

This Agenda contains a brief general description of each item to be considered. Copies of the Staff reports or other written documentation relating to each item of business referred to on the Agenda are on file in the Office of the City Clerk and are available for public inspection. Any person who has a question concerning any of the agenda items may call the City Manager at (310) 603-0220, ext. 200.

Procedures for Addressing the Council

IN ORDER TO EXPEDITE CITY COUNCIL BUSINESS, WE ASK THAT ALL PERSONS WISHING TO ADDRESS THE COUNCIL FILL OUT A FORM PROVIDED AT THE DOOR, AND TO TURN IT IN TO THE CITY CLERK PRIOR TO THE START OF THE MEETING. FAILURE TO FILL OUT SUCH A FORM WILL PROHIBIT YOU FROM ADDRESSING THE COUNCIL IN THE ABSENCE OF THE UNANIMOUS CONSENT OF THE COUNCIL.

**AGENDA
ITEMS ON FILE FOR CONSIDERATION
AT THE REGULAR MEETING OF
THE LYNWOOD CITY COUNCIL
TO BE HELD ON**

OCTOBER 4, 2016

COUNCIL CHAMBERS

**11330 BULLIS ROAD, LYNWOOD, CA 90262
6:00 P.M.**

**EDWIN HERNANDEZ
MAYOR**

**AIDE CASTRO
MAYOR PRO-TEM**

**MARIA TERESA SANTILLAN-BEAS
COUNCILMEMBER**

**CITY MANAGER
J. ARNOLDO BELTRÁN**

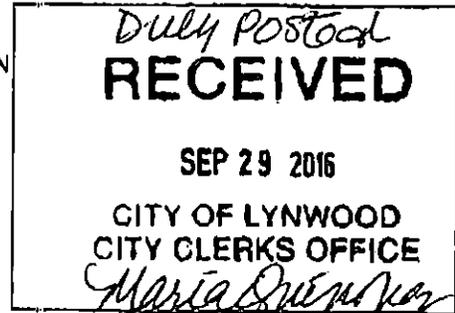
**CITY CLERK
MARIA QUINONEZ**

**SALVADOR ALATORRE
COUNCILMEMBER**

**JOSE LUIS SOLACHE
COUNCILMEMBER**

**CITY ATTORNEY
DAVID A. GARCIA**

**CITY TREASURER
GABRIELA CAMACHO**



*Maria Quinonez
City Clerk*

OPENING CEREMONIES

1. CALL TO ORDER
2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK
3. ROLL CALL OF COUNCIL MEMBERS

Salvador Alatorre
Maria T. Santillan-Beas
Jose Luis Solache
Aide Castro
Edwin Hernandez

4. PLEDGE OF ALLEGIANCE
5. INVOCATION

6. PRESENTATIONS/PROCLAMATIONS
 - Business of the Month
 - Sheriff Captain Carter – Update on Law Enforcement Issues
 - City Council Members Reporting on Meetings Attended (Gov. Code Section 53232.3 (D)).
7. COUNCIL RECESS TO:
 - CITY OF LYNWOOD AS THE SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

THIS PORTION PROVIDES AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL ON ITEMS WITHIN THE JURISDICTION OF THE COUNCIL AND NOT LISTED ON THE AGENDA. IF AN ITEM IS NOT ON THE AGENDA, THERE SHOULD BE NO SUBSTANTIAL DISCUSSION OF THE ISSUE BY THE COUNCIL, BUT COUNCIL MAY REFER THE MATTER TO STAFF OR SCHEDULE SUBSTANTIVE DISCUSSION FOR A FUTURE MEETING. (The Ralph M. Brown Act, Government Code Section 54954.2 (a).)

CITY COUNCIL ORAL AND WRITTEN COMMUNICATION

EDWIN HERNANDEZ, MAYOR
AIDE CASTRO, MAYOR PRO TEM
SALVADOR ALATORRE, COUNCILMEMBER
MARIA T. SANTILLAN-BEAS, COUNCILMEMBER
JOSE LUIS SOLACHE, COUNCILMEMBER

PUBLIC HEARING

8. ZONING CODE AMENDMENT NO. 2016-01 – 11063 WRIGHT ROAD, ASSESSOR'S PARCEL NUMBER 6194-028-009

Comments:

On September 13, 2016, the Planning Commission approved a resolution recommending that the City Council approve Zone Change (ZC) No. 2016-01 for the property from M (Manufacturing) to R-3 (Multi-Family Residential). (DCE)

Recommendation:

The Planning Commission recommends that the City Council conduct a public hearing regarding Zoning Code Amendment No. 2016-01, and:

1. Find that the Zoning Code Amendment No. 2016-01 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15305 of the CEQA Guidelines, (Minor Alterations in Land Use Limitation); and
2. Introduce Ordinance No. _____ approving Zoning Code Amendment No. 2016-01 from M (Manufacturing) to R-3 (Multi-Family Residential), based on the findings in the Ordinance.

9. CONSIDERATION OF APPEAL NO. 2016-03 (TENTATIVE PARCEL MAP NO. 2016-01)
3304 CEDAR AVENUE, ASSESSOR'S PARCEL NUMBER 6168-012-012

Comments:

On September 13, 2016, the Planning Commission voted 2-2 to deny Tentative Parcel Map No. 2016-01, a request to subdivide one parcel's air space to allow three (3) detached condominiums on property located at 3304 Cedar Avenue. The property is zoned Multi-Family Residential (R-3). (DCE)

Recommendation:

Staff recommends that the City Council conduct a public hearing regarding Appeal No. 2016-03, and:

1. Approve Appeal No. 2016-03 thereby overturning the decision of the Planning Commission's vote of 2-2 to deny Tentative Parcel Map No. 2016-01.
2. Adopt Resolution No. ___ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING TENTATIVE PARCEL MAP NO. 2016-01 TO SUBDIVIDE ONE (1) PARCEL'S AIR SPACE TO ALLOW THREE (3) DETACHED CONDOMINIUMS ON PROPERTY LOCATED AT 3304 CEDAR AVENUE, ASSESSOR'S PARCEL NUMBER 6168-012-012 IN THE R-3 (MULTI-FAMILY RESIDENTIAL) ZONE, CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA".

CONSENT CALENDAR

All matters listed under the Consent Calendar will be acted upon by one motion affirming the action recommended on the agenda. There will be no separate discussion on these items prior to voting unless members of the Council or staff request specific items to be removed from the Consent Calendar for separate action.

10. APPROVAL OF THE WARRANT REGISTERS

Comments:

City of Lynwood warrant registers dated October 4, 2016 for FY 2015-2016 and FY 2016-2017. (FIN)

Recommendation:

Staff recommends that the City Council approve the warrant registers.

11. APPROVAL OF AN AGREEMENT WITH AVANT GARDE TO PROVIDE A LABOR COMPLIANCE SERVICES PROGRAM FOR THE CITY HALL ANNEX (67.011)

Comments:

On August 30, 2016, staff issued a Request for Proposal (RFP) from qualified firms to provide labor compliance program services for the construction of the City Hall Annex. On September 19, 2016, the City Clerk received seven (7) proposals from qualified firms to provide labor compliance program services. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN

AGREEMENT BETWEEN THE CITY AND AVANT GARDE TO PROVIDE LABOR COMPLIANCE SERVICES PROGRAM (67.011)."

12. REPORT TO THE CITY COUNCIL ON CHANGE ORDERS ON THE YVONNE BURKE-JOHN D. HAM PARK COMMUNITY CENTER

Comments:

This agenda item was prepared to provide the City Council a report on modifications and change orders approved under LMC 6-3.15 for the Yvonne Burke-John D. Ham Park Community Center (Project) and under the authority provided by the City Council on July 19, 2016 under Resolution 2016.152. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ACCEPTING THE REPORT ON THE MODIFICATIONS AND CHANGE ORDERS APPROVED BY THE CITY MANAGER FOR THE YVONNE BURKE-JOHN D. HAM PARK COMMUNITY CENTER (CIP 67-007)."

13. RELEASE OF WITHHELD FUNDS – LINEAR PARK PROJECT

Comments:

On February 1, 2016, the City received notice that Ricardo Lara Linear Park contractor, CS Legacy Construction (CS Legacy) was under investigation for alleged Labor Compliance violations. Pursuant to the investigation, a Notice of withholding was issued stating the amount to be withheld from Contractor payments is \$144,520.88. The labor dispute has been resolved pursuant to the Settlement Agreement, \$54,531.50 is to be distributed in accordance with the guidance provided by the Labor Counsel of record and subtracted from CS Legacy's final payment. In summary, the amount of unpaid wages and costs for training are to be remitted to the workers; any penalties required pursuant to the outcome of the investigation are to be aid to the City and fees for services provided will be paid to CCMI, Labor Counsel of record for this case pursuant to existing Agreement with Onward Engineering. The balance of the withholding (\$89,989.38) will be paid the CS Legacy per the 2nd Amended Agreement by and between the City and CS Legacy. (DCE)

Recommendation:

Staff recommends that the City Council adopt the attached resolution options entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE APROPRIATION OF \$149,963.85 TO COVER THE RELEASE OF FUNDS WITHHELD PURSUANT TO A LABOR COMPLIANCE INVESTIGATION BY THE DEPARTMENT OF INDUSTRIAL RELATION'S LABOR COMMISSIONER (CASE NO. 40-48908-213) RELATED TO THE CONSTRUCTION OF THE RICARDO LARA LINEAR PARK TO BE DISTRIBUTED IN ACCORDANCE WITH THE SETTLEMENT AGREEMENT BY AND BETWEEN CS LEGACY CONSTRUCTION INC., AND THE CITY OF LYNWOOD, AND COSTS INCURRED TO PROCESS AND SETTLE SAID LABOR DISPUTE".

14. HVAC MAINTENANCE CONTRACT

Comments:

Public Works staff has been reviewing the HVAC contract that is currently expired. Last year, the Public Works Department expenditures for Honeywell were \$130,453. This included an additional \$28,000 that was outstanding from the previous year. The remaining cost covered maintenance and call outs for issues that the City had with the HVAC units and/or the thermostats. None of this included emergency repairs, additional labor, or new equipment.

Unfortunately, since the contract the City has with Honeywell is strictly for the maintenance and inspection of the mechanical systems, components, and related accessories, staff was told that we would have to pay an additional cost for these services. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE CANCELLATION OF THE HONEYWELL HVAC MAINTENANCE CONTRACT AND AWARDED A NEW HVAC MAINTENANCE CONTRACT TO TRI-WEST MECHANICAL INC. (TWM) USING LYNWOOD MUNICIPAL CODE SECTION 6-6.8(A)(b)".

15. AUTHORIZATION TO APPLY FOR YOUTH SOCCER AND RECREATION DEVELOPMENT OGALS PARKS GRANT

Comments:

The purpose of this item is to request authorization from the Lynwood City Council to develop and submit an application to the California State Department of Parks and Recreation for the Youth Soccer and Recreation Development Program (OGALS) grant program. Per grant requirements, the funding opportunity requires an authorizing resolution from the City's governing body. (REC)

Recommendation:

Staff recommends that the City Council review and adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING APPLICATION FOR YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM GRANT FUNDS."

16. AUTHORIZATION FOR THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE AVAILABLE CONTINGENCY AMOUNT FOR THE LONG BEACH BOULEVARD IMPROVEMENT PROJECT, PROJECT NO. 4011.67.993

Comments:

Staff recommends that the City Manager be allowed to approve change orders, and contract amendments in the amount of available contingency up to the project budget.

On August 2, 2016, the City Council awarded a construction contract to Nobest Incorporated; the apparent lowest responsible bidder based on its low base bid of \$3,589,848.67.

Based on this, the City Manager's change order approval authority is limited to \$50,000 for Nobest Inc., \$46,750 for Infrastructure Engineers and \$8,541.25 for Avant Garde, which are the contractor, construction manager and labor compliance consultant, respectively. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE CITY MANAGER TO APPROVE CONTRACT CHANGE ORDERS AND CONTRACT AMENDMENTS FOR THE LONG BEACH IMPROVEMENT PROJECT; PROJECT NUMBER 4011.67.993 UP TO THE AVAILABLE CONTINGENCY AMOUNT."

17. CONSIDERATION OF A RESOLUTION OPPOSING LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY'S PROPOSED BALLOT MEASURE

Comments:

At their June 23, 2016 meeting, the Metropolitan Transportation Authority (MTA) Board adopted, (a) an Ordinance, inclusive of the Expenditure Plan, to implement the Los Angeles County's Improvement Plan through a transportation sales tax measure, and (b) a Resolution to place the Ordinance on the ballot for November 8, 2016. The Gateway Cities COG and South Bay COG have expressed concerns about the proposed Ballot Measure. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD OPPOSING THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY'S PROPOSED BALLOT MEASURE FOR A TRANSPORTATION SALES TAX AND EXPENDITURE PLAN."

18. CLAIM FOR DAMAGES BY ALEJANDRO AGUIRRE

Comments:

Mr. Alejandro Aguirre filed a claim on August 2, 2016 for an incident, which occurred on July 28, 2016. Mr. Aguirre states that as he noticed rust in the water supply from the City which while doing his laundry caused it to become stained. The claimant stated that eight of his work shirts were damaged. He is claiming \$200.00. (HR)

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Alejandro Aguirre and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

19. CLAIM FOR DAMAGES BY LUIS BERMEO CUEVA

Comments:

On August 16, 2016, Mr. Cueva filed a claim alleging property damage to his home at 3212 Euclid Avenue. Mr. Cueva claims that roots from a City tree within the parkway are damaging the foundation of his home. In addition, the damaged foundation has allowed subterranean termites to invade his home. The claimant seeks damages in excess of \$35,000.00. (HR)

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Luis Bermeo Cueva and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

20. REQUEST FOR APPROVAL TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH BURKE WILLIAMS AND SORENSON FOR SPECIAL LABOR SERVICES FOR MATTERS PERTAINING TO GENERAL LABOR LAW, AND AUTHORIZE THE SUM OF \$120,000 FOR SERVICES UNDER THE AGREEMENT WITH SPECIAL LABOR COUNSEL

Comments:

On February 16, 2016, staff presented an agenda report to the City Council requesting \$80,000 to enter into an agreement with Special Counsel Burke, Williams, and Sorenson to assist the City in various labor related matters, including negotiations with the City's two bargaining groups. The firm has assisted staff in addressing various grievances from the unions relating to issues that are connected to the bargaining process, conducting initial rounds of collective bargaining with the Lynwood Employees' Association ("LEA") and the Lynwood Employees Management Group ("LEMG"), responding to multiple grievances and claims of unfair labor practices, and reviewing and evaluating key personnel policies that have been the subject of employee grievances and identified as issues in the bargaining process and drafting proposed revised policies per Council direction.

Pursuant to City Council's request to bring the contract agreement back, when 75% of the contract has been expended. The agreement was budgeted for \$80,000, \$63,436 has been expended through September 2016. (HR)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH BURKE, WILLIAMS AND SORENSON FOR SPECIAL LABOR SERVICES FOR MATTERS PERTAINING TO GENERAL LABOR LAW, AND AUTHORIZE THE SUM OF \$120,000 FOR SERVICES UNDER THE AGREEMENT WITH SPECIAL LABOR COUNSEL".

21. TEMPORARY STAFFING REQUEST – FINANCE DIRECTOR

Comments:

Staff has received the resignation of the current Finance Director. The Finance Department will have a vacancy effective October 17, 2016. It is vital that staff immediately seek an Interim Finance Director in order to ensure the department's continuity. The position is responsible for the various areas such planning, organizing, and directing all financial planning, budgeting, accounting, payroll and related functions, including, revenue forecasting and impact, financial transaction processing, record keeping and reporting, payroll and billing; oversight of water utility accounting and function; coordinating the production and the administration of the City's operating and capital budget; coordinating the annual financial audit. It is important that the operation continues with minimal interruptions and that staff has the needed management oversight and support to carry out all the tasks in the Finance Department. (HR)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO FILL THE FINANCE DIRECTOR POSITION ON AN INTERIM BASIS FOR A NOT-TO-EXCEED AMOUNT OF \$110,861".

22. CONSIDERATION OF THE SECOND AMENDMENT TO THE NES AGREEMENT FOR GRAFFITI ABATEMENT

Comments:

On February 15, 2011, the City entered into agreement with Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation for graffiti abatement services. The initial agreement was for one-year term from April 1, 2011 through March 31, 2012 for a monthly rate of \$3,900. The contract was for a one person crew providing graffiti abatement services 8 hours per day on Friday, Saturday, and Sunday.

On March 20, 2012, the City entered into a contract amendment for a seven year term from April 1, 2012 through March 31, 2019 for a monthly rate of \$3,900. The monthly rate was subject to an annual CPI increase beginning on April 1, 2014. There were no other changes in the terms of the contract. (CM)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE NATIONWIDE ENVIRONMENTAL SERVICES AGREEMENT FOR GRAFFITI ABATEMENT SERVICES IN A FORM APPROVED BY THE CITY ATTORNEY".

NEW/OLD BUSINESS

23. AMENDING SECTION 7-10 OF THE LYNWOOD MUNICIPAL CODE RELATING TO PRIMA FACIE SPEED LIMITS

Comments:

On April 19, 2016, the City Council authorized staff to send out a Request for Proposal (RFP) for the preparation of an Engineering and Traffic study/ Speed Zone Study from qualified traffic engineering firms.

On June 7, 2016, the City Council awarded a contract to Infrastructure Engineers in an amount not to exceed \$17,938.00 for the Speed Zone Study. On September 6, 2016, the City Council adopted by resolution, the engineering & traffic study/speed zone survey prepared by Infrastructure Engineers and required by Section 627 of the California Vehicle Code. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached ordinance entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AMENDING

SECTION 7-10 OF THE LYNWOOD MUNICIPAL CODE RELATING TO PRIMA FACIE SPEED LIMITS.”

24. GATEWAY CITIES COUNCIL OF GOVERNMENTS' INVOICE ON PUBLIC INFORMATION/EDUCATION CAMPAIGN ON MEASURE M

Comments:

The Board of Directors of the Gateway Cities Council of Governments (Gateway Cities) has authorized a contract with Lew Edwards Group to conduct a public information/education campaign on Measure M. The total cost of this educational campaign is being shared among the Gateway Cities' members. The City's share of cost is \$10,000. (PW)

Recommendation:

Staff recommends that the City Council provide staff with direction on the payment of the Gateway Cities Council of Governments' Invoice for Public Information Campaign Related to Metro Ballot Measure.

Recommendation:

Staff recommends that the City Council provide staff with direction on the payment of the Gateway Cities Invoice for Public Information Campaign Related to Metro Ballot Measure.

25. STATUS OF ENFORCEMENT ACTION ON GARAGE CONVERSIONS

Comments:

The Code Enforcement Division of the Department of Development, Compliance and Enforcement Services provides citywide enforcement service for all reported concerns and violations relating to neighborhood residential properties as well as commercially and industrially zoned properties. The Code Enforcement Division utilizes education and enforcement tools to facilitate compliance with Municipal Codes designed to maintain a healthy, safe and clean environment, carry out land use policy, and preserve the quality of life standards that residents and businesses enjoy in our community. (DCE)

Recommendation:

Staff recommends that the City Council provide direction on how should staff educate the public on the menace or inherent dangers of garage conversions and whether they want staff to continue to be reactive or start being proactive to abate illegal garage conversions.

26. DONATION REQUEST FOR SUPPORT OF FITNESS EVENT

Comments:

Lynwood-based Lynwood School of Strength and owner Ruben Cervantes have submitted a formal request for a \$1,900 donation from the City to support the Lynwood Fitness Fair held of October 1, 2016. The event promoted fitness, healthy living and fitness opportunities to the Lynwood community. (REC)

Recommendation:

Staff recommends that the City Council consider a donation request from Ruben Cervantes and the Lynwood School of Strength organization and provide direction.

ADJOURNMENT

THE NEXT REGULAR MEETING WILL BE HELD ON OCTOBER 18, 2016 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE CITY HALL, 11330 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnaldo Beltrán, City Manager *JNB*

FROM: *AD* Andre Dupret, Interim Director Department of Development,
Compliance and Enforcement Services
Mike Poland, Planning Manager

SUBJECT: Zoning Code Amendment No. 2016-01
11063 Wright Road
Assessor's Parcel Number 6194-028-009

Recommendation:

The Planning Commission recommends that the City Council conduct a public hearing regarding Zoning Code Amendment No. 2016-01, and

1. **FIND** that Zoning Code Amendment No. 2016-01 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15305 of the CEQA Guidelines, (Minor Alterations in Land Use Limitation); and
2. **INTRODUCE** Ordinance No. ___ approving Zoning Code Amendment No. 2016-01 from M (Manufacturing) to R-3 (Multi-Family Residential), based on the findings in the Ordinance.

Advisory Committee Recommendation:

On September 13, 2016, the Planning Commission adopted Resolution No. 2016-3365 (Attachment A), recommending that the City Council determine that the proposed amendment is exempt from the California Environmental Quality Act and to approve Zoning Code Amendment No. 2016-01.



Project:

This is a City initiated request to consider rezoning a 9,626 square foot parcel located at 11063 Wright Road, Lynwood, California, from M (Manufacturing) to R-3 (Multi-Family Residential). The property is further described as Assessor's Parcel Number 6194-028-009 (Attachments B, C and D).

Background:

On January 6, 1980, the City issued a building permit (Attachment E) for the construction of an industrial use building at the rear of the property even though the property had an R-3 (Multi-Family Residential) zoning designation. On January 8, 1980, the property owner at that time (Mr. Henry Bigos) was notified by City staff that the building permit was issued in error in that industrial buildings/uses are not permitted in the R-3 (Multi-Family Residential) zoning district. On February 12, 1980, Mr. Bigos submitted an application for a Zone Change to change the zoning from R-3 (Multi-Family Residential) to M (Manufacturing). On April 8, 1980, the Lynwood Planning Commission held a public hearing to consider Mr. Bigos' zone change request. The Planning Commission's deliberations on the zone change involved the matter of placing conditions on the development. However, in that a zone change cannot be conditional, the Planning Commission directed Mr. Bigos to file a Conditional Use Permit (CUP) to legally allow the industrial building.

On May 13, 1980, the Planning Commission approved the Conditional Use Permit (Attachment F) and recommended that the City Council approve the Zone Change for the property from Multi-Family Residential to Manufacturing Attachment G).

On June 17, 1980 the City Council approved Ordinance No. 1100 thereby changing the zoning classification from R-3 (Multi-Family Residential) to M (Manufacturing) (Attachment H).

Discussion:

The current issue with the property, based on the actions referenced above, is that even though the property has a current zoning designation M (Manufacturing), the General Plan Land Use designation was never changed for the property and as a result remains to this day as Residential-High Density (R-3). The Residential-High Density designation allows multi-family residential apartment, condominium and single-family attached unit developments with a maximum density of 18 units per acre. The Manufacturing district allows for a wide range of industrial uses, including light and heavy industrial and manufacturing uses.

The City of Lynwood's General Plan and Zoning Ordinance contain text and maps that specify development standards and the proposed location of uses for the City. According to the State Planning and Zoning Laws, the development standards and uses specified for all land use categories in the Zoning Ordinance including density, lot size, height, and the like, must be consistent with the development standards and uses specified in the General Plan's text and diagram of proposed land uses.

State Planning and Zoning Law requires that every zoning action, such as adoption of new zoning ordinance text or the amendment of a zoning ordinance map, must be consistent with the General Plan. A Zoning Ordinance that is inconsistent with the General Plan at the time it is enacted is actually "invalid when passed." Also, when a General Plan Amendment makes the zoning inconsistent, the zoning must be changed to re-establish consistency.

State Planning and Zoning Law also requires that when a zoning action is approved, it must be appropriate and consistent with all elements of the General Plan. This includes not only the land uses and development standards, but also the transportation, safety, open-space, and other objectives and policies contained in the plan.

Regarding the industrial building located in the rear of the property that was wrongfully permitted, the City will discuss with the property owner the possibility of an appropriate amortization period for it to remain.

ENVIRONMENTAL STATUS:

The project or activity identified below is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA, Section 15305 - Minor Alterations in Land Use Limitation.

PUBLIC NOTIFICATION:

A legal notice was published in the Daily Journal on September 23, 2016, and notices were sent to the property owner of the project site as well as property owners of record within a 300 foot radius of the perimeter of the property.

Fiscal Impact:

There are no negative fiscal impacts.

Coordinated With:

Not applicable.

ATTACHMENTS:

- A. PC Resolution No. 2016-3365
- B. Assessor's Map of Site
- C. Existing Zoning Map
- D. Photographs of the Site
- E. Building Permit No. 4034
- F. PC Resolution No. 689
- G. PC Resolution No. 690
- H. Ordinance No. 1100
- I. Proposed Ordinance

ATTACHMENT A

RESOLUTION NO. 3365

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LYNWOOD RECOMMENDING TO CITY COUNCIL APPROVAL OF REZONING OF PROPERTY LOCATED AT 11063 WRIGHT ROAD, LYNWOOD, CALIFORNIA, FROM M (MANUFACTURING) TO R-3 (MULTI-FAMILY RESIDENTIAL) ASSESSOR'S PARCEL NUMBER 6194-028-009.

WHEREAS, the Lynwood General Plan's fundamental land use and development policy document, identifying how the community will grow and conserve its resources, is the primary document used to implement the land use and development policies contained in the General Plan; and

WHEREAS, the City has initiated a Zone Change to rezone property located at 11063 Wright Road (the "Property"), Assessor's Parcel Number 6194-028-009, from M (Manufacturing) to R-3 (Multi-Family Residential), in accordance with the City of Lynwood Municipal Code; and

WHEREAS, it is necessary to amend the Zoning Ordinance, including the Zoning Map of the City of Lynwood, to implement the land use and development policies contained in the General Plan relating to this parcel; and

WHEREAS, after a public hearing, the Planning Commission of the City of Lynwood believes that the present classification of the Property is not appropriate and that rezoning is required for public convenience, necessity and general welfare; and

WHEREAS, the Planning Commission recommends that the Zone Change be found to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA. Section 15061(b)(3) of the "Guidelines for Implementation of California Environmental Quality Act" states that a project is exempt if, *"The activity is covered by the general rule that CEQA applies only to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."* The consistency Rezone is exempt from CEQA under Section 15061(b)(3) because it is a legislative action and there is no potential for a significant effect on the environment; and

WHEREAS, a legal notice was published in the Daily Journal and notices were sent to the property owner of the project site as well as property owners of record within a 300 foot radius of the perimeter of the property in accordance with the requirements set forth in the Lynwood Municipal Code; and

WHEREAS, the Planning Commission considered the application at its regular meeting on September 13, 2016. Prior to taking action on the application, the Planning Commission received written and oral reports by the Staff, and received public testimony; and

WHEREAS, the Planning Commission finds that the proposed zoning amendment is consistent with the General Plan policies and would have no detrimental affect on the public health, safety and general welfare of the community. The proposed zoning district provides for development provisions that are consistent with the community's goals to preserve, protect and enhance the neighboring multi-family residential uses; and

WHEREAS, the Planning Commission finds that the proposed rezone would not be detrimental to the public health, safety or welfare because the site will be required to comply with all applicable requirements contained in the City's Zoning Ordinance (i.e., height, setback, lot coverage, etc.) in the event of future expansion.

NOW, THEREFORE, BE IT RESOLVED by the City of Lynwood Planning Commission that based on the findings provided herein, the Planning Commission forwards its recommendation to the City Council supporting a Zone Change (Rezone) of the property located at 11063 Wright Road (APN: 6194-028-009) including it in the R-3 (Multi-Family Residential District) Zone.

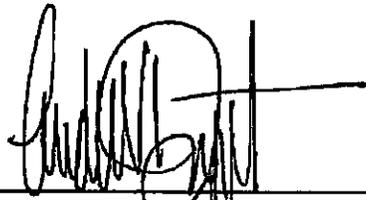
I, Andre Dupret, Secretary to the Planning Commission of the City of Lynwood, do hereby certify that the foregoing Resolution No. 3365 was passed and adopted at a meeting of the City of Lynwood Planning Commission held on September 13, 2016, by the following votes:

AYES: BATTLE, YOUNGER, WEST AND CASANOVA

NOES: NONE

ABSENT: NONE

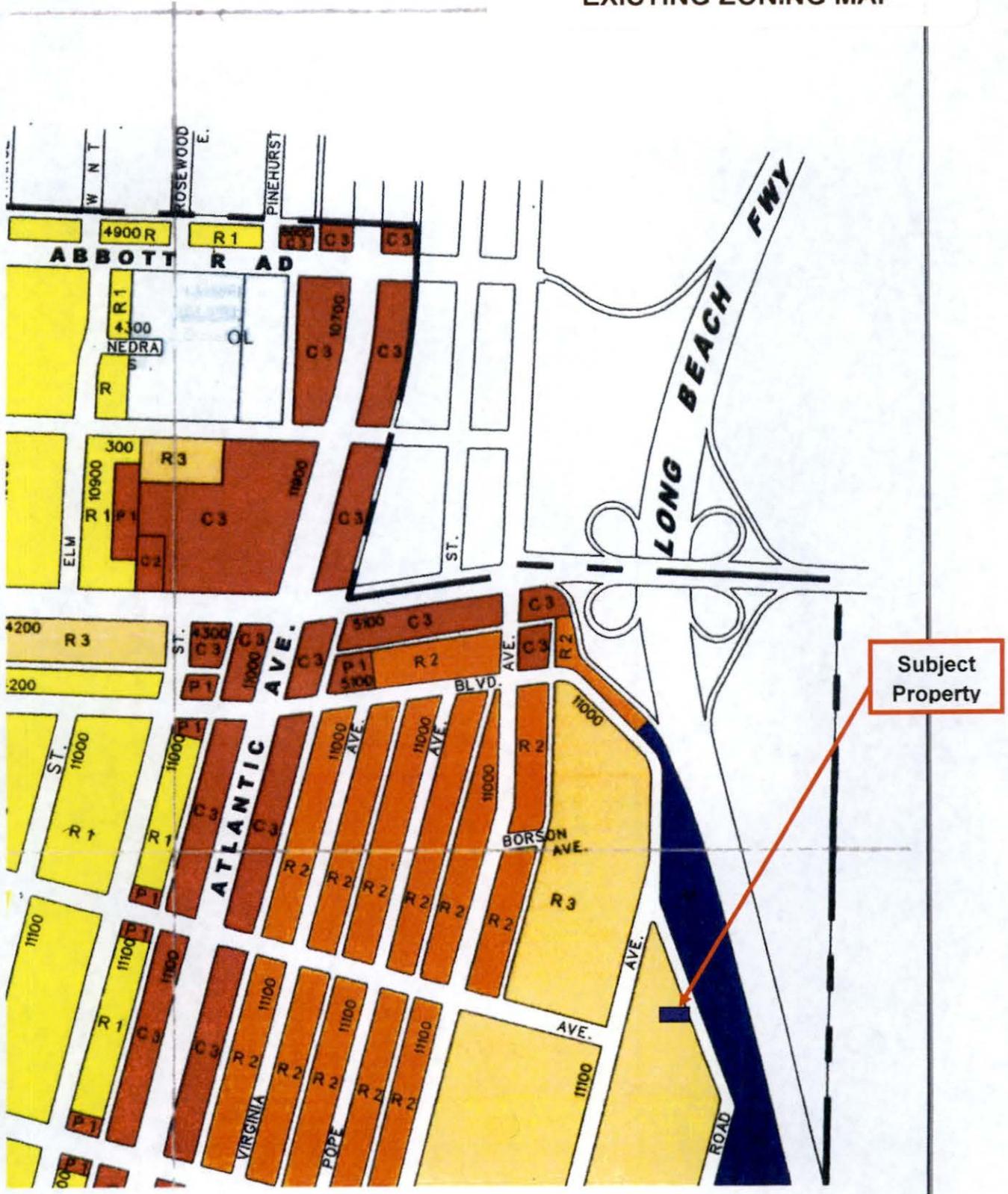
ABSTAIN: NONE



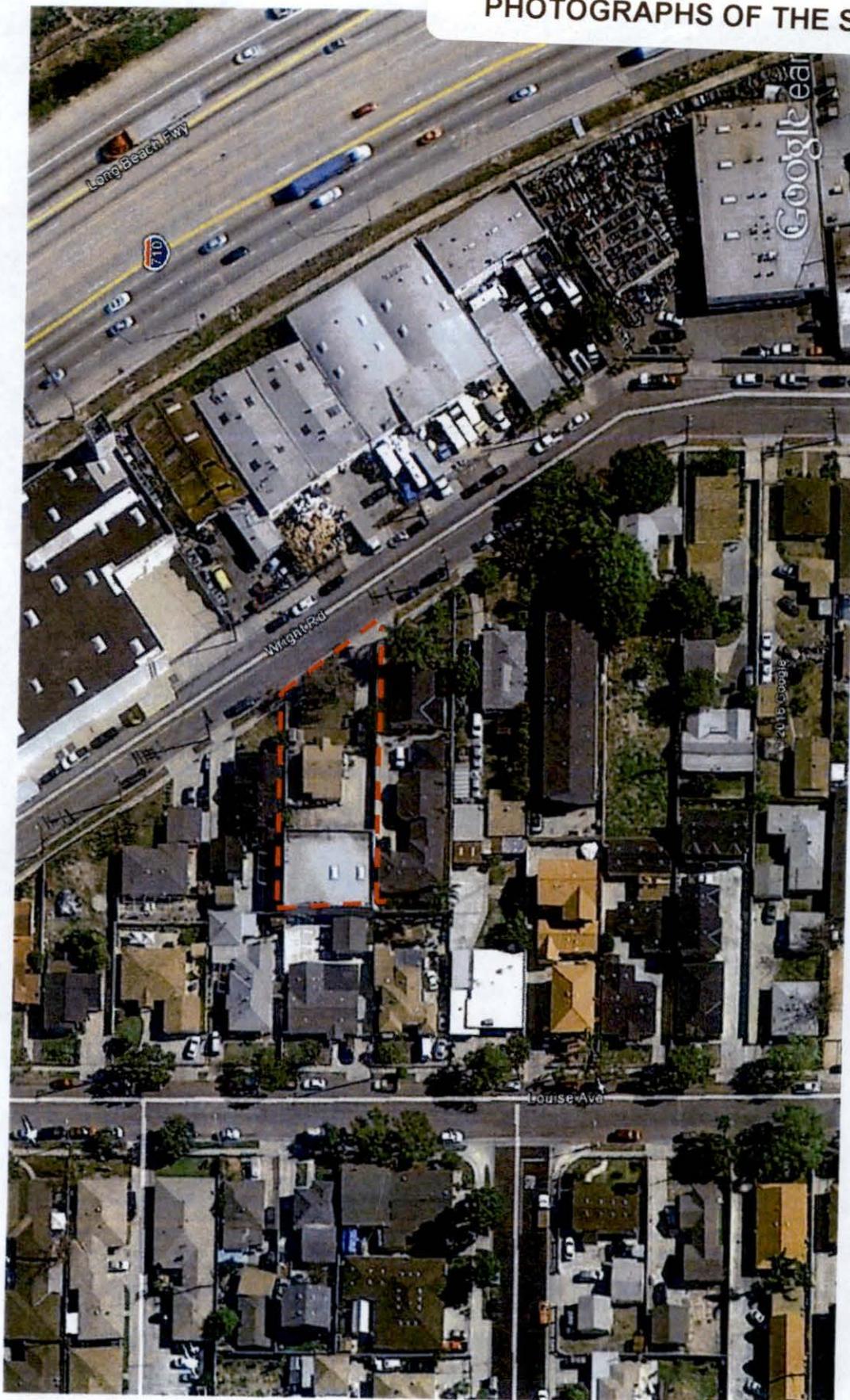
Andre Dupret, Interim Director of Development,
Compliance and Enforcement Services
Lynwood Planning Commission

ATTACHMENT C

EXISTING ZONING MAP



ATTACHMENT D
PHOTOGRAPHS OF THE SITE



PHOTOGRAPHS OF THE SITE



APPLICATION FOR BUILDING PERMIT

HERE

CITY OF LYNWOOD

DEPARTMENT OF BUILDING AND SAFETY

ATTACHMENT E

FOR APPLICANT TO FILL IN

1. Job Address 11063 WRIGHT RD

2. Owner HENRY C BIGOS
 Address 11333 CORNISH AVE
 Phone 6396849

3. Contractor OWNER
 Address _____
 Phone _____
 State License No. _____ City License No. _____
 Architect or Engineer _____ Phone _____
 Address _____

4. Construction Lender _____
 Address _____

6. Legal Description - Lot _____ Block _____
 Tract _____

7. DESCRIPTION OF WORK TO BE DONE
 New Add Alter Repair Demolish
 DESCRIBE NEW BUILDING
 Gross Area _____ No. Stories 1 Ext. Walls 3
 DESCRIBE ADDITION
 Gross Area 3000 S.F. No. Stories _____ Ext. Walls _____
 DESCRIBE REMODEL OR REPAIR WORK

8. Proposed use of building GARAGE
* STORAGE
 Present use of building _____

9. Valuation (including labor and material)
30,000

10. I certify I have read this application and state that the above information is correct. I agree to comply with all city ordinances and state laws regulating building construction, I certify that in the performance of the above work for which this permit is issued I shall not employ any person in violation of the Labor Code of California relating to Workmen's Compensation.

Henry C Bigos
 OWNER, CONTRACTOR OR AUTHORIZED AGENT

Permit No 4034

GROUP	TYPE	FIRE ZONE	USE ZONE

Plans Approved _____ Date _____
 Permit Issued SBA Date 1-6-80

PLAN CHECK FEE	ADD'L PLAN CHECK	PERMIT FEE
		<u>254.00</u>

INSPECTION RECORD

SMIP 310

254.10

OK to build walls 3-24-80
SBA

APPROVALS

	DATE	INSPECTOR
Foundation	<u>1-30-80</u>	<u>SBA</u>
Floor Joists		
Sheathing		
Frame		
Int. Lath/Drywall		
Ext. Lath		
Plaster		
Final		

JOB ADDRESS 11063 WRIGHT RD

WHEN PROPERLY VALIDATED, THIS IS YOUR PERMIT

ATTACHMENT F

RESOLUTION NO. 689

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LYNWOOD APPROVING A CONDITIONAL USE PERMIT FOR HENRY AND MARJORIE BIGOS, TO CONSTRUCT AN INDUSTRIAL BUILDING ON LOT 77, TRACT 10634, 11063 WRIGHT ROAD, CITY OF LYNWOOD.

WHEREAS, the Lynwood Planning Commission, pursuant to law, did on May 13, 1980, hold a public hearing on the application of Henry and Margaret Bigos for a Conditional Use Permit to construct an industrial building on Lot 77, Tract 10634, 11063 Wright Road, City of Lynwood;

WHEREAS, the Commission has considered all pertinent testimony offered in the case, as presented in the public hearing;

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission finds and concludes:

1. The proposed use is in accordance with current ordinances governing the M zone;
2. That the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health or safety, and will not materially injure properties or improvements in the vicinity.

BE IT FURTHER RESOLVED, that said Commission approves the granting of a Conditional Use Permit to Henry & Margaret Bigos to construct an industrial building on Lot 77, Tract 10634, 11063 Wright Road, City of Lynwood, subject to the following conditions:

1. That a concrete block wall fence be constructed on the north, west, and south sides of the property to protect the remaining homes; walls should be no less than 6 feet high;
2. That loading and unloading operations be confined to the hours of 7 to 5, as long as the adjacent properties to the north and to the south remain in residential use;
3. That parking be provided as follows:
 - a. either 1 space for every 1,000 square feet of warehouse/storage space and 1 space for each 500 square feet of non-warehouse/storage area or
 - b. 1 parking space for each employee on the maximum work shift whichever of these 2 figures is greater.
4. That all parking areas be appropriately surfaced and striped;
5. That the entire property be landscaped in accordance with applicable City ordinances.
6. That in accordance with No. 5 above, a landscaping plan be submitted for approval by the Planning staff;

7. That the residential unit at the front of the property, which becomes a non-conforming use, either be abated at the discretion of the Planning Commission or as advised by the City Attorney;

8. That all conditions of the Engineering Division be adhered to (see attached).

ROLL CALL:	AYES:	Kanka, Hill, Herrera, Pryor, Raymond, Read, Robbins
	NOES:	None
	ABSENT :	None

APPROVED AND ADOPTED this 13th day of May, 1980.

Charles B. Gandy
Secretary

Virginia L. Robbins
Chairman

ATTACHMENT G

RESOLUTION NO. 690

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF LYNWOOD APPROVING A ZONE CHANGE FROM
R-3 (RESIDENTIAL-MULTIPLE FAMILY) TO M
(MANUFACTURING) ON PORTION OF LOT 77 TRACT
10634, 11063 WRIGHT ROAD.

WHEREAS, the Lynwood Planning Commission pursuant to law did on May 13, 1980, hold a Public Hearing on the application of Henry C. Bigos to request a Zone Change from R-3 (Residential Multiple Family) to M (Manufacturing) on portion of Lot 77 of Tract 10634, 11063 Wright Road, Lynwood, California.

WHEREAS, the Commission has carefully considered all pertinent testimony offered in the case, as presented in the Public Hearing,

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission finds and concludes:

- 1) That the granting of said zone change will not be detrimental to the ambient quality of the existing environment, surrounding the subject property.
- 2) That the said zone change will allow for implementation of the long range goals of the City.
- 3) The the said zone change is consistent with the Land-Use Element of the General Plan.

BE IT FURTHER RESOLVED, that said Commission approves the change of zoning for the property described above from R-3 (Residential Multiple Family) to M (Manufacturing) subject to the following conditions:

- 1) that the Commission advise the City Council that this action is for this property separately;
- 2) that the staff be directed, upon completion of City Council action, to change the zone from R-3 to M and initiate a zone change back to R-3.

ROLL CALL:

AYES: Kanka, Hill, Herrera, Pryor,
Raymond, Read, Robbins
NOES: None
ABSENT: None

APPROVED AND ADOPTED this 13th day of May, 1980.

Charles G. Gomez
Secretary

Virginia L. Robbins
Chairman

ATTACHMENT H

ORDINANCE NO. 1100

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF LYNWOOD AMENDING ORDINANCE NO.
570 BY CHANGING THE ZONING CLASSIFICATION
OF CERTAIN PROPERTY FROM R-3 TO M

(11063 Wright Road)

The City Council of the City of Lynwood HEREBY DOES ORDAIN
as follows:

SECTION 1. Ordinance No. 570, the Zoning Ordinance of
the City of Lynwood, and the official land use plan for said
City established thereby are amended to reclassify from R-3
(Multiple Family Residential Zone) to M (Manufacturing Zone)
that certain real property described as follows:

A portion of Lot 77, Tract 10634, generally
known as 11063 Wright Road, Lynwood,
California

SECTION 2. Severability. If any section, subsection,
subdivision, sentence, clause, phrase or portion of this
ordinance, or the application thereof to any person or place,
is for any reason held to be invalid or unconstitutional by the
decision of any court of competent jurisdiction, such decision
shall not affect the validity of the remaining portions of this
ordinance or its application to other persons or places. The
City Council hereby declares that it would have adopted this
ordinance, and each section, subsection, subdivision, sentence,
clause, phrase or portion thereof, irrespective of the fact
that any one or more sections, subsections, subdivisions,
sentences, clauses, phrases, or portions, or the application
thereof to any person or place, be declared invalid or
unconstitutional.

SECTION 3. The City Clerk is hereby ordered and
directed to certify to the passage of this ordinance and to
cause the same to be published once in the Lynwood Press, a
newspaper of general circulation, printed, published and
circulated in the City of Lynwood.

First read at a regular meeting of the City Council of said
City held on the 17th day of June , 1980, and finally
ordered published at a regular meeting of said Council held on
the 1st day of July , 1980.

AYES: COUNCILMEN BYORK, MORRIS, ROWE, THOMPSON, GREEN

NOES: COUNCILMEN NONE

ABSENT: COUNCILMEN NONE


MAYOR OF THE CITY OF LYNWOOD

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of
Lynwood, and ex-officio clerk of the Council of said City,
do hereby certify that the above is a true and correct
copy of Ordinance No. 1100 adopted by the City Council of
the City of Lynwood, and that the same was passed on the
date and by the vote therein stated.

Dated this 3rd day of July, 1980.

Lanene Cooper
City Clerk, City of Lynwood

AN ORDINANCE OF THE LYNWOOD CITY COUNCIL APPROVING ZONE CHANGE (ZC) NO. 2016-01 FOR PROPERTY LOCATED AT 11063 WRIGHT ROAD, LYNWOOD, CALIFORNIA, FURTHER DESCRIBED AS ASSESSOR'S PARCEL NUMBER 6194-028-009 FROM M (MANUFACTURING) TO R-3 (MULTI-FAMILY RESIDENTIAL)

WHEREAS, the City's Planning Division has initiated a Zone Change Application seeking a rezoning for the for property located at 11063 Wright Road, Lynwood, California, further described as Assessor's Parcel Number 6194-028-009 from M (Manufacturing) to R-3 (Multi-Family Residential); and

WHEREAS, per Chapter 25, Article 115 of the Lynwood Municipal Code, a Zone Change (ZC) must be approved by the City Council; and

WHEREAS, the proposed zoning implements the General Plan's policies and goals for orderly development that is adequately supported by public infrastructure and services; and;

WHEREAS, the City of Lynwood Planning Commission held a public hearing at the meeting of September 13, 2016, duly noticed as prescribed by law and published in the Daily Journal Post. At that meeting, the Planning Commission recommended approval of the Zone Change as is set forth in the minutes of said meeting; and

WHEREAS, the City Council held a public hearing at the meeting of October 4, 2016, duly noticed as prescribed by law and published in the Daily Journal, regarding said Zone Change; and

WHEREAS, before considering approval of this project, the City Council found that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15305 of the CEQA Guidelines, (Minor Alterations in Land Use Limitation)

NOW THEREFORE, the City Council of the City Of Lynwood hereby ordains as follows:

Section 1: Purpose and Authority

The purpose of this Ordinance is to amend the City of Lynwood Zoning Map as shown on the attached Exhibit A, incorporated herein by this reference.

Section 2: Enactment of New Zoning

The City Council hereby amends the City of Lynwood Zoning Map for Assessor's Parcel Number 6194-028-009, as shown on Exhibit A, incorporated herein by this reference, on the basis of the following findings:

Findings: Pursuant to Section 65860(a) of the California Government Code, the rezone must be consistent with the objectives, policies, general land uses, and programs specified in the General Plan.

Evidence: The rezone complies with all of the goals and policies of the City's General Plan. The proposed rezone from M to R-3 is consistent with the General Plan's current land use designation for the site, which is Residential-High Density (R-3). The subject property is adjacent to existing multi-family uses, which are located to the north, south and west of the site. Accordingly, the proposed rezone provides for compatibility with the adjoining land uses.

Section 3: No Mandatory Duty of Care

This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 4. Severability

Should any section or provision of this Ordinance or any Ordinance pertaining to the companion applications as identified above be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 5. Effective Date

The effective date of this Ordinance shall be upon approval by the City Council of the City of Lynwood, California.

Section 6. Repealer

All conflicting ordinances and conditions are hereby repealed and replaced with this Ordinance, No. _____.

Section 7. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published as required by law.

ORDINANCE NO: _____

INTRODUCED: October 4, 2016

ADOPTED: _____

EFFECTIVE: _____

Edwin Hernandez, Mayor

ATTEST:

Maria Quiñonez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia, City Attorney

J. Arnoldo Beltrán, City Manager

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Maria Quiñonez, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the foregoing Ordinance was passed and adopted by the City Council of the City of Lynwood at a regular meeting held on the ___ day of October 2016, and passed by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

Maria Quiñonez, City Clerk

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Maria Quiñonez, the undersigned, City Clerk of the City of Lynwood, and the Clerk of the City Council of said City, do hereby certify that the above foregoing is a full, true and correct copy of Ordinance No. ___ is on file in my office and that said Ordinance was adopted on the date and by the vote therein stated. Dated this ___ day of October 2016.

Maria Quiñonez, City Clerk



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnaldo Beltrán, City Manager *JAB*

FROM: Andre Dupret, Interim Director Department of Development,
Compliance and Enforcement Services
Mike Poland, Planning Manager

SUBJECT: Consideration of Appeal No. 2016-03
(Tentative Parcel Map No. 2016-01)
3304 Cedar Avenue
Assessor's Parcel Number: 6168-012-012

Recommendation:

Staff recommends that the City Council conduct a public hearing regarding Appeal No. 2016-03, and

1. **APPROVE** Appeal No. 2016-03 thereby overturning the decision of the Planning Commission's vote of 2-2 to deny Tentative Parcel Map No. 2016-01.
2. **ADOPT** Resolution No. _____, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING TENTATIVE PARCEL MAP NO. 2016-01 TO SUBDIVIDE ONE (1) PARCEL'S AIR SPACE TO ALLOW THREE (3) DETACHED CONDOMINIUMS ON PROPERTY LOCATED AT 3304 CEDAR AVENUE, ASSESSOR'S PARCEL NUMBER 6168-012-012 IN THE R-3 (MULTI-FAMILY RESIDENTIAL) ZONE, CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA."

Background:

On May 5, 2016, the Planning Division received a Tentative Parcel Map application from Raul Echemendia to subdivide a parcel's air space to allow future development of three (3) detached condominiums on property located at 3304 Cedar Avenue. The property is zoned Multi-Family Residential (R-3).



Tentative Parcel Maps are reviewed by the Planning Commission and require a public hearing.

A "detached condominium" is the same thing as a single family detached home, however, the "boundaries" or "envelope" of the condominium cover only the area bounded by the exterior walls. Thus, you have a home that looks like a single family home, has a yard like one, and even has fences, etc., but it is a condominium.

It means that you own the interior only. You do not own the ground beneath, the exterior walls, or the roof and you are not responsible for maintaining those either. The common areas, amenities and utilities are managed collectively by the owners through their owners' association. An association, and its elected governing board, performs the management functions.

On September 13, 2016, the Planning Commission conducted a duly noticed public hearing and voted 2-2, thereby denying Tentative Parcel Map No. 2016-01. The two (2) Commissioners that voted in opposition to the request stated their reasons against the proposed Tentative Parcel Map as follows:

- The project site is close to a school (Lindbergh Elementary School) and there are concerns about overcrowding and the quality of tenants.
- Although the project is to subdivide air-space to allow the future development of three (3) detached condominiums, the request cannot be supported without having the exact building size (square footage), the building elevations and floor plans.

Appeal:

On September 19, 2016, an appeal of the Planning Commission's decision denying the Tentative Parcel Map was filed by Raul Echemendia. The appeal application is attached to this report (Attachment B). A summary of the reasons for the appeal submitted by Mr. Echemendia are provided below.

Applicant's Basis of Appeal (provided by Mr. Raul Echemendia)

"Planning Commission exceeded their land use duties and responsibilities. The line of questions was irrelevant and illegal. Commissioner West and Commissioner Younger ignored that what was being brought before them was a parcel map, not the amount or the size of the units, which is a planning department matter. They looked lost, had no knowledge of what was being presented to them, and acted with prejudice.

Parcel Map was denied without a valid reason. Councilman West wanted to see floor plans and elevations, which was not what they were there to consider, which the planning staff pointed out, but which was still ignored. Commissioner

Younger wanted to question who could and who could not be allowed to rent or purchase the homes, which is prejudice and against the law.

Without Parcel Map, I will not be able to sell homes individually. It will cause monetary damages and goes against home ownership, something every city thrives for and encourages. Without Parcel Map I will be forced to keep it as a rentable triplex."

Summary/Conclusion:

The Tentative Parcel Map application that was submitted by Mr. Raul Echemendia was for the sole purpose of subdividing the air space bounded by the perimeter walls, ceilings and floors of the structure surrounding each of the detached units. In an airspace subdivision, the "condominium lot" is a cube of air defined by a survey and legal description of the lot.

The Planning Division does not require that an applicant submit development drawings as part of the application submittal package for a Tentative Parcel Map. The submittal of a subdivision map is for the specific purpose of either dividing land and/or air space.

Prior to development of the three (3) detached condominiums, Planning and Building Staff will review the development plans for compliance with the applicable development standards, the City's Residential Design Guidelines and all applicable building, electrical, plumbing, mechanical, and fire codes.

Public Noticing:

A legal notice was published in the Daily Journal on September 23, 2016, and notices were sent to the property owner of the project site as well as property owners of record within a 300 foot radius of the perimeter of the property.

Fiscal Impact:

The cost of reviewing and processing this appeal was paid by the applicant.

Coordinated With:

None

Attachments:

- A. City Council Resolution approving the Tentative Parcel Map
- B. Appeal form submitted by Raul Echemendia
- C. Aerial Photograph of site and surrounding area
- D. Tentative Parcel Map 74275 (2016-01) Reduced
- E. Plot Plan
- F. Planning Commission Staff Report dated September 13, 2016

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING TENTATIVE PARCEL MAP NO. 2016-01 TO SUBDIVIDE ONE (1) PARCEL'S AIR SPACE TO ALLOW THREE (3) DETACHED CONDOMINIUMS ON PROPERTY LOCATED AT 3304 CEDAR AVENUE, ASSESSOR'S PARCEL NUMBER 6168-012-012 IN THE R-3 (MULTI-FAMILY RESIDENTIAL) ZONE, CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BE IT RESOLVED by the City Council of the City of Lynwood as follows:

A. Recitals

1. On May 5, 2016, Mr. Raul Echemendia, property owner, filed an application for consideration of Tentative Parcel Map No. 2016-01 to subdivide a parcel's air space to allow future development of three (3) detached condominiums on property located at 3304 Cedar Avenue, Lynwood, California 90262 (APN: 6168-012-012) in the County of Los Angeles. Hereinafter in this Resolution, the subject Tentative Parcel Map request is referred to as the "application". This resolution supplements any previous approvals for this location.

2. On August 30, 2016, the Planning Commission opened a duly noticed public hearing on the application, but due to the absence of the applicant, the item was continued.

3. On September 13, 2016, the Planning Commission conducted a duly noticed public hearing on the application and voted 2-2 on the proposed application.

4. On September 19, 2016, Mr. Raul Echemendia filed an appeal of the Planning Commission's decision to deny Tentative Parcel Map No. 2016-01.

5. All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

NOW, THEREFORE, it is found, determined and resolved by the City Council of the City of Lynwood as follows:

1. The City Council hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this City Council during the above-referenced hearing, including written and verbal testimony on October 4, 2016, the City Council hereby specifically finds as follows:

- a. *The Tentative Map is consistent with the approved, applicable general and specific plans.*

The Tentative Map will result in the subdivision of a single parcel's air space to allow future development of three (3) detached condominiums. The current zoning of R-3 (Multi-Family Residential) is consistent with the General Plan Land Use designation of residential for the Property. The Property will be improved with uses consistent with the goals and objectives of the General Plan.

- b. *The Property is physically suitable for the proposed type and density of development.*

The Property will be developed with three (3) detached two-story condominiums with attached two car garages. The condominiums conform to the density permitted within R-3 (Multi-Family Residential) zone. The proposed Project will also be compatible with the surrounding uses, as they consist of single and multi-family residential uses.

- c. *The design of the proposed improvements is not likely to cause environmental damage, substantially and avoidably injure fish or wildlife or their habitat, cause serious public health problems, or conflict with public easements.*

The Project will result in the development of the Property in an area that is fully developed. The Project will not be built on or near habitats of fish or wildlife. The Project will not cause serious health problems because the residential use is similar to the surrounding uses and permitted by the General Plan. There are no conflicting public easements on the Property.

In view of all the evidence and based on the foregoing findings and conclusions, the City Council approves Tentative Parcel Map No. 2016-01 subject to the following conditions:

1. The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court cost or any other cost arising out of or in any way related to the issuance of this Tentative Parcel map, or the activities conducted pursuant to this Tentative Parcel Map. Accordingly, to the fullest extent permitted by law, Raul Echemendia and his representative(s), or his successors shall defend, indemnify and hold harmless the City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitrations proceedings, regulatory proceedings, losses, expenses or cost of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a

consequence of arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of the Tentative Parcel Map, or the activities conducted pursuant to this Tentative Parcel Map. Raul Echemendia, and his representative(s), or his successors shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

2. The project shall comply with all regulations of the Lynwood Municipal Code, the California Building Code, the Los Angeles County Fire Code, other City Departments and applicable State and Federal regulations.
3. Within twenty-four (24) months, after approval or conditional approval of the Tentative Parcel Map, the subdivider shall file with the City of Lynwood, a Parcel Map in substantial conformance with the Tentative Parcel Map as conditional approval, and in conformance with the Subdivision Map Act and the Subdivision Regulations of the City of Lynwood.
4. No grading permit or building permit shall be issued prior to recordation of the Parcel Map or another appropriate instrument approved by the City of Lynwood, in conformance with the Subdivision Map Act of the State of California and the Subdivision Regulations of the City of Lynwood.
5. Extension of the Tentative Parcel Map approval shall only be considered if the applicant or his/her representative, submits a written request for extension to the Department of Development, Compliance and Enforcement Services stating the reasons for the request, at least thirty (30) days before map approval is due to expire, pursuant to, and in compliance with, Section 25-18 of the subdivision regulations of the City of Lynwood.
6. The applicant shall prepare Covenants, Conditions, and Restrictions (CC&Rs) for City review and approval that are applicable to all owners and occupants of the property site. The CC&R's shall be approved by the City and recorded on the property title prior to approval of the final map.
7. Prior to final map approval, the applicant shall create a property owners' association (association) consistent with State law requirements to ensure effective management and maintenance of the property. The association shall be operated by a qualified professional property management company, hired by the association, which shall be responsible for continual maintenance of all common areas, including, but not limited to, parking lots, landscaping, plumbing, fire protection water systems, wiring, trash enclosures, utility areas, utility charges, vehicular and pedestrian circulation areas, exteriors of the buildings, facades, and roofs. The association shall also be responsible for maintaining shared water facilities, including payment of water-related charges.

