhattan Beach Service Road from Rixford Ave. to Eastwood Ave.
  - Eastwood Ave. from Manhattan Beach Blvd. to the North End.
  - Sayler Ave. from Manhattan Beach Blvd. to North End.
  - Osage Ave. from Manhattan Beach Blvd. to North End.
  - Avis Ave. from Manhattan Beach Blvd. to North End.
  - 167<sup>th</sup> Street from Hawthorne Blvd. to Freeman Ave.
  - 161<sup>st</sup> Street from Inglewood Ave. to Grevillea Ave.
3. Mr. Moghadasi provided the engineer's estimate amount of \$1,150,000.00.
4. Construction duration 90 calendar days and liquidated damages of \$1,000.00 per day.

Received by:

Contractor: SA Associates Date: July 6, 2021

Signature: *Kevin Moghadasi*

5. Mr. Moghadasi explained the scope of work consisting of pavement improvements, pavement resurfacing, remove and replace sidewalk, curb ramps, curb and gutter, V-gutter, Alley Intersection, driveway Approaches, striping, signing, pavement markings, and other related work as described in the Specifications and Contract Documents, by reference, made a part hereof. He also noted that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
6. Mr. Moghadasi provided following key personnel for this project:
  - Public Works Director: Julian Lee, P.E 310-973-3266
  - Project Engineer: Kevin Moghadasi, E.I.T 310-973-3265
  - City Inspector: Jack Martin 310-901-3039
  - Admin: Elizabeth Elletson 807 310-973-3268
  - Labor Compliance: Sandra Lee 213-663-6096
7. Mr. Moghadasi reminded the contractors must complete and include following forms with the bid submittal:
  - Section A and B, Submit Bid Section- C (Bid Forms), Section D (bid Bond), Section E Information required of Bidders
  - Federal forms to be submitted with BID (CDBG Project) Requirements): The forms contained in section K, including section 3 forms
8. Mr. Moghadasi pointed out that this project is a federally-assisted construction contract; therefore, Federal Labor Standards Provisions, including prevailing wage requirements of Davis-Bacon and Related Acts (DBRA) will be enforced.
9. Mr. Moghadasi discussed the project sequence as follows:
  - Pre-Bid meeting /Required Bid Document/ Bid Opening
  - Notice of Award
  - Execute Contract
  - DIR Registration
  - Construction Schedule
  - Insurances and Bonds
  - Notice to Proceed
  - Pre-Con Meeting
  - Job Walk

Received by:

Contractor: SA Associates Date: July 6, 2021

Signature: *Julian Lee*

10. The contractor is required to obtain City of Lawndale Business License and the contractor is required to obtain an encroachment permit from Public Works Department at No Fee.
11. Mr. Moghadasi noted that normal work hours would be Monday through Friday, from 7:00 am to 5:00 pm excluding holidays.
12. The contractor shall be responsible for notifying the residences in the construction area with letters regarding the construction activity. Contractor shall notify the residents (1) three (3) days in advance of the project mobilization, (2) 48 hours before the direct construction activity, and (3) day of the direct construction activity. Notification letter to the residents must be approved by the City prior to distribution.
13. Mr. Moghadasi stated that the contractor will be responsible for traffic control. Accommodation of the public as far as practicable is essential, including commuters, residents, businesses, schools and driveways. All traffic control shall follow MUTCD/WATCH MANUAL.
14. Contractor shall provide map showing all of the staging area.
15. Progress payment is required to be turn in with any invoice for payment process for monthly payment.
16. All submittals/Items to be approved by Engineer at least 10 days in advance of placement.
17. Mr. Moghadasi indicated that the contractor shall be responsible for the safety of the project site at all times and the contractor shall hold regular safety meeting.
18. The contract will be monitored for the following and interviews conducted to ensure compliance with Labor Compliance:
  - Certified Payroll
  - Fringe Benefits
  - Apprenticeships
  - DIR registration is required.

Received by:

Contractor: SA Associates Date: July 6, 2021

Signature: *Shervon Almt*

19. All contractors and subcontractors must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement)

20. Questions received by contractors:

1) **Question:** Is this project a "HUD section 3" project?

**Response:** Yes, the project partially funded by Community Development Block Grant (CDBG) which requires HUD section 3 construction contract requirements to be met (Please refer to Part K of the Project Specification for more details)

2) **Question:** Can you clarify which of the Exhibits (1-18) need to accompany the bid at the time of bid?

**Response:**

**Exhibits that should be returned with the bid:**

- Exhibit 6 – Prime Contractor's List of Proposed Subcontractors
- Exhibit 7 – Certification of Understanding and Payroll Authorization
- Exhibit 9 – Non-Segregated Facilities Certification
- Exhibit 10 – Past Performance Certification
- Exhibit 11 – Notice of Equal Employment Opportunity
- Exhibit 12 – Federal Lobbyist Certification
- Exhibit 17 – Section 3 Clause and Program forms
- Contractor's Certificate Regarding Workers Compensation (Page I-1)

**Exhibits that will be required for selected contractor:**

- Exhibit 8 – Report of Additional Classification and Rate
- Exhibit 6 – Prime Contractor File Checklist
- Exhibit 14 – Fringe Benefit Payment Certification
- Exhibit 15 – Statement of Compliance
- Exhibit 16 – Agency Report of Contract Award
- Exhibit 13 – County Lobbyist Certification

3) **Question:** Can you clarify clarification on Liquidated Damage. Is it \$1,000 per Calendar Day or Working day?

**Response:** Per Working Day

Received by:

Contractor: SA Associates Date: July 6, 2021

Signature: *Juliana Alonzo*





**SA**

ASSOCIATES

1130 W. Huntington Drive, Unit 12  
Arcadia, CA 91007  
Tel 626.821.3456  
Fax 626.445.1461  
[www.saassociates.net](http://www.saassociates.net)



**CITY OF LAWDALE**  
**CONSTRUCTION INSPECTION SERVICES FOR**  
**FY2020/21 ANNUAL STREET IMPROVEMENT PROJECT**  
**FEE PROPOSAL**

| Task                                           | Proj.<br>Coord. | Engr.    | Des.     | Insp.      | Sec.      | Total      |               |
|------------------------------------------------|-----------------|----------|----------|------------|-----------|------------|---------------|
|                                                |                 |          |          |            |           | Hours      | \$            |
| A. Pre-Construction Engineering Services       | 12              | 0        | 0        | 12         | 4         | 28         | 5,000         |
| B. Construction Management/Inspection Services | 36              | 0        | 8        | 520        | 18        | 582        | 73,000        |
| <b>TOTAL</b>                                   | <b>48</b>       | <b>0</b> | <b>8</b> | <b>532</b> | <b>22</b> | <b>610</b> | <b>78,000</b> |

**Hourly Charge Rate and Expense Reimbursement Schedule**

| Position               | Hourly Rates |
|------------------------|--------------|
| Project Coordinator    | \$195.00     |
| Engineer               | \$165.0      |
| AutoCAD Designer       | \$102.00     |
| Construction Inspector | \$120.00     |
| Secretary              | \$ 92.00     |

**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 | \$ 0.62/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, 2021



**CITY OF LAWDALE**  
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: August 2, 2021  
TO: Honorable Mayor and City Council  
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*  
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

No supporting documentation was forwarded to the City Clerk Department for this item.