8. Initially, the applicant shall establish the association with adequate financial reserves to maintain major site components (e.g., common area), ensure for continued operation of the site within accepted professional standards, and provide adequate and appropriate assessment procedure for said continuing obligation. The provisions of this condition shall be incorporated into the CC&R's recorded on the project site.
9. The CC&Rs shall require that the property management association operate the site as a unified, well maintained, and cohesively operated property. Exterior renovations, remodeling, and site improvements shall be undertaken in a comprehensive manner, including consistent architecture and design on all facades and roofs. This provision shall be incorporated into the CC&Rs recorded on the project site.

Department of Public Works

10. A permit from the Engineering Division is required for all off-site improvements.
11. No final sign off shall be given until all conditions of approval from the Public Works Department have been completed.
12. THE FOLLOWING CONDITIONS SHALL BE SUBMITTED PRIOR TO RECORDING A SUBDIVISION MAP.

- 12.1 All conditions of the State Subdivision Map Act and the City's subdivision Ordinance must be met prior to recordation.

All matters and improvements shall be consistent with the ordinances, standards, and procedures of the City's Development Standards, Engineering Procedures and Standards, Water Standards, and Planting Standards of the Department of Public Works, Parks and Recreation. The Developer is responsible for checking with staff for clarification of these requirements.

- 12.2 Submit a Subdivision Guarantee to the Department of Public Works/Engineering Division.

The final map shall be based on a field survey. All surveying for the proposed development will be done by the Developer, including the establishment of centerline ties if any. Enclosed with the final map is the surveyor's closure sheet.

- 12.3 Developer shall pay all applicable development fees including drainage, sewer and water prior to issuance of any building permits.

All special assessments and utilities or sewer connection fees are to be paid prior to recording the final map. All requirements to the serving of utilities are to be met or guaranteed prior to recording of the final map.

12.4 Pay Parcel Map checking fees prior to plan checking.

13. THE FOLLOWING CONDITIONS SHALL BE SUBMITTED PRIOR TO ISSUING A BUILDING PERMIT.

13.1 A grading plan signed by a registered Civil Engineer shall be submitted for the approval of the Director of Public Works/Engineering Division. The grading plan shall include topography of all contiguous properties and street and shall provide for the methods of drainage in accordance with all applicable City Standards. Retaining walls and other protective measures may be required.

Off-site drainage easements may be necessary. The structural section of all parking areas shall be designated by a Civil Engineer based upon soil analysis supplied by a recognized and approved soil engineering firm. The structural section shall be approved by the Director of Public Works/Engineering Division. In the event that the design is not provided, the minimum structural section that will be approved by the Director of Public Works/Engineering Division would be 2 inches of asphalt on 4 inches on untreated rock base.

Submit to the Department of Public Works/Engineering Division a Geological/Soil Report signed by a Registered Soil Engineer.

14. THE FOLLOWING CONDITIONS SHALL BE SUBMITTED PRIOR TO ISSUING THE CERTIFICATE OF OCUPANCY.

14.1 The developer shall be provided with public sewer. Connect to public sewer. Provide laterals as necessary. Design of all sanitary sewers shall be approved by the Director of Public Works/Engineering Division.

14.2 All required water meters, meter service changes and/or fire protection lines shall be installed by the developer. The new meter shall be Automatic Meter reading type (Smart Meter). That offers pulse output or a radio interface, and shall be approved by the Department of Public Works prior to installation. Each building shall be connected separately. The work shall be performed by a licensed contractor hired by the developer. The contractor must obtain a permit from the Department of Public Works/Engineering Division prior to performing any work. Any and all existing water service line less than one (1) inch in diameter shall be abandoned at the water main line per City instructions. Each building/tenant shall have its own water service/meter.

- 14.3 Design, configuration and location of sidewalk shall be subject to approval by the Director of Public Works/Engineering Division for physically handicapped persons and shall be provided both on-site and off-site as required by State and local regulations.
- 14.4 Reconstruct full width of sidewalk along Cedar Avenue. Per S.P.P.W.C. STD. DWG. 113-2.
- 14.5 Remove round curb and construct new curb only along property frontage per S.P.P.W.C. STD. DWG. 120-2, A1-6 (150).
- 14.6 Reconstruct damaged and substandard drive approach per S.P.P.W.C. STD. DWG. 110-2 TYPE A (to be used for ingress and egress).
- 14.7 The minimum distance between the garage or parking spaces and back of sidewalk or fence is twenty-five (25) feet.
- 14.8 Connect to public sewer. A private sewer main shall be installed in the private driveway connecting to the public sewer. Building sewer laterals shall be connected separately to this main from the house. A cleanout or manhole structure as required shall be installed separately. Construct laterals as necessary. Minimum size required is eight (8) inches when connecting to an existing lateral, a City approved contractor shall verify the size of such lateral and shall provide proof of its integrity by providing a video tape of the lateral to the Department of Public Works/Engineering Division. Videotaping and verification of sewer lateral size and conditions must be done in the presence of a City Engineer/Inspector. Any and all existing sewer laterals less than six (6) inches in diameter shall be abandoned at the property line per City instructions.
- 14.9 Underground all new utilities.
- 14.10 Underground existing utilities if any modifications are proposed for the electrical service panel.
- 14.11 All Edison vaults and structures shall be per SCE instructions.
- 14.12 This development is subject to the City's Standard Urban Stormwater Mitigation Plan Ordinance (SUSMP). Pursuant to Section 14.13 of the City of Lynwood Municipal Code relating to the control of pollutants carried by stormwater runoff, structural and/or treatment control best management practices (BMP's). A maintenance agreement for the Standard Urban Stormwater Mitigation Plan (SUSMP) shall be signed by the owner(s) and submitted to the Department of Public Works/Engineering Division, prior to issuance of a building permit.

Fire Prevention

15. Review and approval by the County of Los Angeles Fire Department, Fire Prevention Engineering Section Building Plan Check Unit, may be required for this project prior to building permit issuance. Contact the Fire Prevention Engineering Section Plan Check Office, checked below, for specific submittal requirements for this project.

Fire Prevention Commerce Office
5823 Rickenbacker Road
Commerce, CA 90040
(323) 890-4125

16. Final approvals from the Los Angeles County Fire Department must be obtained prior to issuance of any building permits.

The City Clerk shall certify to the passage and adoption hereof.

Edwin Hernandez, Mayor

ATTEST:

Maria Quiñonez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia, City Attorney

J. Arnoldo Beltrán, City Manager



CITY OF LYNWOOD

APPEAL APPLICATION

This application is to be used for any appeals authorized by the Lynwood Municipal Code (LMC) for discretionary actions administered by the Department of Development, Compliance and Enforcement Services/Planning Division

RECEIVED

1. APPELLANT BODY/CASE INFORMATION

SEP 19 2016

Appellant Body

CITY OF LYNWOOD
CITY CLERKS OFFICE

Planning Commission

Director of Development

Regarding Case Number: TPM 2016-01

Project Address: 3304 Cedar Ave

Final Date to Appeal: 9/22/16

Type of Appeal: Appeal by Applicant/Owner
 Appeal by a person, other than the Applicant/owner, claiming to be aggrieved

2. APPELLANT INFORMATION

Appellant's name (print): Raul Echemendia

Company: _____

Mailing Address: P.O. Box 10609

City: Downey State: CA Zip: 90240

Telephone: 562 477 5373 E-mail: raulechemendia@yahoo.com

● Is the appeal being filed on your behalf or on behalf of another party, organization or company?

Self Other: _____

- Is the appeal being filed to support the original applicant's position?

Yes No

3. REPRESENTATIVE/AGENT INFORMATION

Representative/Agent name (print): _____

Company: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-mail: _____

4. JUSTIFICATION/REASON FOR APPEAL

Is the entire decision, or only parts of it being appealed? Entire Part

Are specific conditions of approval being appealed? Yes No

If Yes, list the condition(s) here: _____

Attach a separate sheet providing your reasons for the appeal. Your reason must state:

- The reason for the appeal
- How are you aggrieved by the decision
- Specifically the points at issue
- Why you believe the decision-maker erred or abused their discretion

5. APPLICANT'S AFFIDAVIT

I certify that the statements contained in this application are complete and true:

Applicant Signature:  _____

Date: 9/14/16 _____

6. FILING REQUIREMENTS/ADDITIONAL INFORMATION

- A Filing Fee must be paid at the time of the appeal per the Lynwood Municipal Code Master Fee Schedule.
- All appeals requiring public noticing per the applicable Lynwood Municipal Code section(s). Contact the Planning Division for specific requirements.

RECEIVED

SEP 19 2016

CITY OF LYNWOOD
CITY CLERKS OFFICE

To : City of Lynwood City Council

Planning Commission exceeded their land use duties and responsibilities. The line of questions were irrelevant and illegal. Commissioner West and Commissioner Younger ignored that what was being brought in front of them for consideration was a parcel map not the amount or size of units, that was a planning department matter. They both looked lost, had no knowledge of what was being presented to them, and acted with prejudice.

Parcel Map was denied without a valid reason. Councilman West wanted to see floor plans and elevations, which was not what we were there for their consideration and pointed out by the planning department which he still ignored. Councilman Younger wanted to question who could and who could not be allowed to rent or purchase the homes, which is prejudice and against the law.

Without Parcel Map I will not be able to sell homes individually. It will cause monetary damages and goes against Home Ownership, something every city thrives for and encourages. Without parcel map I will be forced to keep it as a rentable triplex.



Raul Echemendia



ATTACHMENT D

SHEET 1 OF 1 SHEET
 LOTS= 1
 GROSS: 11,358 sq. ft.
 NET: 8,990 sq. ft.

TENTATIVE PARCEL MAP No. 74275

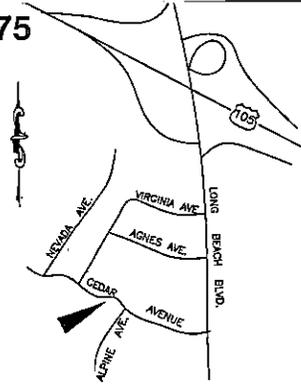
IN THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES,
 STATE OF CALIFORNIA
 FOR CONDOMINIUM PURPOSES

LEGEND

TC	TOP OF CURB
FL	FLOWLINE
TW	TOP OF WALL
FF	FINISH FLOOR
P.A.	PLANTING AREA
FS	FINISH SURFACE
FG	FINISH GRADE
MIN.	MINIMUM
H.	HIGH
BW	BACK OF WALK
x 76.52	SPOT ELEVATION
T.B.R.	TO BE REMOVE
P.W	PARKWAY
W.M	WATER METER
—C—	CENTERLINE
—P—	PROPERTY LINE
—SS—	SEWER
—W—	WATER
—G—	GAS

NOTES

1. EXISTING ZONING: R-3
2. PROPOSED USE: RESIDENTIAL
3. SEWAGE DISPOSAL: EXISTING PUBLIC SEWER (COUNTY SANITATION DISTRICT OF LOS ANGELES CO.)
4. METHOD OF DRAINAGE: CONTROLLED TOWARD THE STREET
5. THE PROJECT IS NOT WITHIN A KNOWN HAZARDOUS AREA.
6. THERE ARE NOT OAK TREES IN THIS PROPERTY.
7. TOTAL AREA: 8,990 SQ. FEET= 1 LOT.



THOMAS GUIDE:
 PAGE 735, GRID A-1

EASEMENT NOTES:

- △ EASEMENT FOR PUBLIC UTILITIES PER BOOK 2515, PAGE 398 O.R. AFFECTS LOT 1009
- △ EASEMENT FOR STREET DEDICATION PER BOOK 10103, PAGE 359 O.R.
- △ EASEMENT FOR GAS & WATER LINES POLE LINES BOOK 845, PAGE 246 O.R. LOT 1010

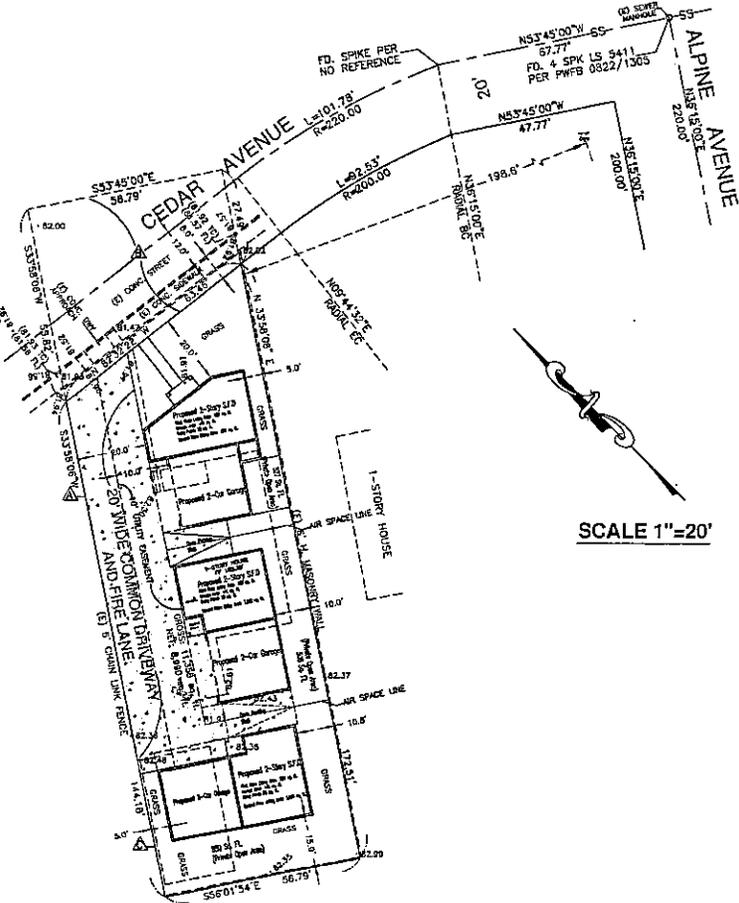
LEGAL DESCRIPTION

LOT 103 AND 1016 OF TRACT NO. 3025 IN THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 33, PAGE 43-44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6168-012-012

BENCHMARK:

BM# PY3741 ELEV. 82.10'
 QUAD YEAR: 2005
 USC&GS BR CAP ON TOP OF W CONC BANNISTER
 S END @ MAIN ENT TO SCHOOL @ SE COR ALAMEDA ST
 (E 88L) & 310 EL SEGUNDO BL 34.7M(114FT) E/O
 & 29.9M(98FT) S/O C/L INT MKD (W 815 1941)



SCALE 1"=20'

OWNER:

RAUL ECHEMENDIA
 P.O. BOX 1069
 DOWNEY, CA 90240
 562-477-5373 TEL

<p>ADS P.O. BOX 1633 DOWNEY, CA 90240 (562) 760-6040 TEL EMAIL: edseng@yahoo.com</p>		<p>TENTATIVE PARCEL MAP NO. 74275</p>	
		<p>SITE ADDRESS: 3304 CEDAR AVENUE LYNWOOD, CA 90262 APN 6168-012-012</p>	
<p>ENGINEER</p>	<p>ALEJANDRO J. ALATORRE R.C.E. 32761 EXP. 6/30/18</p>	<p>SCALE: 1"=20'</p>	<p>DRAWN BY: _____ DATE: _____</p>
<p>CITY OF LYNWOOD</p>			



City of **LYNWOOD**

A City Meeting Challenges

11330 BULLIS ROAD
LYNWOOD, CALIFORNIA 90262
(310) 603-0220



DATE: September 13, 2016

TO: Honorable Chair and Members of the Planning Commission

FROM:  Andre Dupret, Interim Director Department of Development,
Compliance and Enforcement Services
Karen Figueredo, Planning Associate

SUBJECT: Tentative Parcel Map No. 2016-01 to subdivide one (1) parcel's air space to allow three (3) detached condominiums.
(Continued from August 30, 2016)

APPLICANT: Raul Echemendia

RECOMMENDED ACTION

1. **DETERMINE** that Tentative Parcel Map No. 2016-01 is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15315 Minor Land Divisions.
2. **ADOPT** Resolution No. 3364 thereby approving Tentative Parcel Map No. 2016-01 to subdivide one (1) parcel's air space to allow three (3) detached condominiums on property located at 3304 Cedar Avenue.

PROJECT

The applicant, Raul Echemendia, is requesting that the Planning Commission consider and approve Tentative Parcel Map No. 2016-01 to subdivide one (1) parcel's air space to allow three (3) detached condominiums. The property is located at 3304 Cedar Avenue, further described as Assessor's Parcel Number 6168-012-012.

BACKGROUND

The Property is located on the south side of Cedar Avenue between Lindbergh Avenue and Alpine Avenue in the R-3 (Multi-Family Residential) zone. The Property is irregular in shape and totals approximately 9,160 square feet in area.

As part of the subdivision, the applicant proposes to demolish the existing house and garage and create three (3) detached condominiums. The proposed condominiums are two-story in height with three (3) bedrooms and attached two-car garages.

On August 30, 2016, the Planning Commission continued the item to the next regular schedule meeting.

DISCUSSION

The Subdivision Map Act, codified in Government Code Section 66400 *et seq.*, governs subdivision tract and parcel maps. Under Section 25-180-2 of the Lynwood Municipal Code ("LMC"), the provisions of the Subdivision Map Act relating to the review and approval of tentative, final, and parcel maps are applicable to the City.

Per Section 66474, the Planning Commission cannot approve a tentative map if it finds any of the following:

- That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
- That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
- That the site is not physically suitable for the type of development.
- That the site is not physically suitable for the proposed density of development.
- That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- That the design of the subdivision or type of improvements is likely to cause serious public health problems.
- That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Staff believes that none of the above applies to the Project and therefore the Planning Commission can approve the Tentative Map. Specifically, the following findings can be made:

1. *The Tentative Map is consistent with the approved, applicable general and specific plans:*

The Tentative Map will result in the subdivision of the Property, one (1) parcel's air space to allow three (3) detached condominiums. The current zoning of R-3 (Multi-Family Residential) is consistent with the General Plan Land Use designation of residential for the Property. The Property will be improved with uses consistent with the goals and objectives of the General Plan.

2. *The Property is physically suitable for the proposed type and density of development:*

The Property will be developed with three (3) detached two-story condominiums with attached two-car garages. The condominiums conform to the density permitted within R-3 (Multi-Family Residential) zone. The proposed Project will also be compatible with the surrounding uses, as they consist of single and multi-family residential uses.

3. *The design of the proposed improvements is not likely to cause environmental damage, substantially and avoidably injure fish or wildlife or their habitat, cause serious public health problems, or conflict with public easements:*

The Project will result in the development of the Property in an area that is fully developed. The Project will not be built on or near habitats of fish or wildlife. The Project will not cause serious health problems because the residential use is similar to the surrounding uses and permitted by the General Plan. There are no conflicting public easements on the Property.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following actions:

1. DETERMINE That Tentative Parcel Map No. 2016-01 is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15315 Minor Land Division.
2. ADOPT Resolution No. 3364 thereby approving Tentative Parcel Map No. 2016-01 to subdivide one (1) parcel's air space to allow three (3) detached condominiums on the property located at 3304 Cedar Avenue.

ATTACHMENTS:

1. Location Map
2. Aerial Photo
3. Resolution No. 3364



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Amanda Hall, Director of Finance *ah*
Lilly Hampton, Accounting Technician

SUBJECT: Approval of the Warrant Registers

Recommendation:

Staff respectfully recommends that the Lynwood City Council approve the warrant registers dated October 4, 2016 for FY 2015-2016 and FY 2016-2017.

-----Attached Warrant Registers dated October 4, 2016-----



FY-2016-2017
Void-Check Listing
 City of Lynwood

apCkHist
 09/28/2016 12:26PM

Bank code: apbank

Void Check #	Date	Vendor	Status	Clear/Void Date	Reason-Void/Re-issue Ck#	Inv. Date	Amount Paid	Check Total
184840	08/16/2016	002486 CA. MUN. TREASURERS		09/26/2016	NEED 2 CHECKS 185187	07/25/2016	670.00	
			V	09/26/2016	2 185188	06/21/2016	155.00	825.00
185116	09/20/2016	010080 MARQUIS MODKINS		09/27/2016	DUPLICATE PAYMENT	08/30/2016	50.00	50.00
185134	09/20/2016	009742 UNIFIRST CORPORATION	V	09/15/2016	SPOILED		0.00	0.00
185160	09/27/2016	008217 AMAZON.COM, LLC		09/28/2016	WRONG INVOICE # 185170	08/06/2016	523.16	
			V	09/28/2016	156817709640	08/06/2016	389.05	
			V	09/28/2016	248716365388	09/02/2016	338.58	
			V	09/28/2016	252401643123	07/26/2016	209.94	
			V	09/28/2016	173717068900	08/08/2016	161.94	
			V	09/28/2016	272933744520	08/12/2016	108.99	
			V	09/28/2016	289567097328	07/28/2016	102.76	
			V	09/28/2016	207046743378	08/03/2016	69.98	
			V	09/28/2016	252516416942	07/07/2016	64.85	
			V	09/28/2016	218671011635	08/08/2016	54.40	
			V	09/28/2016	252519248446	07/06/2016	50.71	
			V	09/28/2016	139539685240	07/28/2016	49.99	
			V	09/28/2016	131467034318	07/12/2016	33.71	
			V	09/28/2016	268752908677	08/03/2016	24.99	
			V	09/28/2016	098031344373	07/20/2016	21.66	
			V	09/28/2016	225594992275	08/19/2016	14.38	
			V	09/28/2016	097977454032	07/28/2016	13.94	
			V	09/28/2016	272939098803	08/12/2016	10.24	
			V	09/28/2016	072921249385	08/03/2016	2.51	2,245.78

apbank Total: 3,120.78

4 checks in this report

Total Checks: 3,120.78

FY-2015-2016
Void-Check Listing
City of Lynwood

Bank code: apbank

Void Check #	Date	Vendor	Status	Clear/Void Date	Reason-Void/Re-issue Ck#	Inv. Date	Amount Paid	Check Total
183894	05/17/2016	009746 RAUL GODINEZ		06/30/2016	STALE DATED 185224	12/16/2015	30.00	30.00
184274	06/21/2016	009422 SALVADOR MENDEZ		06/30/2016	STALE DATED 185327	06/13/2016	165.00	
			V	06/30/2016	009422052416	05/24/2016	18.00	183.00
							apbank Total:	213.00
							Total Checks:	213.00

2 checks in this report

Prepaid-Check List
City of Lynwood

vchlist
09/19/2016 1:43:07PM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185141	9/19/2016	000163 SOUTHERN CALIFORNIA EDISON	000163083116		LIGHT & POWER SERVICES-8/2016 6051.45.450.65001	15,512.68
			000163083116-A		LIGHT & POWER SERVICES-8/2016 2051.45.430.65001	31.88
					2651.45.425.65001	83.86
					2701.45.610.65001	252.09
					6051.45.450.65001	2,888.03
			000163090216		LIGHT & POWER SERVICES-8/2016 2051.45.430.65001	54.33
					2651.45.425.65001	124.63

Total : 18,947.50

1 Vouchers for bank code : apbank

Bank total : 18,947.50

1 Vouchers in this report

Total vouchers : 18,947.50

Prepaid-Check List
City of Lynwood

vchlist
09/20/2016 3:59:16PM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185142	9/20/2016	010093 & CONSULTING GROUP, MILLER	010093093016		REGI-M.QUINONEZ 1011.15.105.64015	1,375.00 Total : 1,375.00
185143	9/20/2016	010100 RIESGO, RAUL	004371		REFUND-BATEMAN HALL RENTAL 1011.60.33215	237.00 Total : 237.00
185144	9/20/2016	006215 SELBOR BUILDERS, INC.	3-B	11-000761	HUD ACT#938-HOME REHAB GRANT & LOAN-8/2016 2961.51.865.67235	14,383.80 Total : 14,383.80
185145	9/20/2016	000329 VISION SERVICE PLAN	ACTIVE-093016 RETIREE-093016		VISION PREMIUM-ACTIVE-9/2016 1011.20140 VISION PREMIUM-RETIREE-9/2016 7151.35.355.64012	2,464.68 Total : 3,565.92
185147	9/20/2016	002912 WATERLINE TECHNOLOGIES, INC	5344325 5344326 5344765 5344766 5344767 5344768 5345663 5345665 5345666	06-006495 06-006495 06-006495 06-006495 06-006495 06-006495 06-006495 06-006495 06-006495	SODIUM HYPOCHLORINE SOLUTION-7/2016 6051.45.450.65020 SODIUM HYPOCHLORINE SOLUTION-7/2016 6051.45.450.65020	224.32 224.32 360.52 320.46 208.30 320.46 560.81 384.55 520.75

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185147	9/20/2016	002912 WATERLINE TECHNOLOGIES,INC	(Continued) 5345667		SODIUM HYPOCHLORINE SOLUTION-7/2016 6051.45.450.65020	248.36
			5345668	06-006495	SODIUM HYPOCHLORINE SOLUTION-7/2016 6051.45.450.65020	248.36
			5346381	06-006495	SODIUM HYPOCHLORINE SOLUTION-7/2016 6051.45.450.65020	208.30
			5346382	06-006495	SODIUM HYPOCHLORINE SOLUTION-7/2016 6051.45.450.65020	216.31
			5347263	06-006495	SODIUM HYPOCHLORINE SOLUTION-7/2016 6051.45.450.65020	264.38
			5347264	06-006495	SODIUM HYPOCHLORINE SOLUTION-7/2016 6051.45.450.65020	280.40
			5347265	06-006495	SODIUM HYPOCHLORINE SOLUTION-7/2016 6051.45.450.65020	227.53
			5347266	06-006495	SODIUM HYPOCHLORINE SOLUTION-7/2016 6051.45.450.65020	328.47
			5347267	06-006495	SODIUM HYPOCHLORINE SOLUTION-7/2016 6051.45.450.65020	179.46
			5348148	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	200.29
			5348149	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	179.46
			5348150	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	189.07
			5348151	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	198.69
			5348152	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	166.64
			5349053	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	227.53
			5349054	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	200.29
			5350674	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	232.33
			5350675	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	232.33

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185147	9/20/2016	002912 WATERLINE TECHNOLOGIES,INC	(Continued) 5350676		SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	560.81
			5350677	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	240.35
			5350678	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	328.47
			5350901	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	256.37
			5350902	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	192.28
			5350903	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	192.28
			5350904	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	216.31
			5350905	06-006495	SODIUM HYPOCHLORINE SOLUTION-8/2016 6051.45.450.65020	200.29
			5351832	06-006495	SODIUM HYPOCHLORINE SOLUTION-9/2016 6051.45.450.65020	205.09
			5351833	06-006495	SODIUM HYPOCHLORINE SOLUTION-9/2016 6051.45.450.65020	205.09
			5351834	06-006495	SODIUM HYPOCHLORINE SOLUTION-9/2016 6051.45.450.65020	213.11
			5351866	06-006495	SODIUM HYPOCHLORINE SOLUTION-9/2016 6051.45.450.65020	211.50
Total :						10,174.64
5 Vouchers for bank code : apbank						Bank total : 29,736.36
5 Vouchers in this report						Total vouchers : 29,736.36

Prepaid-Check List
City of Lynwood

vchlist
09/21/2016 7:26:45AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185148	9/21/2016	001482 NORMAN A. TRAUB ASSOCIATES INC	16023		PROFESSIONAL SERVICES-6/2016	
				05-001405	1011.35.330.62015	13,750.00
				05-001405	1011.35.330.64399	1,250.00
				05-001405	1011.35.335.62001	7,500.00
				05-001405	1011.35.335.64010	1,750.00
				05-001405	1011.35.335.62015	750.00

Total : 25,000.00

1 Vouchers for bank code : apbank

Bank total : 25,000.00

1 Vouchers in this report

Total vouchers : 25,000.00

FY-2016-2017
Prepaid-Check List
 City of Lynwood

vchlist
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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185149	9/21/2016	000163 SOUTHERN CALIFORNIA EDISON	000163090116		LIGHT & POWER SERVICES-8/2016 6051.45.450.65001	5,118.71
Total :						5,118.71
1 Vouchers for bank code : apbank						Bank total : 5,118.71
1 Vouchers in this report						Total vouchers : 5,118.71

Prepaid-Check List
City of Lynwood

vchlist
09/26/2016 7:43:50AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185150	9/26/2016	000764 ALVIZAR BUFFET	171		BALANCE-FOOD FOR BUSINESS EXPO-7/2016	
				08-003206	1011.60.701.67950	50.00
					Total :	50.00
185151	9/26/2016	001330 CANON FINANCIAL SERVICES, INC.	1648456		COPIER-LEASE MAINTENANCE & PRINTS-9/2016	
				01-001166	1011.25.205.63030	169.91
				01-001166	1011.35.330.63030	46.58
				01-001166	1011.30.270.63025	50.93
				01-001166	1011.30.275.63025	50.93
				01-001166	1011.30.310.63025	50.93
				01-001166	1052.30.315.63025	42.97
				01-001166	6051.30.315.63025	42.97
				01-001166	6401.30.315.63025	42.97
				01-001166	1011.65.250.63030	90.34
				01-001166	1011.65.290.63030	90.35
				01-001166	1011.45.415.63025	116.55
				01-001166	6051.45.450.63025	116.55
				01-001166	1011.45.405.63030	87.69
				01-001166	1011.45.614.63030	87.69
				01-001166	1011.51.501.63025	272.94
				01-001166	1011.51.515.63025	272.94
			16493065		COPIER-LEASE MAINTENANCE & PRINTS-9/2016	
				01-001166	1011.25.205.63030	93.31
				01-001166	1011.35.330.63030	106.68
				01-001166	1011.30.270.63030	56.68
				01-001166	1011.30.275.63030	56.68
				01-001166	1011.30.310.63030	56.68
				01-001166	1052.30.315.63030	56.68
				01-001166	6051.30.315.63030	56.68
				01-001166	6401.30.315.63030	56.68
				01-001166	1011.65.250.63030	106.68
				01-001166	1011.65.290.63030	106.68
				01-001166	1011.51.501.63030	232.97
					Total :	2,619.64
185152	9/26/2016	001552 CARRILLO, ROSALIA	045318		REIMB- FOR SENIOR SUMMER	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185152	9/26/2016	001552 CARRILLO, ROSALIA	(Continued)	08-003211	1011.60.720.64399	61.52
Total :						61.52
185153	9/26/2016	010105 CPRS DISTRICT 10	FRLTC1602		REGI-RECREATION LEADERS-CPR-CLASS 1011.60.710.64015	135.00
Total :						135.00
185154	9/26/2016	001987 DISTRICT OF SOUTHERN CALIF., WATER	001987073116	06-006472	GROUNDWATER PRODUCTION & ASSESSMENT-7/2016 6051.45.450.67415	124,541.01
Total :						124,541.01
185155	9/26/2016	000163 SOUTHERN CALIFORNIA EDISON	000163090716		LIGHT & POWER SERVICES-8/2016 2051.45.430.65001	121.47
			000163090716-A		2651.45.425.65001 LIGHT & POWER SERVICES-8/2016	31,060.56
			000163090716-B		2651.45.425.65001	383.01
			000163090816		LIGHT & POWER SERVICES-8/2016 6051.45.450.65001	3,793.96
			000163091016		LIGHT & POWER SERVICES-8/2016 2051.45.430.65001	119.80
			000163091016-A		2651.45.425.65001 LIGHT & POWER SERVICES-8/2016	136.66
			000163091316		2051.45.430.65001 LIGHT & POWER SERVICES-8/11/2016-9/12/2016	66.94
			000163091416		2651.45.425.65001 LIGHT & POWER SERVICES-8/12/2016-9/13/2016	6,697.45
			000163091416-A		2701.45.610.65001 LIGHT & POWER SERVICES-8/11/2016-9/12/2016	410.00
			000163091716		2051.45.430.65001 LIGHT & POWER SERVICES-8/17/2016-9/16/2016	68.09
					2051.45.430.65001	348.49
					2051.45.430.65001	29.14
					2051.45.430.65001	185.94

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185155	9/26/2016	000163 SOUTHERN CALIFORNIA EDISON	(Continued)			
					1011.60.740.65001	1,695.95
					1011.60.745.65001	1,915.87
					1011.60.710.65001	996.61
					1011.60.720.65001	2,825.73
			000163091716-A		LIGHT & POWER SERVICES-8/17/2016-9/16/2016	
					1011.60.740.65001	3,132.16
					1011.60.710.65001	4,174.87
					Total :	58,562.58

6 Vouchers for bank code : apbank

Bank total : 185,969.75

6 Vouchers in this report

Total vouchers : 185,969.75

Prepaid-Check List
City of Lynwood

vchlist
09/26/2016 1:02:23PM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
185156	9/26/2016	006321 JIMENEZ CARPET	18434		CARPET INSTALLATION-COUNCIL CONF. RM-8/2016		
				01-001172	1011.25.205.63025	633.10	
					Total :	633.10	
185157	9/26/2016	007575 LEGEND PUMP & WELL SERVICE,INC	3		WATER WELL #5 REHAB. PROJECT-7/2016		
				06-006031	4011.68.900.62015	14,125.01	
				06-006031	4011.20601	-1,412.50	
					Total :	12,712.51	
185158	9/26/2016	008010 WESTERN NRG, INC.	43627		GATEWAY SECURITY-YOUTH CENTER-9/2016		
				12-000119	1011.65.290.64399	289.00	
					Total :	289.00	
3 Vouchers for bank code : apbank						Bank total :	13,634.61
3 Vouchers in this report						Total vouchers :	13,634.61

FY-2015-2016
Prepaid-Check List
 City of Lynwood

vchlist
 09/26/2016 1:44:19PM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
185159	9/26/2016	001482 NORMAN A. TRAUB ASSOCIATES INC	16089		INVESTIGATIONS SERVICES-6/9/2016-7/31/2016		
				05-001415	7151.35.350.62015	8,171.16	
			16093		INVESTIGATIONS SERVICES-6/10/2016-7/21/2016		
				05-001415	7151.35.350.62015	6,354.66	
					Total :	14,525.82	
1 Vouchers for bank code : apbank						Bank total :	14,525.82
1 Vouchers in this report						Total vouchers :	14,525.82

Prepaid-Check List
City of Lynwood

vchlist
09/27/2016 9:50:33AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185160	9/27/2016	008217 AMAZON.COM, LLC	072921249385		COMPUTER/NETWORK SUPPLIES-8/2016	
				01-001142	1011.25.205.65020	2.51
			097977454032		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000120	1011.65.290.65020	13.94
			098031344373		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000120	6051.65.290.65020	21.66
			131467034318		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000120	1011.65.290.65020	33.71
			139539685240		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000120	6051.65.290.65020	49.99
			156817709640		KARAOKE PLAYER- SENIOR CENTER-7/2016	
				01-001142	1011.25.205.65020	389.05
			173717068900		COMPUTER/NETWORK SUPPLIES-8/2016	
				12-000120	6051.65.290.65020	161.94
			207046743378		COMPUTER/NETWORK SUPPLIES-8/2016	
				12-000113	6051.65.290.65020	69.98
			218671011635		COMPUTER/NETWORK SUPPLIES-8/2016	
				12-000120	6051.65.290.65020	54.40
			225594992275		COMPUTER/NETWORK SUPPLIES-8/2016	
				12-000120	1011.65.290.65020	14.38
			248716365388		COMPUTER/NETWORK SUPPLIES-9/2016	
				12-000120	1011.65.290.65020	338.58
			252401643123		COMPUTER/NETWORK SUPPLIES-9/2016	
				12-000113	6051.65.290.65020	209.94
			252516416942		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000120	6051.65.290.65020	64.85
			252519248446		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000120	6051.65.290.65020	50.71
			268752908677		COMPUTER/NETWORK SUPPLIES-8/2016	
				01-001142	1011.25.205.65020	24.99
			270881753977		COMPUTER/NETWORK SUPPLIES-8/2016	
				12-000113	6051.65.290.65020	523.16
			272933744520		COMPUTER/NETWORK SUPPLIES-9/2016	
				12-000120	1011.65.290.65020	108.99
			272939098803		COMPUTER/NETWORK SUPPLIES-9/2016	
				12-000120	6051.65.290.65020	10.24

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185160	9/27/2016	008217 AMAZON.COM, LLC	(Continued) 289567097328	12-000120	COMPUTER/NETWORK SUPPLIES-7/2016 6051.65.290.65020	102.76
Total :						2,245.78
185161	9/27/2016	005344 AT&T MOBILITY	X09082016	12-000115 12-000115	CELL PHONE SERVICES-8/2016 1011.65.290.64501 6051.65.290.64501	1,337.57 1,337.57
Total :						2,675.14
185162	9/27/2016	001306 CORELOGIC SOLUTIONS, LLC.	81709347 81723119	01-001170 01-001170 01-001170 01-001170	PROPERTY OWNER INFORMATION SERVICE-7/2016 1011.51.605.62015 1011.51.515.62015 PROPERTY OWNER INFORMATION SERVICE-8/2016 1011.51.605.62015 1011.51.515.62015	55.59 19.41 125.25 27.00
Total :						227.25
3 Vouchers for bank code : apbank						Bank total : 5,148.17
3 Vouchers in this report						Total vouchers : 5,148.17

Prepaid-Check List
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185163	9/28/2016	000141 AT&T	3378414401090716		TELEPHONE SERVICE-9/2016 6051.45.450.64501	33.29
			3378414402090716		TELEPHONE SERVICE-9/2016 6051.45.450.64501	33.29
					Total :	66.58
185164	9/28/2016	000955 CENTRAL BASIN MUNICIPAL WATER	LYN-AUG16(REVISED)	06-006461	IMPORTED WATER FOR LYNWOOD RESIDENTS-9/2016 6051.45.450.67415	55,470.04
					Total :	55,470.04
185165	9/28/2016	007206 CHEVRON	48439277	06-006469	FLEET FUEL CHARGES-8/16/2016-9/15/2016 7011.45.420.65010	9,432.49
					Total :	9,432.49
185166	9/28/2016	002295 NPELRA	002295101216		REGI-H.SAINZ-WEBINAR TRAINING-10/2016 1011.35.335.64015	89.00
					Total :	89.00
185167	9/28/2016	000163 SOUTHERN CALIFORNIA EDISON	000163091416-B		LIGHT & POWER SERVICES-8/12/2016-9/13/2016 2051.45.430.65001	173.35
			000163091416-C		LIGHT & POWER SERVICES-8/12/2016-9/13/2016 2651.45.425.65001	7,628.12
			000163091716-B		LIGHT & POWER SERVICES-8/17/2016-9/16/2016 2051.45.430.65001	53.06
			000163091716-C		LIGHT & POWER SERVICES-8/17/2016-9/16/2016 2051.45.430.65001	373.70
			000163091716-D		LIGHT & POWER SERVICES-8/17/2016-9/16/2016 1011.45.415.65001	155.05
			000163091716-E		LIGHT & POWER SERVICES-8/17/2016-9/16/2016 2651.45.425.65001	206.18
			000163091716-F		LIGHT & POWER SERVICES-8/17/2016-9/16/2016 2701.45.610.65001	422.95
					6051.45.450.65001	78.26
			000163091716-G		LIGHT & POWER SERVICES-8/17/2016-9/16/2016 2651.45.425.65001	3,231.30
			000163091716-H		LIGHT & POWER SERVICES-8/17/2016-9/16/2016	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
185167	9/28/2016	000163 SOUTHERN CALIFORNIA EDISON	(Continued)		2051.45.430.65001	4,872.67	
						Total :	17,194.64
185168	9/28/2016	000164 THE GAS CO.	000164092016		GAS SERVICES-8/17/2016-9/16/2016 1011.45.415.65005	30.86	
						Total :	30.86
185169	9/28/2016	001302 U.S. BANK	001302081016		BANKCARD CHARGES-7/22/2016-8/10/2016 1011.65.290.64399 1011.10.101.64399 1011.35.335.62025 1011.35.330.62015	179.00 11.62 445.00 222.60	
						Total :	858.22
7 Vouchers for bank code : apbank						Bank total :	83,141.83
7 Vouchers in this report						Total vouchers :	83,141.83

Prepaid-Check List
City of Lynwood

vchlist
09/28/2016 12:12:12PM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185170	9/28/2016	008217	AMAZON.COM, LLC			
			056817709640		KARAOKE PLAYER-SENIOR CENTER-7/2016	
				01-001142	1011.25.205.65020	389.05
			072921249385		COMPUTER/NETWORK SUPPLIES-7/2016	
				01-001142	1011.25.205.65020	2.51
			097977454032		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000120	1011.65.290.65020	13.94
			098031344373		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000120	6051.65.290.65020	21.66
			131467034318		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000120	1011.65.290.65020	33.71
			139539685240		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000120	6051.65.290.65020	49.99
			173717068900		COMPUTER/NETWORK SUPPLIES-8/2016	
				12-000120	6051.65.290.65020	161.94
			207046743378		COMPUTER/NETWORK SUPPLIES-8/2016	
				12-000113	6051.65.290.65020	69.98
			218671011635		COMPUTER/NETWORK SUPPLIES-8/2016	
				12-000120	6051.65.290.65020	54.40
			225594992275		COMPUTER/NETWORK SUPPLIES-8/2016	
				12-000120	1011.65.290.65020	14.38
			248716365388		COMPUTER/NETWORK SUPPLIES-9/2016	
				12-000120	1011.65.290.65020	338.58
			252401643123		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000113	6051.65.290.65020	209.94
			252516416942		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000120	6051.65.290.65020	64.85
			252519248446		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000120	6051.65.290.65020	50.71
			268752908677		COMPUTER/NETWORK SUPPLIES-7/2016	
				01-001142	1011.25.205.65020	24.99
			270881753977		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000113	6051.65.290.65020	523.16
			272933744520		COMPUTER/NETWORK SUPPLIES-9/2016	
				12-000120	1011.65.290.65020	108.99
			272939098803		COMPUTER/NETWORK SUPPLIES-9/2016	
				12-000120	6051.65.290.65020	10.24

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185170	9/28/2016	008217 AMAZON.COM, LLC	(Continued) 289567097328		COMPUTER/NETWORK SUPPLIES-7/2016	
				12-000120	6051.65.290.65020	102.76
					Total :	2,245.78
					Bank total :	2,245.78
					Total vouchers :	2,245.78

1 Vouchers for bank code : apbank

1 Vouchers in this report

FY-2016-2017
Check List
 City of Lynwood

vchlist
 09/29/2016 7:41:20AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185171	10/4/2016	000884 A DIVISION OF SULLY-MILLER, BLUE	788150	06-006511	ASPHALT-COLD OR HOT MIX-9/2016 2051.45.410.65020	1,441.21 Total : 1,441.21
185172	10/4/2016	000139 ACE LUMBER, LTD INC	A155295	08-003196	MATERIALS & SUPPLIES-9/2016 1011.60.701.65020	40.84 Total : 40.84
185173	10/4/2016	000002 ADP, LLC	478654949	02-001905	PAYROLL SERVICES-8/2016 1011.30.270.62015	1,190.22
			479349266	02-001905	6051.30.315.62015	1,190.22
				02-001905	PAYROLL SERVICES-P/E-8/27/2016 1011.30.270.62015	242.38
			480036267	02-001905	6051.30.315.62015	242.38
				02-001905	PAYROLL SERVICES-P/E-9/12/2016 1011.30.270.62015	402.15
				02-001905	6051.30.315.62015	402.15
					Total : 3,669.50	
185174	10/4/2016	005079 AFLAC	005079091116		EMPLOYEE CONTRIBUTION-P/E-9/11/2016 1011.20146	518.75
			937154		EMPLOYEE CONTRIBUTION-P/E-9/11/2016 1011.20146	1,517.78
					Total : 2,036.53	
185175	10/4/2016	007551 AFSCME DISTRICT COUNCIL 36	007551091116		GENERAL EMPLOYEE ASSOC DUES-P/E-9/11/2016 1011.20144	2,265.13
					Total : 2,265.13	
185176	10/4/2016	000064 AJMADISON	79599065	06-006446	KITCHEN EQUIPMENT FOR HAM PARK-8/2016 4011.67.007.66015	4,250.00
					Total : 4,250.00	
185177	10/4/2016	000956 ALL AMERICAN ASPHALT	171230	06-006418	STATE AND CEDAR INTERSECTION PROJECT-7/2016 4011.68.031.62015	106,044.66
				06-006418	4011.20601	-5,302.23

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185177	10/4/2016	000956	000956 ALL AMERICAN ASPHALT		(Continued)	Total : 100,742.43
185178	10/4/2016	009097	ALVARENGA'S TILE SETTING	12180	REPAIR DAMAGED TILE-8/2016	
				06-006513	1011.45.415.63025	500.00
					Total :	500.00
185179	10/4/2016	010049	AMERICAN CANCER SOCIETY, INC.	010049091116	EMPLOYEE CONTRIBUTION-P/E-9/11/2016	
					1011.20146	55.37
					Total :	55.37
185180	10/4/2016	002452	AMERICAN LANGUAGE SVCS.	45502	TRANSLATION SERVICE-7/2016	
					1011.25.205.62015	192.70
				12-000116	TRANSLATION SERVICE-7/2016	
					1011.25.205.62015	183.70
				12-000116	TRANSLATION SERVICE-9/2016	
					1011.65.250.62015	621.20
				12-000114	TRANSLATION SERVICE-9/2016	
					1011.65.250.62015	927.10
				12-000114	Total :	1,924.70
185181	10/4/2016	003312	AMERICAN RENTALS	387246	EQUIPMENT RENTAL & SUPPLIES-8/2016	
					2051.45.410.63030	59.90
				06-006514	2051.45.410.65020	130.80
					Total :	190.70
185182	10/4/2016	000926	AMERICAN TRANSPORTATION SYSTEM	56527	CHARTER BUS TRANSPORTATION-8/2016	
					1011.60.710.67250	652.95
				08-003172	CHARTER BUS TRANSPORTATION-8/2016	
					1011.60.710.67250	575.21
				08-003172	Total :	1,228.16
185183	10/4/2016	001596	APA ENGINEERING, INC.	16-100520	LONG BEACH BLVD. IMPROVEMENT PROJ.-5/2016	
					4011.67.937.62015	3,000.00
				06-006261	LONG BEACH BLVD. IMPROVEMENT PROJ-6/2016	
					4011.67.937.62015	3,000.00
				06-006261	Total :	6,000.00
185184	10/4/2016	000448	ATLANTIC CAR WASH	1394	CAR WASH SERVICES-8/2016	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185184	10/4/2016	000448 ATLANTIC CAR WASH	(Continued)	06-006456	7011.45.420.64399	309.75
Total :						309.75
185185	10/4/2016	004773 BSN SPORTS	98252612	08-003215	MAINTENANCE EQUIPMENT-9/2016 1011.60.705.65020	298.55
Total :						298.55
185186	10/4/2016	000300 BUBBS HARDWARE	15	06-006481	HARDWARE MATERIALS & SUPPLIES-9/2016 2051.45.410.65020	4.35
			17	06-006481	HARDWARE MATERIALS & SUPPLIES-9/2016 2051.45.410.65020	14.06
			32	06-006481	HARDWARE MATERIALS & SUPPLIES-9/2016 6051.45.450.65020	12.27
Total :						30.68
185187	10/4/2016	002486 CA. MUN. TREASURERS ASSOC.	002486080516		REGI-S.HARDING 1011.20.110.64015	670.00
Total :						670.00
185188	10/4/2016	002486 CA. MUN. TREASURERS ASSOC.	2016-124-A		MEMBERSHIP DUES-CMTA-FY-2016-2017 1011.20.110.65040	155.00
Total :						155.00
185189	10/4/2016	000032 CAL ADDISON	549572	06-006459	FLEET REPAIRS & MAINTENANCE-8/2016 7011.45.420.63025	160.00
Total :						160.00
185190	10/4/2016	009769 CAL-CITY CONSTRUCTION, INC	8	06-006199	HAM PARK COMM CENTER CONSTRUCTION-8/2016 4011.67.007.62015	488,286.41
				06-006199	4011.20601	-23,251.73
Total :						465,034.68
185191	10/4/2016	007782 CAMACHO, GABRIELA	007782103116		ELECTRONIC/MEDIA-AUTO EXPENSES-10/2016 1011.20.110.60030	250.00
					1011.20.110.60025	250.00
Total :						500.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185192	10/4/2016	006877 CANNON	61765		ENGINEERING SERVICES FOR SCADA-7/2016	
				06-006407	4011.67.897.62015	1,179.50
			61964		ENGINEERING SERVICES FOR SCADA-8/2016	
				06-006407	4011.67.897.62015	3,573.75
					Total :	4,753.25
185193	10/4/2016	009198 CASTILLO, VANESSA	000184		REFUND-BATEMAN HALL RENTAL DEPOSIT	
					1011.60.33215	250.00
					Total :	250.00
185194	10/4/2016	010092 CAZARES, MARISSA GINETTA	70215		REFUND-PARKING CITATION	
					1011.51.34110	113.50
					Total :	113.50
185195	10/4/2016	001052 CENTRAL BASIN WATER ASSOC.	001052063017		MEMBERSHIP DUES-FY-2016-2017	
					6051.45.450.65040	2,718.50
					Total :	2,718.50
185196	10/4/2016	009302 CHESSER, CHRISTINE	4305		BARTENDER SERVICE-9/2016	
				08-003191	1011.60.740.62064	200.00
					Total :	200.00
185197	10/4/2016	008107 CHICAGO TITLE COMPANY	FCPF-0911516277-2		TITLE SERVICES FOR REHAB PROGRAM-8/2016	
				11-000816	2941.51.286.62015	33.00
			FCPF-0911602192-2		TITLE SERVICES FOR REHAB PROGRAM-7/2016	
				11-000816	2961.51.865.62015	33.00
			FCPF-0911602192-3		TITLE SERVICES FOR REHAB PROGRAM-8/2016	
				11-000816	2961.51.865.62015	15.00
			FCPF-0911603703-2		TITLE SERVICES FOR REHAB PROGRAM-7/2016	
				11-000816	2961.51.865.62015	33.00
			FCPF-0911603704-2		TITLE SERVICES FOR REHAB PROGRAM-8/2016	
				11-000816	2961.51.865.62015	15.00
			FCPF-0911603704-3		TITLE SERVICES FOR REHAB PROGRAM-9/2016	
				11-000816	2961.51.865.62015	33.00
			FCPF-0911603948-2		TITLE SERVICES FOR REHAB PROGRAM-8/2016	
				11-000816	2961.51.865.62015	15.00
			FCPF-0911603948-3		TITLE SERVICES FOR REHAB PROGRAM-9/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185197	10/4/2016	008107 CHICAGO TITLE COMPANY	(Continued)			
			FCPF-0911606855-1	11-000816	2961.51.865.62015 TITLE SERVICES FOR REHAB PROGRAM-8/2016	57.00
			FCPF-0911607442-1	11-000816	2941.51.286.62015 TITLE SERVICES FOR REHAB PROGRAM-9/2016	65.00
			FCPF-0911607465-1	11-000816	2961.51.865.62015 TITLE SERVICES FOR REHAB PROGRAM-9/2016	65.00
			FCPF-0911607890-1	11-000816	2961.51.865.62015 TITLE SERVICES FOR REHAB PROGRAM-9/2016	65.00
				11-000816	2961.51.865.62015	65.00
					Total :	494.00
185198	10/4/2016	007552 CITY EMPLOYEES ASSOCIATES	007552091116		MANAGEMENT ASSOC DUES-P/E-9/11/2016 1011.20144	287.50
					Total :	287.50
185199	10/4/2016	001571 CLINICAL LAB OF SAN BERNARDINO	950730		WATER SAMPLES-6/2016	
			951587	06-006464	6051.45.450.64399 WATER SAMPLES-7/2016	574.00
			952087	06-006464	6051.45.450.64399 WATER SAMPLES-8/2016	1,650.50
				06-006464	6051.45.450.64399	711.00
					Total :	2,935.50
185200	10/4/2016	000444 COMPLETE WELDING SUPPLIES	478340		MATERIALS & SUPPLIES-8/2016	
				06-006497	6051.45.450.65020	135.68
					Total :	135.68
185201	10/4/2016	009670 COMPLIANCE & MONITORING, INC.,	7520		LABOR COMPLIANCE PROGRAM-8/2016	
				06-006091	4011.67.007.62015	1,933.36
					Total :	1,933.36
185202	10/4/2016	005157 CONVERSE CONSULTANTS	06-31121-30-0000004		GEOTECHNICAL OBSERVATION & TESTING-4/2016	
			06-31121-30-0000006	06-006131	4011.67.007.62015 GEOTECHNICAL OBSERVATION & TESTING-7/2016	6,956.00
				06-006131	4011.67.007.62015	2,813.50
					Total :	9,769.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185203	10/4/2016	003341 COPP CONTRACTING, INC.	1909A		REDWOOD AVE & WALNUT AVE IMPROVEMENT-8/2016	
				06-006420	4011.68.017.62015	99,848.52
				06-006420	4011.20601	-4,754.69
					Total :	95,093.83
185204	10/4/2016	001283 CORNELIOUS, DION	001283090716		CDBG COMMISSIONER STIPEND-9/2016	
				11-000790	2941.51.285.60999	50.00
					Total :	50.00
185205	10/4/2016	000027 COUNTY CLERK,	17-1033		RECORDING FEE-9/2016	
				11-000817	1011.51.605.67950	16.00
					Total :	16.00
185206	10/4/2016	005559 CRUSADE-BLACK UNITED FUND INC.,	005559091116		EMPLOYEE CONTRIBUTION-P/E-9/11/2016	
					1011.20146	3.00
					Total :	3.00
185207	10/4/2016	001792 CSMFO	17879		MEMBERSHIP DUES-R.JOHNSON-FY-2016-2017	
					1011.30.275.65040	55.00
					Total :	55.00
185208	10/4/2016	000138 DAILY JOURNAL CORPORATION	A2927655		PUBLICATION OF PUBLIC NOTICES-9/2016	
				11-000793	1011.51.505.62025	76.50
			B2923999		PUBLICATION OF PUBLIC NOTICES-9/2016	
				11-000793	1011.51.505.62025	438.50
					Total :	515.00
185209	10/4/2016	000066 DAPEER, ROSENBLIT & LITVAK,LLP	11634		LEGAL SERVICES-8/2016	
				11-000777	1011.51.605.62001	315.00
					Total :	315.00
185210	10/4/2016	007474 DECKSIDE POOL SERVICE	10004087		POOL & FOUNTAIN MAINTENANCE-8/2016	
				06-006471	1011.45.415.63025	616.30
			10004139		POOL & FOUNTAIN MAINTENANCE-8/2016	
				06-006471	1011.45.415.63025	1,400.58
			10004285		POOL & FOUNTAIN MAINTENANCE-9/2016	
				06-006471	1011.45.415.63025	690.99
			1612929		POOL & FOUNTAIN MAINTENANCE-9/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185210	10/4/2016	007474	DECKSIDE POOL SERVICE		(Continued)	
			1614048	06-006471	1011.45.415.63025 POOL & FOUNTAIN MAINTENANCE-8/2016	194.40
			162342	06-006471	1011.45.415.63025 POOL & FOUNTAIN MAINTENANCE-7/2016	1,164.40
			162563	06-006471	1011.45.415.63025 POOL & FOUNTAIN MAINTENANCE-8/2016	534.60
			162887	06-006471	1011.45.415.63025 POOL & FOUNTAIN MAINTENANCE-8/2016	622.08
			162953	06-006471	1011.45.415.63025 POOL & FOUNTAIN MAINTENANCE-8/2016	427.68
			163035	06-006471	1011.45.415.63025 POOL & FOUNTAIN MAINTENANCE-9/2016	483.68
			163118	06-006471	1011.45.415.63025 POOL & FOUNTAIN MAINTENANCE-9/2016	258.82
				06-006471	1011.45.415.63025	501.98
					Total :	6,895.51
185211	10/4/2016	003349	DELTA DENTAL OF CALIFORNIA	BE001821049	DENTAL PREMIUM-10/2016	
					1011.20140	14,370.16
					7151.35.355.64012	5,213.94
					Total :	19,584.10
185212	10/4/2016	003352	DEPT. OF JUSTICE CTRL SERVICES	178743	BACKGROUND CHECK-7/2016	
				05-001413	1011.35.335.62015	15.00
					Total :	15.00
185213	10/4/2016	006088	DIESEL MOBIL SERVICE	17953	FLEET & SPECIALTY EQUIPMENT REPAIRS-8/2016	
			17956	06-006465	7011.45.420.63025	407.65
			17979	06-006465	7011.45.420.63025	231.40
			17985	06-006465	7011.45.420.63025	540.76
				06-006465	7011.45.420.63025	235.00
					Total :	1,414.81

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185214	10/4/2016	001898 EBS GENERAL ENGINEERING, INC.	52860		BUS SHELTER SIDEWALK CONSTRUCTION-8/2016	
				06-006434	4011.68.013.62015	1,561.00
				06-006434	4011.20601	-78.05
					Total :	1,482.95
185215	10/4/2016	002829 ELECNOR BELCO ELECTRIC, INC.	3		FERNWOOD & BULLIS SIGNAL IMPROV.PROJ.-8/2016	
				06-006319	4011.67.988.62015	65,513.80
				06-006319	4011.20601	-3,119.70
					Total :	62,394.10
185216	10/4/2016	003334 FED EX	5-511-08260		DELIVERY SERVICE-8/2016	
				05-001408	1011.35.330.64399	36.94
					Total :	36.94
185217	10/4/2016	001393 FERGUSON ENTERPRISES, INC.	0569057		860 -FIRE HYDRANTS PURCHASE-9/2016	
				06-006519	6051.45.450.65020	7,427.81
					Total :	7,427.81
185218	10/4/2016	000003 FIRST CHOICE SERVICES	544675		COFFEE AND WATER SERVICES-9/2016	
				01-001144	1011.10.101.67950	26.05
				01-001144	1011.25.205.67950	26.05
			852599		COFFEE AND WATER SERVICES-9/2016	
				01-001144	1011.10.101.67950	143.08
				01-001144	1011.25.205.67950	143.08
					Total :	338.26
185219	10/4/2016	010098 FLORES, JESSICA	43232		REFUND-CANCELLED TINY TOTS PROGRAM	
					1011.60.33220	60.00
					Total :	60.00
185220	10/4/2016	006902 FULMORE, DENNIS	4276		BARTENDER SERVICE-9/2016	
				08-003192	1011.60.740.62064	200.00
			4289		BARTENDER SERVICE-9/2016	
				08-003192	1011.60.740.62064	200.00
			4305		BARTENDER SERVICE-9/2016	
				08-003192	1011.60.740.62064	200.00
					Total :	600.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185221	10/4/2016	003983 GALLS QUARTERMASTER	005917043		UNIFORMS PURCHASE-8/2016	
				11-000794	1011.51.515.60040	33.23
			005961212		UNIFORMS PURCHASE-8/2016	
				11-000794	1011.51.515.60040	112.79
					Total :	146.02
185222	10/4/2016	002047 GFOA	002047		MEMBERSHIP DUES-R.JOHNSON-FY-2016-2017	
					1011.30.275.65040	150.00
					Total :	150.00
185223	10/4/2016	009599 GKK WORKS	17-1155		HAM PARK COMMUNITY CTR. CONSTRUCTION-8/2016	
				06-006030	4011.67.007.62015	25,600.00
					Total :	25,600.00
185224	10/4/2016	006728 GLUMAC	105102		COMMISSIONING SERVICES FOR HAM PARK-8/2016	
				06-006436	4011.67.007.62015	1,856.00
					Total :	1,856.00
185225	10/4/2016	009746 GODINEZ, RAUL	009746121015		REIMB-REGISTRATION FEE	
					6051.45.450.64015	30.00
					Total :	30.00
185226	10/4/2016	001510 GRAINGER, INC.	9170523675		MATERIAL AND SUPPLIES-7/2016	
				06-006520	6051.45.450.65020	181.59
			9183601120		MATERIAL AND SUPPLIES-8/2016	
				06-006520	6051.45.450.65020	226.99
			9185475986		MATERIAL AND SUPPLIES-8/2016	
				06-006520	6051.45.450.65020	45.39
			9210558343		MATERIAL AND SUPPILES-8/2016	
				06-006482	2051.45.430.65020	173.02
					Total :	626.99
185227	10/4/2016	008611 GWMA	2017-1016		MEMBERSHIP DUES-GATEWAY IRWM JPA-FY-2016	
					6051.45.450.65040	15,000.00
			HT-TMDL-36		GWMA - HARBOR TOXIC POLLUTANTS TMDL-8/2016	
				06-006545	6401.45.457.62015	1,216.00
					Total :	16,216.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185228	10/4/2016	000270 HANSON AGGREGATES WEST, INC.	1714288		OPERATING SUPPLIES-8/2016	
				06-006538	6051.45.450.65020	212.29
					Total :	212.29
185229	10/4/2016	010099 HARDY, MATTHEW A.	006104		REFUND-CANCELLED BUILDING PERMIT	
			006176		1011.51.31110	267.19
					REFUND-CANCELLED BUILDING PERMIT	
					1011.51.31110	233.69
					Total :	500.88
185230	10/4/2016	005694 HERNANDEZ, EVELIA	005694090716		CDBG COMMISSIONER STIPEND-9/2016	
				11-000795	2941.51.285.60999	50.00
					Total :	50.00
185231	10/4/2016	010089 HERNANDEZ, JAVIER	800074648		REFUND-PARKING CITATION	
					1011.51.34105	134.50
					1011.51.34110	113.50
					Total :	248.00
185232	10/4/2016	003338 HILLYARD-LOS ANGELES	602188443		JANITORIAL SUPPLIES-8/2016	
			602191205	06-006474	1011.45.415.65020	492.82
			602201790	06-006474	JANITORIAL SUPPLIES-8/2016	
					1011.45.415.65020	454.04
			602201791	06-006521	JANITORIAL SUPPLIES-8/2016	
					1011.45.415.65020	245.34
			602201792	06-006521	JANITORIAL SUPPLIES-8/2016	
					2051.45.410.65020	348.25
			602211310	06-006521	JANITORIAL SUPPLIES-8/2016	
					2051.45.410.65020	63.65
			602211311	06-006521	JANITORIAL SUPPLIES-8/2016	
					1011.45.415.65020	96.31
			602211312	06-006521	JANITORIAL SUPPLIES-8/2016	
					1011.45.415.65020	485.23
			602211347	06-006521	JANITORIAL SUPPLIES-8/2016	
					1011.45.415.65020	493.51
				06-006521	JANITORIAL SUPPLIES-8/2016	
					2051.45.410.65020	326.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185232	10/4/2016	003338 HILLYARD-LOS ANGELES	(Continued) 602214181		JANITORIAL SUPPLIES-9/2016	
			602218861	06-006521	1011.45.415.65020	481.17
			602218911	06-006521	JANITORIAL SUPPLIES-8/2016 2051.45.410.65020	246.62
			800262697	06-006521	JANITORIAL SUPPLIES-9/2016 2051.45.410.65020	110.14
				06-006474	JANITORIAL SUPPLIES-8/2016 1011.45.415.65020	-24.69
					Total :	3,818.42
185233	10/4/2016	003315 HOME DEPOT CREDIT SERVICE	1011964		MATERIAL & SUPPLIES-7/2016	
			1033893	06-006485	1011.45.415.65020	81.59
			1034920	06-006485	MATERIAL & SUPPLIES-9/2016 2701.45.610.65020	173.02
			1060274	06-006485	MATERIAL & SUPPLIES-8/2016 1011.45.415.65020	126.64
			2054738	06-006485	MATERIAL & SUPPLIES-9/2016 1011.45.415.65020	119.55
			2073399	06-006485	MATERIAL & SUPPLIES-8/2016 2651.45.425.65020	16.28
			2201356	06-006485	MATERIAL & SUPPLIES-7/2016 1011.45.415.65020	32.54
			22130	06-006485	MATERIAL & SUPPLIES-7/2016 2701.45.610.65020	484.86
			3010294	06-006485	MATERIAL & SUPPLIES-8/2016 2701.45.610.65020	61.62
			3014108	06-006485	MATERIAL & SUPPLIES-8/2016 1011.45.415.65020	21.92
			3020672	06-006485	MATERIAL & SUPPLIES-8/2016 1011.45.415.65020	28.00
			3060126	06-006485	MATERIAL & SUPPLIES-7/2016 1011.45.415.65020	82.57
			4032214	06-006485	MATERIAL & SUPPLIES-9/2016 1011.45.415.65020	27.16
				06-006485	MATERIAL & SUPPLIES-8/2016 1011.45.415.65020	282.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185233	10/4/2016	003315	HOME DEPOT CREDIT SERVICE (Continued)			
			4074240		MATERIAL & SUPPLIES-7/2016	
				06-006485	1011.45.415.65020	113.79
			5061156		MATERIAL & SUPPLIES-8/2016	
				06-006485	1011.45.415.65020	167.42
			5564139		MATERIAL & SUPPLIES-7/2016	
				06-006485	2701.45.610.65020	192.28
			5564140		MATERIAL & SUPPLIES-7/2016	
				06-006485	2701.45.610.65020	34.81
			592822		MATERIAL & SUPPLIES-7/2016	
				06-006485	2701.45.610.65020	250.87
			6052145		MATERIAL & SUPPLIES-8/2016	
				06-006485	1011.45.415.65020	356.80
			6264276		MATERIAL & SUPPLIES-8/2016	
				06-006485	1011.45.415.65020	220.02
			6572232		MATERIAL & SUPPLIES-8/2016	
				06-006485	2701.45.610.65020	496.94
			6572233		MATERIAL & SUPPLIES-8/2016	
				06-006485	2051.45.430.65020	124.33
			6593592		MATERIAL & SUPPLIES-8/2016	
				06-006485	1011.45.415.65020	117.97
			7024597		MATERIAL & SUPPLIES-9/2016	
				06-006485	1011.45.415.65020	98.97
			7052109		MATERIAL & SUPPLIES-7/2016	
				06-006485	1011.45.415.65020	89.74
			7072904		MATERIAL & SUPPLIES-8/2016	
				06-006485	1011.45.415.65020	18.02
			8043093		MATERIAL & SUPPLIES-9/2016	
				06-006485	2051.45.430.65020	498.86
			8043094		MATERIAL & SUPPLIES-9/2016	
				06-006485	2051.45.430.65020	122.92
			8071764		MATERIAL & SUPPLIES-8/2016	
				06-006485	1011.45.415.65020	154.73
			9012874		MATERIAL & SUPPLIES-7/2016	
				06-006485	1011.45.415.65020	182.11
			9015042		MATERIAL & SUPPLIES-8/2016	
				06-006485	1011.45.415.65020	147.87

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
185233	10/4/2016	003315 HOME DEPOT CREDIT SERVICE	(Continued) 9050719		MATERIAL & SUPPLIES-9/2016 1011.45.415.65020	27.96	
			9560792	06-006485	MATERIAL & SUPPLIES-9/2016 1011.45.415.65020	209.71	
					Total :	5,164.11	
185234	10/4/2016	001530 HONEYWELL INC	F6171KC0816		HVAC REPAIRS AND MAINTENANCE-8/2016 1011.45.415.63025	8,768.00	
			F6171KC0916	06-006536	HVAC REPAIRS AND MAINTENANCE-9/2016 6051.45.450.63025	8,768.00	
			F6171KC714	06-006536	HVAC REPAIRS AND MAINTENANCE-7/2016 1011.45.415.63025	8,768.00	
					Total :	26,304.00	
185235	10/4/2016	000608 HUB INTERNATIONAL INS.SVCS,INC	0006083116		LIABILITY INSURANCE-8/2016 1011.60.740.64001	3,334.95	
				08-003204		Total :	3,334.95
185236	10/4/2016	000635 IDR ENVIRONMENTAL SERVICES	61053		HAZARDOUS WASTE MATERIAL SERVICE-8/2016 2051.45.410.64399	2,744.20	
				06-006523		Total :	2,744.20
185237	10/4/2016	005848 INFRASTRUCTURE ENGINEERS	21865		CLERICAL SUPPORT-8/2016 1011.51.501.62015	7,548.75	
				11-000818	1011.51.505.62015	7,548.75	
			21876		PLAN CHECK SERVICES-8/2016 1011.51.501.62015	1,958.00	
				11-000818	1011.51.505.62015	1,958.00	
			21895		BUILDING INSPECTIONS/PLAN CHECK SERVICES-8/2016 1011.51.501.62015	3,495.26	
				11-000818	1011.51.505.62015	3,495.25	
					Total :	26,004.01	
185238	10/4/2016	000844 J & G GRAPHICS	05266		PRINTING SERVICES-7/2016 1011.60.701.62025	342.91	
			05267	08-003213	PRINTING SERVICES-7/2016		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185238	10/4/2016	000844 J & G GRAPHICS	(Continued)			
				08-003213	1011.60.701.62025	436.44
					Total :	779.35
185239	10/4/2016	010078 JAIME, ALICIA	000451		REFUND-BATEMAN HALL RENTAL DEPOSIT 1011.60.33205	50.00
					Total :	50.00
185240	10/4/2016	008254 JCL BARRICADE COMPANY	87171		STREET SIGNS AND SUPPLIES-8/2016	
			87427	06-006524	2051.45.410.65020	334.74
				06-006524	STREET SIGNS AND SUPPLIES-9/2016 2051.45.410.65020	62.68
					Total :	397.42
185241	10/4/2016	005165 JIFFY LUBE	12646239		FLEET REPAIRS & MAINTENANCE-9/2016	
			12646515	06-006501	7011.45.420.63025	110.73
			12646649	06-006501	FLEET REPAIRS & MAINTENANCE-9/2016 7011.45.420.63025	78.34
				06-006501	FLEET REPAIRS & MAINTENANCE-9/2016 7011.45.420.63025	30.92
					Total :	219.99
185242	10/4/2016	003547 KANE, BALLMER & BERKMAN	22719		LEGAL FEES-7/2016	
				01-001171	1011.25.205.62001	2,897.25
					Total :	2,897.25
185243	10/4/2016	009948 KATOM RESTAURANT SUPPLY	11576091		KITCHEN EQUIPMENT FOR HAM PARK-8/2016	
				06-006439	4011.67.007.66015	12,646.35
					Total :	12,646.35
185244	10/4/2016	003331 L.A. COUNTY SHERIFF DEPT.	170347NH		GENERAL LAW ENFORCEMENT SERVICES-8/2016	
			170348NH	01-001161	1011.40.215.62015	816,653.86
				01-001162	STATE COPS PROGRAM 2501.40.225.62015	16,228.45
					Total :	832,882.31
185245	10/4/2016	000866 LEAD TECH ENVIRONMENTAL	10428		LEAD TESTING FOR HOUSING REHAB-9/2016	
				11-000796	2961.51.865.62015	740.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185245	10/4/2016	000866	000866 LEAD TECH ENVIRONMENTAL		(Continued)	Total : 740.00
185246	10/4/2016	009236	LEAK, DEITRA			
			166		BARTENDER SERVICE-8/2016	
			4289	08-003197	1011.60.740.62064	200.00
				08-003197	BARTENDER SERVICE-9/2016	
					1011.60.740.62064	200.00
					Total :	400.00
185247	10/4/2016	010048	LEGAL SHIELD			
			010048091116		EMPLOYEE CONTRIBUTION-P/E-9/11/2016	
					1011.20146	94.24
					Total :	94.24
185248	10/4/2016	001991	LEGISLATIVE ADVOCACY GROUP			
			5657		LEGISLATIVE SERVICES-9/2016	
			5660	02-001915	1011.30.275.62015	3,000.00
				02-001915	LEGISLATIVE SERVICES-7/2016	
					1011.30.275.62015	3,000.00
					Total :	6,000.00
185249	10/4/2016	001256	LINDSAY, CARLA			
			001256083016		SENIOR CENTER -YOGA INSTRUCTOR-8/2016	
				08-003198	1011.60.720.62015	406.45
					Total :	406.45
185250	10/4/2016	008480	LOPEZ AUTO SERVICE & TIRES INC			
			18439		FLEET REPAIRS & MAINTENANCE-7/2016	
			18477	06-006467	7011.45.420.63025	389.40
			18498	06-006467	FLEET REPAIRS & MAINTENANCE-8/2016	
			18922	06-006467	7011.45.420.63025	419.70
			18923	06-006467	FLEET REPAIRS & MAINTENANCE-8/2016	
			19019	06-006467	7011.45.420.63025	114.43
			19026	06-006467	FLEET REPAIRS & MAINTENANCE-7/2016	
			19028	06-006467	7011.45.420.63025	449.94
				06-006467	FLEET REPAIRS & MAINTENANCE-7/2016	
				06-006467	7011.45.420.63025	63.60
				06-006467	FLEET REPAIRS & MAINTENANCE-8/2016	
				06-006467	7011.45.420.63025	45.00
				06-006467	FLEET REPAIRS & MAINTENANCE-9/2016	
				06-006467	7011.45.420.63025	435.25
					FLEET REPAIRS & MAINTENANCE-9/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185250	10/4/2016	008480 LOPEZ AUTO SERVICE & TIRES INC	(Continued)			
			19042	06-006467	7011.45.420.63025 FLEET REPAIRS & MAINTENANCE-9/2016	430.94
			19065	06-006467	7011.45.420.63025 FLEET REPAIRS & MAINTENANCE-9/2016	384.75
			19067	06-006467	7011.45.420.63025 FLEET REPAIRS & MAINTENANCE-9/2016	50.00
			23131	06-006467	7011.45.420.63025 FLEET REPAIRS & MAINTENANCE-8/2016	90.00
			23709	06-006467	7011.45.420.63025 FLEET REPAIRS & MAINTENANCE-9/2016	206.75
			24165	06-006467	7011.45.420.63025 FLEET REPAIRS & MAINTENANCE-9/2016	61.75
			93720	06-006467	7011.45.420.63025 FLEET REPAIRS & MAINTENANCE-9/2016	150.00
				06-006467	7011.45.420.63025	35.00
					Total :	3,326.51
185251	10/4/2016	004084 LPA, INC.	74203		ARCHITECT/ HAM PARK COMMUNITY CENTER-7/2016	
			74684	06-005528	4011.67.007.62015	31,000.00
				06-005528	4011.67.007.62015 ARCHITECT/ HAM PARK COMMUNITY CENTER-8/2016	12,400.00
					Total :	43,400.00
185252	10/4/2016	000286 LYNWOOD UNIFIED SCHOOL DIST.	YOUTH/HAM /MEDINA		SFSP PROGRAM-7/2016	
				08-003217	1011.60.705.67255	22,759.35
					Total :	22,759.35
185253	10/4/2016	002761 MARCO POWER EQUIPMENT	2020302		EQUIPMENT TUNE UP AND REPAIRS-9/2016	
			2020304	06-006503	2701.45.610.63025	15.00
			2020305	06-006503	2051.45.410.63025 EQUIPMENT TUNE UP AND REPAIRS-9/2016	456.56
				06-006503	2701.45.610.63025	51.00
					Total :	522.56
185254	10/4/2016	002598 MAYFIELD BUS LINES	80316		BUS TRANSPORTATION SERVICE-8/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185254	10/4/2016	002598 MAYFIELD BUS LINES	(Continued)	08-003181	1011.60.710.67250	850.00
Total :						850.00
185255	10/4/2016	006145 METLIFE	006145103116		DENTAL PREMIUM-10/2016 7151.35.355.64012	57.87
Total :						57.87
185256	10/4/2016	005229 MISAC	300001780		MEMBERSHIP DUES-FY-2016-2017 1011.65.290.65040	160.00
Total :						160.00
185257	10/4/2016	005256 MONJARAS & WISMEYER GROUP,INC.	14163		EMPLOYEE ACCOMMODATION-5/2016	
			14357	05-001410	1011.35.335.62015	1,040.12
			14389	05-001410	EMPLOYEE ACCOMMODATION-3/10/2016-8/3/2016 1011.35.335.62015	650.00
			14391	05-001410	EMPLOYEE ACCOMMODATION-7/25/2016-8/10/2016 1011.35.335.62015	842.36
				05-001410	EMPLOYEE ACCOMMODATION-7/13/2016-8/10/2016 1011.35.335.62015	854.86
Total :						3,387.34
185258	10/4/2016	009602 MOORE, LORRAINE	009602090716	11-000797	CDBG COMMISSIONER STIPEND-9/2016 2941.51.285.60999	50.00
Total :						50.00
185259	10/4/2016	010091 MORENO, GLORIA ARACELI	91412		REFUND-PARKING CITATION 1011.51.34110	68.78
Total :						68.78
185260	10/4/2016	006134 M-TECHS	36286	12-000118	HP DESIGNJET 4500 PLOTTER SERVICE-8/2016 6051.65.290.64399	187.50
Total :						187.50
185261	10/4/2016	006289 MUNISERVICES, LLC.	0000042722	02-001916	SALES TAX AUDIT RECOVERY SERVICES-3/2016 1011.30.30145	58.84
Total :						58.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185262	10/4/2016	004170 MV TRANSPORTATION, INC	70088		MV TRANSPORTATION TRANSIT SYSTEM-7/2016	
				06-006504	2401.45.435.62015	49,469.63
			70619		MV TRANSPORTATION TRANSIT SYSTEM-8/2016	
				06-006504	2401.45.435.62015	53,972.61
					Total :	103,442.24
185263	10/4/2016	000475 NATIONWIDE ENVIRONMENTAL SVCS.	27750		SIDEWALK CLEANING SERVICES-8/2016	
				11-000778	3381.51.750.62015	2,272.87
			27828		SIDEWALK CLEANING SERVICES-9/2016	
				11-000778	3381.51.750.62015	2,300.14
					Total :	4,573.01
185264	10/4/2016	010069 NATIONWIDE RETIREMENT SOLUTION	010069091516		EMPLOYEE CONTRIBUTION-P/E-9/11/2016	
					1011.20146	2,195.00
					Total :	2,195.00
185265	10/4/2016	008842 NAVEJAS, NORMA	004289		REFUND-BATEMAN HALL RENTAL DEPOSIT	
					1011.60.33215	400.00
					Total :	400.00
185266	10/4/2016	009752 NUNEZ, ANDREW MICHAEL	009752090716		CDBG COMMISSIONER STIPEND-9/2016	
				11-000798	2941.51.285.60999	50.00
					Total :	50.00
185267	10/4/2016	000078 OFFICE DEPOT	853311584001		OFFICE SUPPLIES-7/2016	
				02-001921	1011.30.310.65020	112.54
				02-001921	1011.30.275.65020	162.78
			853697495001		OFFICE SUPPLIES-8/2016	
				02-001921	1011.30.270.65020	-162.78
			853701240001		OFFICE SUPPLIES-7/2016	
				02-001921	1011.30.270.65020	148.41
			859764869001		OFFICE SUPPLIES-8/2016	
				02-001921	1011.30.270.65015	64.16
					Total :	325.11
185268	10/4/2016	009059 OMNI APPRAISAL SERVICES	OA160926		APPRAISAL SERVICES FOR HOME REHAB-9/2016	
				11-000784	2961.51.865.62015	275.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185268	10/4/2016	009059 OMNI APPRAISAL SERVICES	(Continued) OA160928	11-000784	APPRAISAL SERVICES FOR HOME REHAB-9/2016 2961.51.865.62015	275.00 Total : 550.00
185269	10/4/2016	007429 ONESOURCE WATER, LLC	CNIV165615 CNIV195500	06-006528 06-006528	WATER COOLER RENTAL-7/2016 1011.45.415.63030 WATER COOLER RENTAL-8/2016 6051.45.450.63030	50.00 50.00 Total : 100.00
185270	10/4/2016	010090 OR MARAVILLA EDUARDO, GAMINO	76318A		REFUND-PARKING CITATION 1011.51.34105	114.00 Total : 114.00
185271	10/4/2016	005562 ORKIN PEST CONTROL	123645561	08-003185	PEST CONTROL SERVICE FOR BATEMAN HALL-9/2016 1011.60.740.64399	142.10 Total : 142.10
185272	10/4/2016	008307 PHOENIX GROUP INFORMATION SYS	0720161204 072016204 0820161204 082016204	11-000821 11-000821 11-000821 11-000821	PARKING & ADMIN CITATION PROCESSING SVCS-7/2016 1011.51.605.62015 PARKING & ADMIN CITATION PROCESSING SVCS-7/2016 1011.51.515.62015 PARKING & ADMIN CITATION PROCESSING SVCS-8/2016 1011.51.605.62015 PARKING & ADMIN CITATION PROCESSING SVCS-8/2016 1011.51.515.62015	107.69 2,971.28 138.27 3,284.45 Total : 6,501.69
185273	10/4/2016	007612 QUEEN BEACH PRINTERS, INC.	360888011 361007011 361148011	12-000117 12-000117 12-000117	PRINTING OF MONTHLY CITY NEWSLETTER-7/2016 1011.25.205.62015 PRINTING OF MONTHLY CITY NEWSLETTER-8/2016 1011.25.205.62015 PRINTING OF MONTHLY CITY NEWSLETTER-9/2016 1011.25.205.62015	3,180.00 3,180.00 3,180.00 Total : 9,540.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185274	10/4/2016	001142 QUILL CORPORATION	8162922		INK CARTRIDGES-8/2016	
				05-001411	1011.35.335.65020	377.80
					Total :	377.80
185275	10/4/2016	001142 QUILL CORPORATION	8162925		INK CARTRIDGES-8/2016	
			8163797	05-001414	1011.35.335.65020	374.96
				05-001414	INK CARTRIDGES-8/2016	
					1011.35.335.65020	31.68
					Total :	406.64
185276	10/4/2016	001057 RAMIREZ, JUAN E.	160706		TRANSLATION FOR COUNCIL MEETINGS-7/2016	
			160719	05-001412	1011.35.335.62015	1,120.00
			160802	05-001412	TRANSLATION FOR COUNCIL MEETINGS-7/2016	
					1011.35.335.62015	1,237.50
			160816	05-001412	TRANSLATION FOR COUNCIL MEETINGS-8/2016	
					1011.35.335.62015	997.50
				05-001412	TRANSLATION FOR COUNCIL MEETINGS-8/2016	
					1011.35.335.62015	1,032.50
					Total :	4,387.50
185277	10/4/2016	009571 RAMON'S LINEN	00407		LINEN RENTAL FOR BATEMAN HALL-8/2016	
				08-003218	1011.60.740.64399	140.00
					Total :	140.00
185278	10/4/2016	007435 READY REFRESH	0610031568785		WATER & COOLER RENTAL-9/2016	
				08-003167	1011.60.701.67950	72.94
					Total :	72.94
185279	10/4/2016	010103 RIOS, SONIA	000455		REFUND-BATEMAN HALL RENTAL DEPOSIT	
					1011.60.33210	50.00
					Total :	50.00
185280	10/4/2016	010097 RIVERA, NERY OSMAN	0111541		SPONSORSHIP/DONATIONS SPECIAL EVENTS	
					1011.60.33180	2,500.00
					Total :	2,500.00
185281	10/4/2016	005566 RODRIGUEZ GONZALEZ, YOLANDA	005566090716		CDBG COMMISSIONER STIPEND-9/2016	
				11-000799	2941.51.285.60999	50.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185281	10/4/2016	005566	005566 RODRIGUEZ GONZALEZ, YOLANDA (Continued)			Total : 50.00
185282	10/4/2016	003622	ROSENOW,SPEVACEK GROUP INC	1001762	NORTHGATE PROJECT SPECIAL ADVISORY-8/2016	
				11-000807	1011.26104	4,902.50
					Total :	4,902.50
185283	10/4/2016	003622	ROSENOW,SPEVACEK GROUP INC	1001486	NORTHGATE PROJECT SPECIAL ADVISORY-5/2016	
				11-000807	1011.26104	4,462.50
					NORTHGATE PROJECT SPECIAL ADVISORY-6/2016	
				11-000807	1011.26104	3,816.25
					NORTHGATE PROJECT SPECIAL ADVISORY-7/2016	
				11-000807	1011.26104	3,585.00
					Total :	11,863.75
185284	10/4/2016	008036	RUBIO'S TIRE SHOP	1432	FLEET REPAIRS & MAINTENANCE-8/2016	
				06-006468	7011.45.420.63025	15.00
					FLEET REPAIRS & MAINTENANCE-8/2016	
				06-006468	7011.45.420.63025	76.80
					FLEET REPAIRS & MAINTENANCE-9/2016	
				06-006468	7011.45.420.63025	50.00
					FLEET REPAIRS & MAINTENANCE-9/2016	
				06-006468	7011.45.420.63025	15.00
					FLEET REPAIRS & MAINTENANCE-9/2016	
				06-006468	7011.45.420.63025	15.00
					Total :	171.80
185285	10/4/2016	008745	SAN FRANCISCO LAUNDRY	32681	LAUNDRY LINEN SERVICE-8/2016	
				08-003219	1011.60.740.64399	359.23
					Total :	359.23
185286	10/4/2016	000909	SANDE EQUIPMENT CO., INC.	0267841	SUPPLIES FOR CLEANING EQUIPMENT-8/2016	
				06-006543	1011.45.615.65020	210.89
					SUPPLIES FOR CLEANING EQUIPMENT-8/2016	
				06-006543	1011.45.615.65020	77.39
					Total :	288.28
185287	10/4/2016	008281	SC FUELS	0590704-IN-A	TAXES & DELIVERY CHARGE-7/2016	
				06-006531	6051.45.450.64399	95.19

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185287	10/4/2016	008281 008281 SC FUELS	(Continued)		Total :	95.19
185288	10/4/2016	006215 SELBOR BUILDERS, INC.	4-A	11-000761	HUD ACT#938-HOME REHAB GRANT & LOAN-8/2016 2961.51.865.67235	4,418.00
			5	11-000761	HUD ACT#938-HOME REHAB GRANT & LOAN-8/2016 2961.51.865.67235	500.00
					Total :	4,918.00
185289	10/4/2016	001742 SIMMONS, JASON	001742073116	08-003220	INSANITY LIVE EXERCISE CLASS-7/2016 1011.60.740.62015	77.25
			001742083116	08-003220	INSANITY LIVE EXERCISE CLASS-8/2016 1011.60.740.62015	101.25
					Total :	178.50
185290	10/4/2016	007918 SMITH EMERY LABORATORIES	435111-5	06-006152	LAB TESTING & INSPECTIONS HAM PARK-4/2016 4011.67.007.62015	7,200.00
			435111-7	06-006152	LAB TESTING & INSPECTIONS HAM PARK-5/2016 4011.67.007.62015	8,100.00
					Total :	15,300.00
185291	10/4/2016	005397 SO CAL CONSTRUCTION SVCS.	2 OF 2 SC1542	11-000756	HUD ACT#936-HOME REHAB PROGRAM-8/2016 2961.51.865.67235	4,500.00
					Total :	4,500.00
185292	10/4/2016	010095 SOTO, MARICELA	43236		REFUND-CANCELLED TINY TOTS PROGRAM 1011.60.33220	60.00
					Total :	60.00
185293	10/4/2016	000312 SPARKLETTS	14624693090216	11-000800	WATER SERVICE & SUPPLIES-8/2016 1011.51.501.65999	12.85
				11-000800	1011.51.505.65999	12.85
				11-000800	1011.51.605.65999	12.84
					Total :	38.54
185294	10/4/2016	008956 SPCALA	2016-0831	11-000779	ANIMAL SHELTER SERVICES-8/2016 1011.51.445.62015	8,534.00
					Total :	8,534.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185295	10/4/2016	001224 STANDARD INSURANCE COMPANY	001224103116		LIFE INSURANCE PREMIUM-10/2016 7151.35.355.64012 1011.20140	590.00 2,035.00
Total :						2,625.00
185296	10/4/2016	000089 STAPLES OFFICE WAREHOUSE	3309559377		OFFICE SUPPLIES-7/2016	
				02-001922	1011.30.270.65020	104.93
				02-001922	1011.30.275.65015	61.23
				02-001922	1011.30.275.65020	104.93
				02-001922	1011.30.310.65020	104.93
				02-001922	6051.30.315.65020	149.74
			3312639977		OFFICE SUPPLIES-8/2016	
				02-001922	1011.30.310.65015	78.52
				02-001922	1011.30.270.65015	78.52
			3312639978		OFFICE SUPPLIES-8/2016	
				02-001922	1011.30.270.65015	23.97
			3314181835		OFFICE SUPPLIES-9/2016	
				06-006490	1011.45.415.65015	68.81
Total :						775.58
185297	10/4/2016	010102 STOP SIGNS AND MORE	51403		CITY PARK SIGNS-9/2016	
				08-003223	1011.60.705.65020	229.50
Total :						229.50
185298	10/4/2016	004592 SWEETWATER SOUND, INC.	14189525		POWERED MIXER/ SR CTR KARAOKE SYSTEM-8/2016	
				01-001143	1011.25.205.65020	349.99
Total :						349.99
185299	10/4/2016	002938 TAJ OFFICE SUPPLY	0037192-001		OFFICE SUPPLIES-9/2016	
				11-000809	1011.51.515.65020	137.24
Total :						137.24
185300	10/4/2016	008998 TETRA TECH, INC.	51068910		DOCUMENTS PREPARATION-CEQA-6/2016	
				06-006537	4011.67.894.62015	2,002.00
Total :						2,002.00
185301	10/4/2016	001211 THE BANK OF NEW YORK MELLON	252-1969752-A		ADMINISTRATION FEE-7/2016	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185301	10/4/2016	001211 THE BANK OF NEW YORK MELLON	(Continued)			
				10-000154	1011.20.110.62015	183.33
					Total :	183.33
185302	10/4/2016	007860 THE PUN GROUP, LLP	1600223		AUDITING SERVICES-8/2016	
				02-001927	6401.30.315.62005	2,965.00
				02-001927	6051.30.315.62005	2,965.00
				02-001927	2941.51.285.62005	372.50
				02-001927	1052.30.315.62005	2,965.00
				02-001927	2051.45.410.62005	537.50
				02-001927	1011.51.815.62005	1,852.50
				02-001927	1011.45.401.62005	5,355.00
				02-001927	1011.30.270.62005	7,615.00
					Total :	24,627.50
185303	10/4/2016	006066 THE SHERWIN WILLIAMS CO.	0029-1		PAINT FOR GRAFFITI REMOVAL-9/2016	
			0037-4	06-006532	1011.45.615.65020	40.56
			0282-6	06-006532	1011.45.615.65020	479.16
			0314-7	06-006532	1011.45.615.65020	95.69
			0426-9	06-006532	1011.45.615.65020	479.16
			8404-8	06-006532	1011.45.615.65020	479.15
			8439-4	06-006532	1011.45.615.65020	481.35
			8512-8	06-006532	1011.45.615.65020	479.16
			9177-9	06-006532	1011.45.615.65020	479.16
			9235-5	06-006532	1011.45.615.65020	479.16
			9296-7	06-006532	1011.45.615.65020	479.16

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185303	10/4/2016	006066	006066 THE SHERWIN WILLIAMS CO.		(Continued)	Total : 4,450.87
185304	10/4/2016	010066	TRI-WEST MECHANICAL, INC.	TWM8108	HVAC REPAIR LEAK-BATEMAN HALL-8/2016	
				06-006544	1011.45.415.63025	1,145.00
					Total :	1,145.00
185305	10/4/2016	000166	UNDERGROUND SERVICE ALERT/SC	720160415	UNDERGROUND SERVICE ALERTS-8/2016	
				06-006491	6051.45.450.64399	237.00
					Total :	237.00
185306	10/4/2016	009742	UNIFIRST CORPORATION	3241828112	UNIFORM SERVICE-8/2016	
				06-006492	2051.45.430.60040	14.06
					3241828113	UNIFORM SERVICE-8/2016
				06-006492	6051.45.450.60040	28.65
					3241828114	UNIFORM SERVICE-8/2016
				06-006492	1011.45.415.64399	30.46
					3241828115	UNIFORM SERVICE-8/2016
				06-006492	2701.45.610.60040	48.63
					3241828116	UNIFORM SERVICE-8/2016
				06-006492	2051.45.410.60040	37.80
					3241828117	UNIFORM SERVICE-8/2016
				06-006492	1011.45.415.64399	41.82
					3241830738	UNIFORM SERVICE-9/2016
				06-006492	6051.45.450.60040	56.38
					3241830739	UNIFORM SERVICE-9/2016
				06-006492	1011.45.415.60040	30.46
					3241830740	UNIFORM SERVICE-9/2016
				06-006492	2701.45.610.60040	48.63
					3241830741	UNIFORM SERVICE-9/2016
				06-006492	2051.45.410.60040	37.80
					3241830742	UNIFORM SERVICE-9/2016
				06-006492	1011.45.415.64399	41.82
					3241833348	UNIFORM SERVICE-9/2016
				06-006492	2051.45.410.60040	9.14
					3241833349	UNIFORM SERVICE-9/2016
				06-006492	6051.45.450.60040	28.65
					3241833350	UNIFORM SERVICE-9/2016

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185306	10/4/2016	009742 UNIFIRST CORPORATION	(Continued)			
			3241833351	06-006492	1011.45.415.60040 UNIFORM SERVICE-9/2016	30.46
			3241833352	06-006492	2701.45.610.60040 UNIFORM SERVICE-9/2016	48.63
			3241833353	06-006492	2051.45.410.60040 UNIFORM SERVICE-9/2016	37.80
			3241835946	06-006492	1011.45.415.64399 UNIFORM SERVICE-9/2016	41.82
			3241835947	06-006492	2051.45.430.60040 UNIFORM SERVICE-9/2016	9.14
			3241835948	06-006492	6051.45.450.60040 UNIFORM SERVICE-9/2016	56.38
			3241835949	06-006492	1011.45.415.60040 UNIFORM SERVICE-9/2016	30.46
			3241835950	06-006492	2701.45.610.60040 UNIFORM SERVICE-9/2016	48.63
			3241835951	06-006492	2051.45.410.60040 UNIFORM SERVICE-9/2016	37.80
			6241830737	06-006492	1011.45.415.64399 UNIFORM SERVICE-9/2016	41.82
				06-006492	2051.45.430.60040	14.06
					Total :	851.30
185307	10/4/2016	010096 VERENGO SOLAR PLUS	006543		REFUND-CANCELLED BUILDING PERMIT 1011.51.31110	233.69
					Total :	233.69
185308	10/4/2016	004013 WALTERS WHOLESALE ELECTRIC CO	S106158427.001	06-006534	ELECTRICAL SUPPLIES-8/2016 1011.45.415.65020	105.62
					Total :	105.62
185309	10/4/2016	002912 WATERLINE TECHNOLOGIES,INC	5352052	06-006495	SODIUM HYPOCHLORINE SOLUTION-9/2016 6051.45.450.65020	32.05
			5352365	06-006495	SODIUM HYPOCHLORINE SOLUTION-9/2016 6051.45.450.65020	182.66
			5352373		SODIUM HYPOCHLORINE SOLUTION-9/2016	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
185309	10/4/2016	002912 WATERLINE TECHNOLOGIES,INC	(Continued)				
			5353155	06-006495	6051.45.450.65020 SODIUM HYPOCHLORINE SOLUTION-9/2015	217.91	
			5353158	06-006495	6051.45.450.65020 SODIUM HYPOCHLORINE SOLUTION-9/2016	160.23	
			5353159	06-006495	6051.45.450.65020 SODIUM HYPOCHLORINE SOLUTION-9/2015	208.30	
			5353160	06-006495	6051.45.450.65020 SODIUM HYPOCHLORINE SOLUTION-9/2016	192.28	
			5353161	06-006495	6051.45.450.65020 SODIUM HYPOCHLORINE SOLUTION-9/2016	552.79	
				06-006495	6051.45.450.65020	208.30	
					Total :	1,754.52	
185310	10/4/2016	008846 YANEZ, JACQUELINE	004209		BARTENDER SERVICE-7/2016		
			173	08-003214	1011.60.740.62064 BARTENDER SERVICE-7/2016	225.00	
			4265	08-003214	1011.60.740.62064 BARTENDER SERVICE-8/2016	200.00	
			4290	08-003214	1011.60.740.62064 BARTENDER SERVICE-9/2016	275.00	
				08-003214	1011.60.740.62064	250.00	
					Total :	950.00	
140 Vouchers for bank code : apbank						Bank total :	2,084,525.27
140 Vouchers in this report						Total vouchers :	2,084,525.27

Check List
City of Lynwood

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185311	10/4/2016	002452 AMERICAN LANGUAGE SVCS.	44645		NOTICE TRANSLATION-5/2016	
				02-001923	1052.45.440.62015	151.80
					Total :	151.80
185312	10/4/2016	000012 AQUA METRIC SALES CO.	0062164-IN		HAND HELD DEVICE FOR METER READING-6/2016	
				06-006384	6051.45.450.65020	545.00
					Total :	545.00
185313	10/4/2016	001692 CARSON TRAILER INC.	00280056		TRAILER-TO CARRY TRAFFIC CONTROL SUPPLIES-6/2016	
				06-006367	6051.45.450.65020	2,224.59
					Total :	2,224.59
185314	10/4/2016	009813 CIVIL SOURCE, INC.	1096-0596-4		ENGINEERING DESIGN SVCS-ST.IMPROV.PROJ-6/2016	
				06-006252	4011.68.026.62015	5,280.00
					Total :	5,280.00
185315	10/4/2016	001393 FERGUSON ENTERPRISES, INC.	3227975		OPERATING SUPPLIES-4/2016	
			3237438	06-005997	1011.45.415.65020	491.11
			3278071	06-005997	1011.45.415.65020	116.35
			3310199	06-005997	1011.45.415.65020	160.19
				06-005997	1011.45.415.65020	451.71
					Total :	1,219.36
185316	10/4/2016	000993 GRM INFORMATION MANAGEMENT	0276781		OFF-SITE RECORDS STORAGE-11/2015	
			0278148-161;0278161	01-001173	1011.25.205.62015	35.00
			0284117-0284130	01-001173	1011.25.205.62015	646.69
				01-001173	1011.25.205.62015	876.96
					Total :	1,558.65
185317	10/4/2016	000450 LIEBERT CASSIDY WHITMORE	1416326		PERSONNEL MATTER-1/2016	
				05-001409	1011.35.330.62015	228.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185317	10/4/2016	000450	000450 LIEBERT CASSIDY WHITMORE		(Continued)	Total : 228.00
185318	10/4/2016	000279	MEDICAL GROUP,INC., OCCUPATIONAL	000279072216	PRE-EMPLOYMENT PHYSICALS-6/2016	
				06-006007	1011.35.335.62015	470.00
					Total :	470.00
185319	10/4/2016	000279	MEDICAL GROUP,INC., OCCUPATIONAL	000279072216-A	PRE-EMPLOYMENT PHYSICAL-6/2016	
				05-001404	1011.35.335.62015	10.00
					Total :	10.00
185320	10/4/2016	005588	PLUMBERS DEPOT, INC	PD-31603	REPAIR SEWER TRUCK-6/2016	
				06-005897	6401.45.460.63025	961.94
					Total :	961.94
185321	10/4/2016	000167	PRESS TELEGRAM	0010816767	ADVERTISEMENT- PUBLIC HEARING-6/2016	
				06-006430	4011.67.011.62025	517.35
					Total :	517.35
185322	10/4/2016	000154	PRINTCO DIRECT	5034	PRINTS & DECALS-1/2016	
				06-006056	7011.45.420.65020	490.50
					Total :	490.50
185323	10/4/2016	009297	SIGN CREBTIONS	2286	SEASONAL POLE BANNER FOR BATEMAN HALL-6/2016	
				08-003152	1011.60.740.62025	370.60
					Total :	370.60
185324	10/4/2016	008890	TAFOYA AND GARCIA, LLP	2016.0501	LEGAL FEES-5/2016	
				02-001847	1011.30.265.62007	455.00
				2016.0502	LEGAL FEES-5/2016	
				02-001847	1011.30.265.62003	9,467.50
				2016.0504	LEGAL FEES-5/2016	
				06-006170	1052.45.440.62001	1,452.50
				2016.0506	LEGAL FEES-5/2016	
				02-001847	1011.30.265.62009	3,727.50
				2016.0508	LEGAL FEES-5/2016	
				02-001847	1011.30.265.62011	3,045.00
				2016.0509	LEGAL FEES-5/2016	
				02-001847	1011.30.265.62008	105.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185324	10/4/2016	008890 TAFOYA AND GARCIA, LLP	(Continued) 2016.0521		LEGAL FEES-5/2016 1011.30.265.62011	294.00
				02-001847		Total : 18,546.50
185325	10/4/2016	002938 TAJ OFFICE SUPPLY	0035799-001-A		OFFICE SUPPLIES-5/2016 1011.55.601.65020	230.89
			0036638-001	07-000721	OFFICE SUPPLIES-2/2016 1011.55.515.65015	17.43
			0036732-001	07-000723	OFFICE SUPPLIES-3/2016 1011.55.515.65015	35.51
						Total : 283.83
185326	10/4/2016	001211 THE BANK OF NEW YORK MELLON	252-1969752		ADMINISTRATIVE FEE-5/2016-6/2016 1011.20.110.62015	366.67
				10-000146		Total : 366.67
185327	10/4/2016	009422 MENDEZ, SALVADOR	009422052416		REIMB-TRAVEL EXPENSE-PARKING 1052.45.440.64015	18.00
			009422053116		REIMB-REGISTRATION FEE-2016 ADWA 6051.45.450.64015	165.00
						Total : 183.00
17 Vouchers for bank code : apbank						Bank total : 33,407.79
17 Vouchers in this report						Total vouchers : 33,407.79

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
185328	10/4/2016	008657 WASTE RESOURCES, INC.	008657073116		RESIDENTIAL REFUSE COLLECTION-7/2016	
				06-006539	1052.45.440.62015	162,804.26
				06-006539	1052.30.30152	-24,420.64
				06-006539	1052.45.33420	-11,396.30
			008657083116		RESIDENTIAL REFUSE COLLECTION-8/2016	
				06-006539	1052.45.440.62015	186,745.64
				06-006539	1052.30.30152	-28,011.85
				06-006539	1052.45.33420	-13,072.19
					Total :	272,648.92

1 Vouchers for bank code : apbank

Bank total : 272,648.92

1 Vouchers in this report

Total vouchers : 272,648.92



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Raul Godínez II, P.E., Director of Public Works/City Engineer *RG*
Lorry Hempe, Public Works Special Projects Manager

SUBJECT: Approval of an Agreement with Avant Garde to Provide a Labor Compliance Services Program for the City Hall Annex (67.011)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN AGREEMENT BETWEEN THE CITY AND AVANT GARDE TO PROVIDE LABOR COMPLIANCE SERVICES PROGRAM (67.011)."

Background:

On August 30, 2016, staff issued a Request for Proposal (RFP) from qualified firms to provide labor compliance program services for the construction of the City Hall Annex. On September 19, 2016, the City Clerk received seven (7) proposals from qualified firms to provide labor compliance program services.

Discussion & Analysis:

Anyone working on a Public Works project must be paid prevailing wages as determined by the State Department of Industrial Relations. Labor Code section 1720 has a full definition of Public Works. The City Hall Annex construction is considered a Public Works project, therefore, subject to prevailing wages.

The City Hall Annex construction will involve participation by a general contractor, various subcontractors and other specialty contractors. Assistance is needed to monitor compliance with the State prevailing wage laws.



The RFP was posted on the City's website and advertised in the Lynwood Press. Seven (7) proposals were received by the City Clerk's Office. The following table lists the proposers and their price.

Firm	Cost
Perceptive Enterprises	\$ 21,440
Avant Garde	\$ 42,000
Hill	\$ 44,460
Contractor Compliance and Monitoring	\$ 39,000
Lee Andrews	\$ 107,800
LAV Consulting & Engineering	\$ 273,600
Kroll	\$ 273,600

Staff shortlisted Perceptive Enterprises, Inc. (Perceptive) and Avant Garde based on their qualifications and pricing. Contractor Compliance and Monitoring, although providing a lower price than Avant Garde, did not specify the projects that they have worked on and the reference received for Contractor Compliance and Monitoring was not as strong as the ones received for Perceptive or Avant Garde.

Perceptive and Avant Garde received good feedback from their references. Both firms provided experience in labor compliance working with public agencies. Although Perceptive provided a lower price than Avant Garde, the hours that Perceptive Enterprises will provide is much lower than Avant Garde, 264 hours compared to 525 hours from Avant Garde. Erickson-Hall also reviewed the firms' proposals, and recommended Avant Garde.

Staff is requesting that the City Council award a contract to Avant Garde. Avant Garde will provide labor compliance program services which include, but are not limited to, the following tasks: monitoring project compliance with payment of prevailing wage rates; ensure submittal of payroll records; conduct field interviews to confirm worker classifications and wage rates conform to the State requirements; reconcile reported wages with supporting documents; monitor submittal of training fund contribution reports; conduct audits; and investigate violations.

Inasmuch as staff wants to control the budget and minimize risk, there may be delays on this project that will impact the cost of this work as well as significant investigations that may be required. To provide a reliable budget for labor compliance, staff recommends to add an additional \$5,000 for contingency.

Staff has already issued a Notice to Proceed to Tobo Construction Inc. (Tobo) on September 22, 2016. Tobo has 10 calendar days to commence work. Staff also requests for the City Council to authorize Avant Garde to commence work while

the contract is being executed to ensure that the contractors and subcontractors are provided training on labor compliance well before work is commenced.

Fiscal Impact:

This work is already included in the project budget, and therefore no additional appropriation is needed. On September 6, 2016 the City Council authorized the City Manager to approve project expenditures up to the available contingency.

Coordinated With:

Finance & Administration
City Attorney

RESOLUTION. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING AN AGREEMENT BETWEEN THE CITY AND AVANT GARDE TO PROVIDE LABOR COMPLIANCE SERVICES PROGRAM (67.011)

WHEREAS, on August 30, 2016, staff released a Request for Proposals (RFP) from qualified firms to provide labor compliance program services for the construction of the City Hall Annex; and

WHEREAS, the RFP was advertised and the City Clerk's Office received seven (7) proposals; and

WHEREAS, Avant Garde was determined to be qualified; providing competitive pricing and the best value for the services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:

Section 1. That the City Council approves an award of contract to Avant Garde for the price of \$42,000 to provide labor compliance program services for the construction of the City Hall Annex and to allow for an additional contingency amount of \$5,000.

Section 2. That the City Council authorize the Mayor to execute the Agreement in a form approved by the City Attorney attached hereto as Exhibit A.

Section 3. That the City Council authorizes the City Manager to approve up to 10% of the contract price for additional services.

Section 4. That the City Council authorizes for Avant Garde to start work while the agreement is being executed to ensure that contractors and subcontractors are properly trained on labor compliance prior to work being commenced.

Section 5. That this Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 4th day of October, 2016.

Edwin Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

Raul Godínez II, P.E.
Director of Public Works /City Engineer

**CITY OF LYNWOOD, CALIFORNIA
PROFESSIONAL SERVICES AGREEMENT**

This agreement ("Agreement") is made as of October 4, 2016 by and between the City of Lynwood, a California municipal corporation ("City"), and Avant- Garde, a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to provide Labor Compliance Program Services to City as set forth in the attached Exhibit A, for the construction of the City Hall Annex Center ("Project"); and,

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise its principals and employees.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by the Consultant are as described in Exhibit A1 and Exhibit A2.

B. Time of Performance. Consultant shall develop a Work Plan jointly with the City and the Project Architect upon receipt of the Notice to Proceed. The Work Plan shall set the Performance Schedule for the construction of the Project, adjusted for actual start dates.

2. Term of Agreement. This Agreement shall be for a term of twelve (12) months, commencing on the issuance of the Notice to Proceed as issued by the Director of Public Works/City Engineer, (the "Commencement Date") and terminating twelve (12) months thereafter, (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement. On or before thirty (30) days prior to the Termination Date Consultant and City shall meet to discuss this Agreement and its possible extension and or modification. In the event Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed six (6) months following the Termination Date. The month-to-month extension shall not increase the not-to-exceed amount under Section 3, Compensation and Payment. The City Manager may approve additional fees on a time and materials basis. If the Parties execute no new agreement by the end of the six-month period following the Termination Date, this Agreement shall terminate at the end of such six-month period.

1. Compensation and Payments

A. Compensation. City agrees to compensate Consultant for services rendered in an amount not to exceed FORTY SEVEN THOUSAND DOLLARS (\$47,000). All services and deliverables within the scope of work as defined in the **Exhibit A1 and Exhibit A2** shall be compensated on the following basis:

- a. Three Thousand Two Hundred Thirty One Dollars (\$3,231) fixed fee per month.
- b. This Agreement shall not contain any reimbursable.
- c. The not to exceed amount above includes FIVE THOUSAND DOLLARS (\$5,000) in contingency to be used as directed and approved by the City Manager for unforeseen conditions, delay in the work schedule or supplemental work, etc..

B. Payments. The Consultant shall submit to the City for approval monthly applications for payment for basic and additional services, and reimbursable expenses, if any, with reasonable supporting detail. Payments for basic services shall not exceed Three Thousand Two Hundred Thirty One Dollars (\$3,231) per month. Payment shall be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

C. The Consultant shall be compensated for additional services beyond the scope of services specified in **Exhibit A1 and Exhibit A2**, which are requested and approved by the City, based on the hourly rates specified in **Exhibit A-3** (Consultant Hourly Rates). The City Manager is authorized to approve up to ten percent (10%) for additional work.

4. **General Terms and Conditions**. The General Terms and Conditions set forth Exhibit B are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. **Addresses.**

City

City of Lynwood

11330 Bullis Road

Lynwood, CA 90262

Attn: Director of Public Works/ City Engineer

Phone: 310-603-0220

Consultant

Avant-Garde

3670 W. Temple Avenue, Suite 278

Pomona, CA 91768

Attn: Ana Maria Lenoue, President

Phone: 909-979-6588

6. **Exhibits.** All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A-1 City of Lynwood Request for Proposals To Provide Labor Compliance Program Services for the City Hall Annex Construction Project

Exhibit A-2 September 19, 2016 Proposal from Avant-Garde

Exhibit A-3 Avant-Garde Price Proposal

Exhibit B- General Terms and Conditions (Seven (7) pages).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

CITY OF LYNWOOD, CALIFORNIA

By: _____ Date _____
Edwin Hernandez
Mayor

ATTEST:

By: _____ Date _____
Maria Quinonez
City Clerk

APPROVED AS TO FORM:

By: _____ Date _____
David A. Garcia, City Attorney

**CONSULTANT
AVANT-GARDE**

By: _____ Date _____
Ana Marie LeNoue
President

**Exhibit A-1 City of Lynwood Request for Proposals To Provide Labor Compliance
Program Services for the City Hall Annex Construction Project**



**REQUEST FOR PROPOSALS
TO PROVIDE LABOR COMPLIANCE PROGRAM SERVICES
FOR THE CITY HALL ANNEX CONSTRUCTION PROJECT**

The City of Lynwood, California is seeking proposals from qualified firms to provide labor compliance program services for the City Hall Annex Construction.

Proposals will be accepted until **September 19, 2016 at 3:00pm**. Proposals received after the submittal time will be rejected and returned unopened to the sender. Proposals are to be delivered to the following address:

Maria Quinonez, City Clerk
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

Each proposer shall provide three (3) hard copies of their proposal and one digital copy (in cd or thumb drive) in a sealed envelope titled "RFP for Labor Compliance Program Services".

Proposers shall be responsible for visiting the City's website at www.lynwood.ca.us, select City Services, click on Bids and RFPs, and open the City Hall Annex –Labor Compliance solicitation notice to receive the latest communications relating to this RFP, bulletins, and or/addenda. You may also open the following link: <http://gov.findrfp.com/gov/List.aspx?id=73291>.

Inquiries regarding this RFP should be directed to: Lorry Hempe, Public Works Special Projects Manager via email at lhempe@lynwood.ca.us

A handwritten signature in black ink, appearing to read "Raul Godínez II", written over a horizontal line.

Approved By
Raul Godínez II, P. E.
Director of Public Works/City Engineer

Issue Date: August 30, 2016

A. INTRODUCTION

The City of Lynwood ("City") is located in Los Angeles County, California. It is 4.89 square miles with an estimated population of 73,000. The City was incorporated in 1921 and operates as a Council/Manager form of government.

The City plans to construct the City Hall Annex building with parking lot in the City of Lynwood ("Project"). This site, located at the southeast corner of Harriet Tubman Way and Bullis Road, is currently vacant. Most of the site will be covered by the 11,002 SF proposed building. Landscape areas and small parking lot are also included in the construction. City Hall Annex, once constructed, will house a Council Chamber and Administrative offices.

The construction of the project has gone out to bid. It is anticipated that the construction contract will be awarded in September 2016.

B. PROJECT LOCATION

Project site is adjacent to City Hall located at 11330 Bullis Road, Lynwood, CA at the corner of Harriet Tubman Way and Bullis Road.

C. SCOPE OF SERVICES

The scope of services below is not intended, nor implied, to be all inclusive. Should additional services be required by the City, the Proposer is responsible to remain current and educated on labor compliance and alert the City on revised or obsolete practices to meet state labor compliance laws.

Firm shall provide labor compliance reporting, documentation, oversight and enforcement during the duration of construction and provide assistance to close out any pending issues with the State Department of Industrial Relations (DIR) or with the State Labor Commissioner. Specific labor compliance and monitoring services, although not all-inclusive, to be performed include:

- 1) Schedule and conduct preconstruction meetings with City, contractor and subcontractors to go over labor compliance regulations.
- 2) Prepare necessary documentation to be distributed at preconstruction meeting (i.e. current wage determination, labor posters, agenda, forms etc.)
- 3) Determine appropriate wage determinations and trade classifications for the project.
- 4) Receive, review, and maintain Certified Payroll records and related documents to assure compliance with prevailing wage laws.

- 5) Attempt to identify potential labor compliance claim issues before they arise and investigate probable violations and complaints of underpayment.
- 6) Verify the registration of apprentices in the craft or trade being performed.
- 7) Require proof of payment from employer of training fund contributions.
- 8) Conduct job site inspections and interview workers for labor compliance.
- 9) Provide bi-monthly reports on the status of each project and recommend retention for delinquent and/or inadequate certified payroll records.
- 10) Assist City, contractor and subcontractors with the completion of required labor compliance documentation and wage determinations.
- 11) Interact with the DIR and submit Request for Forfeiture and other reports to DIR.
- 12) File annual reports with the DIR as necessary.

D. CONSTRUCTION DOCUMENTS

Construction documents are available through the City's website. Click on City Services and select RFPs/Bids or open the following link:

<http://gov.findrfp.com/gov/List.aspx?id=73291>

E. SB 854

In accordance with SB 854, the Contractor and each of its subcontractors shall maintain a valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

F. ADDENDUM AND BULLETINS

Proposers shall be responsible for visiting the City's website at www.lynwood.ca.us, select City Services, click on Bids and RFPs, and open the City Hall Annex solicitation notice to receive the latest communications relating to this RFP, bulletins, addenda. You may also open the following link: <http://gov.findrfp.com/gov/List.aspx?id=73291>.

G. INTREPRETATIONS

All questions about the meaning or intent of this RFP shall be in writing e-mailed to Lorry Hempe at lhempe@lynwood.ca.us.

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of Addenda posted on the City's website at <http://gov.findrfp.com/gov/List.aspx?id=73291> .

Questions received less than five (5) days prior to the date of opening the proposals may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

H. SUBMITTAL OF PROPOSALS

The Proposals shall be delivered by the time and to the place stipulated in the RFP. It is the Proposer's sole responsibility to see that its Proposal is received in proper time. Proposals will not be accepted after the appointed time for opening of proposals, no matter what the reason.

Proposers are encouraged to submit their contact information, name, email address, and phone number to lhempe@lynwood.ca.us to receive the latest communications on this RFP.

1. Submittal

Each proposer shall provide three (3) hard copies of their proposal and one digital copy (in cd or thumb drive) in a sealed envelope titled "RFP for Labor Compliance Program Services".

2. Proposal Format and Content

The following information is to be submitted as part of the proposal. The proposal is to be organized as follows:

a) Statement of Qualifications

Proposer's Statement of Qualifications (SOQ) should clearly and accurately demonstrate the specialized knowledge and experience required for the services under consideration. In your SOQ, include the following:

- Cover Letter: A signature by a principal or officer having the authority to negotiate and contractually bind and extend the terms of the written proposals is required. The letter shall include the name of the firm, firm address, telephone number, and email address. The letter shall identify the principal contact for the proposal and affirm that the accompanying proposal is valid for a term of 90 days. A statement shall be included "that this RFP shall be incorporated in its entirety as a part of the proposal."

- Description of Firm: Provide a brief profile of your firm, principals of the firm, and any key sub-consultants, including type of legal entity (i.e. corporation), date firm established, location of office that will perform the work and basic services provided by the firm.
- Project Experience: Provide project profiles for at least three (3) public sector building projects similar to this Project scale and scope. Include the project owner's information.
- Qualifications of Personnel- Provide evidence that the firm's personnel and team members have expertise on labor compliance.
- References- Provide three (3) references that received similar services from your firm. The City reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - Client name, phone number, e-mail and organization.
 - Type of service provided

b) Price Proposal

- Rate Schedule

Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal. Finalist's fee structure may be subject to negotiation.

- Not to Exceed Price Proposal

Provide a "Not to Exceed Price" proposal to provide services for the duration of the construction, file annual report to the State DIR, and to close out any pending issues with the DIR as it relates to the project.

Indicate the monthly billing based on the "Not to Exceed Price".

Finalist's "Not to Exceed Price" proposal may be subject to negotiation.

c) Additional Statements

Proposer shall add the following written statements in their Proposal:

- Proposer shall adhere to all federal laws, state, and local laws and regulations.
- Proposer shall allow authorized federal, state, county, and the City's official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to the Project. All relevant records shall be retained for at least three years.
- Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
- Proposer shall comply with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.
- Affirm your firm's ability to execute the City's Professional Services Agreement (Appendix B) for the Project. Identify any conditions or terms of the Agreement with which the firm does not agree, including terms which the firm wishes to negotiate. Provide any proposed substitute language.
- Affirm your firm's receipt of all addenda issued on this RFP. Lists all addenda.

I. PROPOSAL DUE DATE

Proposals will be accepted until **September 19, 2016 at 3:00pm**. Proposals received after the submittal time will be rejected and returned unopened to the sender. Proposals are to be delivered to the following address:

Maria Quinonez, City Clerk
City Clerk's Office
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

J. CRITERIA FOR EVALUATION

The City reserve the right to investigate and rely upon information from other available sources in addition to any documents of information submitted by the firm responding to this RFP.

The City may interview all, some or none of the Proposers prior to selection.

City staff will review the proposals based on the following criteria and provide a recommendation to the Director of Public Works/City Engineer:

- Strength of the Statement of Qualifications
- References
- Price

The City reserves the right to request financial information from the firm. Any financial information requested will be held in confidence and used only in evaluating the financial strength of the firm and ability to perform all services requested.

City staff may meet with one or more firms and negotiate a final price.

The City reserves the right to reject any or all proposals at its sole discretion. The authorization for contract award for this Project will be upon approval of the Lynwood City Council.

K. ADDENDA

It shall be the responsibility of the firm to check the City's website to determine if any addendum has been posted to the website prior to the proposal opening date. The City's website address is www.lynwood.ca.us Click on "City Services", and then select "Bids and RFPs".

L. GENERAL INFORMATION

City's Reservation of Rights: The City reserves the right to divide the scope of services into multiple parts, to reject any and all proposals and re-solicit for new proposals, waive irregularities or minor errors in a proposal, or reject any and all proposals and temporarily or permanently abandon the project. The City further reserves the right to negotiate different prices, rates and terms than those offered by any firm. City makes no representations, written or oral; that it will enter into any form of agreement with any firm for any project and no such representations is intended or should be constructed by the issuance of this RFP.

Acceptance of Evaluation Methodology: By submitting its proposal in response to this RFP, firm accepts the City's quality based criteria and evaluation process, and acknowledges and accepts that determination will require subjective judgments by the City.

No Reimbursement for Costs: Firm acknowledges and accepts that any costs incurred from the respondent's participation in this RFP process shall be at the sole risk and responsibility of the respondent.

Waiver of Claims: Firm, in submitting a proposal, is deemed to have waived any claims for damages by reason of the selection of another proposal and/or the rejection of its proposal.

Exceptions to RFP: Firms are required to clearly delineate in their proposal any exceptions to the requirements in this RFP.

Conflicts of Interest/Gifts: Firms shall disclose any financial, business or other relationship with the City or any member of the City staff and shall list all current clients who may have a financial interest in the outcome of the project. Additionally, by submitting a proposal, firm warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the firm, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, wither in whole or in part. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.

The firm further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair completion or constitutes a conflict of interest with respect to a contract with the City. Prior to the award of any contract, the potential firm may be required to certify in writing to the City that no relationship exists between the firm and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City.

Ethics in Public Contracting: Each firm, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the firm certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other Respondents in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

No More than One Proposal: More than one proposal from an individual, firm, partnerships, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a Respondent has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the Respondent is believed to have interest.

Legal Responsibilities: All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. By submitting a proposals, each Respondent certifies that it will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection another laws and regulations applicable to contracts utilizing Federal funds.

Business and Professional Licenses and Permits: Possession of a City Business License is not required to submit a proposal in response this RFP. However, the successful Respondent shall be required to possess, at his/her expense, a valid and current City Business License, prior to commencing work. For additional information, contact the City Business Division at (310)603-0220.

Professional License: The successful Respondent is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California. The Respondent shall further be required to obtain and maintain as his/her own expense, any and all permits, licenses and certifications, used by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this RFP.

No Assignment: No assignment by the successful Respondent of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to, and bind the party or parties to whom such work is assigned, sublet or transferred.

M. QUESTIONS REGARDING THIS RFP:

All questions pertaining to this RFP must be provided in writing by via email and received no later five (5) days prior to the deadline:

Lorry Hempe, Public Works Special Projects Manager
lhemp@lynwood.ca.us

Exhibit A-2 September 19, 2016 Proposal from Avant-Garde



AVANT
GARDE

City of Lynwood
Labor Compliance Program Services

September 19, 2016

AVANT GARDE

Grants
Compliance
Funding Management
Community Outreach

September 19, 2016

City of Lynwood
Maria Quinonez, City Clerk
11330 Bullis Road
Lynwood, CA 90262

Subject: REQUEST FOR PROPOSAL – Labor Compliance Program Services for the City Hall Annex Construction Project

It is with great pleasure that AVANT-GARDE submit its proposal to provide Labor Compliance Program Services for the City Hall Annex Construction Project.

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies including the City of Lynwood. We have a successful track record with several municipalities, including your City and the Cities of Temple City, Industry, La Mirada, Cudahy, Montebello, La Puente, Pico Rivera, Hawaiian Gardens, Bell Gardens, Pasadena, Maywood, Perris, Moreno Valley and METRO. In total, Avant-Garde has provided labor compliance services on a variety of construction projects valued over \$159 Million in the region.

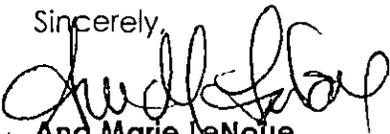
Avant-Garde was incorporated in September 2002 and our corporate office from which services will be provided is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. Avant-Garde is a 100% woman-owned California Corporation. Furthermore, Avant-Garde is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).

Most agencies we serve have a long standing relationship with us and trust our Team to provide these services on upcoming construction projects. We are proud of our accomplishments throughout the Region, as well as Los Angeles and Riverside Counties. We present the Cities of La Mirada, Montebello, Bell Gardens and Los Angeles METRO as our client references for this proposal.

Avant-Garde acknowledges that this RFP will be incorporated in its entirety as a part of the proposal. This proposal will be valid for 90 days. Please contact Lissette Calleros, Vice President of AVANT-GARDE at (909) 979-6587 or email lcalleros@agi.com.co if there are any questions or concerns during the proposal evaluation.

Thank you very much for the opportunity to provide you with a proposal. We look forward to working with you and your staff.

Sincerely,



And Marie LeNoue
President

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SECTION I. FIRM QUALIFICATIONS

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies. We have a successful track record with several municipalities, including the Cities of Pasadena, Industry, Temple City, La Mirada, Pico Rivera, Montebello, La Puente, Alhambra, Hawaiian Gardens, Bell Gardens, Maywood, Perris, Moreno Valley, Bellflower, and METRO. We offer the talents of some of the most skilled compliance managers, grant writers, and fund administrators in the industry, providing clients with innovative and cost-effective solutions on a wide variety of projects.

Our years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. We are proud of our strong reputation in meeting aggressive schedules and our ability to multi-task to provide our clients specialized attention and service. Services offered by our firm include:

- Grant Writing and Administration
- Program Management
- Funding Administration
- Compliance Management including Labor Compliance
- Construction Coordination (Bid development, analysis, etc.)
- Community Outreach

Avant-Garde was incorporated in September 2002 and our corporate office from which services will be provided is located at 3670 W. Temple Avenue, Suite 278, Pomona, CA 91768. Avant-Garde is a 100% woman-owned California Corporation. Furthermore, Avant-Garde is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. (MBE, WBE, DBE, SBE).

The professional staff of Avant-Garde, led by firm principals Ana Marie LeNoue and Lissette Calleros, well understands the many ways that a single project may affect the entire organization as well as its desired growth and development. We use and leverage this information by looking at every angle of a program and/or project to determine the overall impact and how best to provide services that produce optimum results. With our team of experts in program management, grant writing and funding identification and

administration, Avant-Garde is committed to developing a working relationship that becomes a seamless extension of the City's staff. We have extensive experience in serving both major urban cities and small suburban municipalities with our success achieved through close attention to detail, emphasis on meeting the particular needs of each client and prompt delivery of products, studies and services.

Avant-Garde has intimate knowledge of the City of Lynwood's processes and administrative policies due to the program management, funding administration, and labor compliance services we have provided the City since 2007. Our understanding of the City of Lynwood makes Avant-Garde uniquely qualified to perform the scope of work as outlined in the Request for Proposals. Our knowledge and experience with the City will ensure the Avant-Garde team will quickly integrate into the City's current program efforts and will not require excess time to learn the City's current practices. Currently, Avant-Garde is assisting with the implementation of the City's Community Development (Housing) services which includes the administration and implementation of the Housing Rehabilitation Program, implementation of a variety of housing related tasks, project management services as assigned by the Community Development Director, and support for miscellaneous Community Development activities. Avant-Garde has also just recently begun providing funding administration and labor compliance services on the City's Long Beach Boulevard Project. Our tasks include: preparation of project award submittal to Caltrans; processing reimbursement requests; coordination with project staff and Caltrans; preparation of project close-out submittal to Caltrans; attending pre-construction meeting to discuss federal prevailing wage requirements and postings; set up and maintain Labor Standard Enforcement Files for primes and subcontractors; review contractor's compliance with all state and federal required postings; conduct employee field interviews; reconcile weekly certified payroll reports and supporting documentation; identify violations and investigate complaints of underpayment to workers; submit and file all required forms to appropriate parties; prepare investigative reports and backup if necessary; identify labor deficiencies and prepare letters of findings; and notify prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken.

Avant-Garde is currently providing the services requested in this RFP to several cities in urban Los Angeles County, including Los Angeles County METRO. Most agencies we serve have a long-standing relationship with us and trust our Team to provide these services on upcoming construction projects. Our tenure with our clients has provided us with a wide range of experience on projects, ranging from \$300,000 to \$10 million and as many as 30 contractors on one project. The diversity of our projects has introduced the team to an equally wide range of contractors and subcontractors, many of which have various degrees of experience with federal prevailing wage requirements and monitoring. Our team has been able to understand and respond to their needs with efficiency and effectiveness.

Avant-Garde's approach has been developed and is implemented from an agency's perspective with a primary focus on legal compliance, user-friendly tools, practical applications, and impartial operations. Our team works with all key players in implementing a successful program, including city staff, construction managers, agency contract compliance officers, payroll staff and construction superintendents. In addition, we take a very pro-active approach in compliance monitoring and take extra steps in our attention to detail to ensure efficiency and to prevent potential setbacks. Our operations as an extension of the agency staff also ensure open communication and availability as needed.

SECTION 2. PROJECT UNDERSTANDING AND WORK PLAN

Avant-Garde is capable and available to perform the following services, including but not limited to:

General Contract and Labor Compliance Activities:

1. Review Agreement and labor compliance requirements with the project team.
2. Determine the specific labor standards parameters applicable for the construction project;
3. Notify appropriate State agencies of project awards within five days of award;
4. Set up and maintain all compliance files and documents relating to prevailing wage activities;
5. Set up and maintain Labor Standards Enforcement Files for Prime and all subcontractors;
6. Attend pre-construction meetings to discuss prevailing wage requirements with contractor and subcontractors in detail;
7. Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Affirmative Action Plan;
8. Make presentations to management staff on the status of participating contractors;
9. Respond to technical questions regarding prevailing wage requirements for state funded projects;
10. Respond to public record's request;
11. Provide information and data on trades and trade classifications performing on projects; and
12. Provide City with a Prevailing Wage Compliance Release Form for each participating contractor/subcontractors as evidence they have met their prevailing wage compliance obligation.

Labor Compliance Audit Activities:

AVANT GARDE will receive, monitor and review all reports pertaining to labor compliance required to be submitted by prime contractors and their subcontractors in accordance with the provisions of the applicable laws and regulations.

1. Monitor project compliance with the payment of prevailing wage rates;
2. Dissemination and posting of wage determinations applicable to project;
3. Ensure that certified payroll records are submitted by prime contractors and their subcontractors;

4. Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis-Bacon Wage Decision;
5. Reconcile Weekly Certified Payroll Reports (CPR) & Supporting Documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance;
6. Monitor the submittal of Training Fund Contribution Reports;
7. Monitor workforce utilization reports to verify trade and apprenticeship participation;
8. Identify violations and investigate complaints of underpayment to workers;
9. Notify the City regarding delinquent, uncertified, inaccurate and improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance.

Wage Underpayment and Restitution Activities

1. Identify wage underpayment through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project;
2. Calculate and recommend to City the amount of wages that City will withhold from the contractor's payments/retention;
3. Prepare documentation that list the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the amount due each worker. Prepare, submit and file reports and all required forms to appropriate parties;
4. Prepare documentation for disbursement of back wages, training funds and/or penalties due;
5. Gather, prepare and coordinate all necessary documents for hearings and represent the City at such hearings in accordance with the Federal and State Labor Code and the California Code of regulations;
6. Document and file final resolutions; and
7. Perform other projects or services as required.

Close-Out Activities

1. Work with City Records Management staff to ensure compliance with record retention periods required by applicable law;
2. Provide detailed report on compliance documents submitted by each participating contractor and subcontractor; and
3. Provide City with a Prevailing Wage Compliance Release Form for each contractor and subcontractor as evidence they have met their prevailing wage compliance obligation.

SECTION 3. LABOR COMPLIANCE EXPERIENCE

The Project Manager and Coordinators that will be assigned to this Project have provided labor compliance services for the cities of Temple City, Alhambra, Montebello, Bell Gardens, La Mirada, Maywood, La Puente, Pico Rivera, Baldwin Park, and Metro.

Listed below are projects whereby Avant-Garde provided labor compliance services. In many instances our team supported the project by performing project management and funding administration services in addition to labor compliance. Projects highlighted were funded with Community Development Block Grant funds or required Section 3 monitoring.

City of Lynwood

- Long Beach Blvd. Phase I; In Progress; Construction Cost: \$3,589,848

City of Temple City

- Temple City Blvd; In Progress; Construction Cost: \$314,500
- El Monte Ave; In Progress; Construction Cost: \$1,078,400
- Rosemead Blvd; Completed: September 2014; Construction Cost \$18,000,000
- Traffic Signal-Temple City Blvd & Las Tunas; Completed: January 2012; Construction Cost: \$176,000
- Freer Street Overlay; Completed: December 2010; Construction Cost: \$599,000
- Traffic Signal – Ellis Lane; Completed: June 2010; Construction Cost: \$112,000
- Traffic Signal – Rosemead, Longden and Broadway; Completed: January 2011; Construction Cost: \$236,500

City of Alhambra

- Almansor Park Gymnasium Electrical Upgrade Project; In Progress; Construction Cost: \$42,450
- Almansor Park Jogging Trail Light Replacement Project; In Progress; Construction Cost: \$67,960
- Almansor Park Jogging Trail Reconstruction Project; In Progress; Construction Cost: \$60,000
- Granada Park Restroom Rehabilitation Project; In Progress; Construction Cost: \$52,850

- Granada Park Parking Lot Resurfacing & Pool Locker Room Floor Resurfacing – Whitney Floor Complex Resurfacing; Completed: May 2015; Construction Cost: \$50,000
- Almanson Picnic Shelter Replacement; Completed: August 2015; Construction Cost: \$55,000
- Almanson Gym HVAC & Granada Gym Flooring & Equipment; In Progress; Construction Cost: \$250,000
- Alhambra Park ADA Pool Lift; Completed: November 2014; Construction Cost: 4,598
- ADA Improvements; Completed: April 2014; Construction Cost: \$13,325
- Almanson Gym Flooring; Completed: April 2016; Construction Cost: \$30,100

City of Cudahy

- Bedwell Hall Re-roofing Project; Completed: November 2014; Construction Cost: \$151,980

City of Montebello

- Washington Blvd. Street Improvements Phase 2; In Progress; Construction Cost: \$824,690
- Traffic Signal-Montebello Way; In Progress; Construction Cost: \$726,640
- Alley Improvement; Completed: September 2015; Construction Cost: \$187,553
- Vail Ave. Improvement; Completed: November 2015; Construction Cost: \$201,150
- Beverly Blvd. Improvements; Completed: September 2014; Construction Cost: \$429,381
- Safe Routes to School; Completed: August 2013; Construction Cost: \$572,703
- Federal Safe Routes to School; Completed: March 2012; Construction Cost: \$285,000
- Whittier Boulevard Revitalization Phase II; Completed: March 2011; Construction Cost: \$749,000
- Neighborhood Citywide Sidewalk; Completed: November 2010; Construction Cost: \$1,600,000
- Safe Routes to School Greenwood and Washington; Completed: May 2010; Construction Cost: \$ 172,000
- Whittier Boulevard Revitalization Phase I; Completed: 2009; Construction Cost: \$8,000,000
- Traffic Signal-Garfield Avenue/Via San Clemente; Completed: August 2009; Construction Cost: \$138,988

Metro

- Westside Subway Extension; In Progress; Construction Cost: \$20,250,000
- I-405 & SR 134 Soundwall Packages 4&5; Completed: October 2014; Construction Cost: \$18,973,000
- CNG Emergency Operators; Completed: October 2014; Construction Cost: \$881,145
- Lighting Upgrade; Completed: June 2013; Construction Cost: \$1,662,000
- Bus Stop Improvement; Completed: June 2013; Construction Cost: \$627,000
- Division 3 Master Plan; Completed: July 2012; Construction Cost: \$4,973,000
- Trash and Vegetation Removal; Completed: March 2013; Construction Cost: \$4,800,120

City of La Mirada

- Traffic Signal-Artesia Blvd/Industry Circle; In Progress; Construction Cost: \$206,511
- Traffic Signal-Valley View Blvd & Adoree St; In Progress; Construction Cost: \$362,200
- Foster Park Street Improvements Phases 2-4; Completed: February 2016; Construction Cost: \$4,700,000, \$650,121, \$1,952,048
- Alondra/Valley View Improvements; Completed: April 2012; Construction Cost: \$2,500,000
- La Mirada Boulevard Improvements; Completed: April 2010; Construction Cost: \$635,000
- Beach Boulevard Improvements; Completed: 2008; Construction Cost: \$635,000

City of Bell Gardens

- Opticom Emergency Vehicle Preemption; Completed: July 2015; Construction Cost: \$247,623
- Safe Routes to School Non-Infrastructure; Completed: February 2015; Cost: \$170,000
- Eastern Avenue; Completed: July 2008; Construction Cost: \$2,000,000
- ARRA Phase II Street Improvements; Completed: December 2009; Construction Cost: \$415,000
- ARRA Phase I Street Improvements; Completed: February 2010; Construction Cost: \$714,000
- Federal Safe Routes to School; Completed: August 2012; Construction Cost: \$321,000
- Foster Bridge; Completed: January 2013; Construction Cost: \$163,000

- Florence Place; Completed: February 2015; Construction Cost: \$190,954

City of Pico Rivera

- Citywide Roadway Improvements; Completed: May 2016; Construction Cost: \$269,213
- Commercial Façade; Completed: June 2014; Construction Cost: \$108,322
- La Cocina Façade Rehab; Completed: August 2012; Construction Cost: \$37,511
- Beverly Boulevard; Completed: November 2011; Construction Cost: \$2,400,000

City of Baldwin Park

- Ramona Blvd Phase I and II; Completed: 2011; Construction Cost: \$2,450,000

City of Maywood

- Sidewalk Improvements Phase I; Completed: September 2006; Construction Cost: \$177,000
- Sidewalk Improvements Phase II; Completed: 2007; Construction Cost: \$365,000
- Slauson Avenue; Completed: September 2008; Construction Cost: \$827,000

City of La Puente

- Local Street Resurfacing Project, Temple, Orange & Sunset; Completed: 2002; Construction Cost: \$284,000
- Local Street Resurfacing Project, Sunset, Nelson and Unruh; Completed: November 2003; Construction Cost: \$333,000
- Community Center ADA Improvements; Completed: September 2004; Construction Cost: \$208,000
- Hacienda Reconstruction; Completed: September 2004; Construction Cost: \$320,000
- City Hall Elevator; Completed: September 2005; Construction Cost: \$223,000
- Safe Routes to School Sidewalk Improvements; Completed: October 2005; Construction Cost: \$247,000
- Local Street Resurfacing Project, Puente & Nelson; Completed: 2007; Construction Cost: \$305,000
- Senior Center; Completed: November 2008; Construction Cost: \$91,587.00
- Local Street Resurfacing Project, Hacienda & Elliot; Completed: August 2008; Construction Cost: \$224,000

- Sidewalk Improvements; Completed: September 2008; Construction Cost: \$334,000
- Local Street Resurfacing Project, Hacienda & Elliot; Completed: April 2009; Construction Cost: \$300,000
- Main Street; Completed: 2009; Construction Cost: \$400,000
- Hacienda Blvd. Reconstruction; Completed: 2009; Construction Cost: \$741,477.16
- Street Overlay; Completed: 2009; Construction Cost: \$224,620
- Slurry Seal; Completed: March 2009; Construction Cost: \$274,087.70
- Handicapped Ramps and Sidewalks Phase II; Completed: July 2009; Construction Cost: \$341,043.00
- Valley Boulevard Improvement Project; Completed: 2010; Construction Cost: \$317,832
- La Puente Park Sidewalk; Complete: 2009; Construction Cost: \$123,066.10

Women's and Children Crisis Shelter

- Outreach Center Improvements; Completed: October 2008; Construction Cost: \$66,000

Temple City

Project: Rosemead Blvd

Construction Cost: \$18 Million

Avant-Garde's monitored construction contracts and labor compliance documents as required by Caltrans and set forth in the Local Programs Procedure Manual, pre-bid and pre-construction meetings attendance, meeting coordination with Caltrans, field reviews, review of certified payroll records and associated paperwork, conduct file reviews with Caltrans.

La Mirada

Project: Foster Park Phase II

Construction Cost: \$4.7 Million

Avant-Garde monitored payment of prevailing wage, coordinated mandatory pre-bid and pre-construction meetings with the CDC; conducted field reviews, reviews of certified payroll records and associated paperwork, site visits and interviews, monitored fund contributions, provided wage underpayment and restitution support services and conducted final file review with CDC for this \$4.7 Million project.

Los Angeles Metro Transportation Authority

Project: MTA Div.3 – Maintenance Building Renovations

Construction Cost: \$4.9 Million

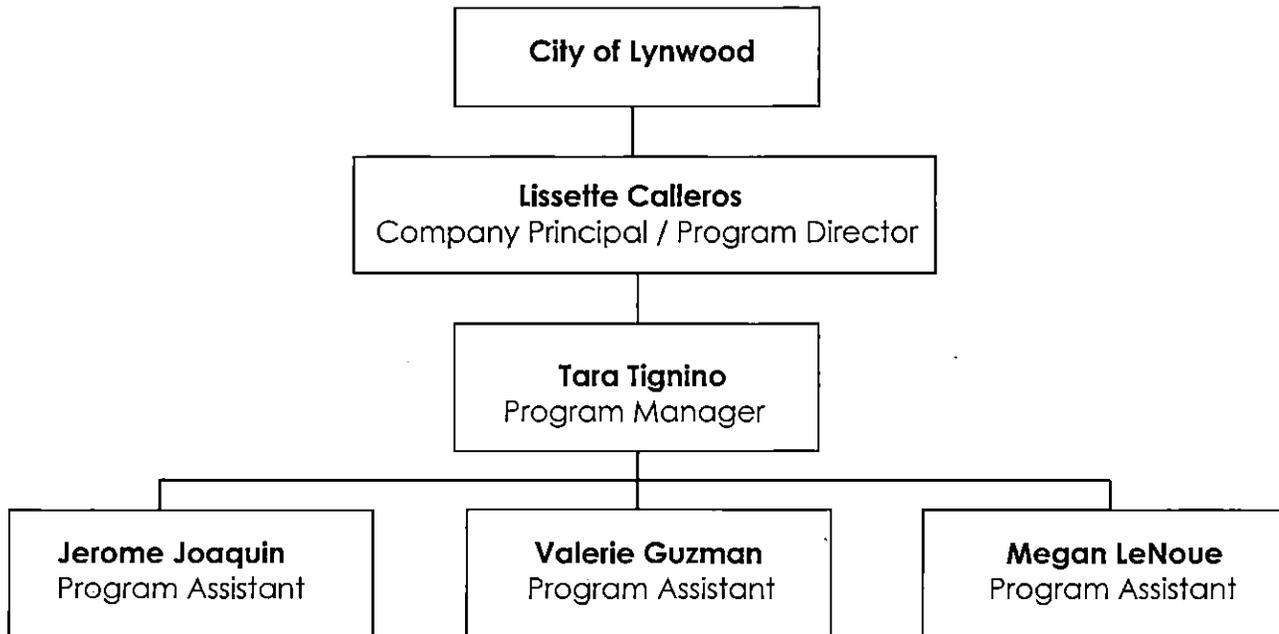
Avant-Garde monitored payment of prevailing wage, conducted site visits and interviews, monitored fund contributions and workforce utilization reports, provided wage underpayment and restitution support services for this \$4.9 Million project. Avant-Garde monitored 6 of the 10 subcontractors during our review period. Underpayments were discovered and the violations corrected, restitution was issued to affected workers.

SECTION 4. PROJECT STAFF QUALIFICATIONS

To provide exceptional labor compliance services for Lynwood’s City Hall Annex project, we present a highly qualified and experienced team of program managers and coordinators with years of experience in providing identical services to Cities throughout Southern California. We have assigned a firm principal, Lissette Calleros to serve as the Project Representative. Ms. Calleros will oversee all assigned staff and will ensure successful administration of labor compliance services for this project as outlined in this proposal.

Avant-Garde will be available for the duration of the scope of services and acknowledges that no person designated as key personnel shall be removed or replaced without the prior notification to the City.

ORGANIZATIONAL CHART



Lissette Calleros

Vice President / Program Director

Years of Experience

14+ years

Education

B.S. Business Management
California State Polytechnic
University Pomona

A.A. General Studies
Mount San Antonio College

Ms. Calleros has 14 years of experience in Program Management. Ms. Calleros' expertise is in administering federal and state funded projects, program development, compliance management and records management. She provides funding administration to ensure that cities develop their projects in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. She has experience in identifying federal and state fund allocation balances, programming funds, and administering long-and-short range programs consistent with the economic capabilities of the City.

PROJECT EXPERIENCE

As the Program Director, Ms. Calleros will oversee all assigned staff and will ensure successful administration of all labor compliance monitoring and project management documentation. Ms. Calleros will be responsible for all quality assurance/quality control efforts. She has comprehensive expertise in project management and analysis. Ms. Calleros and her team have successfully monitored capital projects for municipal agencies throughout Southern California.

Recent labor compliance (prevailing wage) monitoring services performed under her direction include:

- **Los Angeles METRO** - \$20.25 million Westside Subway Extension
- **Los Angeles METRO** - \$4.9 million Division 3 Master Plan
- **Los Angeles METRO** - \$4.8 million Trash & Vegetation Removal
- **Los Angeles METRO** - \$18.9 million I-405 & SR-134 Soundwall
- **Los Angeles METRO** - \$627k Bus Stop Improvement Project
- **Los Angeles METRO** - \$1.6 million Lighting Upgrade Project
- **Los Angeles METRO** - \$881k CNG Emergency Generator Project
- **City of Temple City** - \$18 million Rosemead Blvd Safety & Beautification Improvement Project
- **City of Temple City** - \$600k Streets Overlay project; \$1.6 million citywide sidewalk Project
- **City of Temple City** - \$176k New Traffic Signal Project - Temple City Blvd. & Las Tunas
- **City of Temple City** - \$236.5k Traffic Signal Upgrades - Rosemead, Longden & Broadway

- **City of Temple City** – \$1 million El Monte Ave. Project
- **City of Temple City** - \$314.5k Temple City Blvd. Project
- **City of La Mirada** – \$4.9 million Foster Park Phase II Improvements
- **City of La Mirada** – \$650k million Foster Park Phase III Improvements
- **City of La Mirada** - \$1.9 million Foster Park Phase IV Improvements
- **City of La Mirada** – \$2.5 million Alondra/Valley View Improvements
- **City of Montebello** – \$749k Whittier Boulevard Revitalization Phase II
- **City of Montebello** – \$1.6 million Neighborhood Citywide Sidewalk
- **City of Montebello** – \$8 million Whittier Blvd Revitalization Phase I
- **City of Montebello** – \$139k Garfield Avenue/Via San Clement Traffic Signal Project
- **City of Montebello** – \$201k Vail Ave. Improvement Project
- **City of Montebello** - \$726k Montebello Way Traffic Signal
- **City of Pico Rivera** – \$2.4 million Beverly Boulevard Improvements
- **City of Baldwin Park** – \$2.4 million Ramona Boulevard Improvements Phase I Project

Ms. Calleros has extensive knowledge of all federal prevailing wage requirements and regulations, and is experienced in managing EECBG and ARRA funded projects.

Tara Tignino Program Manager

Years of Experience 11+

Ms. Tignino is experienced in Labor Compliance for Federal, State and CDBG funded projects. As a labor compliance specialist, Ms. Tignino monitors contracts to ensure that all clients' actions adhere to either CDBG or the standard State and FHWA Federal wage regulation requirements and when applicable section 3 requirements. Responsibilities include, conducting employee field interviews, auditing weekly payrolls, investigating violation findings and preparing non-compliance notices to contractors. In addition, Ms. Tignino monitors HUD Program requirements and conducts file reviews with Caltrans and the Community Development Commission.

Ms. Tignino is experienced in developing and maintaining detailed project schedules to improve accuracy, and increase project efficiency. Ms. Tignino is experienced in monitoring project budgets and recording expenses; compiling project specific documentation and preparing billings; conducting research and recommending solutions; organizing meetings, events and conferences.

PROJECT EXPERIENCE

- **Los Angeles METRO** – \$20.25M Westside Subway Extension Project
- **Los Angeles METRO** – \$18.9M I-405 & SR-134 Soundwall Project
- **Los Angeles METRO** – \$4.9M Division 3 Master Plan
- **Los Angeles METRO** – \$4.8M Trash & Vegetation Removal Project
- **Los Angeles METRO** – \$1.6M Lighting Upgrade Project
- **Los Angeles METRO** – \$881k CNG Emergency Generator Project
- **Los Angeles METRO** – \$627k Bus Stop Improvement Project
- **City of Temple City** – \$18M Rosemead Blvd Safety & Beautification Project
- **City of Temple City** – \$1.1M El Monte Ave Traffic Signal
- **City of Temple City** – \$315k Temple City Blvd Traffic Signal
- **City of Temple City** – \$176k Temple City Blvd/Las Tunas Traffic Signal
- **City of Pico Rivera** – \$2.4M Beverly Blvd. Improvements Project
- **City of Pico Rivera** – \$38k CDBG Funded – Commercial Façade Phase I
- **City of Pico Rivera** – \$108k CDBG Funded – Commercial Façade Phase II

- **City of Pico Rivera** – \$44k CDBG Funded – Commercial Façade Phase III
- **City of Montebello** – \$825k Washington Blvd. Street Improvements Phase 2
- **City of Montebello** – \$726k Montebello Way Traffic Signal
- **City of Montebello** – \$130k Alley Improvements Project
- **City of Montebello** – \$228k Alley Improvements Project
- **City of Montebello** – \$749k Whittier Blvd Revitalization Phase II Project
- **City of Montebello** – \$711k Garfield Ave Reconstruction Project
- **City of Lynwood** – \$3.6M Long Beach Blvd., Ph I
- **City of La Mirada** – \$2.5M Alondra/Valley View Improvements Project
- **City of La Mirada** – \$4.9M CDBG Funded – Foster Park Phase II Improvements
- **City of La Mirada** – \$608k CDBG Funded – Foster Park Phase III Improvements
- **City of La Mirada** – \$1.9M CDBG Funded – Foster Park Phase IV Improvements
- **City of La Mirada** – \$635k LA Mirada Blvd Improvements Project
- **City of La Mirada** – \$353k City HVAC Improvements Project
- **City of La Mirada** – \$305k Valley View Ave/Adoree St Traffic Signal
- **City of Cudahy** – \$206k CDBG Funded – Bedwell Hall Re-Roofing Project
- **City of Bell Gardens** – \$143k Opticom Emergency Vehicle Preemption Project
- **City of Bell Gardens** – \$163k Foster Bridge Project
- **City of Bell Gardens** – \$191k Florence Pl Improvement Project
- **City of Alhambra** – \$42k CDBG Funded Almansor Park Gymnasium Electrical Upgrade Project
- **City of Alhambra** – \$68k CDBG Funded Almansor Park Jogging Trail Light Replacement Project
- **City of Alhambra** – \$60k CDBG Funded Almansor Park Jogging Trail Reconstruction Project
- **City of Alhambra** – \$53k CDBG Funded Granada Park Restroom Rehabilitation Project
- **City of Alhambra** – \$100k CDBG Funded Almansor Gym HVAC
- **City of Alhambra** – \$100k CDBG Funded Granada Gym Flooring
- **City of Alhambra** – \$80k CDBG Funded Granada Gym Equipment
- **City of Alhambra** – \$55k CDBG Funded Almansor Park Shelter Replacement
- **City of Alhambra** – \$13.3k CDBG Funded ADA Improvements Project
- **City of Alhambra** – \$5k CDBG Funded ADA Improvements Project

Jerome C. Joaquin

Program Assistant

Years of Experience

4+

Education

B.S. Urban and Regional
Planning
California State
Polytechnic University,
Pomona 2010

A.A. General Studies with
an emphasis on
Architecture
Glendale Community
College

As a Program Assistant, one of Mr. Joaquin's main responsibilities is providing labor compliance services. He has worked in conjunction with the project managers of the company and served as a liaison to provide support on various labor compliance projects.

Mr. Joaquin enforces labor compliances regulations by means of conducting on-site interviews of employees and calculations of prevailing wages appropriate for job classifications and duties in accordance with State or Federal labor laws. Moreover, part of Mr. Joaquin's duty as a member of the Labor Compliance Team is to ensure proper legal measures are met with any discovered violations.

PROJECT EXPERIENCE

Labor compliance (prevailing wage) monitoring services performed include: set up and maintain Labor Standards Enforcement Files for Prime and all subcontractors; conduct Employee Field Interviews; perform continuous and timely monitoring reviews of CPRs and related submissions for compliance; identify labor deficiencies and prepare letters of findings; notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken.

Los Angeles Metropolitan Transportation Authority:

- Westside Subway Extension – Advance Utility Relocation Project
Completion Date: In Progress
- I-405 & SR-134 Soundwall Packages 5 & 7
Completion Date: October 2014
- Trash & Vegetation Removal Project
Completion Date: May 2013
- Div. 3 Maintenance Building Renovation Project
Completion Date: June 2012

City of Bell Gardens

- Street Improvement - Florence Place Project
Completion Date: In Progress
- Opticom Emergency Vehicle Preemption
Completion Date: In Progress

City of Temple City

- Rosemead Blvd. Safety Enhancement Project

Completion Date: September 2014

City of Alhambra

- Granada Gym & Almanson Park Improvement Project
Completion Date: In Progress

City of La Mirada

- Foster Park Improvements Phase II
Completion Date: June 2012

Megan LeNoue
Program Assistant

Ms. LeNoue has three years of experience in administrative and municipal program services and contract administration. Her overall experience includes labor compliance monitoring, project management and analysis, funding administration, grant writing, and construction management assistance.

As a Program Assistant, one of Ms. LeNoue's main responsibilities is providing labor compliance services. She has worked in conjunction with the project managers of the company and served as a liaison to provide support on various labor compliance projects.

Ms. LeNoue enforces labor compliances regulations by means of conducting on-site interviews of employees and calculations of prevailing wages appropriate for job classifications and duties in accordance with State or Federal labor laws. Moreover, part of Ms. LeNoue's duty as a member of the Labor Compliance Team is to ensure proper legal measures are met with any discovered violations.

PROJECT EXPERIENCE

Labor compliance (prevailing wage) monitoring services performed include: set up and maintain Labor Standards Enforcement Files for Prime and all subcontractors; conduct Employee Field Interviews; perform continuous and timely monitoring reviews of CPRs and related submissions for compliance; identify labor deficiencies and prepare letters of findings; notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken.

Los Angeles Metropolitan Transportation Authority:

- I-405 & SR-134 Soundwall Packages 5 & 7
Completion Date: October 2014

Years of Experience

3+

Education

B.A. Anthropology
Saint Mary's College of
CA, 2013

Valerie Guzman

Program Assistant

Years of Experience

1+

Education

B.A. Political Science
California State University,
Los Angeles 2009

Ms. Guzman has experience in administrative and municipal program services and contract administration. Her overall experience includes labor compliance monitoring, project management and analysis, funding administration, grant writing, and construction management assistance. As a Program Assistant, one of Ms. Guzman's main responsibilities is providing labor compliance services. She has worked in conjunction with the project managers of the company and served as a liaison to provide support on various labor compliance projects.

Ms. Guzman enforces labor compliances regulations by means of conducting on-site interviews of employees and calculations of prevailing wages appropriate for job classifications and duties in accordance with State or Federal labor laws. Moreover, part of Ms. Guzman's duty as a member of the Labor Compliance Team is to ensure proper legal measures are met with any discovered violations.

PROJECT EXPERIENCE

Labor compliance (prevailing wage) monitoring services performed include: set up and maintain Labor Standards Enforcement Files for Prime and all subcontractors; conduct Employee Field Interviews; perform continuous and timely monitoring reviews of CPRs and related submissions for compliance; identify labor deficiencies and prepare letters of findings; notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken.

Los Angeles Metropolitan Transportation Authority:

- Westside Subway Extension – Advance Utility Relocation Project
Completion Date: In Progress

SECTION 5. REFERENCES

City of La Mirada | 13806 La Mirada Blvd., La Mirada, CA | (562) 902-2373

Project Contact: Mark Stowell, Director of Public Works
mstowell@cityoflamirada.org

Avant-Garde has provided Labor compliance, grant research, writing, and fund administration services to the City of La Mirada since FY 2010. Additional services include CIP Budget review and implementation of CIP projects; bid administration and project implementation; administrative staff support including the development of staff reports; and labor compliance.

City of Montebello | 1600 W. Beverly Blvd., Montebello, CA | (323) 887-1471

Project Contact: Danilo Batson, Director of Public Works
dbatson@cityofmontebello.com

Avant-Garde has provided labor compliance, grant research, writing, and fund administration services to the City of Montebello since FY 2005. Additional services include strategic planning and development of the CIP Budget; bid administration and project implementation; administrative staff support including the development of staff reports and Department presentations.

City of Bell Gardens | 8327 S. Garfield Ave., Bell Gardens, CA | (562)806-7770

Project Contact: Chau Vu, Director of Public Works
cvu@bellgardens.org

Avant-Garde has provided labor compliance, grant research, writing, program implementation and fund administration services to the City of Bell Gardens since FY 2004. Additional services include strategic planning and development of the CIP Budget; bid administration and project implementation; administrative staff support including the development of staff reports and Department presentations.

LOS ANGELES METRO | One Gateway Plaza, Los Angeles, CA | (213) 922-2648

Project Contact: Wendy L. White, Labor Compliance Administrator
whitew@metro.net

Avant-Garde has provided labor compliance services to the Los Angeles County Metropolitan Transportation Authority (METRO) since FY 2012. Services include evaluating, monitoring, and enforcing prevailing wage requirements on construction projects. This includes maintaining all required records, providing assistance to field personnel, conducting field interviews and investigations and any other duties in accordance with applicable laws and regulations governing public works projects.

SECTION 6. PRICE PROPOSAL

**Not-To-Exceed Time and Materials Proposal
City of Lynwood
Labor Compliance Services
For the City Hall Annex Construction Project**

TASKS		Program Director	Program Manager	Program Assistant	Total Hours	Total Cost
	Billing Rate	\$ 130.00	\$ 95.00	\$ 70.00		
1	Labor Compliance	25	150	350	525	\$ 42,000
Totals:		25	150	350	525	\$ 42,000

Avant-Garde anticipates the following payment/invoice schedule for the City of Lynwood's City Hall Annex project. A revised payment schedule will be submitted once a final project schedule has been determined.

Month	Amount
October 2016	\$3,231.00
November 2016	\$3,231.00
December 2016	\$3,231.00
January 2017	\$3,231.00
February 2017	\$3,231.00
March 2017	\$3,231.00
April 2017	\$3,231.00
May 2017	\$3,231.00
June 2017	\$3,231.00
July 2017	\$3,231.00
August 2017	\$3,231.00
September 2017	\$3,231.00
October 2017	\$3,231.00

SECTION 7. ADDITIONAL STATEMENTS

Avant-Garde shall adhere to all federal laws, state, and local laws and regulations.

Avant-Garde shall allow authorized federal, state, county, and the City's official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to the Project. All relevant records shall be retained for at least three years.

Avant-Garde will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Avant-Garde shall comply with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

Avant-Garde is able to execute the City's Professional Services Agreement (Appendix B) for the Project. Avant-Garde did not identify any conditions or terms of the Agreement with which the firm does not agree, including terms which the firm wishes to negotiate.

Our firm confirms receipt of all addenda issued on this RFP. There no addenda released.

Exhibit A-3 Avant-Garde Price Proposal

SECTION 6. PRICE PROPOSAL

**Not-To-Exceed Time and Materials Proposal
City of Lynwood
Labor Compliance Services
For the City Hall Annex Construction Project**

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May 2017	\$3,231.00
June 2017	\$3,231.00
July 2017	\$3,231.00
August 2017	\$3,231.00
September 2017	\$3,231.00
October 2017	\$3,231.00

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State City regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

2. Standard of Performance.

A. Consultant shall perform all work to the highest professional standards normally practiced by recognized consulting companies in performing services of a similar nature. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services

described in **Exhibit A-1 and Exhibit A-2**. However, no additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A-1 and Exhibit A-2**, or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The City Manager or his or her designee, shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), or damage to or destruction to third-party property, to the extent caused by the Consultant's negligent or willful acts or omissions of its agents, officers, directors, subcontractors, subconsultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits \$1,000,000 per occurrence and in the aggregate.

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be \$1,000,000 per occurrence and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, or reduced (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel or reduce said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be subject to copyright application by Consultant.

7. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination. City may terminate this Agreement with or without cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services and turn over to City the product of the services in accordance with written instruction of City.

9. Personnel.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Financial Condition.

Prior to entering into this Agreement, Consultant has submitted documentation reasonably acceptable to the City Manager, establishing that it is financially solvent, such

that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City Manager shall be returned to Consultant after review and shall not be retained by City.

11. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

12. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Performance Evaluation.

For any Agreement in effect for twelve months or longer, a written annual administrative performance evaluation shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City

may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

14. Compliance with Laws.

Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

15. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

16. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

17. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

18. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third

business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

19. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

21. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

22. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in subsection 6-3.1 et seq. of the Lynwood Municipal Code and attested by the City Clerk.

23. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB* *RGB*

PREPARED BY: Raul Godinez P.E., Director of Public Works/City Engineer
Lorry Hempe, Public Works Special Projects Manager

SUBJECT: Report to the City Council on Change Orders on the Yvonne Burke-John D. Ham Park Community Center

Recommendation:

Staff recommends that the City Council adopt the attached Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ACCEPTING THE REPORT ON THE MODIFICATIONS AND CHANGE ORDERS APPROVED BY THE CITY MANAGER FOR THE YVONNE BURKE-JOHN D. HAM PARK COMMUNITY CENTER (CIP 67-007)."

Background:

The Lynwood Municipal Code (LMC) Section 6-3.15(a) provides authority to the City Manager to approve in writing any modification involving an addition to, deletion from, or revision in any item in such contract, including, without limitation, plans, specifications and extra work, and change orders relating to the nature or quantity of services, equipment, supplies or work. The City Manager is limited to approve change orders in an amount not to exceed \$50,000 or 25% of the original contract price, whichever is lesser.

LMC 6-3.15(d), allows the City Council by resolution to authorize the city manager to exceed the specific dollar amounts or percentage limitations under LMC 6-3.15(a).

On July 19, 2016, the City Council adopted Resolution 2016-152, authorizing the City Manager to approve change orders up to the available contingency, thus raising the not to exceed amount that the City Manager can approve.



This agenda item was prepared to provide the City Council a report on modifications and change orders approved under LMC 6-3.15 for the Yvonne Burke-John D. Ham Park Community Center (Project) and under the authority provided by the City Council on July 19, 2016 under Resolution 2016.152.

Discussion & Analysis:

Lynwood Municipal Code (LMC) Section 6-3.15(f) requires the City Manager to report to the City Council on modifications and change orders every three months.

To keep the construction moving, there were amendments and change orders requiring the City Manager's approval. These amendments and change orders approved thus far relate to unforeseen events, the Fire Department requirement on the relocation of the Fire Department connection, additional data/outlet requirements from the Recreation and Community Services, and delay in the construction schedule.

APPROVED CHANGE ORDERS/AMENDMENTS			
Change Order/ Amendment	Vendor	Description	Amount
CITY MANAGER'S AUTHORITY AUTHORIZED UNDER LMC 6-3.15(a) (\$50,000)			
#1	Cal-City	Asbestos Removal	\$6,858
# 2	Cal-City	Immediate soil import testing	\$583
# 5	Cal-City	Capping and Cutting existing 10" Fire Line	<u>\$1,525</u>
		Subtotal	\$8,967
CITY MANAGER'S AUTHORITY AUTHORIZED UNDER RESOLUTION 2016.152 (\$208,954)			
# 3	Cal-City	Additional outlets, cabling, etc.	\$21,569
# 4	Cal-City	Trenching for Time Warner cable	\$4,232
gkkworks	gkkworks	Extension of inspection and construction Management services due to Project delay	<u>\$41,250</u>
		Subtotal	\$67,051
		Total	\$76,017

Limited Project Contingency

On October 20, 2015, when the construction was awarded to Cal-City Construction Inc. (Cal-City), the Project had a limited contingency of 5%. The City Council at that time authorized staff that should unforeseen conditions arise that exceed the current contingency amount, staff would return to the City Council to seek additional appropriation (Resolution 2015.193).

Below is a list of proposed change orders and amendments that are under review.

PENDING CHANGE ORDERS/AMENDMENTS			
Change Order/ Amendment	Vendor	Description	Amount
#6	Cal-City	Fire Line Revisions	\$19,887
#7	Cal-City	Relocate Fire Sprinkler to the Main Roof	\$3,143
#7b	Cal-City	HVAC Revisions	\$5,482
#8	Cal-City	Additional 120v Power to Fire Alarm Annunciator	\$736
#9	Cal-City	CMU Wall Revisions	\$7,455
#10	Cal-City	Panel Sliding Door	\$751
#11	Cal-City	Furnish 3 Compartment Sink	\$3,377
#12	Cal-City	Additional lighting to light the outdoor steps	\$11,600
#13	Cal-City	New 225 amp breaker	\$3,000
#14	Cal-City	Security Conduit	\$2,500
Amendment	LPA	Plan revisions and additional time for project completion (LPA is requesting \$70,000)	\$50,000
Total			\$107,931

Project Fund Balance

There are limited funds available under contingency once the pending items are approved. At this time, staff is working with gkkworks, the City's Construction Manager, to hold down the cost within the Project budget contingency. However, since the contingency is on the low side at 5%, (typically a construction project is at 10% to 15% contingency), it may be necessary to go back to the City Council for additional appropriation.

It was anticipated that by September 22, 2016, that Cal-City would have substantially completed the project. Staff is now estimating completion by December 1, 2016, based on Cal-City's progress. Staff is reviewing the liquidated damages provision under the contract with Cal-City, to enable the City to recover its cost due to construction delay.

Fiscal Impact:

There is no additional fiscal impact with the proposed action.

Coordinated With:

Finance & Administration
City Attorney

RESOLUTION._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ACCEPTING THE REPORT ON THE MODIFICATIONS AND CHANGE ORDERS APPROVED BY THE CITY MANAGER FOR THE YVONNE BURKE-JOHN D. HAM PARK COMMUNITY CENTER (CIP 67-007)

WHEREAS, on October 4, 2016, the City Council approved the award of contract to Cal-City Construction, Inc. for the construction of the Yvonne Burke-John D. Ham Park Community Center (Project); and

WHEREAS, the Project has experienced delay in construction; and

WHEREAS, LMC 6-3.15(d), allows the City Council by resolution to authorize the city manager to exceed the specific dollar amounts or percentage limitations under LMC 6-3.15(a); and

WHEREAS, Lynwood Municipal Code (LMC) Section 6-3.15(f) requires the City Manager to report to the City Council on modifications and change orders every three months.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:

Section 1. That the City Council hereby accepts the report on the modifications and change orders approved by the City Manager for the Yvonne Burke-John D. Ham Park Community Center.

Section 2. That this Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 4th day of October, 2016.

Edwin E. Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

Raul Godinez II, PE
Director of Public Works /City Engineer



**CITY OF LYNWOOD
DEPARTMENT OF PUBLIC WORKS
CONTRACT CHANGE ORDER**

Date: 1/27/2016 **Contract Change Order:** LYND 001
Project Title: Yvonne Burke-John D. Ham Park **Resolution No.:** 2015.193
Contractor: Cal-City Construction **CIP No. :** 4011.67.007

Complete Sections (1) to (6) and sign.

(1) Reason for Change
 ABANDONED UNDER GROUND ASBESTOS DISCOVERED DURING REMOVAL AND RECOMPACTION

(2) Description of Change
 APPROXY 3CU/YD OF ASBESTOS ABATEMENT

(3) Location of Change
 NORTH EAST SIDE BUILDING CORNER

(4) Change in Contract Cost

SUB EXTRA WORK	\$5,970	ATTACHED FILE+A1
GC OVERHEAD & PROFIT 5%	\$298.50	
BOND 1%	\$6.27	
TOTAL	\$6,275	

(5) Extension of Contract (number of days)
 0

(6) New Contract Total including all Change Orders.

(a) Original Contract Sum was	\$ 4,650,000.00
(b) Net Change by previously authorized change orders.....	\$ -
Change Order No. _____	\$ -
Change Order No. _____	\$ -
Change Order No. _____	\$ -
(c) Contract Sum prior to this change order was (a+b).....	\$ 4,650,000.00
(d) This Contract Change Order.....	\$ 6,275.00
(e) The New Contract Sum including this change order (c + d).....	\$ 4,656,275.00

The changes or interpretations described and noted are hereby authorized. The signed original of this order is on file with City of Lynwood Public Works Department.

Contractor: Cal-City Construction, Inc
 We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this is approved, that we will provide all supervision and equipment, furnish all material, and perform all services necessary for the above specified work, including field and home office expense and will accept as full payment therefor the prices shown above. This Change Order represents complete compensation for all costs, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work. This Change Order becomes part of and in conformance with the existing contract agreement.

CAL-CITY CONSTRUCTION		Date 2-3-2016
Approved:	Woo S. Lim, President	
City of Lynwood		Date 2-9-16
Approved:	Raul Godinez II, P.E. Director of Public Works/City Engineer	
Approved:		Date 2-10-16
	J. Arnaldo Beltrán City Manager/Mayor	



QUALITY ENVIRONMENTAL, INC.

License No. 876494 DOSH No. 947

13123 Lakeland Rd Unit A
Santa Fe Springs, CA 90670
(562) 941-1434
(562) 941-1825 Fax

Proposal

Tuesday January 26th, 2016

Mr. John Seo
Cal-City Construction
16605 Norwalk Boulevard,
Cerritos, California 90703
Fax: 562.404.4830
Cell: 562.404.4820
E-mail: johncalcity@gmail.com, aasorio@cal-city.com

Project Name: John D Ham Park Asbestos Removal P5
Project Address: 11832 Atlantic Avenue, Lynwood, California 90262
Bid No.: 9102

Dear Mr. Seo,

Quality Environmental Inc. is pleased to submit this proposal for the Procedure 5 Asbestos Abatement Removal and cleanup as per Mr. Seo's request located at the above reference site. The purpose of this letter is to describe the scope of work and pricing structure, and to identify any conditions that would require coordination in order to complete your project in a safe and timely manner.

Scope of work:

Procedure 5 Asbestos Abatement

- ◆ Establish a Regulated area with Asbestos flagging and 6 mil FR polyethylene sheeting 6 ft. throughout outside perimeter of the existing stock pile, Asbestos Signage and a Decontamination chamber as per Vista Environmental Consulting Procedure 5 Work Plan.
- ◆ Removal and disposal of approximately 3 cubic yards of asbestos-impacted soil and asbestos containing tile debris in one location Vista Environmental Consulting Procedure 5 Work Plan.
- ◆ This project is based on one mobilization during Regular working hours on Monday through Friday. (Weekend, Holiday, and Overtime Hour's are EXCLUDED)
- ◆ This project is based on prevailing wage rates and Quality Environmental Inc will provide certified payroll upon GC/Owner's request.
- ◆ Owner must provide the environmental consultant for air monitoring and final clearances
- ◆ Owner must provide power and water during abatement activities
- ◆ Areas must be accessible prior to start
- ◆ Emergency P5 SCAQMD, and Cal-OSHA, notifications fees are included
- ◆ Haz ACM Disposal is included

Procedure 5 Asbestos Abatement Total: \$5,970.00

Note: This price is based on 100% payment upon completion
Q. E. Inc. is currently SBE, SLBE and MBE
Q. E. Inc. currently carries \$3 Mil G/L Insurance

Exclusions

- ◆ Surveys
- ◆ Paint and Repairs/Build-back
- ◆ Inspections/Power & Water
- ◆ Shoring/Bracing
- ◆ Unforeseen work/ Holydays
- ◆ Weekend work/ Over Time/Double Time

SUBCONTRACTOR'S BREAKDOWN SHEET

Ham Park Community Center

Prepared by: John Seo

Date: 1/27/2016

ON	QTY	UNIT	MATERIAL		Davis-Bacon Wage w/fringes			RENTAL EQUIPMENT			OWNED EQUIPMENT	
			Unit Cost	Total Cost	Hours	Hourly	Total Cost	Days	Rate	Total Cost	Unit Cost	Total Cost
T	1	LS										
				0.00				0.00			0.00	0.00
al			0.00%	0.00					0.00%	0.00		
or								0.00				
				0.00				0.00			0.00	0.00
				\$5,970.00								
& P (%)	Included											
ORS COST				\$5,970.00								

Terms and Conditions

The pricing schedule and work terms in this bid proposal are effective for thirty days from today. Payment is due in full 100% upon completion. The project will be schedule and worked on Regular working hours on Monday through Friday. The duration of this project is noted above under description of quote. This proposal is based on prevailing wage rates. Access to work area is limited to Quality Environmental Inc.'s employees and the client's authorized members. The client will provide all necessary water and usable electrical power as well as toilet facilities. If you have any questions or need additional information, please call the office at (562) 941-1434.

For regular SCAQMD notifications please allow 14 working days prior to start project to notify all local, federal and state agencies after the approval of contract.

Sincerely,

Gus Escutia,
President
Quality Environmental Inc.



Work Authorization

This bid proposal and terms are accepted. Quality Environmental Inc. is authorized to proceed with the work located at 11832 Atlantic Avenue, Lynwood, California 90262 for the Procedure 5 Asbestos Abatement removal and Clean Up. By signing this work authorization we are authorized to proceed with the specified on scope of work on page 1. After signing this work authorization please fax back to our office for immediate scheduling and coordination.

Fax: 562-941-1825.

Signature: _____ Date: _____

Name: _____



January 25, 2016

Ms. Lorry Hempe
Public Works Special Projects Manager
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

**RE: Yvonne Burke – John D. Ham Park Community Center
11832 Atlantic Avenue, Lynwood, California
CAC Assessment**

Dear Ms. Hempe:

As per your request through GKK Works, Vista Environmental Consulting (Vista) has reviewed the debris and related documentation related to waste apparently dumped at the above-referenced site. The site is owned by the City of Lynwood (the City), and is currently a construction site, related to the community center. The purpose of this assessment was to determine if the suspect waste materials present were regulated asbestos-containing materials, and to determine the proper course of action in case asbestos-containing materials were identified. Vista employee Yvan A. Schmidt reviewed site conditions and existing testing data for the materials that had been dumped at the site.

Based on visual observations, it appears that, at some time in the past, materials which appear to be siding or roofing tiles were dumped at the subject site. During construction activities, limited excavation was performed at the site, during which time, the subject tiles were exposed. Not realizing that the excavation involved asbestos-containing materials, the excavator laid-down polyethylene sheeting and placed all dirt with construction debris inside of it onto the poly sheeting. At some point during the construction process, a representative of Converse Consultants who was on-site for project work noticed the material, and that it may contain asbestos, and collected bulk samples of two materials (apparently, this was actually, the same material, with differing colorings).

As per the attached laboratory report prepared by LA Testing of Sierra Madre (a NVLAP-accredited laboratory), all six samples collected of the subject tile/panel debris were found to contain 15% Chrysotile Asbestos.

At present, the observable tile debris at the project site appears to be entirely atop the polyethylene sheeting that was laid down prior to excavation activities, and has since been covered with additional black polyethylene sheeting (and sandbags). No additional suspect tile debris has been observed, except for that which is atop the polyethylene sheeting. A picture of the site, as it currently stands (with black poly atop the debris and dirt pile, with a wide view, for site context) is attached, as well as a second picture of the site conditions prior to covering the debris/dirt pile with black poly. This second picture shows the combination of dirt and tile debris in some detail.

The approximate size of the dirt and debris pile is nine feet by nine feet, with the height ranging from approximately two feet, at the center, to a few inches, at the outside of the pile. On average, the pile is a bit more than a foot high, yielding a mass of approximately three cubic yards over an area of approximately 81 square feet.

The analytical report prepared by LA Testing, of Sierra Madre, California, is attached for reference. LA Testing is NVLAP accredited (No. 102116-0) and Cal/ELAP accredited (No. 1269). A site plan indicating the impacted area is also attached.

Since the two different colors of the tile/panel debris are now known asbestos-containing materials, and the dirt stockpiled with the debris is asbestos-contaminated, Vista has recommended that the removal of this stockpile be properly managed via a Procedure 5 Work Plan in accordance with South Coast Air Quality Management District (SCAQMD) Rule 1403.

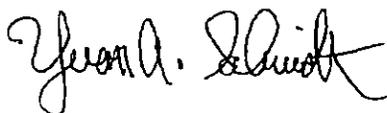
Prior to activities which will disturb identified or assumed asbestos containing material (ACM), a Cal/OSHA registered and California licensed asbestos contractor must be utilized for abatement of ACM that will be impacted. Vista recommends that all abatement operations be conducted under the direction of a California Certified Asbestos Consultant (CAC).

Expedited notification to SCAQMD may be required for this project. Notification to Cal/OSHA must be made in writing at least 24 hours prior to the initiation of such activities. To be clear, initiation of any activity which will impact the stockpiled asbestos-containing debris, or even the related dirt, may not commence until such time as notification to SCAQMD has been made and the SCAQMD has issued a unique approval number for this particular Procedure 5 Work Plan.

Notification to employees and contractors working at the subject project site should be made in accordance with the California Health and Safety Code, Section 25915 *et. seq.* and Proposition 65.

If you should have any questions, or if I can be of further assistance, please feel free to contact me on my mobile at 714.746.7644.

Respectfully submitted
Vista Environmental Consulting, Inc.



Yvan A. Schmidt
Senior Project Manager
Certified Asbestos Consultant No. 05-3791
CDPH Lead Certification No. I/M/D-2975

Attachments – Analytical Report
ACM Location Map
Site Photos (2)

cc: Kim Harvey (GKK Works)

CA DGS Certified Small Business OSDS Ref # 1122921



LA Testing

82 West Sierra Madre Boulevard Sierra Madre, CA 91
Tel/Fax: (626) 355-4711 / (626) 355-4497
http://www.LATesting.com / sierramadrelab@latesting.co

LA Testing Order: 451501089

Customer ID: 32CONV56

Customer PO:

Project ID:

Attention: Norman Eke
Converse Consultants
717 Myrtle Avenue
Monrovia, CA 91016

Phone: (626) 930-1200

Fax: (626) 930-1212

Received Date: 12/29/2015 1:00 PM

Analysis Date: 12/29/2015

Collected Date: 12/29/2015

Project: 15-41-216-01 / 11832 Atlantic

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
Green-01 451501089-0001	Green Paneling Debris - Tailings & Debris Pile	Gray/Green Non-Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile
Green-02 451501089-0002	Green Paneling Debris - Tailings & Debris Pile	Gray Non-Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile
Green-03 451501089-0003	Green Paneling Debris - Tailings & Debris Pile	Gray Non-Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile
Tan-01 451501089-0004	Tan Paneling Debris - Tailings & Debris Pile	Gray Non-Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile
Tan-02 451501089-0005	Tan Paneling Debris - Tailings & Debris Pile	Gray Non-Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile
Tan-03 451501089-0006	Tan Paneling Debris - Tailings & Debris Pile	Gray Non-Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile

Analyst(s)

Wesene Sebnat (6)

Arturo Casas Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by LA Testing Sierra Madre, CA NVLAP Lab Code 102116-0, CA ELAP 1269

Initial Report From: 12/29/2015 19:07:33



Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

451501089

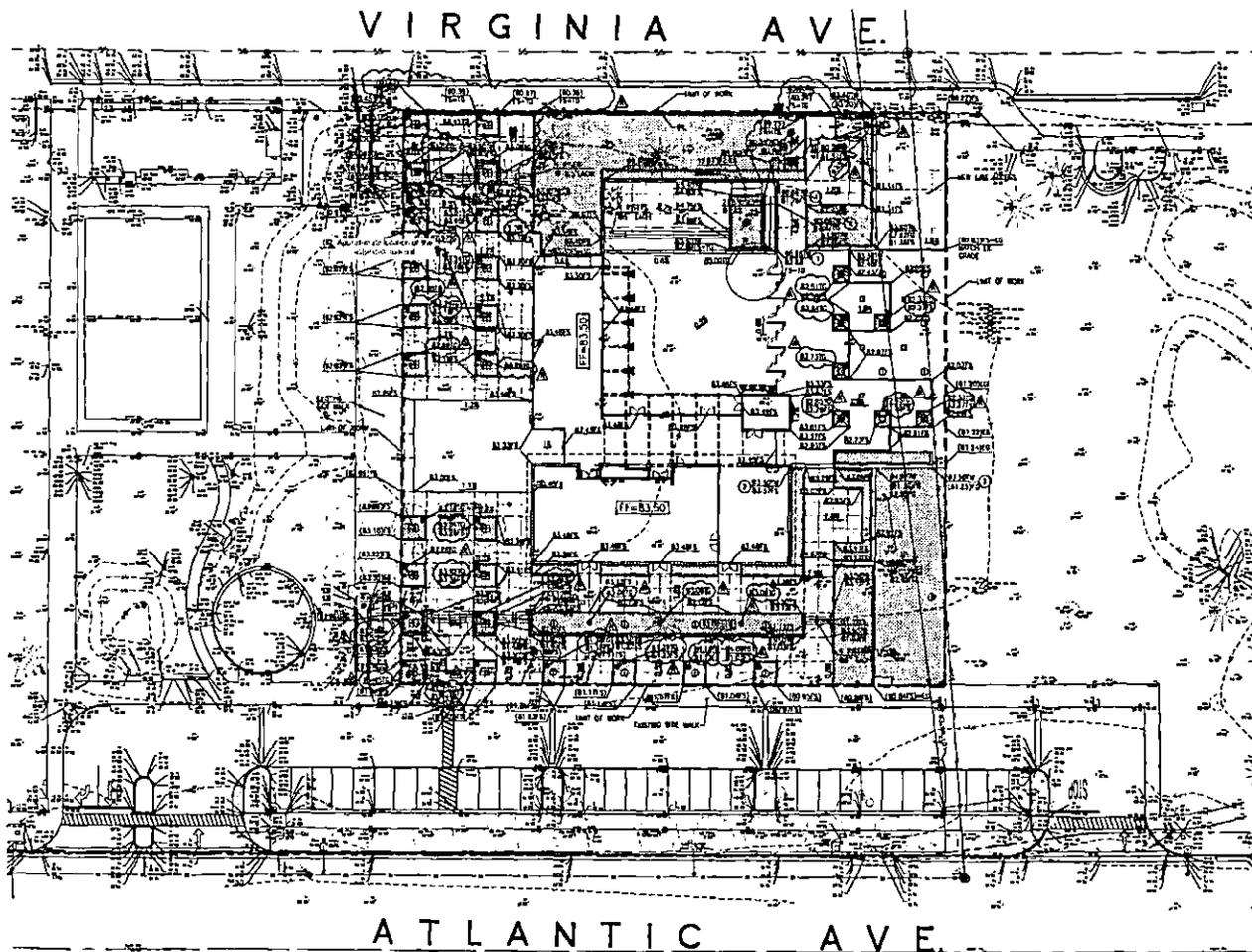
82 W. Sierra Madre Boulevard

Sierra Madre, CA 91024

PHONE: 626-355-4711

FAX: 626-355-4497

Company : Converse Consultants		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments**</small>	
Street: 222 East Huntington Drive Suite 211		<i>Third Party Billing requires written authorization from third party</i>	
City: Monrovia	State/Province: CA	Zip/Postal Code: 91016	Country: United States
Report To (Name): Norman EK		Telephone #: 626-930-1200	
Email Address: netke@converseconsultants.com		Fax #: 626-930-1212	Purchase Order:
Project Name/Number: 15-41-216-01		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail	
U.S. State Samples Taken: CA 11932 Atlantic		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour <input checked="" type="checkbox"/> 6 Hour <input checked="" type="checkbox"/> 4 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
<small>*For TEM Air 3 hr through 6 hr, please call ahead to schedule. **There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.</small>			
PLM - Bulk (reporting limit)		TEM - Bulk	
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NIOSH 9002 (<1%) <input type="checkbox"/> NY ELAP Method 198.1 (friable in NY) <input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY) <input type="checkbox"/> OSHA ID-191 Modified <input type="checkbox"/> Standard Addition Method		<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1 <input type="checkbox"/> NY ELAP Method 198.4 (TEM) <input type="checkbox"/> Chatfield Protocol (semi-quantitative) <input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2 <input type="checkbox"/> TEM Qualitative via Filtration Prep Technique <input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique	
		Other	
		<input type="checkbox"/>	
<input checked="" type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Date Sampled:	
Samplers Name:		Samplers Signature:	
Sample #	HA #	Sample Location	Material Description
Green 01		↓	Green Paneling Debris
Green 02			
Green 03			
Tan 01		↓	Tan Paneling Debris
Tan 02			
Tan 03			
Client Sample # (s):		Total # of Samples:	
Relinquished (Client): <i>Robert Steinfeld</i>		Date: 12/29/15	Time: 1:30
Received (Lab): <i>(Signature)</i>		Date: 12.29.15	Time: 1:00 PM
Comments/Special Instructions:			



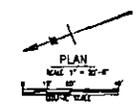
CONSTRUCTION NOTES:

- ① TOP OF WALL TO ALSO BE TOP OF COOP DRIVE ON BUILDING PER ARCHITECTURAL ELEVATIONS.
- ② TOP OF WALL TO ALSO BE TOP OF FINISHES ON BUILDING PER ARCHITECTURAL ELEVATIONS.

LEGEND:

- LIMIT OF ROW
- AREA DRAIN
- ▨ LANDSCAPE

NOTE:
PROVISIONS FOR CONSTRUCTION DRAINAGE SHALL BE MADE AT ALL TIMES.



LPA
 11002 Atlantic Ave
 Lynwood, California 90262
 TEL: (213) 941-1000 FAX: (213) 941-1001



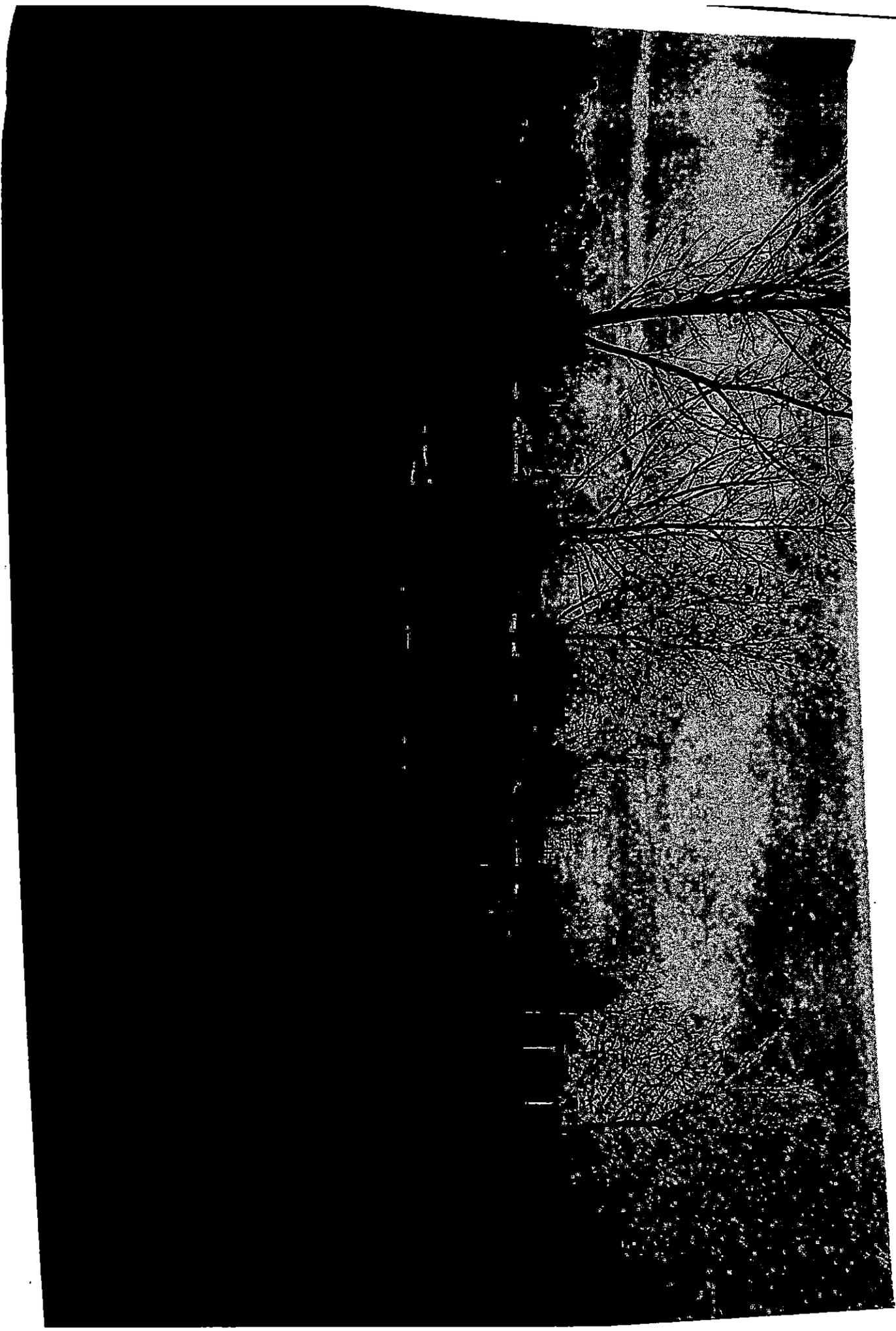
JOHN LINN PARK
 PHASES II
 11002 Atlantic Ave
 Lynwood, California 90262

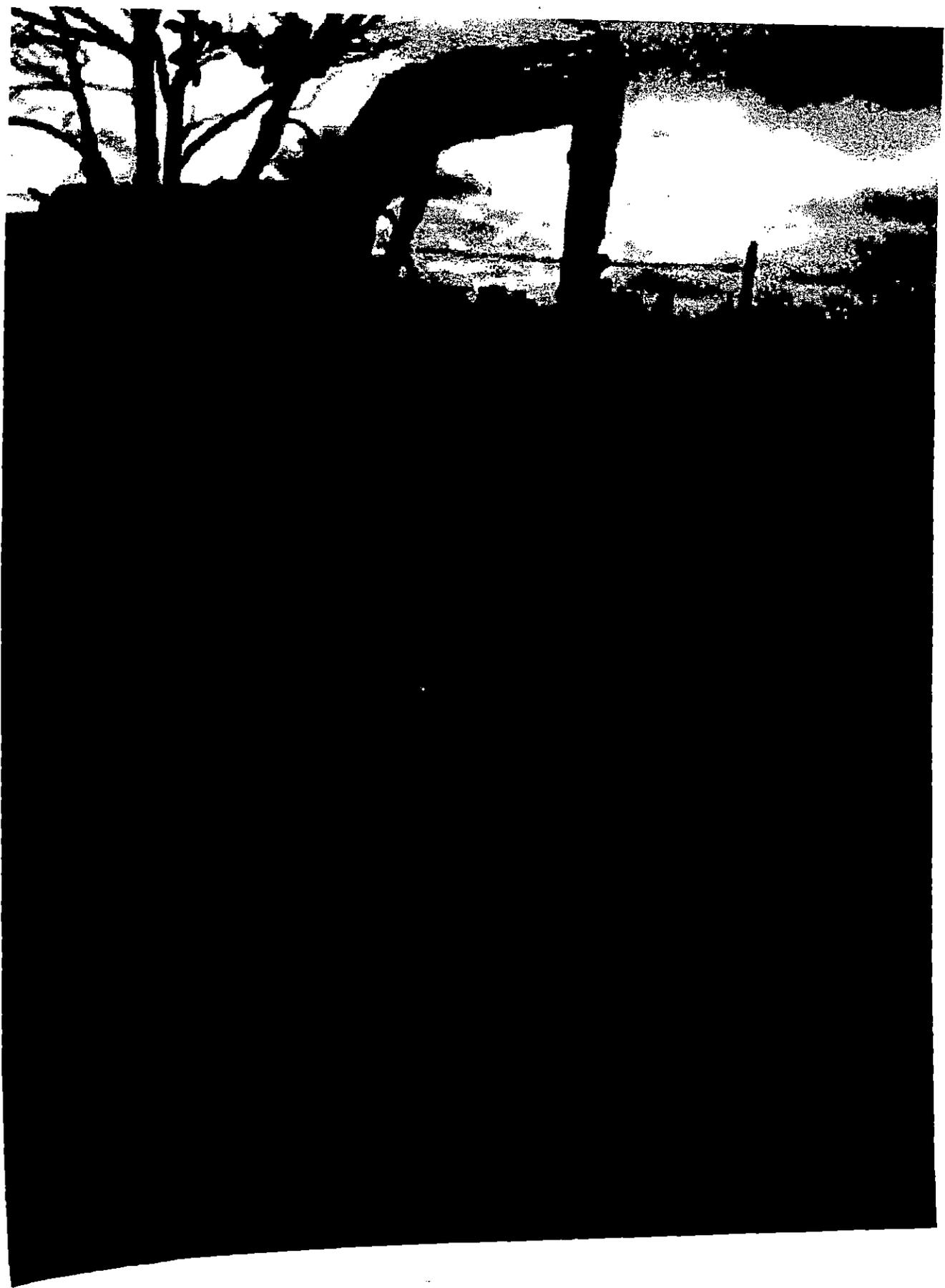
DATE	DESCRIPTION

NO.	NAME	DATE

NO.	NAME	DATE

DATE: 11/11/88
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 TITLE: GRADING & DRAINAGE PLAN







January 25, 2016

Ms. Lorry Hempe
Public Works Special Projects Manager
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

**RE: Yvonne Burke – John D. Ham Park Community Center
11832 Atlantic Avenue, Lynwood, California
SCAQMD Rule 1403 – Procedure 5 Work Plan**

Dear Ms. Hempe:

As per your request through GKK Works, Vista Environmental Consulting (Vista) performed an assessment of debris which appears to be siding or roofing tiles uncovered during excavation activities at the Burke-Ham Park Community Center Site, with site address of 11832 Atlantic Avenue in Lynwood, California. The site is owned by the City of Lynwood (the City), and is being developed to add a future community center. The purpose of this assessment was to determine if the uncovered tiles actually contain asbestos, identify if any other suspect materials were present, and to determine the proper course of action in case asbestos-containing materials were identified.

Vista employee Andrew Schmidt assessed the site on January 13, 2016. The assessment report is dated January 25, 2016, and is incorporated herewith as an appendix to this work plan. In summary, existing limited sampling confirmed that the suspect tile debris was asbestos-containing, with the tile debris containing 15% Chrysotile Asbestos.

Since the planned scope of work for the subject facility includes construction activities at the site, and the current condition of the known asbestos-containing materials is not suitable for long-term storage of an asbestos containing material, it has been recommended that the tile debris and associated dirt be removed under the auspices of this Procedure 5 Work Plan in accordance with South Coast Air Quality Management District (SCAQMD) Rule 1403.

The removal activities are planned to begin in accordance with the proper Rule 1403 notification process and following formal acceptance and approval of this Procedure 5 Work Plan by the SCAQMD.

Project Objective:

The primary objective of this work plan is to provide work procedures to safely and properly remove and dispose of the identified asbestos-containing debris identified at the project site, as well as to have a procedure in place for addressing any future asbestos-containing materials that may be uncovered at the project site during upcoming excavation and construction activities.

These work procedures are intended to comply with all applicable rules and regulations, ensure the safety of all workers and control emissions to the environment while completing the clean-up, removal and proper disposal of the piping materials.

Background:

The subject site is currently a park, and is the planned to have a new community center constructed at the project site. Identification of the asbestos-containing debris occurred during construction activities related to this project.

During the course of excavation activities, a number of pieces of what appear to be siding or roofing tiles were removed, along with dirt, by excavation equipment. Since unknown debris was discovered, the excavator deemed it prudent to lay down polyethylene sheeting, and stockpiled the dirt and debris atop that sheeting. The tiles and tile shards identified within the dirt was tested and found to contain asbestos in regulated amounts. Though the tiles themselves are not friable, the damaged pieces and shards have been deemed friable, since they were damaged by mechanical force.

This Procedure 5 has been developed to properly remove and dispose of the known pieces of asbestos-containing debris, and related asbestos-impacted soil, as well as to create a procedure for addressing any additional asbestos-containing materials that may be identified at the subject project site.

The entity responsible for the removal of the known asbestos-containing materials is the site owner, the City of Lynwood, with offices at 11330 Bullis Road in Lynwood, California 90262.

The licensed abatement contractor which will be performing the asbestos-related work will be Quality Environmental, Inc. (hereinafter referred to as QEI), with physical address at 13123 Lakeland Road, Suite A, Santa Fe Springs, California. QEI's CSLB License Number is 876494, and their Cal/DOSH Asbestos Registration Number is 947.

VISTA estimates that there is approximately three cubic yards of asbestos-impacted soil and asbestos-containing tile debris at one locations. All of this material will eventually be impacted, and requires removal and disposal, along with all suspect debris and the impacted soil, two inches deep, beneath the location of the subject ACM, if any is found to be present beneath the polyethylene sheeting it is currently sitting atop.

Asbestos-Containing Tile Debris (and Impacted Soil)

- QEI will coordinate all items of work with VISTA, the retained Certified Asbestos Consultant (CAC) for this project.
- QEI will install worker decontamination unit as follows:
 - A worker decontamination enclosure system shall be provided adjacent to each work area known to contain an asbestos-containing debris (currently only one). This will be the location through which authorized personnel will enter and exit the regulated work area.
 - Worker decontamination enclosure systems constructed at the Project Site shall utilize six-mil fire-retardant polyethylene sheeting, or other approved materials for privacy, and shall satisfy the requirements of 8 CCR 1527 and 8 CCR 1529.
 - The Personnel Decontamination Unit shall not be located inside the work area unless otherwise authorized by Vista.

- Alternate methods of providing Decontamination facilities may be submitted to the Project Environmental Consultant for approval. Do not proceed with any such method(s) without the written authorization of Vista and Owner's Representative.
- The worker decontamination enclosure system shall consist of at least a cleaning station and contain one or more locations as necessary to adequately accommodate workers. Each cleaning location shall be supplied with adequate water, cleansing agents and towels for the crew performing the work.
- QEI will establish a regulated area where the asbestos-containing debris and impacted soil will be removed. This will include the installation of asbestos barrier tape, at least twenty feet in all directions from the known stockpile, and appropriate signage, in English and Spanish, which satisfy the requirements of 8 CCR 1529 and SCAQMD Rule 1403.
- Vista will collect representative air samples during all asbestos related work activities. The air samples will be analyzed on site by Phase Contrast Microscopy (PCM) in accordance with NIOSH Method 7400.
- QEI will be responsible for all personal exposure monitoring of their workers.
- Asbestos Handlers shall don personnel protective equipment that includes two full body protective suits with integral head and foot coverings, APR's equipped with P-100 filters, and other appropriate safety equipment, as required.
- QEI shall begin abatement activities by placing additional polyethylene sheeting on the ground for a minimum of six feet around all four sides of the existing stockpile and the polyethylene sheeting it is currently sitting atop.
- QEI will adequately wet any debris or dirt associated with the stockpiled debris and dirt, as well as any observed atop the newly-laid sheeting, prior to the removal of the asbestos-containing debris and impacted soil from the regulated area.
- All debris and impacted soil located atop the polyethylene sheeting at the subject location are known to be asbestos-containing or expected to be asbestos-contaminated, and will be immediately double-bagged or wrapped in a two layers of six-mil transparent leak tight polyethylene sheeting, and properly labeled in accordance with SCAQMD Rule 1403, and 8 CCR 1529. Bags or wrapped waste shall be transported directly to either a roll top poly-lined, labeled and lockable dumpster or a poly-lined, labeled and lockable box truck, certified for hauling for transport and disposal as Hazardous, Friable Asbestos-Containing Materials.
- During all removal and wrapping of asbestos-containing materials QEI will adequately wet the materials so that no visible dust is generated.
- For all friable material and small areas of debris, including dirt, QEI will remove and containerize all visible accumulations of asbestos and asbestos contaminated debris.
 - Asbestos containing/contaminated waste shall be placed in disposal bags. Disposal bags shall be doubled transparent, leak tight six-mil polyethylene, pre-printed with labels as required by SCAQMD Rule 1403, EPA regulation 40 CFR 61.152 (b) (I) (iv), CAL-OSHA Title 8 CCR Section 5208, 8 CCR 1529, and if applicable Title 22 CCR Section 66504.

- Following removal and clean-up of the stockpiled area, the polyethylene sheeting atop which the stockpile of asbestos-containing debris and soil are currently sitting shall be removed, beginning at the corners and folding the sheeting atop itself, to ensure that all dirt and debris atop the polyethylene sheeting remains in the sheeting. This poly waste shall be immediately bagged and treated as friable asbestos waste as further described above.
- Vista will inspect the regulated area for remaining asbestos-containing debris.
- Should asbestos-containing debris be identified, Vista will direct QEI to immediately wet the debris and clean-up the debris. Any debris observed, either in areas recently excavated or in the area which was covered by the stockpile and polyethylene sheeting shall be isolated and abated, as outlined above, including increasing the demarcated area, manual removal, and immediate bagging of waste debris. If additional debris is observed, it shall be assumed to be asbestos-containing, and all dirt for three inches in all directions of asbestos-containing debris shall be assumed to be asbestos-contaminated, and shall also be removed and bagged as friable asbestos waste.
- Following clean-up operations, VISTA will perform a final visual inspection to ensure that all identified asbestos-containing debris has been removed.
- QEI will then decontaminate all tools and equipment, as appropriate, at the end of each work shift.

Additional Asbestos-Containing Materials (if encountered below grade)

The following procedures are set in place for the possibility that additional suspect or known asbestos-containing materials are identified at the project site. At present, these procedures are informational only, and are not expected to be needed.

- QEI will coordinate all items of work with Vista. This shall include the immediate demarcation of the regulated area utilizing Asbestos Warning Tape and Asbestos Warning Signs, in English and Spanish, which comply with SCAQMD Rule 1403 and 8 CCR 1529.
- QEI will install worker decontamination unit as follows:
 - Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the work area. As a minimum, one system at a single location is required.
 - Worker decontamination enclosure systems constructed at the Project Site shall utilize six-mil fire-retardant polyethylene sheeting, or other approved materials for privacy.
 - The Personnel Decontamination Unit shall not be located inside the work area unless otherwise authorized by Vista.
 - Alternate methods of providing Decontamination facilities may be submitted to the Project Environmental Consultant for approval. Do not proceed with any such method(s) without the written authorization of Vista and Owner's Representative.

- The worker decontamination enclosure system shall consist of at least a cleaning station and contain one or more locations as necessary to adequately accommodate workers. Each cleaning location shall be supplied with adequate water, cleansing agents and towels.
- QEI will establish a regulated area where the asbestos-containing materials will be removed. This will include the installation of asbestos barrier tape and appropriate signage in English and Spanish, as further described above.
- VISTA will collect representative air samples during all asbestos related work activities.
- The air samples will be analyzed on site by Phase Contrast Microscopy (PCM) in accordance with NIOSH Method 7400.
- QEI will be responsible for all personal exposure monitoring of their workers in accordance with 8 CCR 1529, et al.
- Asbestos Handlers shall don personnel protective equipment that includes two full body protective suits with integral head and foot coverings, APR's equipped with P-100 filters and other appropriate safety equipment as required.
- QEI will adequately wet the areas where asbestos-containing materials have been identified.
- All asbestos-containing materials shall be covered with a layer of six-mil polyethylene sheeting, properly labeled, in accordance with SCAQMD Rule 1403, and 8 CCR 1529, and then covered with sandbags, CMU, or otherwise affixed with heavy weights to ensure that the polyethylene sheeting is not moved by normal weather conditions, nor spread around the site by wind or rain.
- In the event that the newly discovered asbestos-containing materials are the tiles already assessed, these materials shall be handled in a manner as described in the work plan, above.
- In the event that any other suspect materials, besides the roofing/siding tiles already tested, are identified at the project site, they shall be sampled and assessed, as required by Rule 1403, prior to being handled.

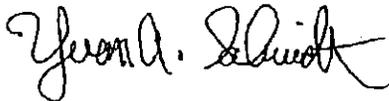
Daily Oversight and Related Operations

- Any new material that is encountered during any excavation or grading operation shall necessitate ceasing work that may impact the material. All newly-discovered materials shall be treated as though they are asbestos-containing, until such time as the subject material has been assessed and tested by a Certified Asbestos Consultant.
- During all asbestos-related removal operations, daily air samples will be collected by Vista, a third party air monitoring firm, certified by the State of California for asbestos consulting services and retained by the Owner. At a minimum, air samples will be collected both upwind and downwind of asbestos removal activities, though additional sampling may be added, if site conditions warrant this. Outside air samples shall not exceed the established ambient background level or the EPA's recommended level of 0.01 f/cc. All air samples shall be analyzed via PCM in accordance with NIOSH Method 7400.

- All asbestos-containing/contaminated materials shall be disposed of as Hazardous, Friable Asbestos-Containing Materials, unless newly-discovered materials are deemed non-friable (that will be handled during the new assessment by a CAC).
- All asbestos-containing waste shall be placed and stored in transparent leak-tight six-mil polyethylene bags and/or sheeting, sealed airtight and labeled containers, and transported to either the roll top poly-lined, labeled and lockable dumpster or a poly-lined, labeled and lockable box truck, certified for hauling for proper disposal.
- All asbestos waste manifests (hazardous and non-hazardous) shall be signed by an Owner's site representative. QEI responsible to coordinate.
- All executed hazardous waste manifests or non-hazardous material data forms shall be delivered to the Project Environmental Consultant. Record keeping format shall utilize a chain of custody form which includes the names and addresses of the Generator (Owner), Contractor, Waste Hauler, pickup site, disposal site, the estimated quantity of the asbestos waste and the type of containers used. The form shall be signed by the Generator, Contractor, Waste Hauler and the Disposal Site Operator, as the responsibility for the material changes hands.
- In the event that additional material identified as asbestos-containing is encountered, a revised notification will be submitted to SCAQMD by QEI, in the event that this increases the amount to be removed by 20%.

If you should have any questions, or if I can be of further assistance, please feel free to contact me on my mobile at 714.746.7644.

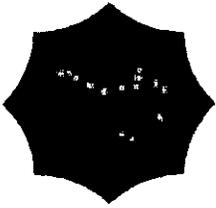
Respectfully submitted
Vista Environmental Consulting, Inc.



Yvan A. Schmidt
Senior Project Manager
Certified Asbestos Consultant No. 05-3791

Attachment – CAC Assessment

cc: Kim Harvey (GKK Works)



City of **LYNWOOD**

A City Meeting Challenges

11330 BULLIS ROAD
LYNWOOD, CALIFORNIA 90262
(310) 603-0220



January 25, 2016

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765

Re. Asbestos Removal Notification and Request for an Expedited Notification

The City of Lynwood is requesting an expedited Notification Process in order to start the abatement activities. The finding of the asbestos containing material (ACM) was unexpected. Waiting two weeks to remove the ACM would cause undue hardship for the construction of the Yvonne Burke-John D. Ham Park Community Center.

Should you have any question, please do not hesitate to contact me or Lorry Hempe, Public Works Special Projects Manager at 310-603-0220, ext. 500 or email her at lhemp@lynwood.ca.us.

Sincerely,

Raul Godinez II, P.E.
Director of Public Works/City Engineer



**CITY OF LYNWOOD
DEPARTMENT OF PUBLIC WORKS
CONTRACT CHANGE ORDER**

Date: 5/11/2016 **Contract Change Order:** 002
Project Title: Yvonne Burke-John D. Ham Park **Resolution No.:** 2015.193
Contractor: Cal-City Construction **CIP No.:** 4011.67.007

Complete Sections (1) to (6) and sign.

(1) Reason for Change

IMPORT MATERIAL IS REQUIRED TO MAKE GRADE AND THE PROPOSED IMPORT NEEDS TO BE TESTED TO CONFIRM IT IS SUITABLE FOR USE AS FILL MATERIAL ON THIS PROJECT.

(2) Description of Change

Provide import sampling including expansion index, sieve analysis, and sample pick up of potential soil import material located at: 20937 Bloomfield Ave, Lakewood, CA

(3) Location of Change

Import soil to be used on the west side of the site, portions of the southeast area, and wall backfill as needed.

(4) Change in Contract Cost

Subconsultant Cost	\$550.00
Cal-City 5% markup	\$27.50
Cal-City Bond	\$5.78
Total	\$583.28

(5) Extension of Contract (number of days)

(6) New Contract Total including all Change Orders.

(a) Original Contract Sum was	\$ 4,650,000.00
(b) Net Change by previously authorized change orders.....	\$ 6,275.00
Change Order No. 1	\$ 6,275.00
Change Order No.	\$ -
Change Order No.	\$ -
(c) Contract Sum prior to this change order was (a+b).....	\$ 4,656,275.00
(d) This Contract Change Order.....	\$ 583.28
(e) The New Contract Sum including this change order (c + d).....	\$ 4,656,858.28

The changes or interpretations described and noted are hereby authorized. The signed original of this order is on file with City of Lynwood Public Works Department.

Contractor: Cal-City Construction, Inc

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this is approved, that we will provide all supervision and equipment, furnish all material, and perform all services necessary for the above specified work, including field and home office expense and will accept as full payment therefor the prices shown above. This Change Order represents complete compensation for all costs, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work. This Change Order becomes part of and in conformance with the existing contract agreement.

Approved: Woo S. Lim
Woo S. Lim/President

Date 6-27-2016

City of Lynwood
Approved: Raul Godinez II
Raul Godinez II, P.E.
Director of Public Works/City Engineer

Date 6.28.16

Approved: J. Arnoldo Beltrán
J. Arnoldo Beltrán
City Manager/Mayor

Date 6-30-16



**CITY OF LYWOOD
DEPARTMENT OF PUBLIC WORKS
CONTRACT CHANGE ORDER**

Date: 8/24/2016 **Contract Change Order:** 003
Project Title: Yvonne Burke-John D. Ham Park **Resolution No.:** 2015 193
Contractor: Cal-City Construction **CIP No.:** 4011 67 007

Complete Sections (1) to (6) and sign.

(1) Reason for Change

REQUEST FROM CITY STAFF FOR ADDITIONAL POWER OUTLETS, DATA OUTLETS, COAX CABLE, AND SPEAKER LOCATIONS

(2) Description of Change

Provide additional power outlets, data outlets, speakers and coax cable per attached drawings
 Worked to be performed on a Time and Materials Basis Not-to-Exceed the amount on this change order

(3) Location of Change

In Admin area, MPP, and Game Room

(4) Change in Contract Cost

Subcontractor Cost - Part 1 Power and Data Revisions	\$10,265.80
Subcontractor Cost - Part 2 AV Revisions	\$10,073.15
Subcontractor Subtotal	\$20,338.95
Cal-City 5% markup	\$1,016.95
Cal-City Bond	\$213.56
Total	\$21,569.46

(5) Extension of Contract (number of days)

(6) New Contract Total including all Change Orders.

(a) Original Contract Sum was	\$ 4,650,000.00
(b) Net Change by previously authorized change orders	\$ 8,383.43
Change Order No. <u>001</u>	\$ 6,275.00
Change Order No. <u>002</u>	\$ 583.28
Change Order No. <u>005</u>	\$ 1,525.15
(c) Contract Sum prior to this change order was (a+b)	\$ 4,658,383.43
(d) This Contract Change Order	\$21,569.46
(e) The New Contract Sum including this change order (c + d)	\$ 4,679,952.89

The changes or interpretations described and noted are hereby authorized. The signed original of this order is on file with City of Lynwood Public Works Department.

Contractor: Cal-City Construction, Inc

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this is approved, that we will provide all supervision and equipment, furnish all material, and perform all services necessary for the above specified work, including field and home office expense and will accept as full payment therefor the prices shown above. This Change Order represents complete compensation for all costs, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change impact on the unchanged work. This Change Order becomes part of an in continuance with the existing contract agreement.

Approved _____ Date 8-25-16

City of Lynwood Approved _____ Date 8-29-16
 Raul Godinez II, P.E.
 Director of Public Works/City Engineer

Approved _____ Date 8-31-16
 J. Arnoldo Belltran
 City Manager/Mayor

ALPHA ONE ELECTRIC, INC.

730 Rosecrans, Gardena, CA 90247

Ph#: 310-579-5568 & 310-709-0162

email: alfonso1730@yahoo.com

C10 Lic. # 919514

CHANGE ESTIMATE

To: Cal-City Construction Date: August 21, 2016
Project: Yvonne Burke Park
GC Job # _____ COR/RFI# _____
ATTN: Arturo Osorio Job # _____ AOE CO # _____

Gentlemen:

This CHANGE ESTIMATE is a request for a CHANGE ORDER to your contract by reason of:

NOTE -

Adding New Power and Data

This CHANGE ORDER will INCREASE your contract price in the amount of tax included. A cost breakdown follows on the next sheet.

\$8,315.80

We await your instructions and written authorization to proceed. A copy of this request is attached for your signature in the event you do not wish to use your own form.

Prices quoted are good only for _____ days from the above date. AOE standard exclusions and clarifications will apply unless otherwise noted. AOE is hereby granted _____ working days for this CHANGE ORDER.

Sincerely,

Prepared by: Alpha One Electric, Inc.

Date

ACCEPTED BY:

Name and Company

Sign and Date.

PART 1 POWER & DATA REVISIONS	
Alpha One Electric Total	\$8,315.80
Am-Tec Security Total (low voltage wiring)	<u>\$1,950.00</u>
Subtotal	\$10,265.80

CHANGE ESTIMATE - COST BREAKDOWN

JOB # _____
AOE CO # _____

Date: _____

COSTS ASSOCIATED WITH THIS ADDITIONAL WORK ARE AS FOLLOWS:

- 1- 3/4" EMT - 1000/\$725.16
- 2- 3/4" EMT Couplings - 100/\$85.00
- 3- 3/4" EMT Connectors - 230/\$21.15
- 4- 3/4" EMT 1 Hole Straps - 200/\$190.00
- 5- 4/S Blank Covers - 20/\$47.81
- 6- 4/S Boxes - 20/\$40.00
- 7- 20a Receptacles - 8/\$14.86
- 8- #12 THHN Wire - 1400/\$148.15
- 9-
- 10-

EQUIPMENT

- 11- (1 Man x \$70/hr x 86 hrs) + 15% O.P. = \$6,923.00
- 12-
- 13-
- 14-
- 15-

Subtotal	<u>1,271.97</u>
Sales Tax	
Materials	<u>120.83</u>
Equipments	
Labor	<u>6,923.00</u>
GRAND TOTAL	<u>8,314.00</u>



Page No. _____ of _____ Pages **8097**

PROTECTION SYSTEM PROPOSAL

DATE 6/5/2016	SALESPERSON Jeff Torok
CUSTOMER/COMPANY NAME Yvonne Burke-John D. Ham Park	
SYSTEM LOCATION 11832 Atlantic Ave. Linwood, CA 90262	
E-MAIL ADDRESS jlim@cal-city.com	SITE CONTACT James
PHONE 562-404-4820	FAX NO

To:

We hereby submit specifications and estimates for: **DATA & PHONE JACKS CHANGE ORDER**

>	5-CAT6 DATA AND PHONE JACK COMBOS	\$ 390.00	\$ 1,950.00
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> **TOTAL** **\$1,950.00**

We Propose hereby to furnish this Protection Systems including material and labor - complete in accordance with above specifications, for the sum of .

One Thousand Nine Hundred Fifty & 00/100

_____ dollars (\$ 1,950 00).

Payable As Follows:

DEPOSIT \$ _____

DUE UPON COMPLETION..... \$ 1,950.00

Author. Co. Rep. _____ Date _____ This Proposal may be withdrawn by us if not accepted within _____ days.

Co. Approver (Title) _____ Date _____

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be done only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Additional Terms

Monitoring Services:

Current rate for 24 hour burglary/fire system monitoring is \$ _____ payable _____

Acceptance Of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Signature (Title) _____ Date _____ Signature (Title) _____

ALPHA ONE ELECTRIC, INC.

730 Rosecrans, Gardena, CA 90247

Ph#: 310-579-5568 & 310-709-0162

email: alfonso1730@yahoo.com

C10 Lic. # 919514

CHANGE ESTIMATE

To: Cal-City Construction Date: July 17, 2016

 Project: Yvonne Park

 GC Job # _____ COR/RFI# _____
 ATTN: Arturo Osorio Job # _____ AOE CO # _____

Gentlemen:

This CHANGE ESTIMATE is a request for a CHANGE ORDER to your contract by reason of:

NOTE -

Install conduit for the P.A. system

\$10,073.15

This CHANGE ORDER will INCREASE your contract price in the amount of tax included. A cost breakdown follows on the next sheet.

~~\$10,138.85~~

We await your instructions and written authorization to proceed. A copy of this request is attached for your signature in the event you do not wish to use your own form.

Prices quoted are good only for _____ days from the above date. AOE standard exclusions and clarifications will apply unless otherwise noted. AOE is hereby granted _____ working days for this CHANGE ORDER.

Sincerely,

Prepared by: Alpha One Electric, Inc.

Date

ACCEPTED BY

Name and Company

Sign and Date

PART 2 - AV REVISIONS SUBTOTAL = \$10,073.15

CHANGE ESTIMATE - COST BREAKDOWN

JOB # _____
AOE CO # _____

Date:

COSTS ASSOCIATED WITH THIS ADDITIONAL WORK ARE AS FOLLOWS:

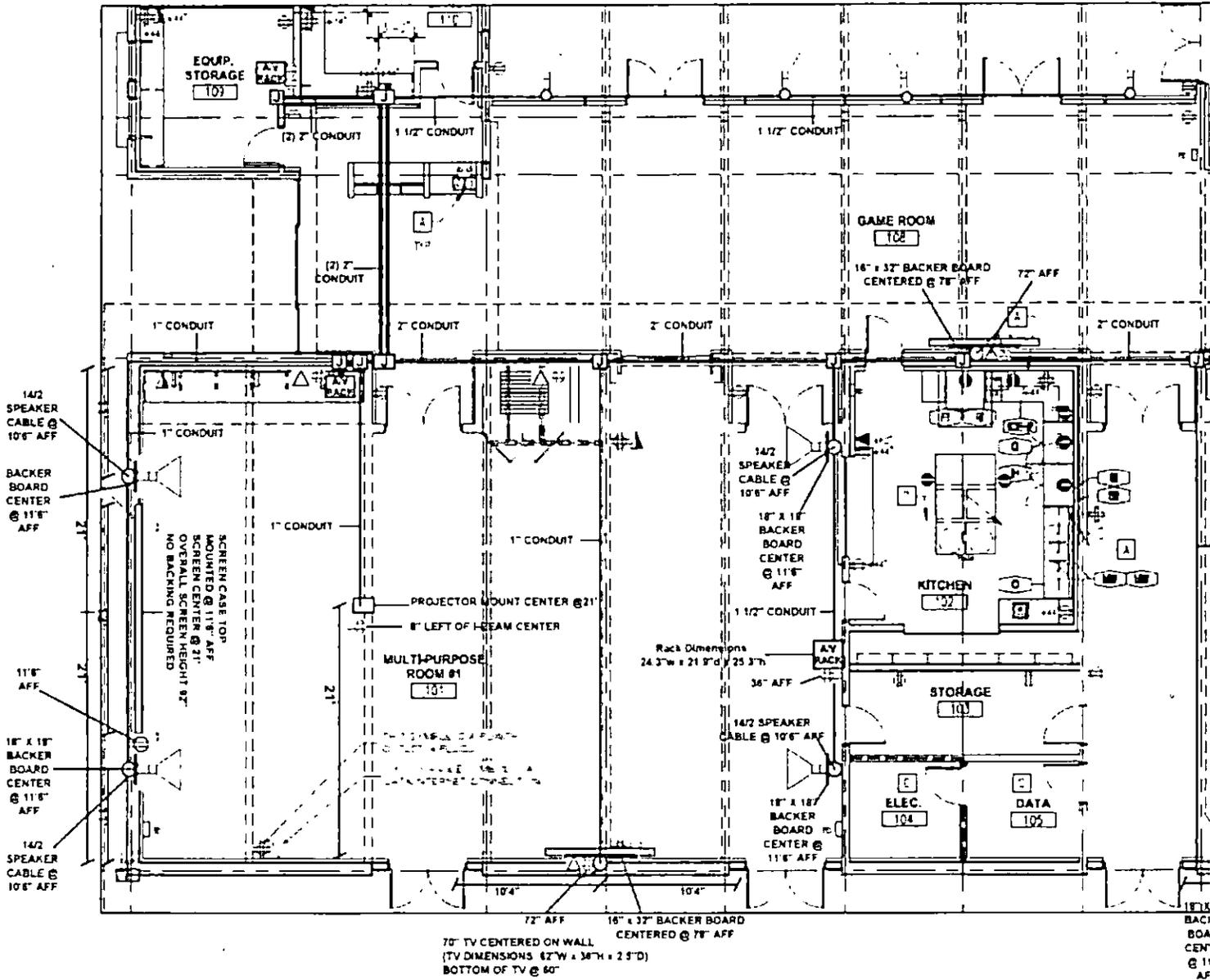
- 1- 2" EMT - 275/\$398.35
- 2- 2" EMT Couplings - 30/\$136.70
- 3- 2" EMT Connectors - 22/\$75.55
- 4- 2" EMT Power Clamps - 45/\$97.00
- 5- 1" EMT - 260/\$171.75
- 6- 1" EMT U/Clamps - 46/\$31.50
- 7- 1" EMT Couplings - 25/\$23.48
- 8- 1" EMT Connectors - 15/\$19.00
- 9- 12x12x6 Box - 4/\$101.00
- 10- 2" EMT 90 - 6/\$58.14

EQUIPMENT

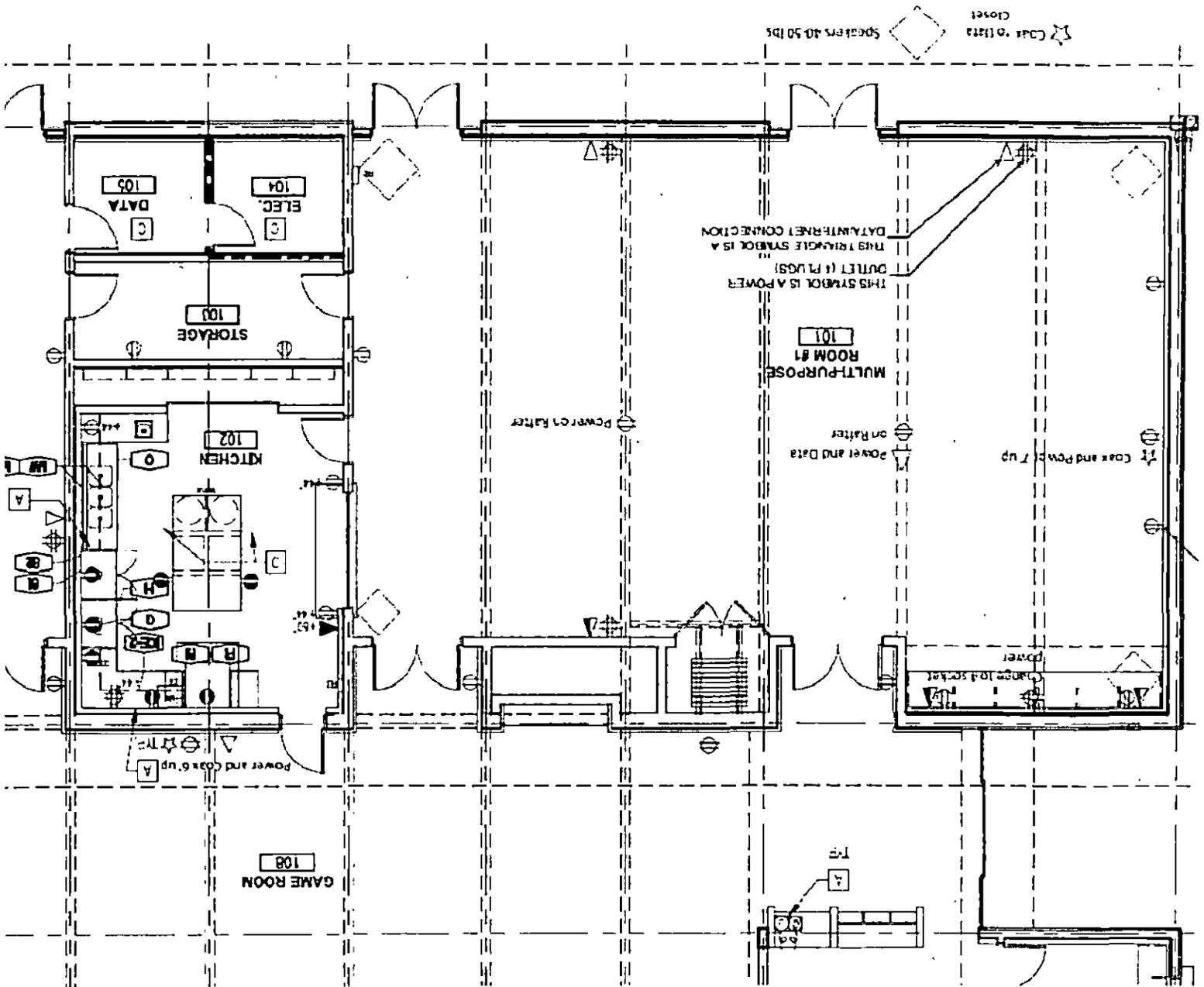
- 11- (1 Man x \$70/hr x 110 hrs) + 15% O.P. = \$1,155.00
- 12-
- 13-
- 14-
- 15-

PART 2 - AV REVISIONS
SUBTOTAL = \$10,073.15

	1,112.47
Subtotal	<u>1,172.47</u>
Sales Tax	105.68
Materials	<u>111.38</u>
Equipments	_____
Labor	<u>8,855.00</u>
GRAND TOTAL	<u>10,138.85</u>
	\$10,073.15



	310-301-8281 info@mwaudio.com www.mwaudio.com	Client: City of Lynwood Project: Ham Park Design: A/V Power and Conduit Plan	6/29/2016 Version 5 Design by: Michae
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**CITY OF LYNWOOD
DEPARTMENT OF PUBLIC WORKS
CONTRACT CHANGE ORDER**

Date: 8/23/2016 **Contract Change Order:** 004
Project Title: Yvonne Burke-John D. Ham Park **Resolution No.:** 2015.193
Contractor: Cal-City Construction **CIP No.:** 4011.67.007

Complete Sections (1) to (6) and sign.

(1) Reason for Change

REQUEST FROM CITY STAFF TO PROVIDE TIME WARNER CABLE SERVICE TO THE NEW COMMUNITY CENTER BUILDING

(2) Description of Change

Add 3" pvc conduit for new Time Warner service. A portion of this conduit can be installed in the new trench for AT&T conduit. The remaining portion to the run will require new trenching and backfill.

(3) Location of Change

Along the south side of the site and a portion of the west side of the site to underground connection to the Utility

(4) Change in Contract Cost

Subconsultant Cost	\$3,990.27
Cal-City Sx markup	\$199.51
Cal-City Bond L.	\$11.90
Total	\$4,231.68

(5) Extension of Contract (number of days)

(6) New Contract Total including all Change Orders.

(a) Original Contract Sum was	\$ 4,650,000.00
(b) Net Change by previously authorized change orders	\$ 8,383.43
Change Order No. <u>001</u>	\$ 6,275.00
Change Order No. <u>002</u>	\$ 583.28
Change Order No. <u>005</u>	\$ 1,525.15
(c) Contract Sum prior to this change order was (a+b)	\$ 4,658,383.43
(d) This Contract Change Order	\$4,231.68
(e) The New Contract Sum including this change order (c + d)	\$ 4,662,615.11

The changes or interpretations described and noted are hereby authorized. The signed original of this order is on file with City of Lynwood Public Works Department.

Contractor: Cal-City Construction, Inc

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this is approved, that we will provide all supervision and equipment, furnish all material, and perform all services necessary for the above specified work including field and home office expense and will accept as full payment therefor the prices shown above. This Change Order represents complete compensation for all costs, direct and indirect, associated with the work and time agreed herein, including but not limited to all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work. This Change Order becomes part of, and in conformance with the existing contract agreement.

Approved		Date	8-25-16
	Won S. Lim, President		
City of Lynwood Approved		Date	8-29-16
	Raul Godínez II, P.E. Director of Public Works/City Engineer		
Approved		Date	8-31-16
	J. Arnoldo Beltrán City Manager/Mayor		

ALPHA ONE ELECTRIC, INC.

730 Rosecrans, Gardena, CA 90247

Ph#: 310-579-5568 & 310-709-0162

email: alfonso1730@yahoo.com

C10 Lic. # 919514

CHANGE ESTIMATE

To: Cal-City Construction Date: June 8, 2016
Project: Yvonne Burke Park
GC Job # _____ COR/RFI# _____
ATTN: Arturo Osorio and John Seo Job # 2 AOE CO # _____

Gentlemen:

This CHANGE ESTIMATE is a request for a CHANGE ORDER to your contract by reason of:

NOTE -

Install 3" PVC Conduit for ~~AT&T~~ Timewarner Cable

This **CHANGE ORDER** will INCREASE your contract price in the amount of tax included. A cost breakdown follows on the next sheet.

\$3,990.27

We await your instructions and written authorization to proceed. A copy of this request is attached for your signature in the event you do not wish to use your own form.

Prices quoted are good only for _____ days from the above date. AOE standard exclusions and clarifications will apply unless otherwise noted. AOE is hereby granted _____ working days for this **CHANGE ORDER**.

Sincerely,

Prepared by: Alpha One Electric, Inc.

Date

ACCEPTED BY:

Name and Company

Sign and Date.

CHANGE ESTIMATE - COST BREAKDOWN

JOB # 2
AOE CO # _____

Date: _____

COSTS ASSOCIATED WITH THIS ADDITIONAL WORK ARE AS FOLLOWS:

- 1- 3" PVC Conduit - 280/\$422.80
- 2- 3" PVC 90 - 3/\$105.00
- 3- 3" PVC Chair - 56/\$78.40
- 4- 3" PVC Coupling - 6/\$15.30
- 5- Glue and Primer - 2/\$15.00
- 6- Gravel- \$200.00
- 7- Underground 90' - \$1530.00
- 8-
- 9-
- 10-

EQUIPMENT

- 11- (20 Hours x 1 Man x \$70/hr) + 15% O.P. = \$1610
- 12-
- 13-
- 14-
- 15-

Subtotal	<u>776.50</u>
Sales Tax	
Materials	<u>73.76</u>
Equipments	<u>1,530.00</u>
Labor	<u>1,610.00</u>
GRAND TOTAL	<u>3,990.27</u>

GOMEZ BACKHOE SERVICE

Final Bill

To: Alpha One Electric
730 W. Rosecrans Ave.
Gardena , CA 90247

From: Gomez Backhoe Service
11570 Honeylgen RD
Pacoima, CA 91331

Job Site: 11832 Atlantic Ave.
Lynwood, CA

Job description, rate, total price

Trench of 90 linear feet was excavated (price includes excavation, backfill, and compaction).

Rate: Each linear foot is priced at \$17.00

Total Price: \$1,530.00

Shall you have any questions or concerns, please feel free to contact me directly at:
(818) 822-3821.

Thank you,

Javier Gomez



**CITY OF LYWOOD
DEPARTMENT OF PUBLIC WORKS
CONTRACT CHANGE ORDER**

Date: 6/28/2016 Contract Change Order: 005
 Project Title: Yvonne Burke-John D. Horn Park Resolution No.: 2015.193
 Contractor: Cal-City Construction CIP No.: 4011.67.007

Complete Sections (1) to (6) and sign.

(1) Reason for Change

EXISTING 10" FIRE WATER LINE FROM PHASE 1 PROJECT IS NOT IN THE LOCATION PER THE AS-BUILT PLANS AND CONFLICTS WITH NEW WALL

(2) Description of Change

Provide all labor, material, equipment and supervision to cut and cap the existing 10" Fire line that conflicts with the location of the new cmu wall on the east side of the site and fill 80 lf of the pipe with slurry. Costs include pumping water from the existing line.

(3) Location of Change

East side of site at location of new cmu wall and existing 10" fire line.

(4) Change in Contract Cost

Subconsultant Cost	\$1,438.14
Cal-City 5% markup	\$71.91
Cal-City Bond	\$15.10
Total	\$1,525.15

(5) Extension of Contract (number of days)

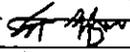
(6) New Contract Total including all Change Orders.

(a) Original Contract Sum was	\$ 4,650,000.00
(b) Net Change by previously authorized change orders.....	\$ 6,858.28
Change Order No. <u>001</u>	\$ 6,275.00
Change Order No. <u>002</u>	\$ 583.28
Change Order No. _____	\$ -
(c) Contract Sum prior to this change order was (a+b).....	\$ 4,656,858.28
(d) This Contract Change Order.....	\$ 1,525.15
(e) The New Contract Sum including this change order (c + d).....	\$ 4,658,383.43

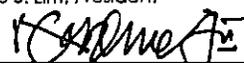
The changes or interpretations described and noted are hereby authorized. The signed original of this order is on file with City of Lynwood Public Works Department.

Contractor: Cal-City Construction, Inc

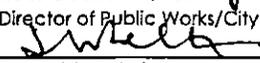
We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this is approved, that we will provide all supervision and equipment, furnish all material, and perform all services necessary for the above specified work, including field and home office expense and will accept as full payment therefor the prices shown above. This Change Order represents complete compensation for all costs, direct and indirect, associated with the work and time agreed herein, including but not limited to, all costs incurred for extended overhead, disruption or suspension of work, labor inefficiencies, and the change's impact on the unchanged work. This Change Order becomes part of and in conformance with the existing contract agreement.

Approved: 
 Woo S. Lim, President

Date 6-28-16

City of Lynwood
 Approved: 
 Raul Godinez II, P.E.
 Director of Public Works/City Engineer

Date 6-28-16

Approved: 
 J. Arnoldo Beltrán
 City Manager/Mayor

Date 6-30-16



16782 Intrepid Lane
 Huntington Beach, CA
 Phone (562)592-2138
 Fax (562)592-0829
 Lic. # 766223

CHANGE ORDER #1

JOB NAME: Yvonne Burke – John Hamm

DATE: June 28, 2016

Pursuant to your authorization and/or request, changes in the work specified at the above job will be made.

It is hereby agreed that such change in the work will constitute a Change Quotation to the contract in the sum of \$1,438.14 which shall modify the original value of the contract and all previously approved change ordered.

The changes are described as follow:

Cost to fill 80' LF of 10" pipe with slurry:

Excavate/Backfill	
305 Mini-Ex/Operator 2 hrs @ 130/hr	\$ 260.00
Cut out at 3 locations and plug ends with concrete	
Concrete (3) Bags	\$ 30.00
Laborer 2 hrs min @ \$66.10/hr	\$ 132.20
Cut-off saw	\$ 100.00
Water Pump	\$ 100.00
Slurry/Short Load	\$ 553.00
(2) Laborers 1 hr @ \$66.10/hr	\$ 132.20
Profit/Overhead	\$ 130.74
Total	<u>\$1,438.14</u>

Accepted By:

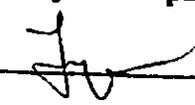
Sign: _____

Print Name: _____

Title: _____

Date: _____

F.W. Brady Development

Sign:  _____

Print Name: Tiffany Brady

Title: Project Coordinator

Date: 6-28-16

CONTRACT AMENDMENT

TO

gkkworks

WHEREAS, the City of Lynwood ("City") and gkkworks ("Consultant"), have entered into an Agreement, dated August 18, 2015, which Agreement sets forth the terms and conditions for construction management and inspection services for the Yvonne Burke-John D. Ham Park Community Center ("Project"); and

WHEREAS, the original compensation amount of the Agreement was in the amount not to exceed \$268,200; and

WHEREAS, Consultant's budget under the original Agreement has been exceeded due to the Project delay caused by an extension of the construction completion date from September 22, 2016 to October 30, 2016; and

WHEREAS, on June 19, 2016, the City Council approved for the City Manager to authorize change orders up to the contingency amount available for the Project (Resolution 2016.152).

NOW, THEREFORE in consideration of mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. That Consultant will be compensated an additional \$41,250.
2. That the additional compensation shall cover the construction manager and inspection services to the completion of the construction of the Project including closeout of the Project, as detailed in gkkworks August 26, 2016 proposal.
3. All other terms and conditions of said Agreement dated August 18, 2015, shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this contract extension to the Professional Services Agreement this 30th day of August, 2016.

CITY:

DATED: 9/8/16

BY: J. Arnoldo Beltrán
J. Arnoldo Beltrán
City Manager
City of Lynwood

DATED: 9/6/16

BY: David A Garcia
David A Garcia
City Attorney
City of Lynwood

DATED: 9/8/16

BY: Maria Quinonez
Maria Quinonez
City Clerk
City of Lynwood

CONSULTANT:

DATED: 8-30-16

BY: Mike Helton
Mike Helton
gkkworks



2355 Main Street | Suite 220 | IRVINE | CA 92614
949 250 1500 | 949 955 2708 FAX | www.gkkworks.com

August 26, 2016

Mr. Raul Godinez II, P.E.
Director of Public Works/City Engineer
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

**Subject: Yvonne Burke-John D. Ham Park Community Center Project
Request for Contract Amendment for Construction Management and
Inspection Services for gkkworks**

Dear Mr. Godinez II,

gkkworks has prepared this letter to request a Contract Amendment for our services for the Yvonne Burke-John D. Ham Park Community Center Project. gkkworks has provided services in accordance with our Construction Management and Inspection Services agreement dated August 18, 2015.

gkkworks' original agreement provided for 9 months of construction management and inspection services (including 96 hours per month for construction management services and 80 hours per month for inspection services) and 1-2 months of Close-out services (for a total of 125 hours). With a construction start date of December 1, 2015, and anticipated Substantial Completion date of October 18th, 2016, the construction duration has extended to 10.5 months. This would extend the construction management services an additional 1.5 months.

Per the original agreement, the monthly fee during construction is \$25,600 per month and includes construction management services on site 3 days per week (24 hours per week) as well as inspection services on site 5 days per week at 4 hours per day. To extend this effort an additional 1.5 months would total \$38,400. In an effort to help minimize cost impacts related to the delay, gkkworks suggests maintaining the construction management services on site 3 days per week (24 hours per week) and adjusting the inspection services on site to 3 days per week at 4 hours per day. The construction manager and inspector would coordinate their schedules such that supervision is provided on site 5 days per week. After Substantial Completion, the construction management services would continue to monitor punchlist work as part of the Close-out phase.

Based on the approach noted above, the Proposed Fee to extend the Construction Phase services through October 18th, 2016, is \$31,680.

Construction Management (96 hr/mo x 1.5 mo x \$150/hr)	= \$21,600
Inspection (48 hr/mo x 1.5 mo x \$140/hr)	= <u>\$10,080</u>
Subtotal thru October 18th	= \$31,680



In the event that any further delays are experienced, the following is an additional fee to extend the Construction Phase services through October 30th, 2016. If Cal-City is able to stay on track with the current schedule and achieve Substantial Completion by October 18th, these additional 2 weeks will not be required. **Based on the approach described above, the Proposed Fee to extend services an additional two weeks, through October 30th, 2016, is \$10,560.**

Construction Management (96 hr/mo x 0.5 mo x \$150/hr)	= \$7,200
Inspection (48 hr/mo x 0.5 mo x \$140/hr)	= <u>\$3,360</u>
Subtotal	= \$10,560

The Total Proposed Fee to extend the Construction Phase services through October 30th, 2016, is \$41,250.

If Cal-City Construction is able to complete construction sooner than the dates stated above, our services and fees will be adjusted accordingly.

We look forward to being of service. Should you have any questions or require additional information, please don't hesitate to contact me at (949) 370-9347.

Sincerely,

Kimberly Harvey, P.E.
Sr. Construction Manager
gkkworks



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JNB*

PREPARED BY: *AD* Andre Dupret, Interim Director of Development, Compliance and Enforcement Services
Bruno Naulls, Sr., Project Manager *BN*

SUBJECT: Release of Withheld Funds – Linear Park Project

Recommendation:

Staff recommends that the City Council adopt the attached resolution options entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE APROPRIATION OF \$149,963.85 TO COVER THE RELEASE OF FUNDS WITHHELD PURSUANT TO A LABOR COMPLIANCE INVESTIGATION BY THE DEPARTMENT OF INDUSTRIAL RELATION'S LABOR COMMISSIONER (Case No. 40-48908-213) RELATED TO THE CONSTRUCTION OF THE RICARDO LARA LINEAR PARK TO BE DISTRIBUTED IN ACCORDANCE WITH THE SETTLEMENT AGREEMENT BY AND BETWEEN CS LEGACY CONSTRUCTION INC., AND THE CITY OF LYNWOOD, AND COSTS INCURRED TO PROCESS AND SETTLE SAID LABOR DISPUTE".

Background:

On June 15, 2012, the City of Lynwood received a grant award in the amount of \$4,949,957 as part of the State of California's (State) Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.

The linear park is divided into 5 blocks, each with distinct features: a dog walk block; an adult fitness block; a kid's fitness/play block; a community garden block; and a nature walk block. The Park was constructed for the use of reclaimed water for irrigation once a connection was established. During preconstruction meetings, the Public Works Department accepted the responsibility of bringing reclaimed water service to the Linear Park. Therefore, the cost related to establishing the reclaimed water service was not included as part of the park project and is being addressed separately through the City's Public Works Department. It is anticipated the connection to the reclaimed water service will be accessible in the near future.

On November 4, 2014 Council awarded the Linear Park construction contract to CS Legacy Construction, Inc. ("Contractor").

On November 26, 2014 Contractor entered into a contract with the City in the amount of \$4,683,273.78 to construct the Lynwood Linear Park. On December 1, 2014 the park was officially under construction.

On January 11, 2016, the final progress payment for construction of the Ricardo Lara Linear Park was submitted. The final cost for the physical construction of the Linear Park project after quantities built were calculated, came to \$4,750,705.04. Ten percent (10%) of each progress payment (\$475,070.50), was retained for the final payment once the project is deemed "complete" and received the Notice of Completion.

On January 27, 2016, staff received supplies and manuals for the maintenance of the Park from CS Legacy indicating they were officially removing their services from the Park and deemed it "complete".

On February 1, 2016 the City received notice from the State Labor Commissioner that CS Legacy was under investigation (Case No. 40-48908-213) for alleged Labor Compliance violations initiated by the project's labor compliance firm, Contractor Compliance and Monitoring, Inc. (CCMI). Pursuant to the investigation, the City also received a Notice of Withholding on February 1st from CCMI, stating the City should withhold the amount of \$144,520.88 from the final payment to the Contractor. This amount includes wages, penalties, liquidated damages and training funds.

In conjunction with the Office of the City Attorney, it was determined that the contract with CS Legacy should be amended to indicate that the final payment will be provided to the Contractor at the conclusion of the investigation in the amount to be determined by the Labor Commissioner pursuant to the findings of the investigation. This allowed a retention payment less the withholding to be made to the Contractor in the amount of \$330,549.62.

Discussion & Analysis:

The labor dispute has been resolved. The Settlement Agreement was received on August 19, 2016, and fully executed on September 14, 2016 (attached). The City Attorney has reviewed it and determined the Agreement to be in the best interest of the City and all parties involved. Pursuant to the agreement, \$54,531.50 is to be distributed in accordance with the guidance provided by the Labor Counsel of record (CCMI) and subtracted from CS Legacy's final payment. In summary, the amount of unpaid wages and costs for training are to be remitted to the workers in the amount of \$41,206.50; penalties required pursuant to the outcome of the investigation are to be paid to the City in the amount of \$12,825. The fee for check distribution and tracking in the amount of \$500 and the balance for labor compliance services provided will be paid to CCMI via existing Agreement with Onward Engineering in an amount not to exceed \$5,442.97,

which is the balance of said Agreement. The balance of the withholding (\$89,989.38) will be paid to CS Legacy per the 2nd Amended Agreement by and between the City and CS Legacy. The Department of Industrial Relation's Labor Commissioner will submit its release letter once the funds are sent in accordance with the Settlement Agreement.

Fiscal Impact:

On September 6, 2016 the City received the final reimbursement payment from the State for the development of the Linear Park Project in the amount of \$2,483,687. Due to the unanticipated extended time taken to resolve this labor dispute, funds budgeted to cover costs related to this item were not carried over to fiscal year 16-17, therefore, an appropriation of \$149,963.85 is requested from the unappropriated Prop 84 Park Grant fund balance. The requested funds do not increase the final cost of the development of the Ricardo Lara Linear Park and payment of said funds will finalize the Project's payment obligations.

Coordinated with:

City Manager's Office
City Attorney
Finance

Attachments:

1. Resolution
2. CS Legacy Agreement 2nd Amendment
3. Release Agreement (Settlement)

CITY RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE APROPRIATION OF \$149,963.85 TO COVER THE RELEASE OF FUNDS WITHHELD PURSUANT TO A LABOR COMPLIANCE INVESTIGATION BY THE DEPARTMENT OF INDUSTRIAL RELATION'S LABOR COMMISSIONER (Case No. 40-48908-213) RELATED TO THE CONSTRUCTION OF THE RICARDO LARA LINEAR PARK TO BE DISTRIBUTED IN ACCORDANCE WITH THE SETTLEMENT AGREEMENT BY AND BETWEEN CS LEGACY CONSTRUCTION INC., AND THE CITY OF LYNWOOD, AND COSTS INCURRED TO PROCESS AND SETTLE SAID LABOR DISPUTE

WHEREAS, on June 15, 2012, the California State Parks' Office of Grants and Local Services (OGALS) awarded the City of Lynwood a grant for the construction of the Lynwood Linear Park Project in the amount of \$4,949,957; and

WHEREAS, on November 4, 2014 Council awarded the Linear Park construction contract to CS Legacy Construction, Inc.; and

WHEREAS, on November 26, 2104 CS Legacy entered into a contract with the City in the amount of \$4,683,273.78 to construct the Lynwood Linear Park, which began construction on December 1, 2014; and

WHEREAS, on January 11, 2016, the final progress payment for construction of the linear park was submitted; and

WHEREAS, the final cost for the physical construction of the Ricardo Lara Linear Park ("Park") project after quantities built were calculated, and a change order was approved, came to \$4,750,705.04; and

WHEREAS, ten percent of each progress payment, or a total of \$475,070.50, was retained for the project's final payment once the project is complete and receives a Notice of Completion; and

WHEREAS, on January 27, 2016, staff received supplies and manuals for the maintenance of the Park from CS Legacy indicating they were officially removing their services from the Park and it was complete; and

WHEREAS, on February 1, 2016 the City received notice from the State Labor Commissioner that CS Legacy was under investigation (Case No. 40-48908-213) for alleged Labor Compliance violations initiated by the project's labor compliance firm, Contractor Compliance and Monitoring, Inc. (CCMI); and

WHEREAS, pursuant to the investigation, the City received a Notice of Withholding from CCMI stating the City should withhold the amount of \$144,520.88 from the final payment to the Contractor which includes wage penalties, liquidated damages and training funds; and

WHEREAS, pursuant to California Civil and Labor Code, Contractor shall be paid amount due for work performed no more than 90 days after work is completed provided the awarding body withholds and retains therefrom all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner; and

WHEREAS, in conjunction with the Office of the City Attorney, it was determined that the contract with CS Legacy should be amended to indicate that the final payment will be provided to the Contractor at the conclusion of the investigation in the amount to be determined pursuant to the findings of the investigation, allowing a retention payment less the withholding to be made to the Contractor in the amount of \$330,549.62; and

WHEREAS, pursuant to a Release Agreement (Settlement) reviewed by the City Attorney and determined to be in the best interest of the City and all parties involved received on August 19, 2016, and fully executed on September 14, 2016, \$54,531.50 is to be distributed in accordance with the guidance provided by the Labor Counsel of record and subtracted from CS Legacy's final payment; and

WHEREAS, the Department of Industrial Relation's (DIR) Labor Commissioner or his or her designee will submit its release letter once the funds are received by DIR in accordance with the Settlement Agreement; and

WHEREAS, upon the City's reception of the letter, the balance of the withholding (\$89,989.38) will be paid to CS Legacy per the 2nd Amended Agreement by and between the City and CS Legacy; and

WHEREAS, in order to conduct said transactions, an appropriation of funds in the amount of \$149,963.85 must be approved by City Council; and

WHEREAS, the City Council of the City of Lynwood finds the appropriation of said funds is in order to cover said costs and conclude all business regarding labor dispute Case No. 40-48908-213.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. That the City hereby approves the appropriation of \$149,963.83 to cover costs incurred related to Case No. 40-48908-213 as follows:

- Settlement Agreement – of the \$54,531.50, a check for \$41,206.50 shall given to CCMI to resolve unpaid wages and training fees; \$500 shall be remitted to CCMI check processing and tracking for said workers; \$12,825 shall be remitted to the City of Lynwood for penalties.
- Release of Retainer – \$89,989.38 shall be released to CS Legacy Construction pursuant to and in accordance with the 2nd Amended Agreement by and between CS Legacy and the City of Lynwood.
- An appropriation of \$5,442.97 shall be made to cover balance of the fees for labor compliance services incurred by CCMI, pursuant to the existing Agreement by and between Onward Engineering and the City of Lynwood.

Section 2. City Council hereby directs Finance to take the necessary steps to adjust budget documents to reflect the authorized appropriation for use on art design work at the Lynwood Linear Park and to perform the following transfer:

Transfer from	Transfer to
Prop 84 Park Grant- Rev Account # 3782.51.32155 Amount \$149,963.85	Prop 84 Park Grant – Exp. Account # 3782.51.208.62015 Amount: \$149,963.85

Section 3. That the City authorizes the Mayor, or appointed designee to execute any agreements or documents to effectuate the final payments resulting from Settlement of Case No. 40-48908-213, in the amount of \$149,963.85 in accordance with Labor Commission investigation, and subsequent fees for labor compliance services in a form approved by the City Attorney.

Section 4. This resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED THIS 4th DAY OF OCTOBER, 2016.

Edwin E. Hernandez
Mayor

ATTEST:

Maria Quinonez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

David Garcia
City Attorney

APPROVED AS TO CONTENT:

Andre Dupret, Interim
Development, Compliance and
Enforcement Services Director

SECOND AMENDMENT TO CONSTRUCTION AGREEMENT

This SECOND AMENDMENT TO THIS CONSTRUCTION AGREEMENT ("Second Amendment") is made as of April 5, 2016 by and between the City of Lynwood, a public body, corporate and politic ("City") and CS Legacy Construction Inc, ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, on November 4, 2014, by Council Resolution No. 2014.199 the City selected Contractor by way of formal bid process for the general construction of the City of Lynwood's Linear Walking Park (Park); and

WHEREAS, on November 26, 2014 the City entered into an Agreement with Contractor in the amount of \$4,683,273.78 for the development of said Park; and

WHEREAS, On December 1, 2014, Contractor commenced construction of the Park; and

WHEREAS, the City determined that the unforeseen circumstances were identified which justified the need for an appropriation of additional funds in the amount of \$67,431.26 was in order to complete the Linear Park Project; and

WHEREAS, on January 21, 2016, a First Amendment to the Agreement was executed to increase the original contract amount to \$4,750,705.04.

WHEREAS, on January 27, 2016, staff received supplies and manuals for the maintenance of the Park from CS Legacy indicating they were officially removing their services from the Park and it was complete, subject to a final inspection; and

WHEREAS, on February 1, 2016 the City received notice from the State Labor Commissioner that CS Legacy was under investigation for alleged Labor Compliance violations related to said project; and

WHEREAS, pursuant to the investigation, a Notice of Withholding was issued stating the amount to be withheld from contractor's payment is \$144,520.88 which includes wage penalties, liquidated damages and training funds; and

WHEREAS, it is agreed that the circumstances set forth herein justify the need for a second amendment to original Agreement to authorize payment to Contractor for work completed, less the stated withholding amount pursuant to the ongoing labor compliance in accordance with State Code and an allowable proportional retention for any incomplete items.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

1. **Contract Price.** Section 2 of the original Agreement, entitled "Contract Price" shall be amended in its entirety so that it shall read as follows:

"II. CONTRACT PRICE

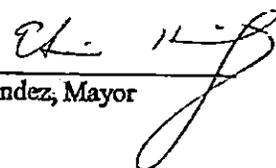
- A. The City agrees to pay, and the Contractor agrees to accept as full payment for the Work outlined in the Contract Documents, the Contract Price of **Four Million Seven hundred Fifty Thousand Seven Hundred and Five Dollars and Four Cents (\$4,750,705.04)** subject to additions and deductions, if any, made in accordance with said Contract Documents. Progress payments shall not be made more often than once each thirty (30) days, nor shall progress payments paid be in excess of ninety percent (90%) of the Contract Price at time of completion. Except as specified below in section C, regarding the Notice of Withholding of Contract Payments, final payment to Contractor will be processed thirty-five (35) days after the City has recorded the Notice of Completion, except for the allowable proportional retention for any disputed amount on the Substantial Completion lists (Punch-List) from October 2015 and March 2016. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.
- B. Payment of undisputed amounts due under this Agreement, including the final payment due hereunder, is contingent upon the Contractor furnishing to the City an unconditional release by the Contractor of all claims against the City arising by virtue of this Agreement related to those amounts. Disputed claims in stated amounts may be specifically excluded by Contractor from the operation of any release. No payment, final or otherwise, shall operate to release the Contractor or its sureties from obligations arising under this Agreement or the bonds and warranties furnished hereunder. No payment shall be construed as an acceptance of any of the Work or of defective or improper materials."
- C. Notwithstanding the provisions of Section IIA, pursuant to California Labor Code Section 1727(a), before making final payments to the contractor of money due under this Second Amendment, First Amendment, and initial Agreement, the City shall withhold and retain the amount(s) required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner in accordance with California Labor Code sections 1771.5 and 1771.6. Due to the current Notice of Withholding of Contract Payments, related to this Project, the amount of **\$144,520.88** shall be withheld and will not be disbursed by the City until receipt of a writing from the Labor Commissioner authorizing such payment or fraction thereof and an appropriate notice that the issue has been resolved.

2. **Full Force and Effect.** The Parties further agree that, except as specifically provided in this Amendment, the terms of the original Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

CITY: CITY OF LYNWOOD

By:


Edwin Hernandez, Mayor

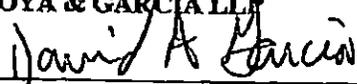
ATTEST:

By:

Maria Quinonez, City Clerk

APPROVED AS TO FORM:

TAFUYA & GARCIA LLP



David Garcia
City Attorney

CONTRACTOR:

CS LEGACY CONSTRUCTION, INC

By:



Greg Strumpf

RELEASE AGREEMENT

This Agreement is made by the CITY OF LYNWOOD, (hereafter " AGENCY") in favor of C.S. LEGACY CONSTRUCTION (hereinafter C.S. LEGACY), SAL CAL CONSTRUCTION AND VA & SONS WELDING (hereafter referred to collectively as the "CONTRACTORS") with reference to the following facts:

RECITALS

1. The AGENCY served a Notice of Withholding of Contract Payments on January 25, 2016 upon CONTRACTORS, claiming unpaid wages of \$60,076.94, unpaid training of \$692.00 and a total of \$23,675.00 of 1813 and 1775 penalties to be due and owing by CONTRACTOR as a result of alleged violations of the California Labor Code on a public works project awarded by the AGENCY known as Lynwood Linear Park. (hereafter the "PROJECT")
2. C.S. Legacy and Sal Cal Construction both filed a Request for Review, which is now pending a Request for Review, OD Legal Case No. 16-0120-PWH the Office of the Director, Department of Industrial Relations.
3. The AGENCY and C.S. LEGACY have agreed to resolve claims concerning the Notice of Withholding and DLSE Case No. 16-0120-PWH as follows:
 - a. The AGENCY shall permanently retain the total sum of \$54,531.50 from funds currently being withheld from CS Legacy on the PROJECT and will release CONTRACTORS from any and all claims by AGENCY for wages and related penalties arising out of the PROJECT including but not limited to unpaid prevailing wages, training fund contributions, liquidated damages under Labor Code section 1742.1, and penalties under Labor Code sections 1775 and 1813 (including interest, costs and attorney fees) , resulting from

any work performed by workers who were employed by VA & SONS WELDING on the PROJECT(hereafter "CLAIMS").

AGREEMENT

NOW, THEREFORE:

1. The AGENCY shall see that proper restitution is paid to the affected workers pursuant to the laws and regulations set forth in the Labor Code and promulgated by the California Department of Industrial Relations from the funds retained by the City.
2. CS Legacy and Sal Cal Construction, by signing this agreement, stipulates that each is withdrawing its Request for Review. Further CS Legacy and Sal Cal Construction shall notify the DLSE in writing that it is withdrawing its Request for Review not later than August 24, 2016.
3. In consideration of payment set forth above, the AGENCY release CONTRACTORS of all claims relating to prevailing wage compliance as set forth in the Notice of Withholding and Case No. 16-0120-PWH as set forth above.

It is understood and agreed that this settlement involves the compromise of disputed claims and that CONTRACTOR disputes all claims of AGENCY.

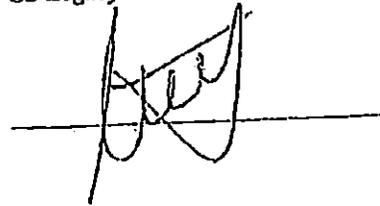
Nothing in this agreement shall prohibit any of the CONTRACTORS named in this agreement from asserting claims of indemnification or contributions from each other.

This agreement is a negotiated settlement and the drafting of the agreement shall not be construed in favor or against any particular party.

This agreement may be executed in counterparts and a signature transmitted electronically shall be deemed to be binding as if the original.

Date: 8/24/16

CS Legacy

A handwritten signature in black ink, appearing to be "CS Legacy", written over a horizontal line.

Date:

8/29/16

Sal Cal Construction

A handwritten signature in black ink, appearing to be "Sal Cal Construction", written over a horizontal line.

Date:

9-14-16

City of Lynwood

A handwritten signature in black ink, appearing to be "City of Lynwood", written over a horizontal line.

Approved as to form:

VOGT | RESNICK | SHERAK, LLP

Date:

Stephan H. Andonian, Esq.
for C.S. Legacy Construction

Simpson Delmore Greene LLP

This agreement may be executed in counterparts and a signature transmitted electronically shall be deemed to be binding as if the original.

Date:

CS Legacy

Date:

Sal Cal Construction

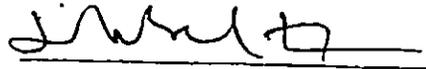
8/29/2014



Date:

9-14-15

City of Lynwood



Approved as to form:

VOGT | RESNICK | SHERAK, LLP

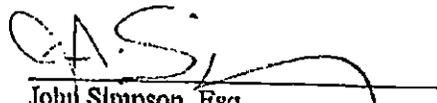
Date: 08.24.2016



Stephan H. Andranian, Esq.
for C.S. Legacy Construction

Simpson Delmore Greene LLP

Date: 8/30/16



John Simpson, Esq.
for Sal Cal Construction



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnaldo Beltrán, City Manager *JNB* *RG*

PREPARED BY: Raul Godinez II, P.E., Director of Public Works / City Engineer
Salvador Mendez, Administrative Analyst III

SUBJECT: HVAC Maintenance Contract

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE CANCELLATION OF THE HONEYWELL HVAC MAINTENANCE CONTRACT AND AWARDING A NEW HVAC MAINTENANCE CONTRACT TO TRI-WEST MECHANICAL INC. (TWM) USING LYNWOOD MUNICIPAL CODE 6-6.8(A)b."

Background:

Honeywell Inc. has been providing the City with HVAC maintenance services since 1997. Public Works staff has been reviewing the HVAC contract with Honeywell that expired in June of 2016. Last year, the Public Works Department expenditures for Honeywell were \$130,453. This included an additional \$28,000 that was outstanding from the previous year. The remaining cost, \$102,000, covered maintenance and call outs for issues that the City had with the HVAC units and/or the thermostats. None of this included emergency repairs, additional labor, and/or new equipment.

In May of this year Honeywell sent staff a renewal for HVAC service in the amount of \$105,216 for a one (1) year service agreement. In reviewing the contract, staff observed that since 2007 the City has paid over \$1million to Honeywell. Staff also made a few inquiries into deficiencies and requested changes with the HVAC system. Unfortunately, since the contract we have with Honeywell is strictly for the maintenance and inspection of the mechanical systems, components, and related accessories, staff was told that we would have to pay an additional cost for these services. An example of this was changing the thermostat from one room to another. Honeywell's rates are \$124 per hour.



While attending a Gateway Energy Leader Partnership meeting, staff expressed their frustration with the current Honeywell HVAC contract. Staff from South Gate, Norwalk, and Downey were present. All of these other cities stated that they no longer use Honeywell due to their pricing. The City of Norwalk stated that they recently changed contractors and received an excellent price. Lynwood Public Works Staff requested information regarding their new contractor.

Staff was informed that Norwalk awarded their HVAC maintenance contract to Tri-West Mechanical Inc. (TWM) after a successful bid in June of 2014 (attachment A), and that they have not had any issues with the level of service provided by the vendor. Results of Norwalk's bid is as follows.

Norwalk HVAC Maintenance Bids	
Vendor	Quote
Tri West	\$21,546.00
Honeywell	\$111,308.00
Acco Engineering Systems	\$28,927.00
GM Climate Control	\$31,950.00

Discussion & Analysis:

The price listed for Honeywell is on par with the current rate that Honeywell has sent to staff. When staff reached out to TWM they were given a quote that was significantly lower than Honeywell's current contract offer of \$105, 216. TWN quoted staff at \$19,845 for three visits per year (what Norwalk receives) or at \$23,500 for four visits per year (what we currently have). Hourly rates would be at \$87.50 for work out of the maintenance scope.

Currently, according to resolution 2016.062, which provided an amendment to the Vendor Procurement List, the City Manager has the authority to sign off on Purchase Orders up to \$140,000 for Honeywell. Staff would like to cut the service cost by more than half, while upgrading HVAC units at one to two units per year.

The proposed budget would be as follows:

HVAC Contract	\$19,485
Contingencies	\$10,000
Infrastructure Upgrades	\$15,000
Total Amount	\$44,485
Current Contract without Contingencies & Upgrade	\$105,216

Staff recommends that the City use Lynwood Municipal Code 6-3.8(A)b. This will allow the City to piggyback from a current municipal contract. The code states:

The provisions of this section 6-6 requiring formal or informal bids shall not apply when the city is able to secure a contract for a public project through piggyback procurement.

Piggyback procurement shall mean utilizing another public agency's contract or agreement to obtain more advantageous prices and terms than can be otherwise obtained on the open market.

b. Procurement agreement is made available by any California city, county, school district, state, and federal government or any of their respective agencies, programs, vendors or agents allowing local governments to buy directly from suppliers through existing contracts and agreements;

Fiscal Impact:

\$8,768 is currently being paid monthly to Honeywell for these services. Half of this funding is coming from the general fund. Switching vendors will generate a savings of \$85,371 per year for the City.

Coordinated With:

City Attorney's Office
Finance Department

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE CANCELLATION OF THE HONEYWELL HVAC MAINTENANCE CONTRACT AND AWARDING A NEW HVAC MAINTENANCE CONTRACT TO TRI-WEST MECHANICAL INC. (TWM) USING LYNWOOD MUNICIPAL CODE 6-6.8(A)b.

WHEREAS, The City is currently on a month to month basis with Honeywell for the maintenance of the City's HVAC units; and

WHEREAS, Honeywell is strictly for the maintenance and inspection of the mechanical systems, components, and related accessories; and

WHEREAS, The City of Norwalk currently has an agreement with an HVAC vendor that is more competitive then the City's current rates by over 400%; and

WHEREAS, According to Lynwood Municipal Code 6-6.8(A)b, the City can piggyback off a current municipal contract; and

WHEREAS, Tri-West Mechanical Inc. (TWM) has provided the City a proposal for the same services at a substantial savings; and

WHEREAS, Staff is recommending that we cancel our current month to month with Honeywell at \$8,768/month.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. That the City of Lynwood cancel its current month to month contract with Honeywell at \$8,768 a month.

Section 2. That the City Council approve an HVAC maintenance contract from Tri-West Mechanical Inc. (TWM) not to exceed \$44,485 per year pursuant to Section 6-6.8(A)b of the Lynwood Municipal Code.

Section 3. This resolution shall go into effect immediately upon its adoption.

Section 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 4th day of October, 2016.

Edwin E. Hernandez
Mayor

ATTEST:

Maria Quinonez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

Raul Godinez II, P.E.
Director of Public Works / City Engineer

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of _____, 20____, and passed by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, City of Lynwood

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of _____, 20____, and passed by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, City of Lynwood



INVITATION FOR BID (IFB) NO. 14-426

FOR

**PREVENTATIVE MAINTENANCE AND REPAIRS SERVICES FOR
HVAC UNITS CITYWIDE**

**CITY OF NORWALK
PURCHASING DIVISION
12700 NORWALK BLVD., ROOM 6
NORWALK, CA 90650**

**IFB RELEASE: THURSDAY, MAY 22, 2014
SUBMISSION OF QUESTIONS: FRIDAY, MAY 30, 2014
BID DUE: FRIDAY, JUNE 13, 2014**

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- Exhibit B - List of Locations/Descriptions
- Exhibit C - Price Sheet
- Exhibit D - References
- Exhibit E - Indemnification and Hold Harmless Agreement and
Waiver of Subrogation and Contribution
- Exhibit F - Certification of Non-Collusion

NOTIFICATION TO BIDDERS

The City of Norwalk invites prospective Bidders to submit bids to provide preventative maintenance and repair services for HVAC units for the City of Norwalk, a municipal government. Bids must be submitted in accordance with the conditions outlined in the Invitation for Bid ("IFB") attached hereto.

Comments regarding this IFB provided by any other department, employee, or City of Norwalk office other than the Purchasing Division shall not be considered valid and the City will not be bound by any such comments or responses. All comments or questions to this IFB must be submitted in writing.

The successful Bidder will be required to comply with Equal Employment Opportunity and all applicable federal, state and local laws, and requirements. The City of Norwalk hereby notifies all Offerors that the City will affirmatively assure that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided under this IFB, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Norwalk reserves the right to reject any or all bids, to waive information or irregularities to the extent permitted by law in any bid received and to be the sole judge of the merits of the respective bids received.

DATE: May 22, 2014
ATTENTION: PROSPECTIVE BIDDERS
SUBJECT: INVITATION FOR BID (IFB) NO. 14-426
TITLE: HVAC MAINTENANCE AND REPAIR SERVICES

The City of Norwalk ("City") invites Bids from qualified and experienced companies ("Bidders") to provide preventative maintenance and repair services citywide for the City of Norwalk.

The term of the proposed Agreement shall be from July 1, 2014 to June 30, 2015 ("initial term"). City may review the successful Contractor's performance under this Agreement and, upon mutual agreement with Contractor, may extend the Agreement beyond the initial term for four (4) additional one (1) year periods from July 1st through June 30th of each year thereafter.

A pre-bid conference will **not** be held. Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Bidders and placed on the City of Norwalk website. Responses to questions or comments regarding this IFB provided by any other department, employee, or City of Norwalk department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

All inquiries and comments concerning this IFB are due on Friday, May 30, 2014 no later than 3:00 p.m. and shall be submitted in writing by fax (562) 929-5966 to:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650
Attn: Darlene Mena*

Bids must be in writing and must be received by the City of Norwalk Purchasing Division by 11:00 a.m. on Friday, June 13, 2014 via U.S. Mail, FedEx, UPS or courier or in person. Bids received after the above listed date and time will not be considered, regardless of postmark. Prospective Bidders are responsible for having Bids deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Bidders responding to this IFB must submit one (1) original and two (2) copies of their bid in a sealed envelope clearly marked as follows:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650
"IFB NO. 14-426 HVAC MAINTENANCE AND REPAIR SERVICES"*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Bids must contain an original signature by an authorized officer of the company.

The successful Bidder will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Norwalk hereby notifies all prospective Bidders that the City will require each Bidder affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in

whole under this IFB, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Norwalk reserves the right to reject any or all Bids, to accept all or any part of any bid, to waive any informality or minor irregularities in any bid received, to the extent permitted by law and where such action best serves the interest of the City and to be the sole judge of the merits of the respective bid received.

Issued by:

CITY OF NORWALK
Purchasing Division

/s/Darlene Mena
Buyer

ESTIMATED SCHEDULE OF EVENTS

- | | |
|---------------------------|--------------------------------------|
| 1. Thursday, May 22, 2014 | INVITATION FOR BID (IFB) RELEASE |
| 2. Friday, May 30, 2014 | LAST DAY FOR SUBMISSION OF QUESTIONS |
| 3. Thursday, June 5, 2014 | RESPONSE TO QUESTIONS |
| 4. Friday, June 13, 2014 | BID DUE DATE |

** Tentative Dates*

SECTION 1 - INSTRUCTIONS TO BIDDERS

IB.1 BID FORMAT AND SUBMITTAL

Bids must be received at the City of Norwalk Purchasing Division by 11:00am on Friday, June 13, 2014, via U.S. Mail, FedEx, UPS or courier or in person. The envelope must be clearly marked "Bid No. 14-426". Hard copy (printed) submittal of the Bid documents is required. Respondents to this IFB must submit one (1) original and two (2) copies of their Bid in a sealed envelope to:

*City of Norwalk Purchasing Division
12700 Norwalk Blvd., Room 6, Norwalk, CA 90650
"IFB No. 14-426 HVAC MAINTENANCE AND REPAIR SERVICES"*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Bids must contain an original signature by an authorized officer of the company. Bids will be publicly opened at the specified time in the Purchasing Division of City Hall, Room 6.

Bids received after the above listed date and time will not be considered, regardless of postmark. Bids shall be time stamped when received and will be accepted up to and no later than the time indicated in this IFB. The Bidder assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Bidders assume responsibility for having Bids deposited on time at the place specified. Late Bids will not be accepted for any reason, and will be returned unopened, regardless of postmark.

Bids shall not include a photocopy of the following:

- 'INSTRUCTIONS TO BIDDERS' [Section 1],
- 'GENERAL TERMS AND CONDITIONS' [Section 2],
- 'SCOPE OF SERVICES' [Section 3], and
- 'FORM OF CONTRACT (SAMPLE)' [Section 4] of this IFB.

Bids shall not include any unnecessarily elaborate or promotional material. Bids may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Bids will not be valid until all information has been verified and Bidders references have been checked. All Bids shall be accompanied by a completed and signed 'Letter of Transmittal' provided as a part of this IFB.

Bids shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Bid non-responsive. Unauthorized conditions, limitations, or provisions attached to a Bid will render the Bid non-conforming and non-responsive and may cause its rejection. The completed Bid shall be without interlineations, alterations, or erasures. Bidder submitting basic conforming Bids may choose to submit alternate Bids as complete and separate offers, if the alternate Bid offers technical or other improvements or modifications, which are to the overall benefit to the City of Norwalk and its passengers. Any and all alternate Bids must be submitted in writing and included with the original Bid, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Bid documents shall be deemed to include by reference each and every one of the following:

Invitation for Bid (IFB)
Addenda to IFB
Supplements to IFB
All other required forms

IB.2 EXAMINATION OF BID DOCUMENTS

By submitting a Bid, Bidder represents that: (1) Bidder has thoroughly examined and become familiar with the Work required under this IFB, (2) Bidder comprehends all conditions that may impact the Bid, (3) Bidder has reviewed of all addenda, and (3) Bidder is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this IFB, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Bidders' own risk. A Bidder shall have no claim against the City based upon ignorance of or misunderstanding of the IFB documents. Once the award has been made, failure of a Bidder to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Bidder to withdraw its Bid or to seek additional compensation.

IB.3 ADDENDA

Any changes made by the City to the requirements in this IFB will be made by written addenda. Any written addenda issued to this IFB shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this IFB as the result of oral instructions. The City reserves the right to revise or withdraw this IFB at any time and for any reason.

IB.4 CLARIFICATIONS

Should a Bidder require clarifications of this IFB, the Bidder shall notify the contact person identified in this IFB in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the IFB.

All questions, clarifications or comments must be submitted to the contact person in the Purchasing Division no later than 3:00pm, Friday, May 30, 2014. No questions will be answered individually by the Public Services Department.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for IFB No. 14-426". Questions may be faxed to (562) 929-5966, ATTENTION: Darlene Mena, Purchasing Division. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated in writing to all recipients of this IFB. Every attempt will be made to provide responses to all Bidders in accordance with the procurement schedule for this IFB. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

Section
Paragraph number
Page number
Text of passage being questioned
Question

IB.5 ERRORS IN BIDS

All Bidders are responsible for errors and omissions in their Bids. No consideration will be given by the City to allow Bids to be withdrawn once a Bid has been opened. Any errors and omissions will not serve to diminish the Bidder's obligations to the City.

IB.6 WITHDRAWAL OF BIDS

Bidders may withdraw their Bids in writing, provided that such requests are received by the City prior to the scheduled deadline for Bid submission or within six months following the scheduled deadline for Bid submission when no contract has been awarded.

IB.7 REFERENCES

All reference information requested in this IFB and specified in the form included in this IFB must be submitted with the Bid. Refer to Exhibit D.

IB.8 BID SIGNATURES

If an individual makes the Bid it shall be signed and the full name and address of the Bidder shall be given.

If a partnership makes the Bid, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Bid, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Bid. Certified letter is to be included in the Bid accompanied with the 'Letter of Transmittal'.

IB.9 PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Bidder in:

- Preparing the Bid in response to this request.
- Submitting that Bid to the City.
- Negotiating with the City any matter related to this Bid, and/or
- Any other expenses incurred by the Bidder prior to date of award.

IB.10 CITY OF NORWALK RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Bids for no reason or any reason including but not limited to the following:

- a. The Bid is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
 - b. The Bidder, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Bidder failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Bid that, in the opinion of the City is so unbalanced in comparison to other Bids received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
 3. Accept all or any part of a Bid.
 4. Cancel the entire IFB;
 5. Issue subsequent IFBs;
 6. Waive any errors or informalities in any Bid, to the extent permitted by law.

IB.11 LICENSING, PERMITS AND TAXES

The Bidder shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses or permits shall be the responsibility of the successful Bidder. The successful Bidder is liable for any and all taxes due as a result of the contract.

Bidder shall be required to provide appropriate licenses from all federal, state, and local governments, including city business license for business location upon award.

IB.12 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Bidder's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards, and ordinances, regardless, of whether or not they are referred to in the IFB.

IB.13 CONFIDENTIALITY AND PUBLIC RECORD

All Bidders are hereby put on notice that each Bid received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Bid confidential as a trade secret is first obtained, each Bid shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Bids or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Bid or portion thereof where such disclosure is required by law.

IB.14 JOINT OFFERS

Where two or more Bidders desire to submit in response to this IFB, they shall do so on a prime-subcontractor basis rather than as a joint venture. City of Norwalk intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Bid submitted on behalf of any form of joint venture or partnership between two (2) existing Bidders may be considered collusive and may be rejected as non-responsive.

IB.15 COMPANY PERSONNEL

It shall be the burden of the successful Bidder to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Bidder. Personnel shall not be employees of or have any contractual relationship with the City. Successful Bidder's

personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Bidder will not be tolerated and the offense can be justification for termination of contract. All sub-contractors of successful Bidder shall abide by all the requirements set forth in this section.

IB.16 SINGLE BID RESPONSE

If only one Bid is received in response to this IFB, a detailed cost/price Bid may be requested of the Bidder. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Bidder must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

IB.17 PRICE SHEET

Bid shall itemize the offered price for each line item indicated on the Price Sheet, Exhibit C. The total price shall include all things necessary for completion of all work indicated in the Scope of Services included herein. Bid price shall remain firm for the initial term. All prices shall be F.O.B. destination.

If the successful Bidder and the City desire to extend the Agreement beyond the initial term, the prices may be adjusted for the renewal contract period, not more frequently than once every twelve (12) months, according to the *Price Escalation/De-Escalation* terms described in Section IB.18 herein.

IB.18 PRICE ESCALATION/DE-ESCALATION

The successful Bidder shall present to the City the price escalation calculation and justification ninety (90) days prior to the end of the Agreement initial term. The City reserves the right to accept or reject the price increase for the option terms within fifteen (15) calendar days after receipt of the written request by the successful Bidder.

Successful Bidder's prices may be adjusted in subsequent Agreement periods based upon

IB.19 PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (IFB) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the IFB shall be received no later than ten (10) days prior to the Bid due date; or within five (5) days after Bid opening.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation.

IB.20 INCORPORATION OF BID INTO AGREEMENT

This IFB and the Bidder's response, including all promises, warranties, commitments and representations made in the successful Bid, shall be binding and incorporated by reference in the City's contract with the successful Bidder.

IB.21 AWARD OF CONTRACT

The contract resulting from this IFB will be awarded to the responsive and responsible Bidder whose bid, conforming to the requirements of the IFB, is determined to be the most advantageous to the City. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a bid;
- (b) Reject any or all bids for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire IFB; or
- (f) Issue subsequent IFBs.

IB.22 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Effective October 1, 2012, the City of Norwalk's Department of Transportation Federal Transportation Administration (FTA) overall anticipated level of DBE participation for federal fiscal year 2014 is 2.5% of federal financial assistance. No specific goals are set on a contract by contract basis. The goal is accomplished through the use of race-neutral measures in accordance with 49CFR, Part 26. The City shall take all necessary steps to ensure non-discrimination in the award of all contracts to meet the objectives of the above cited regulation. When listing sub-contractors in Exhibit I, Bidder shall identify them as DBE with the approximate value of their sub-contract.

SECTION 2 - GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement	The Contract to be negotiated and entered into by the City and the successful Bidder for the work described in this IFB.
Bidder/Vendor/Contractor Consultant	Any manufacturer, firm, company or agency providing services, equipment, software, or supplies for this IFB.
Change	Additions, deletions or other revisions to the Work within the general scope of the contract. The City through issuance of a modification must direct a change.
City	The City of Norwalk, a municipal corporation.
Contract	The written agreement executed by the City and the successful Bidder which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.
Days	Calendar days unless specifically noted otherwise.
Defect	Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
IFB	Invitation for Bid
Notice to Proceed	Purchase Order issued from the City to the successful Bidder specifying the date on which the Work under the Contract is to be initiated.
Bidder	Offeror or Contractor or Consultant
Special Provisions	Contract Document containing requirements that modify or supplement the General Terms and Conditions.
Specifications	Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification", "Statement of Work" or "Scope of Work" or "Scope of Services".

Work

Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Bidder to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.

GC.2 ASSIGNMENT AND SUBCONTRACTORS

Neither this IFB nor any interest herein nor claim hereunder may be assigned by successful Bidder either voluntarily or by operation of law, nor may all or part of this IFB or subsequent agreement be subcontracted by successful Bidder, without the prior written consent of the City of Norwalk. Consent by the City shall not be deemed to relieve successful Bidder of obligations to comply fully with the requirements hereof.

GC.3 SAMPLE AGREEMENT

A form approved by the City Attorney must be executed between the City and the successful Bidder prior to commencement of any work.

GC.4 NOTICE OF LABOR DISPUTE

Whenever Bidder has knowledge that any actual or potential labor dispute may delay the award of this IFB, Bidder shall immediately notify and submit all relevant information to the City of Norwalk. Bidder shall insert the substance of this entire clause in any subcontract hereunder.

GC.5 DISPUTES

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Bidder shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Bidder mails or otherwise furnishes a written appeal to the City of Norwalk City Manager. In connection with any such appeal, the successful Bidder shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Bidder and the successful Bidder shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the City Manager, successful Bidder shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages

Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Bidder arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court for Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

Rights and Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Bidder shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC.6 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Bidder shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the IFB at the F.O.B. point specified herein, and upon such delivery Bidder's responsibility for loss or damage shall cease, except for loss or damage resulting from Bidder's negligence.

GC.7 LICENSING, PERMITS AND TAXES

The Bidder shall maintain all appropriate licenses required by the State of California for the work required under the terms of this Agreement. The cost for any required licenses, permits or special taxes shall be the responsibility of the successful Bidder. The awarded Bidder is to obtain necessary City of Norwalk licenses.

GC.8 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Bidder to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.9 INDEMNIFICATION

Successful Bidder shall indemnify, defend, and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from and against any and all liability or financial loss, including legal expenses and costs of expert witnesses and contractors, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the willful misconduct, negligent acts, errors or omissions of successful Bidder, including its officers, agents, employees, sub-contractors or any person employed by successful Bidder, in the performance of this Agreement. Successful Bidder shall complete the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution found in Exhibit E.

GC.10 INTEREST OF MEMBERS OF THE CITY

The successful Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Bidder further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Bidder.

GC.11 TERMINATION FOR DEFAULT

Upon failure of the successful Bidder to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Bidder at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Bidder shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Bidder liquidated damages.

GC.12 LIQUIDATED DAMAGES

The successful Bidder and City hereby acknowledge and agree that time is of the essence in the performance by the successful Bidder of its duties and obligations under this proposed Agreement and, further, that in the event of a delay in the completion of the work or the delivery of the equipment, goods, services, and personnel required under the terms of this proposed Agreement that it is or will be impracticable to determine the actual amount of the damage caused to City by such delay. It is therefore agreed by each party hereto that successful Bidder shall pay to City the sum of one hundred fifty dollars (\$150) for each working day's delay in the delivery, performance and/or acceptance of work set forth in the executed Agreement beyond any agreed upon timeline or due date, or any authorized extension thereto.

GC.13 CANCELLATION OF AGREEMENT

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Bidder is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

GC.14 TERMINATION FOR CONVENIENCE

The performance of work under the Agreement may be terminated by the City in accordance with this section in whole or in part, whenever the City determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the successful Bidder of a written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

Upon receipt of the notice of termination, and except as otherwise directed by the City, the successful Bidder shall: (1) stop work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the

notice of termination; (4) assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title and interest of the successful Bidder under the orders and subcontracts so terminated in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts to the extent, if any, directed by the City the fabricated or un-fabricated parts, work in process, or completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the City; (6) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) authorized by the City, any property of the types referred to above, provided, however, that the successful Bidder shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City and, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the successful Bidder under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such a manner as the City may direct; (7) complete performance of such part of the work as shall not have been terminated by the notice of termination; (8) take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the successful Bidder and in which the City has or may acquire an interest. Payments by the City to the successful Bidder shall be made for all services completed and/or delivered up to and including the effective date of termination but not thereafter. Except as otherwise provided, settlement of claims by the successful Bidder under this termination section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended.

GC.15 FORCE MAJEURE

The successful Bidder shall not be liable for any failure to perform if acceptable evidence has been submitted to the City that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Bidder. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the City.

GC.16 INSPECTION AND ACCEPTANCE

All products delivered are subject to inspection and acceptance by the City of Norwalk, Department of Transportation at destination. The City reserves the right to withhold payment until the inspection and acceptance of products delivered.

GC.17 EXCESS REPROCUREMENT LIABILITY

Bidder shall be liable to the City of Norwalk for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by the Bidder hereunder, should Bidder fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprourement expense obligation by Bidder shall be limited to the excess over the price specified herein for such items or services.

GC.18 DELIVERY

The services and/or products described herein shall be delivered to the appropriate City of Norwalk facility where HVAC equipment is located per Exhibit B.

GC.19 METHOD OF PAYMENT

City will pay successful Bidder in accordance with the following terms and procedures: Successful Bidder shall submit written invoices to City by the 15th of each month clearly detailing the services furnished by successful Bidder during the preceding month and for all other supplies and services provided by successful Bidder. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice in accordance with its standard warrant procedures. Clear reference must be made to the contract number, the time period that the work was performed, itemization of the work and/or reference to the payment schedule and identification of the Contractor's taxpayer identification number.

GC.20 NON-RESTRICTIVE CLAUSES

Wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Bidder, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

Requests for "or approved equal", clarification of the specifications, and complaints on specifications must be received by the City, in writing, not less than fourteen (14) full days before the Bid opening date. Any request for an approved equal or complaint concerning the equipment or material specifications must be fully supported with technical data, test results, or other pertinent facts as evidence that the substitute offered is equal to or better than the specification requirement.

Time limitations in this section must be complied with strictly and in no case will an extension of time for performance of this contract be granted because of Contractors failure to request a substitution of an alternative item at the times and manner set forth herein. Furthermore, if a proposed substitution is rejected, Bidder shall be responsible to provide the item or product or work as originally specified at no additional cost to the City. The City has the complete and sole discretion to determine if an item or article is an equal item.

GC.21 INSURANCE

Bid shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Bidder be awarded a contract pursuant to this IFB.

Successful Bidder shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Key Rating Guide, and approved by the City:

(1) a policy or policies of broad-form commercial general liability insurance with minimum limits of one million dollars (\$1,000,000) combined single limit coverage against any injury, death, loss or property damage as a result of wrongful or negligent acts by successful Bidder, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) automobile liability insurance, with minimum combined single limits coverage of one million dollars (\$1,000,000);

(3) workers' compensation insurance with a minimum limit of one million dollars (\$1,000,000) or the amount required by law, whichever is greater, unless otherwise agreed to by City Manager or designee in writing.

City, it's officers, employees, attorneys, and designated volunteers shall be named as additional insured's on the policy(ies) as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liabilities arising out of successful Bidder's work under this Agreement.

Each insurance policy required by this Section shall be endorsed as follows: (1) the insurer waives the right of subrogation against City, its officials, officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by City; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice to City.

All insurance coverages shall be confirmed by endorsements as described above and are subject to the approval of City. The successful Bidder is required to file the certificates of insurance with City on or before the Effective Date of the awarded Agreement, and to thereafter maintain current certificates of insurance on file with the City Clerk.

GC.22 CERTIFICATE OF NON-COLLUSION

Bidder's must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid or any other person, firm or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder or another Bidder an advantage over any other Bidder. Refer to Exhibit F.

GC.23 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Bidder against patent or copyright infringement, statutory or otherwise, it is agreed that successful Bidder shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use of sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and successful Bidder shall pay all costs and damages finally awarded in any such suit or claim. Provided that successful Bidder is promptly notified in writing of the suit or claim and given authority, information and assistance at the Bidder expense of same.

However, the successful Bidder will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Bidder when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Bidder shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Bidder shall not be obligated to indemnify the City under any settlement made without the Bidder's consent or in the event

the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Bidder's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Bidder, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

GC.24 CONFLICTS OF INTEREST

Each Bidder represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any City business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Bidder shall further covenant that in the performance of the Agreement no person having any such interest shall be employed. Successful Bidder further covenants and warrants that successful Bidder and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to the performance of services contemplated by this IFB, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of the Contract, successful Bidder and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom successful Bidder is not currently performing work that would require successful Bidder or one of its officers, employees, associates or subconsultants to abstain from a decision under the Contract pursuant to a conflict of interest statute.

GC.25 WARRANTIES

Successful Bidder shall warrant to the City of Norwalk for services provided in accordance with the published Section 3, Scope of Services set forth in this Agreement. The City's rights hereunder are in addition to, but not limited by, Bidder's standard warranties. Except as otherwise authorized in writing by the City, successful Bidder shall deliver product(s) in strict accordance with installation or applicable instructions and procedures set for them by the material manufacturer.

GC.26 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents will be:

The Agreement and any written amendment thereto
General Conditions
Scope of Services

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

GC.27 CHANGES

The City may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for the City in accordance with the drawings, designs, or specifications.
2. Method of delivery or packing.
3. Place of delivery.

If any such change causes an increase or decrease in the cost of, causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Project Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Project Manager decides that the facts justify it, the Project Manager may receive and act upon a change bid submitted before final payment of the contract.

If the Contractor's bid includes the cost of property made obsolete or excess by the change, the Project Manager shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

SECTION 3 - SCOPE OF WORK/SPECIFICATIONS

The following provides scope of work/specifications in order to provide complete HVAC (heating, ventilation and air conditioning) preventative maintenance and as-needed repair services for the City of Norwalk. This also includes preventative maintenance and repair services for the air handling unit of one air cooled chiller system, a chilled water pump and two water boilers. The contractor shall furnish all labor, tools, materials and equipment to provide maintenance and repair services at all City owned facilities, every four (4) months. Knowing the equipment locations, specifications and manufacturers' guidelines for service are the responsibility of the Contractor.

General Requirements:

3.1 Experience

- a. Contractor must be properly licensed and be able to demonstrate that he/she has successfully provided similar maintenance and repair work at comparable facilities.
- b. Contractor shall provide service technicians with a minimum of five (5) years experience in the HVAC service and repair work. Contractor shall have personnel on staff certified by the SCAQMD per Rule 1415 in the auditing of refrigerant systems. Certified auditor number to be provided to the City prior to the start of service and maintained during the length of the Agreement. Contractor shall be responsible for compliance with all applicable laws and regulations and ensure that proper refrigerant handling practices are utilized to protect the environment, employees, and City from any resulting liability due to the improper handling of ozone depleting chemicals and/or CFC's. Contractor must provide a detailed list of references.
- c. Compliance: All work performed by contractor must conform to all Federal, State, County and City regulations, laws, and codes, including but not limited to UBC code, National Pollutant Discharge Elimination System (NPDES), recycling, confined space entry and OSHA regulations. All work shall be completed in a thorough and workmanlike manner to the satisfaction of the Contractor or his/her authorized agent, and comply with all HVAC maintenance/repair practices.
- d. Awarded Contractor shall provide the City of Norwalk with a Storm Water Pollution Prevention Plan (SWPPP).
- e. Contractor shall report without delay to the City's designee any damage to City equipment and/or City property and shall be held responsible for such damage.
- f. Property or equipment that is altered in any way during the performance of work shall be promptly reported in writing to the City's designee. Said property or equipment shall be restored to its original condition by Contractor.

- g. No storage facility or area will be furnished by the City unless requested by the Contractor and approved in writing by the City's designee.

3.2 Personnel

All personnel required in performing the services herein shall be secured at the expense of the vendor. Such personnel shall not be employees of or have any contractual relationship with the City. It shall be the burden of the vendor to ensure all personnel possesses qualifications and/or experience in preventative maintenance and repair of HVAC systems.

All personnel must conduct themselves in the upmost professional manner when dealing with all City employees and the public at all times. Rude or discourteous behavior will not be tolerated; and if not corrected with a course of action by the successful vendor within an adequate amount of time, the offense will be justification for termination of contract.

3.3 Reports, Documentation and Inspections

The Contractor shall be solely responsible for providing all required HVAC preventative maintenance and operational management services that will be required to keep all City-owned systems fully operational during the entire term of the Agreement; including but not limited to the following:

- a. Prior to the commencement of any preventative maintenance work, a preliminary coordination meeting will be held. At this meeting, the contractor shall submit his/her proposed maintenance schedule for each listed City facility location, for City approval.
- b. Submit a schedule of work to be performed, at least one (1) week prior to the beginning of that work, for City approval. Revisions to the schedule may be necessary to accommodate planned use of City facilities.
- c. The Contractor shall develop, maintain and update as part of the maintenance system documentation, data on each item of major equipment. The data shall also include necessary information to identify/reorder routine consumable and/or normally predictive failure components/sub-assemblies.
- d. The Contractor will complete a "Preventative Maintenance Program" form for each HVAC unit at each of the City owned facilities. This form shall be completed each time preventative maintenance is performed. These reports shall be submitted within 24 hours of completion, to the City's designee.
- e. Furnish detailed and accurate records applicable to the maintenance of the equipment indicated in these specifications. Include within those reports a dated history of all breakdowns/repairs that took place within the reporting period, for each listed piece of equipment.
- f. Provide annual status reports, which are to review each piece of equipment contained in the major equipment lists provided by the City. These reports shall describe the current condition of that equipment and its

anticipated remaining service life. These reports shall be submitted to the City's designee on or before March 1st of each year that the Agreement is in effect.

- g. Provide new operation and maintenance manuals for all major system components installed by the Contractor as requested by the City.
- h. The Contractor shall be available, at no additional charge, to provide technical consultation regarding design changes and equipment selection, based on past experiences with similar systems.
- i. Contractor shall examine carefully the sites of work. The execution an Agreement by the Contractor shall be considered evidence that the Contractor has investigated, and is satisfied as to the conditions to be encountered, the character and quality of the work to be performed and materials to be furnished, and the requirements of all documents referred to in the Agreement.
- j. Contractor shall maintain all equipment in good working order at all times. Contractor shall assure that all equipment is maintained in a satisfactory condition and capable of providing the designed capacity with required system performance and reliability.

3.4 Twenty-four (24) Hour Response

Twenty-four (24) hour response to all heating, ventilating, refrigeration and air conditioning, and/or chiller air handling unit and/or boiler maintenance and remedial services requests for all City of Norwalk owned facilities. Contractor must guarantee a maximum 2-hour response time for emergencies and a 4-hour response time for non-emergency service calls, twenty-four (24) hours per day, seven (7) days per week, including holidays. Whether or not the problem is an emergency will be determined by the City designee calling in the work during and/or after normal business hours.

The contractor shall provide a local telephone number where service personnel can be reached on an "on call" basis twenty-four (24) hours a day, seven (7) days per week. Any calls to this number must be returned within 30 minutes. This telephone number will be made available to all authorized personnel designated by the City. Time to respond shall start when the City calls the problem in to contractor's designated phone number.

3.5 Parts and Repair

The Contractor shall perform and/or provide the following:

- a. All preventive/corrective maintenance replacement and repair parts, components and devices for the specified mechanical/electrical systems and equipment shall be supplied by the Contractor and shall be included in the cost of the preventative maintenance service.
- b. All miscellaneous parts and supplies necessary to maintain the mechanical systems and equipment shall be supplied by the Contractor and shall be included in the cost of the service (belts, air filters, valve packings, lubricants, tools, paint, refrigerant, test instruments, meters, temperature control devices).

- c. When equipment or parts are replaced in their entirety and a new design of the device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.
- d. The type of air filters required for preventative maintenance service are 1" thick pleated filters on units below or equal to 5 tons, 2" thick on units above 5 tons.
- e. Contractor shall provide the City with a written report of any irregularities revealed as a result of the inspection and adjustments. Corrective measures or repairs that are required must be approved by the City's designee prior to work being completed.
- f. During the course of the Agreement, Contractor shall advise and assist in the determination of improvements to the mechanical system that shall conserve energy and minimize utility expenditures.
- g. When the cost of repair, including parts for a single repair, exceeds \$500.00, the Contractor shall supply the City's designee with a written quote (in person, fax or email), stating 'not to exceed' said amount including labor, tax, and other related costs. Contractor shall obtain written authorization from the City prior to proceeding with repair. All parts furnished shall be new material and include a minimum 1-year warranty from date of installation or manufacturer's warranty whichever is greater. The Contractor shall certify all parts costs and markups on invoices.

3.6 Non-Scheduled/Extra Work Service

Upon City's request, Contractor will evaluate the specific job and labor required upon arrival at the job site; and develop an estimate at no cost to City of the expected hours, materials and job cost, to include all taxes and other charges. Contractor must provide City designee written quote prior to proceeding with the work. City reserves the right to accept or refuse Contractor's offer. Contractor may proceed with the work after receipt of written authorization by City designee.

3.7 Specific HVAC Preventative Maintenance Duties – HVAC System

Contractor will be responsible for providing the below preventative maintenance duties for all HVAC units at all city owned facilities every four (4) months. Preventative maintenance activities shall include, but are not limited to the following checklist:

- a. Test and observe heating/cooling operation all equipment
- b. Furnish and replace all air filters to manufacturer's specification
- c. Note size and quantity of each filter for each HVAC unit
- d. Check for correct amperage draw of unit components
- e. Check refrigerant system for leaks/proper charge

- f. Check and clean condensate pans, drains and drain lines
- g. Check all electrical contacts/relays/contactors for wear. Record component temperatures
- h. Clean equipment of excessive grease and oil
- i. Secure all panels, covers, guards, etc.
- j. Inspect drive belts for tension, wear, and alignment and replace as needed
- k. Inspect/adjust equipment operation and safety controls
- l. Inspect/adjust furnace burners, ignition equipment, heat exchangers for cracks and gas valves
- m. Inspect fan blades/blowers wheels for balance, condition and cracks
- n. Check shaft/bearings condition and lubricate semi-annually. Record bearings temperatures
- o. Check all electrical connectors for condition/tightness
- p. Clean evaporator and condenser coils with industry standard cleaning chemicals/ rinse or brush condensers
- q. Finned Coils- Inspect evaporator, condenser and heat coils; clean and comb annually, and as needed
- r. Brush/clean all return air grills
- s. Observe air distribution devices for restrictions and adjust as needed
- t. Use high pressure air to blow out all condensate lines clean, from the inside out
- u. Open machine and remove and clean pan prior to blowing out debris
- v. Thermostats and Dampers - calibrate all thermostats and adjust all dampers to ensure proper operation of same with proper documentation submitted to the City
- w. Air Handlers – Check for proper operation; check blower mounting and tighten if necessary; check shaft alignment to motor; check blower pulley for security to shaft; check blower belt for conditions and tension. Adjust or replace belt as necessary; check blower rotation; oil or grease blower bearings as necessary

- x. Air Conditioning Refrigeration Machine- Check for proper operation; check oil level and condition of oil; check for oil and/or refrigerant leaks; check refrigerant – charge; check for unusual noise and vibration; check refrigeration compressor and refrigeration equipment and piping for leaks; check operation of safety and operating controls; check compressor mounting; check condition of insulation
- y. Exhaust Air Fans- Clean and sanitize; check fan belts and adjust or replace as necessary; lubricate motors and bearings with manufacturer's recommended lubricant as necessary; check amperage draw
- z. Following any and all scheduled preventative maintenance inspections, Contractor must notify the City designee of any needed repairs within 24 hours.

3.8 Specific Preventative Maintenance Duties – Air Handling Unit for Chiller System

Contractor will be responsible for providing the below preventative maintenance duties for an Air Handling Unit of an Air Cooled Chiller system (50 ton, with a package unit – two hermetic compressors and condensing units, and a chilled water pump) at one city owned facility. The Chiller System is a separate unit and should not be included as part of the maintenance agreement other than checks below. Preventative maintenance activities shall include, but not be limited to the following:

Air Handling Unit Only:

Every Four (4) Months:

- Visually inspect for damage, noise, and operational defects
- Check temperature of the supply and return air
- Check condensate pan and drain for proper drainage
- Visually inspect air filters and note condition
- Check thermostat operation and response of chill water control valve to change
- Provide and replace all air filters
- Check all wiring connections and terminals
- Check belts and sheaves for alignment, tightness, and wear; and replace as needed
- Check overall condition of equipment
- Check unit for excessive noise and vibration at fan and motor
- Check chilled water and hot water valves' operation
- Check Honeywell controller operation and settings

Annually:

- Perform all checks above in addition to the following, prior to the start of the cooling season:
- Clean coils and pan using low-pressure water and mild detergent coil cleaner
- Check drainage of the evaporator condensate pan by flushing, install algaecide tablet
- Log the unit's operation, including voltage, and amperage of fans, entering and leaving water and air temperatures
- Provide a complete written report and work done and the condition of the units

Chilled Water Pump:

Every Four (4) Months:

Visually inspect for any leaks, or conditions out of normal
If pump is in the standby position put it in operation to be sure it does function
Electrical: Visually inspect starters and wires for signs of burning or pitting
Make sure the motor fan air inlet is clean and free of debris that could cause overheating
Perform all monthly checks above in addition to the following:
Tighten all electrical wires and check for signs of wear and pitting at the starter
Record voltage and amperage (single phase)
Lubricate motor and pump bearings where applicable

Annually:

Perform all checks above in addition to the following:
Shut down and isolate each pump and clean suction diffuser or Y-strainers
Lubricate motor bearings and mechanical seal bearings if applicable
Check alignment of pump to motor on frame-mounted pumps
Starter: Inspect for pitting that may cause premature motor failure
Operational: Put into operation and record running voltage and amperage of each phase
Record suction and discharge pressure
Provide a complete written report of work done and the condition of the units

3.9 Specific Preventative Maintenance Duties – Water Boilers

Contractor will be responsible for providing the below preventative maintenance duties for two Water boilers at two city owned facilities every four (4) months. Preventative maintenance activities shall include, but not be limited to the following checklist:

Every Four (4) Months:

Check general machine operation
Check fire box for cracks and burner condition
Monitor heating capacity - compare to standard
Verify water pressure, safety controls and no water leaks
Check and adjust operating temperature and pressure
Check and adjust operating and safety controls
Check for proper pilot ignition and burner combustion
Test high limit control and pilot safety
Blow down boiler
Check water chemical content and record
Check all burners, pilots and safety valves
Drain and recharge expansion tank, if necessary
Check 10-water cut-off and automatic cooler feeder
Check water pressure regulator and relief valve
Check automatic gas valve and boiler control setting
Check proper operation of circulating pump

Annually:

Perform all checks above in addition to the following - Completed during summer months:
Pull boiler burners and clean
Brush clean the tubes and provide the gaskets to put it back together

Check general machine operation
Check for leaks
Check and adjust operating temperature and pressure
Check and adjust operating and safety controls
Check and adjust burner and pilot
Check and adjust automatic draft controls
Check and adjust automatic water feeder
Check surface temperature
Test high limit control; pilot safety; main flame safety; low water cutouts
Calibrate safety/operating controls A/R
Lubricate equipment as needed
Adjust burners
Open and de-scale and clean water storage tank
Review and evaluate log readings

SECTION 4 - FORM OF CONTRACT SAMPLE

**AGREEMENT FOR HVAC MAINTENANCE AND REPAIR SERVICES
(City of Norwalk)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the City of Norwalk, a municipal corporation ("CITY") and _____, a California corporation ("CONTRACTOR").

RECITALS

- A. CITY desires to utilize the services of a CONTRACTOR as an independent CONTRACTOR to provide HVAC maintenance and repair services citywide.
- B. CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- C. CITY desires to retain CONTRACTOR and CONTRACTOR desires to serve CITY to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. CONTRACTOR'S Services.

1.1 Scope of Services. CONTRACTOR shall perform the services more particularly described in Section 3 and provide HVAC maintenance and repair services citywide to the locations more particularly described in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full.

1.2 Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

1.3 Party Representatives. For the purposes of this Agreement, the CITY Representative shall be the CITY Manager or such other person designated by the CITY Manager (the "CITY Representative"). For the purposes of this Agreement, the CONTRACTOR Representative shall be _____ (the "CONTRACTOR Representative").

1.4 Time of Performance. CONTRACTOR shall commence the services contemplated under this Agreement immediately upon receipt of a City of Norwalk Purchase Order (PO).

2. Term of Agreement. The term of the proposed Agreement shall be from July 1, 2014 to June 30, 2015 ("initial term"). City may review the successful Contractor's performance under this Agreement and, upon mutual agreement with Contractor, may extend the Agreement beyond the initial term for four (4) additional one (1) year periods from July 1st through June 30th of each year thereafter.

3. Compensation - General.

3.1 Vendor shall be paid in accordance with the level of service provided per unit for preventative maintenance and as needed repair, as requested by the City, upon the satisfactory completion of all services.

3.2 Total compensation shall not exceed the amount specified in the price sheet (Exhibit C) unless said amount has been increased in writing by the contractual representative designated herein. Vendor shall not supply any services beyond the period of performance specified herein.

3.3 Vendor shall bill the City of Norwalk on a monthly basis and payment will be made within receipt of an acceptable invoice, which has been approved by the Project Manager or a designated representative.

4. Method of Payment.

4.1 Invoices. Not later than the fifteenth (15th) day of each month, CONTRACTOR shall submit to CITY invoices for all services performed and the expenses incurred pursuant to this Agreement during the preceding month. CITY shall review such invoices and notify CONTRACTOR within ten (10) business days of any disputed amounts. Invoices shall possess the following:

- a) CITY Purchase Order number.
- b) Deliver to Address
- c) Line item number
- d) Quantity ordered
- e) Quantity delivered
- f) Description of product
- g) Product Number
- h) Price per unit
- i) Net price
- j) Applicable taxes, charges, and fees

4.2 Payment. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 3.

4.3 Audit of Records. Upon CITY providing 24-hour prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available to CITY for review and audit by the CITY. CITY may conduct such review and audit at any time during CONTRACTOR'S regular working hours.

5. Standard of Performance. CONTRACTOR shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to CITY.

6. Ownership of Work Product. All reports, documents or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the project for which they were prepared shall be at the sole risk of CITY unless CITY compensates CONTRACTOR for such reuse.

7. Status as Independent Contractor. CONTRACTOR is, and shall at all times remain as to CITY, a wholly independent CONTRACTOR. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as set forth in this Agreement. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of CITY, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive CONTRACTOR of any and all defenses or immunities available to public officials acting in their official capacities. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent CONTRACTOR relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR'S employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR'S failure to promptly pay to CITY any reimbursement or indemnification arising under this Section 9.

8. Confidentiality. CONTRACTOR covenants that all data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR to any person or entity without prior written authorization by CITY. CITY

shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the termination of this Agreement. CONTRACTOR'S covenant under this Section shall survive the termination of this Agreement.

9. Conflict of Interest. CONTRACTOR and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to CONTRACTOR'S services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, CONTRACTOR shall retain the right to perform similar services for other clients, but CONTRACTOR and its officers, employees, associates and subcontractors shall not, without the prior written approval of the CITY Manager, perform work for another person or entity for whom CONTRACTOR is not currently performing work that would require CONTRACTOR or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless CITY, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from and against any and all liability or financial loss, including legal expenses and costs of expert witnesses and contractors, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the willful misconduct, negligent acts, errors or omissions of CONTRACTOR, including its officers, agents, employees, subcontractors or any person employed by CONTRACTOR, in the performance of this Agreement. The CONTRACTOR shall complete the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit E. CONTRACTOR agrees that CONTRACTOR'S covenant under this Section 12 shall survive the termination of this Agreement.

11. Insurance.

11.1. CONTRACTOR shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Key Rating Guide, and approved by the CITY,

(1) a policy or policies of broad-form commercial general liability insurance with minimum limits of one million dollars (\$1,000,000) combined single limit coverage against any injury, death, loss or property damage as a result of wrongful or negligent acts by successful Proposer, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) automobile liability insurance, with minimum combined single limits coverage of one million dollars (\$1,000,000);

(3) workers' compensation insurance with a minimum limit of one million dollars (\$1,000,000) or the amount required by law, whichever is greater, unless otherwise agreed to by City Manager or designee in writing.

CITY, its officers, employees, attorneys, and designated volunteers shall be named as additional insured's on the policy(ies) as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liabilities arising out of successful Proposer's work under this Agreement.

11.2 Each insurance policy required by this Section shall be endorsed as follows: (1) the insurer waives the right of subrogation against CITY, its officials, officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by CITY; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice to CITY.

11.3 All insurance coverages shall be confirmed by endorsements as described above and are subject to the approval of CITY. The CONTRACTOR is required to file the certificates of insurance with CITY on or before the Effective Date of the awarded Agreement, and to thereafter maintain current certificates of insurance on file with the City Clerk.

12. Cooperation. In the event any claim or action is brought against CITY relating to CONTRACTOR'S performance or services rendered under this Agreement, CONTRACTOR shall render any reasonable assistance and cooperation, which CITY might require.

13. Termination. After the initial term, either party may terminate this Agreement for any reason without penalty or obligation on thirty (30) calendar days written notice to the other party. CONTRACTOR shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and CONTRACTOR shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR'S and CITY'S regular business hours or by facsimile before or during CONTRACTOR'S regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

All notices shall be delivered to the parties are the following addresses:

If to CITY: City of Norwalk
Attn: City Clerk
12700 Norwalk Boulevard
PO Box 1030
Norwalk, CA 90651-1030
Fax: (562) 929-5773

With a copy to: City of Norwalk
Attn: Gary DiCorpo,
Deputy City Manager,
12700 Norwalk Boulevard
PO Box 1030
Norwalk, CA 90651-1030
Fax: (562) 929-5503

If to CONTRACTOR: _____

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

18. Non-Assignability; Subcontracting. CONTRACTOR shall not assign or subcontract all or any portion of this Agreement, unless otherwise approved by CITY. Any attempted or purported assignment or subcontracting by CONTRACTOR shall be null, void and of no effect.

19. Compliance with Laws. CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

20. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by CITY of any payment to CONTRACTOR constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of

CONTRACTOR, and the making of any such payment by CITY shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

21. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

22. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

23. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CONTRACTOR and CITY. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

CITY OF NORWALK

By: _____
Michael J. Egan
City Manager

ATTEST:

By: _____
Theresa Devoy
City Clerk

APPROVED AS TO FORM:

INSERT CONTRACTOR NAME HERE

By: _____
Steven L. Dorsey
City Attorney

By: _____
Name:

By: _____
Name:

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

LETTER OF TRANSMITTAL

CITY OF NORWALK
PURCHASING DIVISION
12700 NORWALK BLVD., ROOM 6
NORWALK, CA 90650

SUBJECT: INVITATION FOR BID (IFB) NO. 14-426
HVAC MAINTENANCE AND REPAIR SERVICES CITYWIDE

In response to the subject Invitation for Bid (IFB) and in accordance with the accompanying Instructions to Bidders, the Bidder hereby commits to the City of Norwalk to perform the work in accordance with the provisions in the Bid and any addenda thereto and at the prices stated in the Price Sheet, which will be included and made a part of any subsequent Contract.

The Bidder agrees that the Bid constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the Bid opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Bidder agrees to execute the Agreement and deliver it to the City of Norwalk within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Bidder certifies that it has:

1. Examined and is fully familiar with all the provisions of the IFB Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Bid and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Norwalk will not be responsible for any errors or omissions in the Bid.

The Bidder further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Bid as principals are those listed as such in the Bid Forms and that,
2. The Bid has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Bid Documents:

Addenda No(s)

_____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Bid /offer.

Bidder's Name _____

Business Address _____

Contact Person _____

Phone _____

Fax _____

Email Address _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Bid.)

For Bids requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

SCOPE OF SERVICES

The 'Scope of Services', Section 3, of IFB No. 14-426, is herein incorporated by reference.

**EXHIBIT B
UNIT LIST/LOCATIONS**

<u>Unit I.D.</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Tonnage (estimate)</u>	<u>Description/Info</u>	<u>Location</u>
AC-1	2002	Skil-Aire	PAH04H3	4	Offices	Aquatics
#1	2005	Carrier	48GSN048090611	4	Finance	City Hall
#2	2005	Carrier	48GSN036060511	3	Finance	City Hall
#3	2000	Carrier	50HS-024--311AB	2	MIS	City Hall
#4	2006	Carrier	48GSN036060511	3	MIS	City Hall
#5	2005	Carrier	48GSN04809611	4	Finance	City Hall
#6	2005	Carrier	48GSN036060511	3	Finance Director	City Hall
#7	2005	Carrier	48GSN036060511	3	Room 4	City Hall
#8	2005	Carrier	48GSN036060511	3	Council Office - South 1	City Hall
#9	2005	Carrier	48GSN036060511	3	City Manager	City Hall
#10	2005	Carrier	48GSN042060501	4	Admin Lobby	City Hall
#11	2004	Carrier	48GSN06090601	5	Admin N/E Office	City Hall
#12	2005	Carrier	48GSN04809611	4	Public Safety - North	City Hall
#13	2004	Carrier	48GSN0360600511	3	Mail Room	City Hall
#14	2013	York	DINQ024N05606NX C	2	Room 1	City Hall
#15	2006	Carrier	48GSN060090601	5	Public Safety Rm 15	City Hall
#16	2006	Carrier	48GSN060090601	5	Code Enforcement	City Hall
#17	2006	Carrier	48GSN060090601	5	Planner's Office	City Hall
#18	2006	Carrier	48GSN060090601	5	Comm Development	City Hall
#19	2006	Carrier	48GSN042060501	4	CD Conf Room	City Hall
#20	2006	Carrier	48GSN042060501	4	Engineering	City Hall
#21	2005	Carrier	48GSN48090611	4	City Clerk East Office	City Hall
#22	2005	Carrier	48GSN048090611	4	City Clerk	City Hall
#23	2006	Carrier	48GSN060090601	5	City Clerk-Director	City Hall
#24	2005	Carrier	48GSN048090611	4	HR Hallway	City Hall
#25	2005	Carrier	48GSN036060511	3	Finance Room 5	City Hall

B #5	1976	York	LCHA-50-46	Air Cooled Chiller	Council Chambers	City Hall
B #5	1976	Bell & Gossett	P57281	Chiller Pump	Council Chambers	City Hall
B #3	2003	Carrier	38YCC060560	5	Lunch Room - East	City Hall - Basement
B #3	2003	Carrier	38YCC060560	5	Conf. Room - East	City Hall - Basement
B #2	2003	Carrier	38YCC060560	5	Cable TV	City Hall - Basement
B #2	2003	Carrier	38YCC060560	5	Cable TV	City Hall - Basement
B #1	2004	Carrier	38YCC060560	5	Conf. Room - West	City Hall - Basement
B #1	2004	Carrier	38YCC060560	5	Conf. Room - West	City Hall - Basement
B #4	2004	Carrier	38AKS012-601	5	Rm. 16	City Hall - Basement
B #4-FAU	2004	Carrier	39LA1081BA1031-R	Air Handler	Rm. 16	City Hall - Basement
B #5	1976	Raypak Inc.	Hi-0824C-CEARCAA	--	Water Boiler	City Hall - Basement
AC-1	1984	Carrier	48DJE004610	3	Hargitt Room	Community Mtg. Center
AC-2	1984	Carrier	48DJE004610	3	Hargitt Room	Community Mtg. Center
AC-3	1984	Carrier	48DJE006630	5	Hallway	Community Mtg. Center
AC-4	2009	Carrier	48ESN036060501	3	Office	Community Mtg. Center
AC-5	1984	Carrier	48DP014510	12.5	Sproul Room-East	Community Mtg. Center
AC-6	1984	Carrier	48DP014510	12.5	Sproul Room-West	Community Mtg. Center
AC-7	1984	Carrier	48LD008500	7.5	Founder's Room	Community Mtg. Center
EF-1	1984	Not available	Not available	vent	Kitchen	Community Mtg. Center
AC-1	1990	Carrier	48HJM004-351	3	Hallway	Cultural Arts Center
AC-2	1990	Carrier	48HJM004-351	3	Paxton Gallery	Cultural Arts Center
AC-3	1990	Carrier	48HJM004-351	3	Office & Room 1	Cultural Arts Center
AC-4	1990	Carrier	48HJM004-351	3	Rooms 2 & 3	Cultural Arts Center
AC-1	1990	Carrier	48DJE004310	3	MPR-North	Cultural Arts Center - MPR
AC-2	1990	Carrier	48DJE004310	3	MPR-South	Cultural Arts Center - MPR
AC-3	1990	Carrier	48DJE004310	3		Cultural Arts Center - MPR
AC-1	1993	Carrier	Not available	?		Gerdes Park

AC-2	1993	Carrier	48NMX060301BE	5		Gerdes Park
AC-1		BDP	588ANW048080AAG	3 -?		Golf Course
AC-1	1993	Supreme Aire	AC1232	10 -?		Hermosillo Park
Furnace	1993	Supreme Aire	WG100	heater		Hermosillo Park
BC-1	2014	YORK	ZF240N24S4S4AAA2	20	Gym-Basketball Court	NASC
BC-2	1990	Carrier	48LJD024600AC	20	Gym-Basketball Court	NASC
AC-3	1990	Carrier	48DP0166MA	15	Boxing Room	NASC
AC-4	1990	Carrier	48DP016620	15	Activity Room, 2nd floor	NASC
AC-5	1990	Carrier	48DP016620	15	Activity Room, 2nd floor	NASC
AC-6	1990	Carrier	48DP016620	15	South side of lobby	NASC
AC-7	1990	Carrier	48DJE012630	10	Offices, 2nd floor	NASC
AC-8	1990	Carrier	48DJE008630	7.5	Weight Room-South	NASC
AC-9	1990	Carrier	48DJE008630	7.5	Weight Room-North	NASC
AC-10	1990	Carrier	48DJEXXX	4	Handball Court	NASC
AC-11	1990	Carrier	48DJE006630	5	North side of lobby	NASC
AC-12	1990	Carrier	48DJE0056	4	Handball Court	NASC
AC-13	2013	Lennox	ZGA036S4BW1G	3	Front offices	NASC
AC-14	1990	Carrier	48DJE005630	4	Admin Offices	NASC
EF-1	1990	Penn	AB35	vent		NASC
EF-2	1990	Penn	AB35	vent		NASC
EF-3	1990	Penn	AB35	vent		NASC
1	1990	Reznor	HCRPB125SZJ	heater	Locker Room	NASC
2	1990	Reznor	HCRPB125SZJ	heater	Locker Room	NASC
--		Raypak Inc.	W2-0724C-DCARDAA	1,017 gal. steel tank	Water Boiler	NASC
#EF 22	2001	Greenheck	#CUBE-160-S	Fan		Public Services/Transit
#EF 20	2001	Greenheck	#CUBE-420-SO	Fan		Public Services/Transit
#EF 32	2001	Greenheck	#G-080-DGEX-QD	Fan		Public Services/Transit
#EF 21	2001	Greenheck	#CUBE-470-SO	Fan		Public Services/Transit
#CU 8	2001	Carrier	#38HDC024331	2		Public Services/Transit

#CU 10	2000	Carrier	#38QR024C331	2		Public Services/Transit
#EF 23	2001	Greenheck	#G-80-D-X	Fan		Public Services/Transit
#EF 24	2001	Greenheck	#G-60-DGEX-QD	Fan		Public Services/Transit
#EF 25	2001	Greenheck	#GB706XQDR4	Fan		Public Services/Transit
#EF 26	2001	Greenheck	#CUBE-470-80	Fan		Public Services/Transit
#EF 27	2001	Greenheck	#CUBE-30050X	Fan		Public Services/Transit
#CU 9	2001	Carrier	#38QR024C331	2		Public Services/Transit
#FAU 8	2001	Carrier	#D018300G21	Split Unit Fan		Public Services/Transit
#FAU 10	2001	Carrier	#FB4ANF024	Split Unit Fan		Public Services/Transit
#FAU 9	2001	Carrier	#FB4ANF024	Split Unit Fan		Public Services/Transit
#HP 1	2001	Carrier	#50HJQ012-611	7	Office	Public Services/Transit
#HP 8	2001	Carrier	#50HX-024-311AA	2	Office	Public Services/Transit
#HP 15	2001	Carrier	#50HX-024-311AA	2	Office	Public Services/Transit
#HP 10	2001	Carrier	#50HJQ005601	4	Office	Public Services/Transit
#HP 11	2001	Carrier	#50HX-024-311AA	2	Office	Public Services/Transit
#HP 9	2001	Carrier	#50HJQ004-601	2	Office	Public Services/Transit
#HP 18	2001	Carrier	#50HJQ004-601	4	Office	Public Services/Transit
#HP 19	2001	Carrier	#50HJQ006-601	4	Office	Public Services/Transit
#HP 16	2001	Carrier	#50HJQ005-601	4	Office	Public Services/Transit
#EF 10	2001	Greenheck	#GB131-5X-QD	Fan	Office	Public Services/Transit
#CU 4	2001	Carrier	#388K012310	1	Office	Public Services/Transit
#HP 17	2001	Carrier	#50HX-024-311AA	2	Office	Public Services/Transit
#EF 11	2001	Greenheck	#GB70-6X-QD	Fan	Office	Public Services/Transit
#EF 9	2001	Greenheck	#GB-606XQD	Fan	Office	Public Services/Transit
#FAU 4	2001	Carrier	#40QNH012300	1	Office	Public Services/Transit
#HP 12	2001	Carrier	#50HJQ004-601	5	Office	Public Services/Transit
#HP 14	2001	Carrier	#50HX-024-311AA	2	Office	Public Services/Transit

#HP 15	2001	Carrier	#50HJQ004-601	2	Office	Public Services/Transit
#HP 2	2001	Carrier	#50HX-024-311AA	2	Office	Public Services/Transit
#HP 3	2001	Carrier	#50HX-024-311AA	2	Office	Public Services/Transit
#HP 4	2001	Carrier	#50HX-024-311AA	2	Office	Public Services/Transit
#HP 5	2001	Carrier	#50HJQ007-601	5	Office	Public Services/Transit
#HP 6	2001	Carrier	#50HJQ004-601	5	Office	Public Services/Transit
#HP 7	2001	Carrier	#50HX-024-311AA	2	Office	Public Services/Transit
#HP 5	2001	Greenheck	#GB-130-7	5	Office	Public Services/Transit
#CU 1	2001	Carrier	#38HDC018341	Split Unit	Office	Public Services/Transit
#CU 2	2001	Carrier	#38HDC024331	Split Unit	Office	Public Services/Transit
#CU 3	2001	Carrier	#39HDC018341	Split Unit	Office	Public Services/Transit
#FAU 1	2001	Carrier	N/A	Split Unit Fan	Office	Public Services/Transit
#FAU 2	2001	Carrier	N/A	Split Unit Fan	Office	Public Services/Transit
#FAU 3	2001	Carrier	N/A	Split Unit Fan	Office	Public Services/Transit
#MVA 1	2001	Reznor	#HCRG400-CRGBL400		Vehicle Maint	Public Services/Transit
#MVA 2	2001	Reznor	#HCRGB75-S-2		Vehicle Maint	Public Services/Transit
#EF 19	2001	Greenheck	#CUBE-100-3	Fan	Vehicle Maint	Public Services/Transit
#EF 17	2001	Greenheck	#CUBE-140-SX	Fan	Vehicle Maint	Public Services/Transit
#EF 18	2001	Greenheck	#SFB-9-7-CW-0B	Fan	Vehicle Maint	Public Services/Transit
#EF 13	2001	Greenheck	#CUBE-300HP-S0X	Fan	Vehicle Maint	Public Services/Transit
#SF 1	2001	Greenheck	#RSF-120-20T	Fan	Vehicle Maint	Public Services/Transit
#EF 16	2001	Greenheck	#CUBE-180HP-15-X	Fan	Vehicle Maint	Public Services/Transit
#EF 14	2001	Greenheck	#GB-70-6X-OD	Fan	Vehicle Maint	Public Services/Transit
#EF 15	2001	Greenheck	#GB706XQD	Fan	Vehicle Maint	Public Services/Transit
#EF 17	2001	Greenheck	#CUBE-300HP-S0X	Fan	Vehicle Maint	Public Services/Transit
#CU 11	2001	Carrier	#38QR024C331	Split Unit	Vehicle Maint	Public Services/Transit
#CU 7	2001	Carrier	#38QR024C331	Split Unit	Vehicle Maint	Public Services/Transit

#CU 6	2001	Carrier	#38QR0361511	Split Unit	Vehicle Maint	Public Services/Transit
#CU 5	2001	Carrier	#38QR0240331	Split Unit	Vehicle Maint	Public Services/Transit
#FAU 6	2001	Carrier	#FB4ANF036	Split Unit Fan	Vehicle Maint	Public Services/Transit
#FAU 11	2001	Carrier	#FB4ANF024	Split Unit Fan	Vehicle Maint	Public Services/Transit
#FAU 5	2001	Carrier	#FB4ANF024	Split Unit Fan	Vehicle Maint	Public Services/Transit
AC-1	2007	Carrier	50HJQ006	5		Sara Mendez Park
AC-2	2007	Carrier	50HJQ004	3		Sara Mendez Park
EF-1	2007	Cook	11-ACE-B	vent		Sara Mendez Park
#10	2002	Bryant	549BPX060000AAAA	5	Activity Room A	Senior Center
#7	2002	Bryant	549BPX060000AAAA	5	Activity Room B	Senior Center
#11	2002	Bryant	549BPX060000AAAA	5	TV/Lounge	Senior Center
#4	2002	Carrier	50HJQ008501	7.5	Pool Room	Senior Center
#5	2002	Carrier	50HJQ008510	7.5	Exercise Room	Senior Center
#6	2002	Carrier	50HS—048-311AB	4	Medical Offices	Senior Center
#1	2005	Carrier	50HJQ008501	7.5	MPR	Senior Center
#2	2003	Carrier	50HJQ012511	10	Kitchen	Senior Center
#3	2003	Carrier	50HJQ008510	7.5	MPR	Senior Center
#8	2002	Carrier	50HJQ008501	7	Offices	Senior Center
#9	2005	Carrier	50HJQ008501	7	Office/Lobby	Senior Center
F-1	2002	Cook	195VCRHP	Exhaust Fan	Exhaust Fan	Senior Center
F-2	2002	Greenheck	KSU-112-H20-DB	Exhaust Fan	Exhaust Fan	Senior Center
F-3	2002	Greenheck	LMDGOD	Exhaust Fan	Exhaust Fan	Senior Center
#6	2002	Carrier	48PGLM12-AE50	10	Admin Offices	Social Services
#5	2002	Carrier	48PGLM07-AE50-BP	6	Pool Room	Social Services
#2	2002	Lennox	THA090SBN2Y	7.5	Conference Room	Social Services
#4	2002	Carrier	48PGLM08-AE50	7.5	MPR - North	Social Services
#3	2002	Carrier	48PGLM08-AE50	7.5	MPR - South	Social Services
#1	2002	Carrier	50JS-036-501	2	Child Care	Social Services
AC-1	1995	Carrier	50HJQ012501	10		Teen Center

AC-1	2010	Carrier	48PGLM14-AE50	12.5	Main Area	Alondra Library
AC-1	2010	Carrier	48PGLM06-AE50	5	Offices	Alondra Library
AC-1	to be	provided	to be provided	to be provided	Building	Vista Verde Park

**EXHIBIT C
PRICE SHEET**

ANNUAL Preventative Maintenance Cost to provide service every four (4) months		
City Hall	12700 Norwalk Blvd.	
Thirty-five (35) units (Does not include Air Cooled Chiller)		
	City Hall Total	\$
NASC	13000 Clarkdale Ave.	
Twenty (20) Units		
	NASC Total	\$
Community Mtg. Center	13000 Clarkdale	
Eight (8) Units		
	Community Mtg Center Total	\$
Cultural Arts Center	13200 Clarkdale Ave.	
Seven (7) Units		
	Cultural Arts Ctr. Total	\$
Aquatics	12301 Sproul St.	
One (1) Unit		
	Aquatics Total	\$
Public Services/Transit	12650 Imperial Hwy.	
Forty-Six (46) Units		
	Public Svc/Transit Total	\$
Vehicle Maintenance	12650 Imperial Hwy.	
Eighteen (18) Units		
	Vehicle Maintenance Total	\$

Senior Center	14040 San Antonio Dr.	
Fourteen (14) Units		
	Senior Center Total	\$
Social Services	11929 Alondra Blvd.	
Six (6) Units		
	Social Services Total	\$
Alondra Library	11949 Alondra Blvd.	
Two (2) Units		
	Alondra Library Total	\$
Gerdes Park	14700 Gridley Rd.	
Two (2) Units		
	Gerdes Park Total	\$
Golf Course	13717 Shoemaker Ave.	
One (1) Unit		
	Golf Course Total	\$
Hermosillo Park	11959 162nd St.	
Two (2) Units		
	Hermosillo Park Total	\$
Teen Center	12305 Sproul St.	
One (1) Unit		
	Teen Center Total	\$

Sara Mendez Park	11660 Dune St.	
Three (3) Units		
	Sara Mendez Total	\$
Vista Verde Park	11459 Ratliffe St.	
One (1) Unit		
	Vista Verde Park Total	\$
	Grand Total	\$

For service or repairs required outside of regularly scheduled preventative maintenance, please provide rates for working and emergency hour service calls.

Working Hours: Monday through Friday, 8am – 5:00pm

Labor Rate: \$ _____ Other: _____ \$ _____
Please List

Truck Charge: \$ _____

Emergency Hours: Weekends, Holidays and Monday through Friday, after 5:00pm

Labor Rate: \$ _____ Other: _____ \$ _____
Please List

Truck Charge: \$ _____

REFERENCES

Bidders shall furnish a minimum of three (3) references of customers for which they have been the Principal or are currently the Principal for work of a similar nature to the requirements outlined in this IFB.

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work and contract amount:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work and contract amount:	

Company name:	
Address:	
Phone number and Email:	
Contact Person:	
Description of work and contract amount:	

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: RFP No. 14-426 HVAC Preventative Maintenance and Repair Services Citywide

Indemnitor(s): _____
(list all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Norwalk and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____
(Print)

Name: _____
(Print)

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATION OF NON-COLLUSION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such prices with any other Bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competition; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purposes of restricting competition.

Dated: _____

Company Name: _____

Signature: _____

NOTARY

Subscribed and sworn before me this _____ day of _____, 20__.

_____ My commission expires _____, 20__.

Type or Print Title

TRI-WEST MECHANICAL INC.



13045 E. Telegraph Road
Santa Fe Springs, CA 90670
Phone: (562) 777-0302
Fax: (562) 777-0133

HEATING * AIR CONDITIONING * REFRIGERATION
CA Contractors License C-20: 793840

CUSTOMER

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attention: Mr. Salvador Mendez

JOB SITE

City of Lynwood
Bullis Road
Lynwood, CA 90262

Tri-West Mechanical, Inc. agrees to furnish and complete the following **GOLDEN MAINTENANCE SERVICES:**

1. Perform regular inspections on the heating, ventilating and air conditioning equipment as per attached MAINTENANCE PROCEDURES. These inspections will be limited to only the equipment that is listed on the attached EQUIPMENT LIST.
2. Filters will be provided and changed during this contract. Coils will be cleaned. Belts are not included.
3. Tri-West Mechanical, Inc. will provide service as needed between regularly scheduled inspections. This service will only be provided during the working hours (8:00 AM to 4:30 PM Monday thru Friday).
 THIS SERVICE WILL BE EVERY: Three Months
 OUR CONTRACT BILLING WILL BE: \$ 5,875.00 Per Trip
4. In the event service is required, our Monday thru Friday 8:00AM thru 5:00PM services will be billed at the rates listed below.
 REGULAR TRUCK CHARGE: \$ 45.00/one time charge per service.
 REGULAR LABOR RATE: \$ 87.50 per hour/2 hour minimum.
5. In the event after hours emergency service is required, our Monday thru Friday after 5:00 PM, Saturday, Sunday, and Holiday emergency services will be billed at the rates listed below.
 EMERGENCY TRUCK CHARGE: \$ 45.00/one time charge per service.
 EMERGENCY LABOR RATE: \$ 131.25 per hour/2 hour minimum.

Tri-West Mechanical, Inc. assumes no liability for breakdown and wishes to emphasize that this contract is for GOLDEN MAINTENANCE ONLY. This maintenance charge does not include replacement parts or materials unless otherwise specified. This agreement may be terminated by either party upon Thirty (30) Days written notice. This contract only applies to the specific equipment described on the attached EQUIPMENT LIST.

In the event of legal action to enforce any of the terms of this contract, reasonable attorney's fees shall be allowed the successful party. Arbitration will be allowed if agreed to by both parties. This contract sets forth the entire agreement between the parties hereto and there are no outside verbal or written agreements or understandings changing or modifying in any way the terms of this written contract.

If you have any questions regarding this contract, please do not hesitate to contact me at: (562) 659-4008

Tri-West Mechanical, Inc.

Andy Blank

Date: 8-3-2016

Title: President

Accepted: _____

Date: _____

Title: _____

Providing 24 hour service for all your: Heating, Air Conditioning and Refrigeration needs.



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Location: City of Lynwood

GOLDEN MAINTENANCE PROCEDURES

- | | | |
|-----|--|------------------------------------|
| 1. | Inspect refrigeration compressor(s). | Included |
| 2. | Check system pressures. | Included |
| 3. | Inspect fan belts, replace as necessary. | Included (belt price not included) |
| 4. | Check refrigerant charge. | Included |
| 5. | Inspect air filters, replace as necessary. | Included |
| 6. | Inspect condenser and evaporator coils. | Included |
| 7. | Check condensate pans and drain lines. | Included |
| 8. | Check fan bearings, lubricate as required. | Included |
| 9. | Check motor bearings, lubricate as required. | Included |
| 10. | Inspect hot water/steam boilers. | Included |
| 11. | Inspect gas furnaces. | Included |
| 12. | Check chilled water level. | N/A |
| 13. | Check hot water level. | Included |
| 14. | Check condenser water level. | N/A |
| 15. | Check cooling tower(s), clean as necessary. | N/A |
| 16. | Inspect control air compressors. | Included |
| 17. | Inspect operating and safety controls. | Included |
| 18. | Inspect chilled water pumps. | N/A |

TRI-WEST MECHANICAL INC.



HEATING * AIR CONDITIONING * REFRIGERATION
CA Contractors License C-20: 793840

13045 E. Telegraph Road
Santa Fe Springs, CA 90670
Phone: (562) 777-0302
Fax: (562) 777-0133

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Location: City of Lynwood

- | | | |
|-----|---|--------------------------------------|
| 19. | Inspect condenser water pumps. | N/A |
| 20. | Inspect hot water pumps. | Included |
| 21. | Report discrepancies. | Included |
| 22. | Warranty of coil(s). | N/A |
| 23. | Warranty of driers | N/A |
| 24. | Recharging of system due to leaking coil. | N/A |
| 25. | Warranty of heat exchanger. | N/A |
| 26. | Coil Cleaning – One time per year. | Included - Evaporative and Condenser |



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnol'do Beltrán, City Manager *JAB*

PREPARED BY: Mark Flores, Director - Recreation & Community Services *MF*

SUBJECT: Authorization to Apply for Youth Soccer and Recreation Development OGALS Parks Grant

Recommendation:

Staff recommends that the City Council review and adopt the attached resolution entitled: "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING APPLICATION FOR YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM GRANT FUNDS."

Background:

The purpose of this item is to request authorization from the Lynwood City Council to develop and submit an application to the California State Department of Parks and Recreation for the Youth Soccer and Recreation Development Program (OGALS) grant program. Per grant requirements, the funding opportunity requires an authorizing resolution from the City's governing body.

AGENDA
ITEM
15

Discussion & Analysis:

This grant opportunity from the California State Department of Parks and Recreation is funded by funds from Proposition 40. On March 5, 2002, voters passed Proposition 40 by 56.8%, the \$2.6 billion "California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002" (2002 Resources Bond). The passage of Proposition 40 provides funds for local assistance grants as set forth in §5096.600 through §5096.683 of the Public Resources Code.

The intent of the Youth Soccer Program is to award grants on a competitive basis for "fostering the development of new youth soccer, baseball, softball, and basketball recreation opportunities...(in) heavily populated, low-income urban areas with a high youth crime and unemployment rate" to Local Agencies and Community-Based Organizations as set forth in §5004.5 of the Public Resources Code. This program places a priority on the creation of new program opportunities for youth that include a water conservation measure.

The Recreation & Community Services Department will work with the City's grant consulting firm and the appropriate City Departments to develop and propose a grant application (with a value of up to \$1,000,000) for the rehabilitation and renovation of the athletic field on the north-side of Burke-Ham Park (11832 Atlantic Ave.). An in-person meeting with a grant representative from the California State Department of Parks and Recreation to review our project concept indicated that it would be highly competitive. Scope of final project is dependent upon final approved funding level. Staff respectfully recommends that the City Council adopt the authorizing resolution.

Fiscal Impact:

This grant program requires matching funds for costs not covered by the grant (if any and to be determined). Pending final approved project and grant level, staff estimates that permissible grant expenditures will fully cover project costs. Should this California State Department of Parks and Recreation grant be awarded to the City, the City may consider using, to be identified and eligible, non-general fund monies and other grants to supplement a final project.

Coordinated with:

City Manager
Finance Department
City Attorney's Office

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING APPLICATION FOR YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Youth Soccer and Recreation Development Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:

Section 1. The City Council authorizes and directs staff to apply for and submit to the State Department of Parks and Recreation an application for the renovation and rehabilitation of Burke-Ham Park Athletic Fields.

Section 2. The City Council certifies that the City of Lynwood has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to compete the project.

Section 3. The City Council certifies that if the project is awarded the Applicant has or will have sufficient funds to operate and maintain the project.

Section 4. The City Council certifies that Applicant has reviewed, understands and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.

Section 5. The City Council delegates authority to the Lynwood City Manager or his/her designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, and payment requests, which may be necessary for the completion of the Grant Scope.

Section 6. The City Council agrees to comply with all applicable federal, state and local laws, ordinances, rules regulations and guidelines.

Section 7. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED THIS 4th day of October, 2016.

Edwin E. Hernandez, Mayor

ATTEST:

Maria Quinonez, City Clerk

J. Arnoldo Beltrán, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia, City Attorney

Mark Flores, Director
Recreation & Community Services

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of said City at its regular meeting thereof held in the City Hall of the City on the _____ day of _____, 2016 and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, City of Lynwood

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this _____ day of _____, 2016.

City Clerk, City of Lynwood



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Raul Godinez II, P.E., Director of Public Works/City Engineer *RG*
Elias Saikaly, P.E., Senior Public Works Manager

SUBJECT: Authorization for the City Manager to Approve Change Orders Up to the Available Contingency Amount For the Long Beach Boulevard Improvement Project Project No. 4011.67.993

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF CITY OF LYNWOOD AUTHORIZING THE CITY MANAGER TO APPROVE CONTRACT CHANGE ORDERS AND CONTRACT AMENDMENTS FOR THE LONG BEACH IMPROVEMENT PROJECT; PROJECT NUMBER 4011.67.993 UP TO THE AVAILABLE CONTINGENCY AMOUNT."

Background:

The Long Beach Boulevard Improvement Project, from Imperial Highway to Tweedy Boulevard, is listed in the fiscal year 16-17 CIP budget for construction. The project is funded by Federal funds, Caltrans, and Prop. C Funds, administered by the Metropolitan Transportation Authority (MTA).

This project entails the rehabilitation of street pavement, replacement of damaged curbs and gutters, driveway approaches, sidewalks, wheelchair ramps, pavement striping and signage, new bus pads, and the removal and replacement of all median islands with native California plants, shrubs and trees and a new irrigation system.

The improvements on Long Beach Boulevard also include the construction of four Bio Filtration systems. This filtration system will be installed in advance of the storm drain system where it allows the storm water to enter a landscaped filtration

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system and infiltrate. Any storm water overflow will then be diverted to the existing catch basin.

Discussion & Analysis:

On August 2, 2016, the City Council awarded a construction contract to Nobest Incorporated; the apparent lowest responsible bidder based on its low base bid of \$3,589,848.67.

The Lynwood Municipal Code Section 6-3.15 provide authority to the City Manager to approve in writing any modification involving an addition to, deletion from, or revision in any item in such contract, including, without limitation, plans, specifications and extra work, and change orders relating to the nature or quantity of services, equipment, supplies or work. The City Manager is limited to approve change orders in an amount not to exceed \$50,000 or 25% of the original contract price, whichever is less.

Based on this, the City Manager's change order approval authority is limited to \$50,000 for Nobest Inc., \$46,750 for Infrastructure Engineers and \$8,541.25 for Avant Garde, which are the contractor, construction manager and labor compliance consultant, respectively.

Project Budget, Cost and Contingency

On August 2, 2016, the City Council authorized a budget of \$4,666,803.27 for this Project. The budget includes construction work, project construction management and inspection and project labor compliance.

The project budget is broken down as follows:

▪ Construction Contract:	\$ 3,589,848.67
▪ Construction Contingencies 10%:	358,984.87
▪ Construction Administration 10%:	358,984.87
▪ Construction Management & Inspection 10%:	<u>358,984.87</u>
TOTAL	\$ 4,666,803.27

Contract Amendments and Change Orders

The Lynwood Municipal Code Section 6-3.15 provides authority to the City Manager to approve in writing any modification involving an addition to, deletion from, or revision in any item in such contract, including, without limitation, plans, specifications and extra work, and change orders relating to the nature or quantity of services, equipment, supplies or work. The City Manager is limited to approve change orders and contract amendments in an amount not to exceed \$50,000 or 25% of the original contract price, whichever is lesser.

To expedite approval of change orders or contract amendments, and minimize impact to the project schedule, staff recommends that the City Manager be allowed to approve change orders, and contract amendments in the amount of available contingency up to the project budget of \$4,666,803.27.

Construction work for the Long beach Boulevard requires coordination between several trades with very limited flexibility in the schedule. If a change order is warranted, and staff is required to go to City Council prior to the start of the work, work may be delayed thus impacting the scheduling of other work by other subcontractors.

Lynwood Municipal Code (LMC) Section 6-3.15(f) requires the City Manager to report to the City Council on modifications and change orders every three months. The City Council will receive these quarterly reports on the City Manager's approved change orders.

Any new public works contract or professional services contract requiring City Council approval will continue to be brought back to the City Council for its review and approval.

Fiscal Impact:

Staff is not requesting any additional funds for the recommended action; there are adequate funds appropriated for this project. This project is federally funded and administered by Caltrans in the amount of \$2,932,760 which includes \$773,000 of STPL Fund. The remaining balance of \$1,734,043.27 will be covered by Proposition C Funds.

Coordinated With:

Finance & Administration
Recreation and Community Services
City Attorney

RESOLUTION. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF LYNWOOD AUTHORIZING THE CITY MANAGER TO APPROVE CONTRACT CHANGE ORDERS AND CONTRACT AMENDMENTS FOR THE LONG BEACH IMPROVEMENT PROJECT; PROJECT NUMBER 4011.67.993 UP TO THE AVAILABLE CONTINGENCY AMOUNT

WHEREAS, the City Council approved the construction of the Long Beach Boulevard Improvement Project; and

WHEREAS, the construction cost of the project, including all contingencies (construction, project management and inspection) amount to \$4,666,803.27; and

WHEREAS, Lynwood Municipal Code 6-3.15 authorizes the City Manager to approve change orders on any contract for professional services or construction on a public works project in the amount not to exceed \$50,000 or 25% of the original contract price; and

WHEREAS, to keep pace with the project delivery and avoid construction delays caused by the City, staff is requesting authorizing the City Manager to approve Change Orders in excess of the \$50,000 limit for Nobest Inc., Infrastructure Engineers and Avant Garde to the available contingency amount.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:

Section 1. That the City Council authorizes the City Manager spend up to the project budget not-to-exceed \$4,666,803.27 for any Change Orders and contract amendments on the Long Beach Boulevard improvement project; project No. 4011.67.993.

Section 2. That this Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 4th day of October, 2016.

Edwin Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

Raul Godínez II, P.E.
Director of Public Works /City Engineer

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of _____, _____, and passed by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, City of Lynwood

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this _____ day of _____, _____

City Clerk, City of Lynwood



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB* *RG*

PREPARED BY: Raul Godinez, II, P.E., Director of Public Works / City Engineer
Elias Saikaly, P.E., Senior Public Works Manager

SUBJECT: Consideration of a Resolution Opposing Los Angeles County Metropolitan Transportation Authority's Proposed Ballot Measure

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD OPPOSING THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY'S PROPOSED BALLOT MEASURE FOR A TRANSPORTATION SALES TAX AND EXPENDITURE PLAN."

Background:

At their June 23, 2016 meeting, the Los Angeles County Metropolitan Transportation Authority (MTA) Board adopted, (a) an Ordinance, inclusive of the Expenditure Plan, to implement the Los Angeles County's Improvement Plan through a transportation sales tax measure, and (b) a Resolution to place the Ordinance on the ballot for November 8, 2016. Though opposed by the Gateway Cities COG representative, the proposed sales tax measure and ballot passed with an 11-2 vote.

The adopted Expenditure Plan has a number of features. Highlights that are particularly specific to Lynwood are listed below:

- Local Return is set at 17%. It will increase by 3% to 20% starting in 2040.
- The draft Expenditure Plan proposed completing the West Santa Ana Transit Corridor LRT in two phases, however, the revised plan proposes to accelerate and complete it in one phase starting in FY 2022 and ending in FY 2028.
- The I-710 Corridor is proposed to be funded in two phases. Phase 1 would be funded in FY 2026 and Phase 2 in FY 2032.

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The expenditure plan eliminates the 2057 end date to the ordinance to enable project acceleration and more local return. The complete Expenditure Plan is attached as Attachment A.

The Gateway Cities Council of Governments (Gateway Cities COG) and South Bay Council of Governments (South Bay COG) have expressed concerns about the proposed Ballot Measure. While the Ballot Measure is supported in concept, the adopted Expenditure Plan has been controversial. The following is a brief summary of the topics that should be understood prior to taking a position on the Ballot Measure.

- Although projects are being accelerated, there is an issue with this part of the Expenditure Plan due to projects located in the Gateway Region not being prioritized, and ultimately being funded in the later years of the plan.
- Agencies have requested a Local Return of 25%; however, Local return is proposed at 17% in FY 2017 and 20% in FY 2040.
- The Expenditure Plan of the new ½ cent sales tax measure does not honor the will of the voters when they passed Measure R in 2008. Instead of prioritizing projects already approved by the voters in 2008, the Expenditure Plan proposes entirely new projects and accelerates their implementation ahead of the projects approved in 2008.
- The sales tax measure also proposes increasing funding for the \$10.9 billion Westside Sepulveda Pass Tunnel, which was funded for \$1 billion in Measure R. The Gateway COG notes that "The City of Boston struggled with funding the "Big Dig" and Los Angeles will struggle with funding the "Big Tunnel." If approved, the Big Tunnel will result in over 15% of the entire tax proceeds funding just one project."
- The Ballot Measure includes provisions that: (a) local agencies make a 3% local contribution to major capital projects that are in their jurisdiction; (b) allow for local jurisdictions to meet all or a portion of their 3% local contributions through investments in active transportation and first/last mile investments; and (c) seek the ability to withhold up to 15 years of local return funds for local agencies that fail to a timely agreement with MTA on their 3% contribution.

The following are the positions taken by stakeholders/surrounding agencies:

- Gateway Cities COG took a position of opposing the new ballot Measure and Expenditure Plan for proposing that Gateway Cities projects be regulated to future decades. The Gateway Cities COG delivered 15 letters to elected officials (i.e., State Legislators) questioning MTA's transparency when adopting the then, Draft Expenditure Plan. Furthermore, the Gateway Cities COG stated that although the process may have seemed like there was a "level playing field," the reality was that the projects with "little or no definition or analysis," were selected

and prioritized. Attached is a letter from Gateway COG Board President Al Austin II, dated July 12, 2016 communicating Gateway COG's position on the MTA's Proposed 2016 Ballot Measure to the Hon. John Fasana, Chairman of the Board for MTA.

- Eco-Rapid Transit took a position of opposition towards the ballot Measure. Eco-Rapid Transit supported the Gateway Cities COG's recommendations regarding MTA's Ballot Measure.
- South Bay COG voted at its meeting on June 30, 2016 to oppose MTA's proposed sale tax measure, for a lot of the same reasons as the Gateway Cities COG, including concerns about its member cities being "donors" in terms of the sales tax revenues MTA receives from their cities versus the amount of transportation investments that is made by MTA in their communities.

Discussion and Analysis:

The purpose of the Transportation Sales Tax Measure is to impose an additional one-half percent sales tax on July 1, 2017, and to replace the one-half percent sales tax originally authorized by Measure R after it expires on June 30, 2039. In total, the proposed Transportation Sales Tax Measure could generate as much as \$121 billion over the next 40 years for transportation and congestion relief projects

The Gateway Cities COG and South Bay COG opposed the measure because of disagreements with the proposed Expenditure Plan, some of which are noted below. In an effort to support the Ballot Measure, the Gateway Cities COG proposed a number of policy recommendations that would modify the Expenditure Plan. MTA did not consider or adopt the majority of the policy recommendations. The Gateway Cities COG noted that especially disappointing was the refusal to honor the commitment made to the voters in 2008 with Measure R. the Gateway Cities COG noted that "Measure R" projects have not been given priority for new sales tax measure revenues; instead, new or undefined projects have been placed ahead of Measure R projects. Utilizing the Board adopted "Performance Metrics" and a flawed modeling process, MTA was able to reprioritize all of the projects and sub regional priorities submitted by the sub regions resulting in a new sequence of project implementation.

In response, there have been some accommodations, consideration and acceleration of projects made by MTA for Gateway Cities transportation initiatives, the result, and however, is Gateway Cities Measure R initiatives, along with other sub regions' initiatives that are less defined. Because of this, the Gateway Cities COG Board voted an "Oppose unless amended" position for the Expenditure Plan. In summary, the adopted Expenditure Plan did not resolve the Gateway Cities COG's outstanding issues.

Fiscal Impact:

There is no fiscal impact to the City's General Fund. If the Ballot Measure is approved by voters in the November 8, 2016 countywide general election, the City will receive \$1,014,100 in additional annual local return funding, according to projections from MTA. Local Return funding will increase by 3%, from 17% to 20%, by 2040.

Coordinated With:

City Attorney's Office
Finance Department

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD OPPOSING THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY'S PROPOSED BALLOT MEASURE FOR A TRANSPORTATION SALES TAX AND EXPENDITURE PLAN

WHEREAS, the purpose of the Transportation Sales Tax Measure is to impose an additional one half sales tax on July 1, 2017, and to replace the one-half percent sales tax originally authorized by Measure R after it expires on June 30, 2039; and

WHEREAS, on June 23, 2016, the Los Angeles County Metropolitan Authority (MTA) Board approved placing a tax measure on the November 2016 ballot; and

WHEREAS, MTA in response to the identified need developed an Expenditure Plan to address the project capital and operational needs for the County. This Expenditure Plan will be the Los Angeles County template for mobility for the next 40 years; and

WHEREAS, instead of giving the Measure R project initiatives first priority for new tax revenues, assuring the 2nd and 3rd decade Measure R projects are completed, MTA initiated a modeling process, utilizing performance metrics, that places well-defined projects with analysis in competition with new projects with assigned attributes. This modeling exercise has resulted in reordering or resequencing of projects. This new implementation schedule has not proven to be advantageous to the Gateway Cities; and

WHEREAS, multi-modal projects that would benefit the Gateway Cities are being leapfrogged by higher profile projects in more affluent areas, which are also being given priority access to federal funding. That is simply not geographically equitable, or is it fair to our residents who will be funding these projects for decades before they truly benefit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. That the City Council of the City of Lynwood opposes the Adopted Ballot Measure Expenditure Plan.

Section 2. That the City Manager is directed to send a letter to MTA indicating the City Council's position.

Section 3. This resolution shall go into effect immediately upon its adoption.

Section 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 4th day of October, 2016.

Edwin Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

Raul Godinez, II, P.E.
Director of Public Works / City Engineer

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of _____, _____, and passed by the following vote:

AYES:

NOES:

ABSENT:

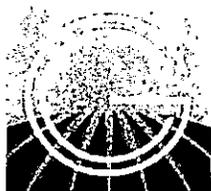
City Clerk, City of Lynwood

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this _____ day of _____, _____.

City Clerk, City of Lynwood



ATTACHMENT A

GATEWAY CITIES

July 12, 2016

*Artesia**Avalon**Bell**Bellflower**Bell Gardens**Cerritos**Commerce**Compton**Cudahy**Downey**Hawaiian Gardens**Huntington Park**Industry**La Habra Heights**La Mirada**Lakewood**Long Beach**Lynwood**Maywood**Montebello**Norwalk**Paramount**Pico Rivera**Santa Fe Springs**Signal Hill**South Gate**Vernon**Whittier**County of Los Angeles**Port of Long Beach*

The Honorable John Fasana, Chairman and
Board of Directors
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA. 90012

Dear Chairman Fasana and Members of the Board of Directors:

**Gateway Cities Council of Governments Opposition to MTA's Proposed
2016 Ballot Measure**

At its regular meeting on July 6, 2016, the Gateway Cities Council of Governments (GCCOG) Board of Directors voted to oppose MTA's proposed countywide transportation sales tax measure planned for the November 8, 2016 ballot. The member cities of this COG are acutely aware of the need for additional transportation funding, and strongly supported the grounds up approach and the process that led to the identification of subregional project transportation needs. Support for the measure began to erode with the release of the initial Expenditure Plan and the delay and definition of the major Gateway Cities initiatives. GCCOG staff has actively participated in the Council of Governments meetings held by MTA CEO Phil Washington and GCCOG City Managers also met with him and senior staff to explore potential solutions to the areas of disagreement. Regrettably, significant changes were not made to the document released for public review and the "tweaks" that were offered do not provide sufficient foundation for this organization's support.

The GCCOG Board of Directors voted 21-1 to oppose the measure, with one abstention. The GCCOG did not make this decision lightly or without considerable deliberation. The GCCOG Board even held a special meeting on June 21, to discuss the final expenditure plan that resulted in the adoption of an "oppose unless amended" position. Mr. Fasana, our Board sincerely appreciates the time you personally took to address our Board. We also appreciate the considerable time and effort spent by Mr. David Yale in trying to explain the MTA point of view.

Fundamental to the vote to oppose are issues that were raised by both the Gateway Cities and South Bay COGs that were not addressed in the Expenditure Plan and Ordinance. The following major concerns were expressed:

- The GCCOG recommended that 2nd and 3rd decade Measure R transit projects be formally accelerated to qualify for 2018 PBM funding and that Measure R projects be advanced through the environmental and preliminary engineering phases to receive funding on a construction-ready status, as envisioned in the 30-10 Board approved policy, and not be superseded by new PBM projects. The COG also asserted that keeping with the 2008 Measure R promises that the recently adopted Performance Metrics be applied solely to PBM projects and not retroactively to Measure R 2nd and 3rd decade projects. We view these principles as honoring the Measure R commitment made to the voters in 2008.

- Like the South Bay COG and other cities throughout the county, GCCOG requested an increase in the allocation of local return funds. The justification for the increase is that cities have traditionally relied upon gasoline sales tax subventions and revenue for the improvement and maintenance of local streets. This source continues to decline. The dramatic decreases in revenues are already adversely impacting our ability to reduce congestion, improve access and safety of our local streets and highways. Even the increased 17% local return allocation fails to recognize that a city's streets are the foundation of all the other elements of the transportation system. With the increased emphasis on active transportation and First/Last mile connections, it is critical that the foundation for these elements, the city street, be funded at a level sufficient to meet the increased demand. A 20% local return allocation effective from day one would help fund the increased demand on city streets. We are disappointed that there was no discussion on alternative formulas for the distribution of local return funds. The South Bay COG suggested a sales tax receipts/population/lane-mile formula and Gateway Cities requested consideration of a different formula that would be more equitable to those cities that are bedroom communities at night but have a robust daytime infrastructure. Cities like Vernon, Commerce, Industry, Pico Rivera and La Mirada do not receive an adequate return on their contribution.

- The GCCOG does not support the continued expectation that local jurisdictions hosting a Metro Rail project be required to contribute 3% of the capital cost of the extension based on a proportionate share of route miles and station locations. This requirement is potentially devastating to smaller communities. The West Santa Ana Branch/Eco-Rapid Transit corridor goes through the heart of Gateway Cities' disadvantaged communities as identified by the Cal EPA EnviroScreen; requiring a 3% contribution would tie-up local return funds for decades.

Like the South Bay COG, GCCOG supports encouraging local jurisdictions to invest in community infrastructure such as active transportation,

enhanced transit safe pedestrian paths and other First/Last Mile connections that will improve access to the stations, enhance safety and aesthetics adjacent to the rail rights of way, and undertake economic development initiatives that will add local ridership once the project is completed.

- The GCCOG's objections to the reprioritization of Measure R projects stems from the reality that 19 of the 44 listed projects in the Expenditure Plan are new (44%). Many of these new projects are also accelerated past the Measure R initiatives based on their "performance" under the Board approved Performance Metrics criteria. In the first 15 years, 11 of the total projects are new projects. The cost estimates and performance benefit for the new projects are speculative until they undergo specific project development, environmental clearance and other analyses. This speculative nature allows a project with little or no definition to utilize attributes for the most favorable mode and model accordingly. It also has allowed funding scenarios to be created that may have very little relation to the ultimate financial plan. Projects scheduled behind massive, new undefined initiatives are at risk of being further delayed because of unknowns and resultant cost increases. This risk is simply not acceptable to the Gateway Cities jurisdictions

- The last area of contention is the classification of projects as system connectivity. This classification was strictly interpreted to exclude projects such as the I-710 and the I-5 even though they met the definition below:

"... These regional facilities for passengers and goods include airports, seaports, central rail stations, and the modernization of highway and transit infrastructure that serve these facilities. This program is intended to support system-wide highway improvements, access to airports and seaports, and transit connectivity and modernization. System-wide highway improvements include improved technology to better manage traffic flow on freeways and roadways, freeway construction projects that eliminate key bottlenecks and enable increased volumes of commuters to travel on freeways at faster speeds through new carpool lanes, and expanded services that eliminate bottlenecks created by traffic incidents such as Freeway Service Patrol. Access improvements to the Los Angeles County airports and seaports include projects that improve the direct access to the airports and seaports from the highway system, improving the flow of goods and passengers on the highway system while reducing the impact of truck and vehicle traffic to the surrounding communities through projects that use technology to reduce air pollution emitted from truck traffic."

A comprehensible rationale for exempting nationally recognized freight corridors has never been provided to the GCCOG and, as a result, the I-5 Corridor (I-605/I-710) has been designated a "Subregional project" as has the I-710, which serves the nation's largest ports.

The Honorable John Fasana, Chairman and
Board of Directors
July 12, 2016
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The MTA Board compounded the sub-regional inequity at its June 23, 2016, meeting by approving an amendment that designated \$189 million for a new and undefined bus rapid transit line with an unknown total cost that will link the West San Fernando Valley to Cal State Northridge and labeling it "system connectivity" to allow for the entire county to pay for this project.

The ballot language states that a "Yes" vote will:

"...improve freeway traffic flow/safety; repair potholes/sidewalks; repave local streets; earthquake retrofit bridges; synchronize signals;..."

What is left out of the ballot measure is the reality that most of this will not even begin until 2026 (I-710) or 2032 (I-5) and that fixing potholes will be an even greater challenge given the funding commitment. The GCCOG finds this situation unacceptable, hence the approval of the attached Resolution.

Sincerely,



Al Austin II, President
Board of Directors

Enclosure: Resolution 2016-02

cc: Board of Directors -Gateway Cities Council of Governments
MTA Board of Directors
Mr. Phillip Washington, Metro CEO
All State and Federal Legislative Offices

RESOLUTION NO. 2016-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GATEWAY
CITIES COUNCIL OF GOVERNMENTS OPPOSING THE LOS ANGELES
COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
EXPENDITURE PLAN FOR THE 2016 PROPOSED BALLOT MEASURE**

WHEREAS, the Gateway Cities Council of Governments (COG) participated in the development of a countywide process to accumulate a listing of all subregional transportation projects. This process resulted in the identification of \$275 billion of transportation projects countywide

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (MTA) in response to the identified need developed an expenditure plan to address the project capital and operational needs for the County. This expenditure plan will be the Los Angeles County template for mobility for the next 40 years. The tax itself will remove the sunset from Measure R continue in perpetuity or until repealed by the electorate.

WHEREAS, instead of giving the Measure R project initiatives first priority for new tax revenues, assuring that 2nd and 3rd decade Measure R projects are completed, the MTA initiated a modeling process, utilizing performance metrics, that places well-defined projects with analysis in competition with new projects with assigned attributes. This modeling exercise has resulted in a reordering or resequencing of projects. This new implementation schedule has not proven to be advantageous to the Gateway Cities.

WHEREAS, multi-modal projects that would benefit the Gateway Cities are being leapfrogged by higher profile projects in more affluent areas, which are also being given priority access to federal funding. That is simply not geographically equitable, nor is it fair to our residents who will be funding these projects for decades before they truly benefit.

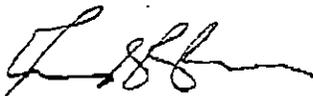
NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Gateway Cities Council of Governments opposes the Adopted Ballot Measure Expenditure Plan

PASSED, APPROVED, AND ADOPTED this 6th day of July, 2016.



Al Austin II, President

ATTEST:



Richard Powers
Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Haydee M. Saiz, Director of Human Resources & Risk Management
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Alejandro Aguirre

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Alejandro Aguirre and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

Background:

Mr. Alejandro Aguirre filed a claim on August 2, 2016 for an incident which occurred on July 28, 2016. Mr. Aguirre states that as he noticed rust in the water supply from the City which while doing his laundry caused it to become stained. The claimant stated that eight of his work shirts were damaged. He is claiming \$200.00.

Discussion & Analysis:

Liability is doubtful in this matter. Water pipelines accumulate sediments in the interior of the pipes after they have been in service for several years. When there is a drastic change in the velocity of the water inside the pipe, the sediments mix with the water inside the pipe, thus causing brown water. On July 28, 2016, the City received several complaints from residents regarding the brown water. On this loss date a fire hydrant had been sheared off by an automobile at Bullis Rd and Carlin Avenue allowing the mixture of sediment and water resulting in the brown water.

The City has the following immunities which would apply in this matter. As this is the City's first notice, Government Code §835.2 "Actual or constructive notice of public entity" would apply. Government Code §818.6 is also relevant "Public entity immune from liability for failure to conduct inspection, or for negligent inspection (other than own property)". Lastly, Government Code §821.4 "Public employees immune from liability for failure to inspect or for negligent inspection, other than property of public entity employing public employee" would pertain to this claim.

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The rejection notice provides claimants with information pertaining to their right to pursue the matter in Small Claims Court. An appearance in Small Claims Court is made by the City's third party administrator (representation by attorneys is not allowed in Small Claims Court). The claimant has a six-month statute of limitations pursue a Small Claims Action. The Court renders a decision on the case and all parties are notified via U.S. Mail.

Supporting documents which contain confidential information have not been included; however, they are kept in the file, and are located in the Human Resources Department.

Fiscal Impact:

The action recommended in this report will not have a fiscal impact on the City.

Coordinated With:

Public Works
City Attorney

LIABILITY

City Claim Reporting Form
For all Persons or Property

DATE FILED B-2-16
CLAIM NO. 200C113
DEPT. PW

FROM
CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

RECEIVED
CITY OF LYNWOOD

AUG 02 2016

ADMINISTRATOR
ADMINSURE
1470 S VALLEY VISTA DR, SUITE 230
DIAMOND BAR CA 91765

HUMAN RESOURCES &
MANAGEMENT

1. CLAIMS FOR DEATH, INJURY TO PERSON, OR TO PERSONAL PROPERTY, MUST BE FILED NO 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 OCCURANCE (Gov. Code, Sec. 911.2).
3. READ ENTIRE CLAIM FORM BEFORE FILING.
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

Name of Claimant: Alexander Aguirre

Date of Birth: _____ Social Security No.: _____

Home address of claimant: 11758 THORSON AVE

City: LYNWOOD State: CA Zip Code: 90262 Telephone No.: 310-467-4240

Give address to which you desire notice or communication to be sent regarding this claim: _____

SAME AS ABOVE City: _____ State: _____ Zip Code: _____

Date of Accident: July 28th or 27th Time: (AM) 9:45 PM

Place of Accident: My Wash Room

How did damage or injury occur? (Give full details)

THERE WAS RUST IN THE WATER, CITY DIDNT GIVE US A WARNING OR SEND RESIDENTS WARNING, Put my shirts to wash, AND they came out dirty, I just want city to clean my shirts, Dont care how u do it just cleane them please 8 shirts, \$25. each

Were Sheriffs at the scene? Yes _____ No File No. (If known): there work shirts

What particular act or omission do you claim caused the injury or damage? Give the name of the City employee causing the injury or damage, if known: _____

Give total amount of claim (include estimate amount of any prospective injury or damage): _____

How was amount of claim calculated? (Be specific. List doctor bills, wage rate repair estimates, etc.)
Please attach two estimates.

Expenditures made on account of accident or injury (date and item):

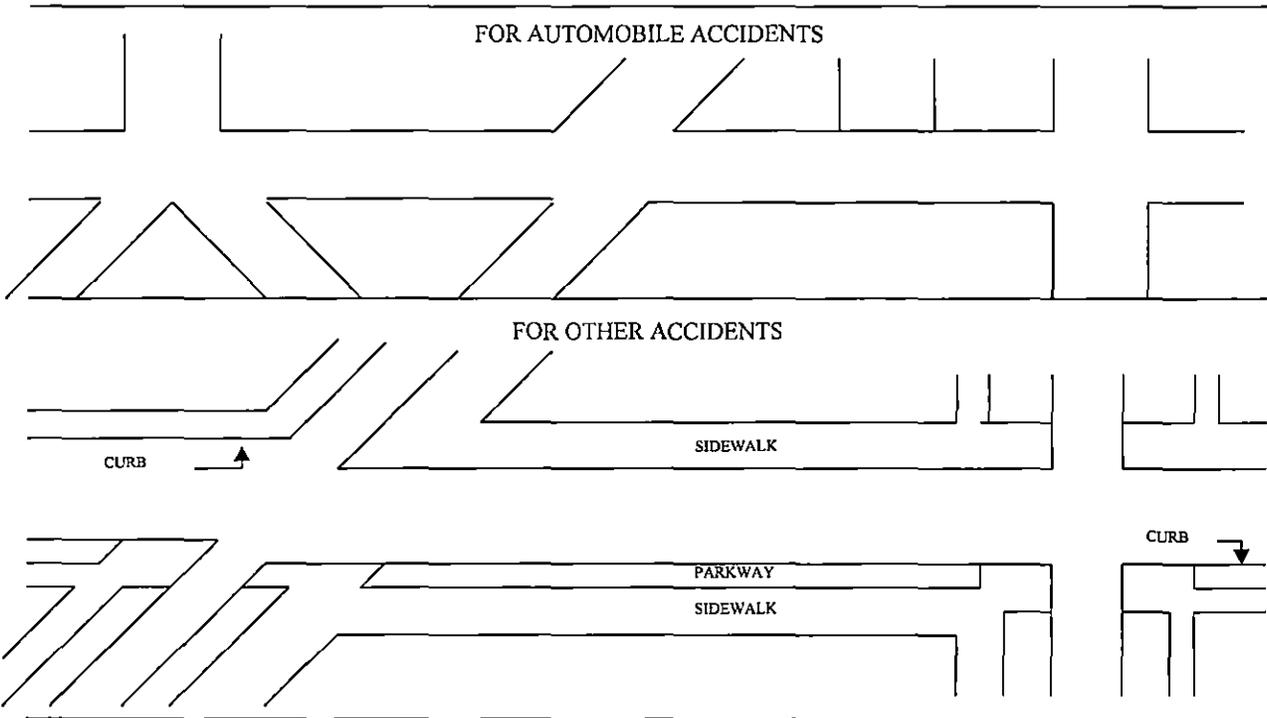
Name of address of witnesses, doctors and hospitals:

PLEASE READ THE FOLLOWING CAREFULLY

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 distance 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 the 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 a proper diagram signed by claimant



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF; AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HERE STATED UPON MY INFORMATION AND BELIEF; AND AS TO THOSE MATTERS I BELIEVE IT TO BE TRUE. I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

[Signature]
SIGNATURE

8-2-16
DATE



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Haydee M. Sainza ^(A) Director of Human Resources & Risk Management
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Luis Bermeo Cueva

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Luis Bermeo Cueva and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

Background:

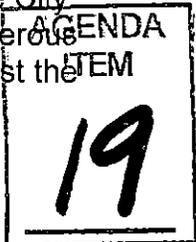
On August 16, 2016, Mr. Cueva filed a claim alleging property damage to his home at 3212 Euclid Avenue. Mr. Cueva claims that roots from a City tree within the parkway are damaging the foundation of his home. In addition, the damaged foundation has allowed subterranean termites to invade his home. The claimant seeks damages in excess of \$35,000.00.

Discussion & Analysis:

City records indicate that the tree in question received a full trim on August 12, 2015. On June 30, 2015 the claimant made a report that tree roots were damaging his sidewalk. This request was completed by the City on August 25, 2015. At the time there was no mention that the claimant's foundation was being damaged. Since then the City has not received any other complaints regarding the tree.

Pursuant to Government Code Section 835 the claimant must establish that the tree posed a dangerous condition at the time of the incident. A dangerous condition as defined in Government Code Section 830 is a condition of property that creates a substantial, as distinguished from a minor, trivial or insignificant, the risk of damage when property is used with due care in a manner in which it was reasonably foreseeable that it would be used.

In addition, for the claimant to recover against the City he must establish that the existence of the dangerous condition was created by the negligence or wrongful act or omission by the City. Or an employee of the City or the City itself had actual or constructive notice of the dangerous condition and sufficient time prior to the incident to have taken measures to protect against the condition. There is no indication that the City had prior notice of a dangerous condition.



The rejection notice provides claimants with information pertaining to their right to pursue the matter in Small Claims Court. An appearance in Small Claims Court is made by the City's third party administrator (representation by attorneys is not allowed in Small Claims Court). The claimant has a six-month statute of limitations pursue a Small Claims Action. The Court renders a decision on the case and all parties are notified via U.S. Mail.

Supporting documents which contain confidential information have not been included; however, they are kept in the file, and are located in the Human Resources Department.

Fiscal Impact:

The action recommended in this report will not have a fiscal impact on the City.

Coordinated With:

Public Works
City Attorney

LIABILITY

DATE FILED
CLAIM NO.
DEPT.

8/16/16
200317
PW

City Claim Reporting Form
For all Persons or Property

RECEIVED
CITY OF LYNWOOD

AUG 16 2016

ADMINISTRATOR

ADMINSURE

1470 S VALLEY VISTA DR, SUITE 230

DIAMOND BAR CA 91765

FROM
CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

HUMAN RESOURCES &
RISK MANAGEMENT

1. CLAIMS FOR DEATH, INJURY TO PERSON, OR TO PERSONAL PROPERTY, MUST BE FILED NO 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 OCCURANCE (Gov. Code, Sec. 911.2).
3. READ ENTIRE CLAIM FORM BEFORE FILING.
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

Name of Claimant: LUIS BERMEO CUEVA

Date of Birth: _____ Social Security No.: _____

Home address of claimant: 3211 EUCLID AVE

City: LYNWOOD State: CA Zip Code: 90262 Telephone No.: 562 4804272

Give address to which you desire notice or communication to be sent regarding this claim: 3211

EUCLID AVE City: LYNWOOD State: CA Zip Code: 90262

Date of Accident: _____ Time: AM _____ PM _____

Place of Accident: _____

How did damage or injury occur? (Give full details)

Tree root DAMAGE MY PROPERTY ON 12/20/15
I HAVE TO CHANGE THE DOOR AND THERE IS STRUCTURAL
DAMAGE AND BECAUSE OF THE DRY ROOT I GOT
SUBTERRANEAN TERMITES INSIDE MY PROPERTY
ATTACHED PICTURES AND ESTIMATES AND PAYMENTS

Were Sheriffs at the scene? Yes _____ No File No. (if known): _____

What particular act or omission do you claim caused the injury or damage? Give the name of the City employee causing the injury or damage, if known: _____

Negligence of the city cutting there tree since 2012

Give total amount of claim (include estimate amount of any prospective injury or damage):
\$35,000.00

How was amount of claim computed? (Be specific. List doctor bills, vehicle repair estimates, etc.)

Please attach two estimates. ESTIMATES, PAYMENTS TO COMPANIES

MATERIALS, LABOR. A

Expenditures made on account of accident or injury (date and item): _____

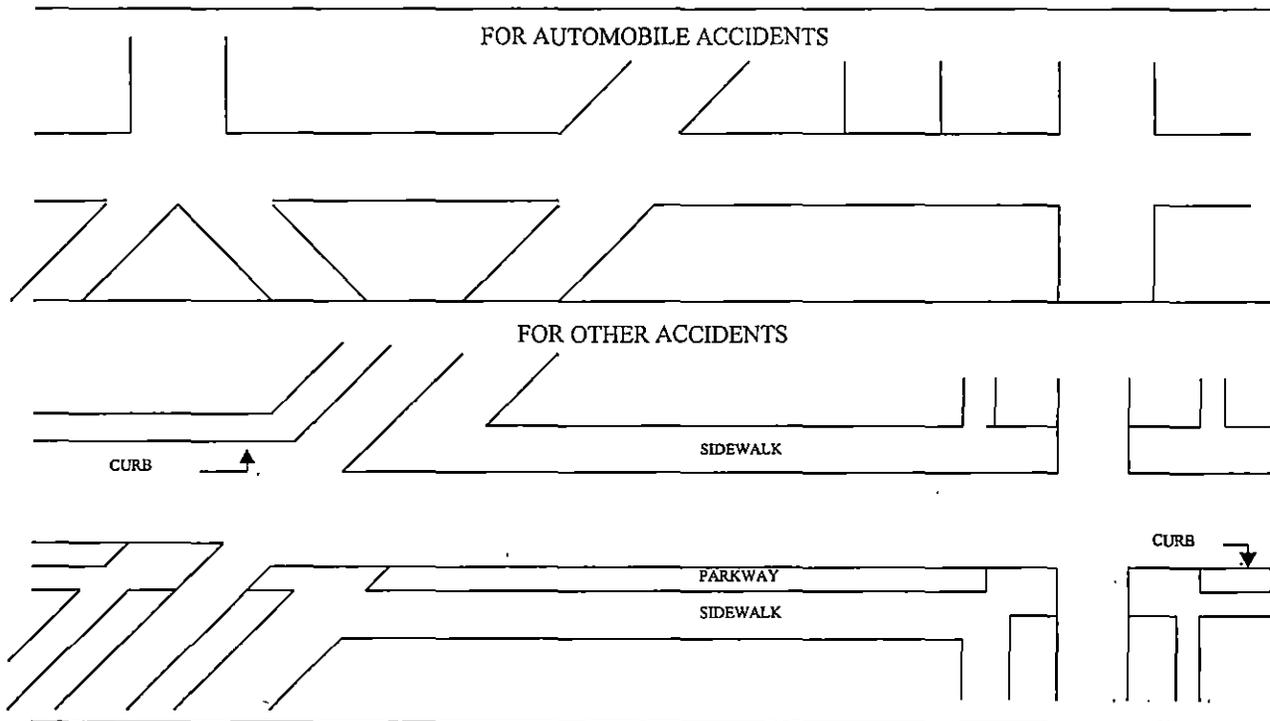
Name of address of witnesses, doctors and hospitals: _____

PLEASE READ THE FOLLOWING CAREFULLY

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 distance 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 the 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 a proper diagram signed by claimant



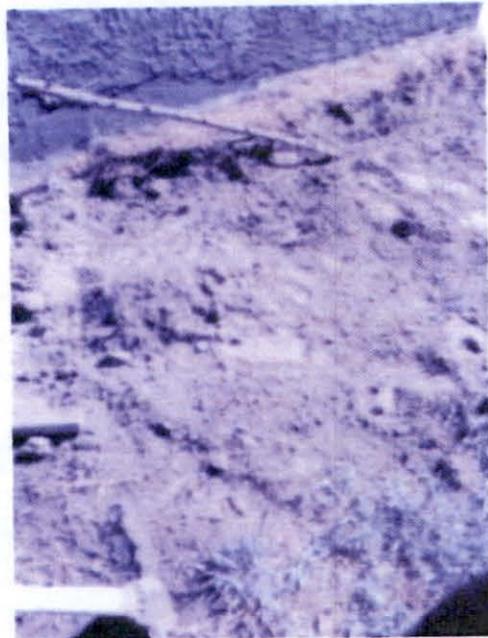
I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF: AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HERE STATED UPON MY INFORMATION AND BELIEF: AND AS TO THOSE MATTERS I BELIEVE IT TO BE TRUE. I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

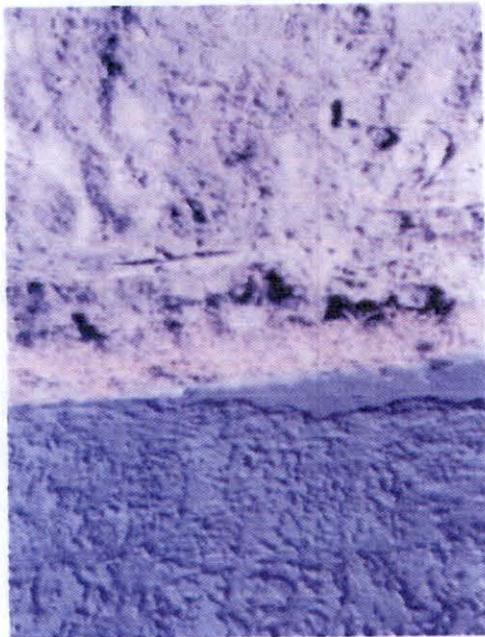
SIGNATURE

DATE

8/15/16







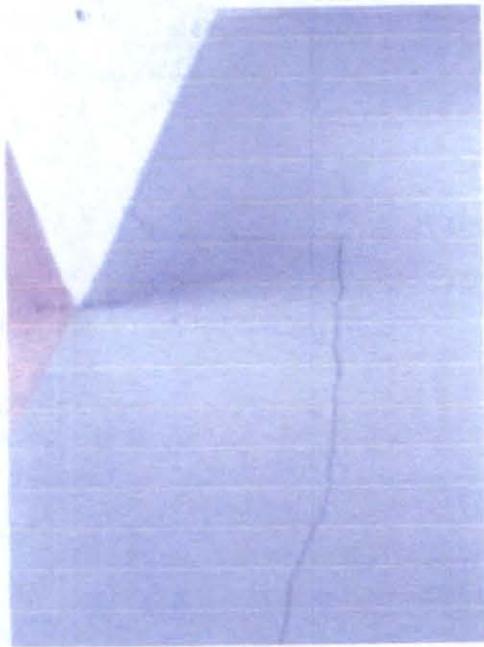
















AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor & City Council Members

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Haydee M. Sainz *HMS* Director of Human Resources & Risk Mgmt.

SUBJECT: REQUEST FOR APPROVAL TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH BURKE WILLIAMS AND SORENSON FOR SPECIAL LABOR SERVICES FOR MATTERS PERTAINING TO GENERAL LABOR LAW, AND AUTHORIZE THE SUM OF \$120,000 FOR SERVICES UNDER THE AGREEMENT WITH SPECIAL LABOR COUNSEL

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH BURKE, WILLIAMS AND SORENSON FOR SPECIAL LABOR SERVICES FOR MATTERS PERTAINING TO GENERAL LABOR LAW, AND AUTHORIZE THE SUM OF \$120,000 FOR SERVICES UNDER THE AGREEMENT WITH SPECIAL LABOR COUNSEL"

Background:

On February 16, 2016, staff presented an agenda report to the City Council requesting \$80,000 to enter into an agreement with Special Counsel Burke, Williams, and Sorenson to assist the City in various labor related matters, including negotiations with the City's two bargaining groups. The firm has assisted staff in addressing various grievances from the unions relating to issues that are connected to the bargaining process, conducting initial rounds of collective bargaining with the Lynwood Employees' Association ("LEA") and the Lynwood Employees Management Group ("LEMG"), responding to multiple grievances and unfair labor practices, and reviewing and evaluating key personnel policies that have been the subject of employee grievances and identified as issues in the bargaining process and drafting proposed revised policies per Council direction.

Pursuant to City Council's request to bring the contract agreement back, when 75% of the contract has been expended. The agreement was budgeted for \$80,000, \$63,436 has been expended through September 2016.



Discussion and Analysis:

Staff is presenting a proposed scope of work for the remainder of the 2016-17 fiscal year. The proposed services include performance of the full range of services related to the negotiation, drafting and implementation of an MOU with the LEA and the LEMG. It will also include proactively advising on current legal trends and issues relating to labor negotiations and agreements as well as related personnel issues. Specific responsibilities will include, but are not limited to:

1. Continue representation of the City in City negotiations with the AFSCME/LEA and LEMG;
2. Advising the City on legal issues relating to the interpretation and application of the terms of the MOU;
3. Drafting terms of the MOU to ensure clarity and fairness to reduce the potential for future grievances and related disputes;
4. Advising the City on policy revisions and updates, revisions and/or drafting of proposed new policies to facilitate more productive labor relations and to respond to current trends in labor relations and labor law, with immediate attention to Alternative Rest Periods, Time and Attendance, Grievance Process, Discipline Procedure and Discrimination, Harassment and Retaliation policies;
5. Advising the City on legal issues and options relating to the possible reform of Retiree Healthcare;
6. Advising the City on all aspects of labor relations, including but not limited to the City's bargaining obligations, unfair labor practice charges, and new developments in labor law.

Staff anticipates the meet and confer process with AFSCME/LEA will last for several months. AFSCME/LEA's proposal is substantial, and, coupled with the need to revise multiple policies, the process will likely require a significant investment of time. Staff does not anticipate that this expense will be ongoing. Once the City has a clearly defined set of policies and procedures and completes the contract negotiations, we expect that labor relations will return to a more stable relationship, thus reducing the need for such a high level of legal services.

Based on the projected remaining work, staff anticipates that the costs associated with the proposed scope of work to be \$120,000 for the remainder of the 2016-17 fiscal year.

Fiscal Impact:

An open purchase order shall be executed to compensate consultant with a maximum of \$120,000, for fiscal year 2017. The open purchase order will reflect the amount to be a total of \$120,000. Total payments under this amended contract are not to exceed \$120,000.

Coordinated With

Finance Department
City Manager's Office
City Attorney

Attachments:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH BURKE, WILLIAMS AND SORENSON FOR SPECIAL LABOR SERVICES FOR MATTERS PERTAINING TO GENERAL LABOR LAW, AND AUTHORIZE THE SUM OF \$120,000 FOR SERVICES UNDER THE AGREEMENT WITH SPECIAL LABOR COUNSEL

WHEREAS, Special Counsel for labor related matters that possesses extensive experience in labor negotiations; and

WHEREAS, to assure the City is able to timely and effectively continue handling labor negotiations and personnel related matters, the City Council wishes to approve the Agreement with a Labor Law firm and make the appropriation of funds necessary therefore; and;

WHEREAS, the City Council wishes to continue engagement and services with Special Labor Counsel and amend the agreement for professional legal services for work beyond the initial amount of \$80,000 and is requesting additional funding of \$120,000 for services under the amendment with Special Labor Counsel, for an additional amount not to exceed \$120,000.

NOW, THEREFORE the City Council of the City of Lynwood does hereby find, determine, order and resolve as follows:

Section 1. That the City Council authorize the Mayor to approve an agreement to authorize Special Labor Counsel to provide professional legal services as Special Labor Counsel to the City of Lynwood in matters pertaining to labor negotiations with the City's two bargaining groups and handle personnel related matters.

Section 2. That the City Council authorize total payments under this agreement not to exceed \$120,000. An open purchase order shall be executed to compensate consultant with a maximum of \$120,000, for fiscal year 2017. The open purchase order will reflect the amount to be a total of \$120,000. Total payments under this amended contract are not to exceed \$120,000.

Section 3. This resolution shall become effective immediately upon its adoption.

Section 4. The City Clerk shall certify as to the adoption of this City Council Resolution.

PASSED, APPROVED and ADOPTED this 4th day of October, 2016.

EDWIN HERNANDEZ, MAYOR

ATTEST:

MARIA QUINONEZ, CITY CLERK

J. ARNOLDO BELTRÁN,
CITY MANAGER

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

DAVID A. GARCIA, CITY ATTORNEY

HAYDEE M. SAINZ, DIRECTOR OF
DIRECTOR OF HUMAN
RESOURCES AND RISK
MANAGEMENT



444 South Flower Street - Suite 2400
Los Angeles, California 90071-2953
voice 213.236.0600 - fax 213.236.2700
www.bwslaw.com

Direct No.: 213.236.2802
Our File No.: 07060.0001
danneet@bwslaw.com

September 28, 2016

Arnoldo Beltran
City Manager
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

Re: First Amendment to Retainer Agreement for Legal Services

Dear Mr. Beltran:

Please accept this letter as the First Amendment to the Retainer Agreement for Services, dated February 22, 2016 ("Agreement"). In addition to the terms and conditions set forth in the Agreement, the following terms and conditions apply:

1. The scope of work for labor relations services set forth in the Amended Agreement shall include the following: Continue representation of the City as Lead Negotiator in City negotiations with the LEA and LEMG; advise the City on legal issues relating to the interpretation and application of the terms of the MOUS; draft terms of the MOU to ensure clarity and fairness to reduce the potential for future grievances and related disputes; advise the City on policy revisions and updates, revisions and/or drafting of proposed new policies to facilitate more productive labor relations and to respond to current trends in labor relations and labor law, with immediate attention to Alternative Rest Periods, Time and Attendance, Grievance Process, Discipline Procedure and Discrimination, Harassment and Retaliation policies; advise the City on legal issues and options relating to the possible reform of Retiree Healthcare; advise the City on all aspects of labor relations, including but not limited to the City's bargaining obligations, unfair labor practice charges, and new developments in labor law; and meet and provide reports to various City of Lynwood representatives, including City Council, City Manager, Director of Human Resources, Finance Director and the City Attorney's Office regarding all aspects of representation.

2. This Amendment approves an increase to the budget for labor relationship services in the amount of \$120,000.00.



Arnoldo Beltran
September 28, 2016
Page 2

All other terms and conditions in the Agreement remain in full force and effect.

DATED: September 28 ____, 2016

The City of Lynwood

By: _____
Arnoldo Beltran
City Manager

DATED: September 28, 2016

BURKE, WILLIAMS & SORENSEN, LLP

By: *D Anneet*
Daphne M. Anneet, Partner



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Haydee M. Sainz, ^(A)Director of Human Resources and Risk Mgmt.

SUBJECT: Temporary Staffing Request – Finance Director

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO FILL THE FINANCE DIRECTOR POSITION ON AN INTERIM BASIS FOR A NOT-TO-EXCEED AMOUNT OF \$110,861".

Background:

Staff has received the resignation of the current Finance Director. The Finance Department will have a vacancy effective October 17, 2016. It is vital that staff immediately seek an Interim Finance Director in order to ensure the department's continuity. The position is responsible for the various areas such planning, organizing, and directing all financial planning, budgeting, accounting, payroll and related functions, including, revenue forecasting and impact, financial transaction processing, record keeping and reporting, payroll and billing; oversight of water utility accounting and function; coordinating the production and the administration of the City's operating and capital budget; coordinating the annual financial audit. It is important that the operation continues with minimal interruptions and that staff has the needed management oversight and support to carry out all the tasks in the Finance Department.

Discussion & Analysis:

The daily operation of the Finance Department needs a Finance Director in place to ensure the completion of the daily operations and maintain proper staffing levels throughout the various divisions. The Finance Director is essential to the success of the Department's operation (i.e. supervision of subordinate staff, ensure the uninterrupted workflow in the various divisions and allow the Director to handle the more complex and significant issues). An Interim Finance Director will ensure the department continues to operate effectively and efficiently with minimal, if any interruptions.

The position is a key position and staff recommends the City engage to seek the professional services of a qualified candidate to provide services on an interim basis for in the capacity of the Finance Director until the City can complete a recruitment.

AGENDA
ITEM

21

Section 6-3.13 of the Lynwood Municipal Code authorizes the City Council to dispense with formal bidding requirements by 4/5ths vote, when the services may be acquired more economically and efficiently through the use of an alternate procedure.

Fiscal Impact:

The cost for temporary staffing will be covered by the remaining salary savings from the budgeted vacant Finance Director position, which is \$110,681.

Coordinated With:

City Manager's Office
City Attorney
Finance

Attachments:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO FILL THE
FINANCE DIRECTOR POSITION ON AN INTERIM BASIS FOR A NOT-TO-
EXCEED AMOUNT OF \$110,681

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO FILL THE FINANCE DIRECTOR POSITION ON AN INTERIM BASIS FOR A NOT-TO-EXCEED AMOUNT OF \$110,861

WHEREAS, the Finance Department has the following position: Finance Director; and

WHEREAS, the position is essential to the operation of the Finance Department. The Finance Director position will ensure the continuity of the operation as it pertains to the budget, payroll and accounting and auditing and billing and collections functions, etc... and ensure the efficient operation of all Divisions; and

WHEREAS, the Finance Director position is vacant effective October 17, 2017; and

WHEREAS, filling the position through the City's recruitment process requires time to fill therefore, temporary staffing is needed; and

WHEREAS, Section 6-3.13 of the Lynwood Municipal Code authorizes the City Council to dispense with formal bidding requirements by 4/5ths vote, when the services may be acquired more economically and efficiently through the use of an alternate procedure.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. That the City Council authorizes the Mayor to direct staff to engage in seeking professional services of a qualified candidate to provide services on an interim basis for the Finance Director position until the City can complete a recruitment and approve an agreement, with a not-to-exceed amount of \$110,861, approved as to form by the City Attorney,

Section 2. This resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2016.

Edwin Hernandez, Mayor

ATTEST:

Maria Quinonez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JNB*

PREPARED BY: J. Arnoldo Beltrán, City Manager *JNB*

SUBJECT: Consideration of the Second Amendment to the NES Agreement for Graffiti Abatement

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE NATIONWIDE ENVIRONMENTAL SERVICES AGREEMENT FOR GRAFFITI ABATEMENT SERVICES IN A FORM APPROVED BY THE CITY ATTORNEY".

Background:

On February 15, 2011, the City entered into agreement with Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation for graffiti abatement services. The initial agreement was for one-year term from April 1, 2011 through March 31, 2012 for a monthly rate of \$3,900. The contract was for a one person crew providing graffiti abatement services 8 hours per day on Friday, Saturday, and Sunday.

On March 20, 2012, the City entered into a contract amendment for a seven year term from April 1, 2012 through March 31, 2019 for a monthly rate of \$3,900. The monthly rate was subject to an annual CPI increase beginning on April 1, 2014. There were no other changes in the terms of the contract.

Discussion and Analysis:

Under the provision for services, the agreement called for an additional payment for staffing requested by the City. The City recently reached agreement with the contractor to resolve all claims pending for additional services through August 2016.

In order to avoid future claims and conflicting positions pertaining to the services under the agreement, contractor and the City wish to enter into a second amendment to the agreement to specifically set out the requirement for two-man staffing of the service and the compensation to be paid for the addition of the second individual. Pursuant to the

terms of the agreement the second worker will be charged to the city at the hourly rate of \$46.33 for the three days of 8-hour daily service.

Fiscal Impact:

The cost for graffiti abatement services upon the effective date of the amendment (September 1, 2016) will increase by \$57,820 for a total annual cost of \$104,620. The cost for graffiti abatement services will not exceed \$104,620. The cost will be covered by Litter Abatement Fund (\$48,707) and General Fund (\$55,913).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE NATIONWIDE ENVIRONMENTAL SERVICES AGREEMENT FOR GRAFFITI ABATEMENT SERVICES IN A FORM APPROVED BY THE CITY ATTORNEY

WHEREAS, on February 15, 2011, the City entered into agreement with Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California corporation for graffiti abatement services; and

WHEREAS, the initial agreement was for one-year term from April 1, 2011 through March 31, 2012 for a monthly rate of \$3,900; and

WHEREAS, the contract was for a one person crew providing graffiti abatement services 8 hours per day on Friday, Saturday, and Sunday; and

WHEREAS, on March 20, 2012, the City entered into a contract amendment for a seven year term from April 1, 2012 through March 31, 2019 for a monthly rate of \$3,900. The monthly rate was subject to an annual CPI increase beginning on April 1, 2014. There were no other changes in the terms of the contract; and

WHEREAS, under the provision for services, the agreement called for an additional payment for staffing requested by the City. The City recently reached agreement with the contractor to resolve all claims pending for additional services through August 2016; and

WHEREAS, in order to avoid future claims and conflicting positions pertaining to the services under the agreement, contractor and the City wish to enter into a second amendment to the agreement to specifically set out the requirement for two-man staffing of the service and the compensation to be paid for the addition of the second individual. Pursuant to the terms of the agreement the second worker will be charged to the city at the hourly rate of \$46.33 for the three days of 8-hour daily service.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

Section 1. The City Council authorizes the Mayor to execute the second amendment to the Nationwide Environmental Services agreement for graffiti abatement services in an amount not-to-exceed \$104,620.

Section 2. That the City Council hereby directs Finance to transfer funds to cover the cost of graffiti abatement services:

FROM		TO	
\$55,913	1011.25.205.62001	\$55,913	2851.45.615.62015

Section 3. This resolution shall become effective immediately upon its adoption.

Section 4. The City Clerk shall certify as to the adoption of this City Council Resolution.

PASSED, APPROVED and ADOPTED this 4th day of October 2016.

Edwin E. Hernandez, Mayor

ATTEST:

Maria Quinonez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Raul Godinez, II, P.E., Director of Public Works / City Engineer *RG*

SUBJECT: Amending Section 7-10 of the Lynwood Municipal Code relating to Prima Facie Speed Limits.

Recommendation:

Staff recommends that the City Council adopt the attached ordinance entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AMENDING SECTION 7-10 OF THE LYNWOOD MUNICIPAL CODE RELATING TO PRIMA FACIE SPEED LIMITS."

Background:

On April 19, 2016, the City Council authorized staff to send out a Request for Proposal (RFP) for the preparation of an Engineering and Traffic Study/ Speed Zone Survey from qualified traffic engineering firms.

On June 7, 2016, the City Council awarded a contract to Infrastructure Engineers in an amount not to exceed \$17,938.00 for the Speed Zone Study. On September 6, 2016, the City Council adopted by resolution, the Engineering & Traffic Study/Speed Zone Survey prepared by Infrastructure Engineers and required by Section 627 of the California Vehicle Code.

Discussion and Analysis:

Regulatory Framework:

Per California Vehicle Code sections 627, 22357, 22358 and 40802, an Engineering and Traffic Study/Speed Zone Survey is required every 5 years in order to set and enforce speed limits by radar or other electronic devices. The last Speed Zone Study was conducted in 2002, which expired in year 2007.



In order to enforce speed limits by radar or other electronic devices, a study must be conducted every five years. Sections 40802 of the California Vehicle Codes defines a speed limit enforced by radar and "... which speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of alleged violation..." constitutes a speed trap. Since speed traps are illegal, the lack of an adequate study effectively precludes the police from using radar for speed enforcement.

The exceptions to this are local residential streets, areas near children playgrounds or schools, and narrow streets, which have a prima facie speed limit of 25 miles-per-hour (mph).

Results of the Engineering and Traffic Study/Speed Zone Survey:

Infrastructure Engineers completed the Engineering and Traffic Study/Speed Zone Survey in August, 2016. As part of their analysis, Infrastructure Engineers' Traffic Engineer surveyed, reviewed and analyzed 32 street segments from our arterial and collector street network in order to establish the 85th percentile speed being traveled on each of those street segments. In addition, they reviewed and evaluated the most recent collision history, safe stopping distance, any superelevation, shoulder conditions, intersection spacing and offsets, commercial driveway characteristics, pedestrian traffic and adjacent land uses. Together with the 85th percentile speed, they used this information in recommending a posted speed limit.

Of the 32 street segments that were surveyed, reviewed, and analyzed:

- 7 required No Change to the posted speed limit, based on the 85th percentile and other factors.
- 24 had an 85th percentile speed higher than the posted speed limit, but were Justified to be posted at the current speed limit.
- 1 was recommended for an Increase to the posted speed limit. This is for the segment on Imperial Hwy, from Long Beach Blvd to MLK Jr Blvd, in order to match the speed limits with the two adjoining segments on Imperial Hwy.

Attached are 4 tables from the Engineering and Traffic Study/Speed Zone Survey that summarize the recommendations.

- Table 1 presents a summary of all locations surveyed, along with the recommended speed limit postings.
- Table 2 presents the locations where the 85th percentile speed complies with the posted speed limit, and no adverse conditions exist which would suggest or require a change to the speed limit.
- Table 3 presents a summary of locations where the 85th percentile speed exceeds the posted speed limit based on the speed limit of adjacent segments or other factors discussed above but not readily apparent to the driver.

- Table 4 presents a summary of the locations where the 85th percentile speed exceeds the posted speed limit, and the speed limit needs to be increased.

Staff recommends that the ordinance be adopted amending Section 7-10 of the Lynwood Municipal Code to reflect the changes to the speed limits as proposed by the Engineering and Traffic Study/Speed Zone Survey previously adopted by the City Council.

Fiscal Impact:

This Traffic Study has already been fully funded by Prop C Funds. To the extent that speed signs need to be changed, these costs will be borne by our existing operating budget.

Coordinated With:

City Attorney's Office
City Clerk's Office
Finance Department

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AMENDING SECTION 7-10 OF THE LYNWOOD MUNICIPAL CODE RELATING TO PRIMA FACIE SPEED LIMITS

The City Council of the City of Lynwood does hereby ordain as follows:

Section 1. SECTION 7-10 of the Lynwood City Code hereby is amended to read as follows:

Section 7-10 Increase of Decrease of Local Speed Limits on Certain Designated Streets.

It is hereby determined upon the basis of a traffic and engineering survey, that the prima facie speed permitted by State Law in certain business and residential districts in the City shall be changed to a speed limit declared to be reasonable and safe and which will be conducive to the orderly movement of vehicular traffic under the conditions found to exist upon such streets, and it is hereby declared that the prima facie speed limit shall be as herein set forth on the those streets herein designated when signs are erected giving notice thereof.

- | | |
|---|-------------------|
| 1. Abbott Road, Martin Luther King, Jr. Boulevard, to Atlantic Avenue | 35 miles per hour |
| 2. Alameda Street, 103 rd Street to South City Limits | 40 miles per hour |
| 3. Atlantic Avenue, North City Limits to Imperial Highway | 35 miles per hour |
| 4. Atlantic Avenue, Imperial Highway to Fernwood Avenue | 35 miles per hour |
| 5. Atlantic Avenue, Fernwood Avenue to South City Limits | 40 miles per hour |
| 6. Bullis Road, Imperial Highway to Martin Luther King, Jr. Boulevard | 35 miles per hour |
| 7. Bullis Road, Martin Luther King, Jr. Boulevard to Platt Avenue | 25 miles per hour |
| 8. Bullis Road, Platt Avenue to South City Limits | 35 miles per hour |
| 9. California Avenue, Martin Luther King, Jr. Boulevard to Imperial Highway | 35 miles per hour |
| 10. California Avenue, Imperial Highway to Fernwood Avenue | 25 miles per hour |
| 11. Carlin Avenue, Bullis Road to Olanda Street | 35 miles per hour |
| 12. Duncan Avenue, Imperial Highway to Martin Luther King, Jr. Boulevard | 25 miles per hour |
| 13. Fernwood Avenue, Alameda Street to Wright Road | 35 miles per hour |
| 14. Imperial Highway, Mona Boulevard to Long Beach Boulevard | 40 miles per hour |
| 15. Imperial Highway, Long Beach Boulevard to Martin Luther King, Jr. Boulevard | 40 miles per hour |
| 16. Imperial Highway, Martin Luther King, Jr. Boulevard to East City Limits | 40 miles per hour |

- | | |
|--|-------------------|
| 17. Long Beach Boulevard, Tweedy Boulevard to I-105 Freeway | 35 miles per hour |
| 18. Long Beach Boulevard, I-105 Freeway to South City Limits | 35 miles per hour |
| 19. Lynwood Road, Alameda Street to Long Beach Boulevard | 30 miles per hour |
| 20. Lynwood Road, Long Beach Boulevard to Bullis Road | 25 miles per hour |
| 21. Martin Luther King, Jr. Boulevard, Alameda Street to California Avenue | 40 miles per hour |
| 22. Martin Luther King, Jr. Boulevard, California Avenue to Bullis Road | 35 miles per hour |
| 23. Martin Luther King, Jr. Boulevard, Bullis Road to Atlantic Avenue | 40 miles per hour |
| 24. Martin Luther King, Jr. Boulevard, Atlantic Avenue to East City Limits | 35 miles per hour |
| 25. Norton Avenue, Alameda Street to State Street | 30 miles per hour |
| 26. Norton Avenue, State Street to California Avenue | 30 miles per hour |
| 27. Norton Avenue, California Avenue to Imperial Highway | 30 miles per hour |
| 28. Santa Fe Avenue, Martin Luther King, Jr. Boulevard to Norton Avenue | 35 miles per hour |
| 29. Santa Fe Avenue, Norton Avenue, to Fernwood Avenue | 35 miles per hour |
| 30. State Street, Tweedy Boulevard to Cedar Avenue | 35 miles per hour |
| 31. State Street, Cedar Avenue to South City Limits | 40 miles per hour |
| 32. Wright Road, Duncan Avenue to Fernwood Avenue | 30 miles per hour |

PASSED, APPROVED and ADOPTED this 4th day of October, 2016.

Edwin E. Hernandez

Mayor

ATTEST:

Maria Quinonez

City Clerk

J. Arnoldo Beltrán

City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia

City Attorney

Raul Godinez II, P.E.

Director of Public Works / City Engineer

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the foregoing Ordinance was passed and adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the _____ day of _____, 2016 and passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

María Quiñónez, City Clerk, City of Lynwood

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and forgoing is a full, true and correct copy of Ordinance No. _____ on file in my office and that said Ordinance was adopted on the date and by the vote therein stated. Dated this _____ day of _____, 2016.

María Quiñónez, City Clerk, City of Lynwood



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnaldo Beltrán, City Manager *JAB*

PREPARED BY: Raul Godínez P.E., Director of Public Works/City Engineer *RG*
Lorry Hempe, Public Works Special Projects Manager

SUBJECT: Gateway Cities Council of Governments' Invoice on Public Information/Education Campaign on Measure M

Recommendation:

Staff recommends that the City Council provide staff with direction on the payment of the Gateway Cities Council of Governments' Invoice for Public Information Campaign Related to Metro Ballot Measure.

Background:

The Board of Directors of the Gateway Cities Council of Governments (Gateway Cities) has authorized a contract with Lew Edwards Group to conduct a public information/education campaign on Measure M. The total cost of this educational campaign is being shared among the Gateway Cities' members. The City's share of cost is \$10,000.

Discussion & Analysis:

The City is a member of the Gateway Cities. The Board of Directors of the Gateway Cities has authorized a contract with the Lew Edwards Group to conduct a public information/education campaign to give the public an understanding of how the Metropolitan Transportation Authority (MTA) one-half cent sales tax measure which will appear on the November ballot will and will not do with regard to advancing transportation projects in the County of Los Angeles.

Education Campaign Budget

The Gateway Cities has estimated the cost of the educational campaign at \$400,000. They are hoping that the cost can be shared among all of the member

AGENDA
ITEM

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cities. Gateway Cities used a population based formula to allocate costs among its member cities. The City's share is \$10,000. (See Attachment A)

This is an unbudgeted item for FY17. An appropriation of \$10,000 from the unappropriated General Fund is needed to make this payment. If the City chooses not to pay this amount, more of the cost will be reallocated to other member cities.

Below are some alternatives for the City Council's consideration:

Alternative 1 - Do nothing. Direct the City Manager to inform Gateway Cities of the City Council's decision not to pay for the invoice.

Alternative 2- Pay the \$10,000 invoice from Gateway Cities and appropriate \$10,000 from the unappropriated General Fund to make such a payment.

Alternative 3- Pay only 30% of the invoice. Authorize appropriation from the unappropriated AB2766 Funds in the amount of \$3,000 to pay a portion of the Gateway Cities Annual Dues and to shift the budgeted General Fund Amount appropriated for the Annual Dues to pay a portion of the \$10,000 invoice from Gateway Cities.

Public Information/Education Campaign Scope of Work

The investment of these funds to communicate the local impacts of a proposed tax is critical for our citizens. It is permissible for public agencies to disseminate the factual information to constituents and the public about a given policy matter. With this in mind, funds will be used to:

- Assess public attitudes towards MTA's proposed projects, including understanding regional similarities and differences in public viewpoints by geography and audience.
- Retain experts to develop effective, accessible informational messages about this issue, engage the public, respond to questions, and create informational toolkits or training for Gateway member cities.
- Disseminate information about local impacts in permissible, cost-effective mediums in accordance with our usual methods for dissemination of information to the public, including: press events, and conferences; stakeholder and influential updates; web-based video, social media, and new media.

All information provided will be factual, as no campaign advocacy can occur using public funds. An example of the work product is the "Frequently Asked Questions (F.A.Q.) about Measure M" (attached), and the sample PowerPoint on "Local Impacts of Measure M", also attached for your reference.

Fiscal Impact:

Below is an estimated fiscal impact for each of the alternatives listed above:

Alternative 1- There is no additional fiscal impact.

Alternative 2- \$10,000 impact on the already constrained General Fund.

Alternative 3- \$3,000 from AB 2766 funds.

Coordinated With:

Finance & Administration
City Attorney



RECEIVED
ATTACHMENT A
AUG 23 2016
PUBLIC WORKS

GATEWAY CITIES
COUNCIL OF GOVERNMENTS

RECEIVED

August 11, 2016

AUG 17 2016

CITY OF LYNNWOOD
CITY MANAGERS/CITY CLERK'S OFFICE

Artesia

Avalon

Bell

Bellflower

Bell Gardens

Cerritos

Commerce

Compton

Cudahy

Downey

Hawaiian Gardens

Huntington Park

Industry

La Habra Heights

La Mirada

Lakewood

Long Beach

Lynwood

Maywood

Montebello

Norwalk

Paramount

Pico Rivera

Santa Fe Springs

Signal Hill

South Gate

Vernon

Whittier

County of Los Angeles

Port of Long Beach

Mr. J. Arnoldo Beltran, City Manager
City of Lynwood
11330 Bullis Avenue
Lynwood, CA 90262

Dear Colleague:

Education Campaign Regarding MTA Sales Tax Measure Invoice

The Board of Directors of the Gateway Cities Council of Governments has authorized a contract with the Lew Edwards Group to conduct a public information/education campaign to give the public an understanding of how the MTA one-half cent sales tax measure which will appear on the November ballot will and will not do with regard to advancing transportation projects in the County. As you may know, cities in the Gateway Cities and South Bay sub-regions of the County have given considerable attention to how this sales tax measure will affect our transportation project priorities.

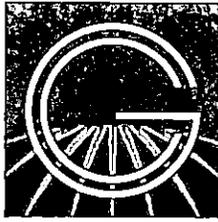
You should have received under separate cover a staff report prepared by the City of Norwalk which briefly explains the extent of this effort and which can serve as a model of your own staff report that you can present to your city council. The total estimated cost of the educational campaign is close to \$400,000, which we are hoping can be absorbed by a cost sharing among all of our cities on a formula that is based on population. The enclosed invoice is for the amount that we are asking for from cities in your range of population. Maximum participation by cities in this effort will keep the individual city costs to a minimum.

Please feel free to contact me or Norwalk City Manager Mike Egan if you need more information.

Cordially,

Richard R. Powers
Executive Director

Enclosure



GATEWAY CITIES
COUNCIL OF GOVERNMENTS

Bill to:
Mr. J. Arnoldo Beltran, City Manager
City of Lynwood
11330 Bullis Avenue
Lynwood, CA 90262

August 10, 2016

INVOICE

*Public Information Campaign
Related to Metro Ballot Measure
Fiscal Year 2016-2017 \$10,000.00*

Total Due	\$10,000.00
------------------	--------------------

Please remit to:
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

Thank you in advance for your prompt payment!



GATEWAY CITIES

COUNCIL OF GOVERNMENTS

Frequently Asked Questions About Measure M

Q: What is Measure M?

A: Measure M is a transportation tax and spending plan proposed by the Los Angeles County Metropolitan Transportation Authority (MTA) and placed on the November 2016 ballot. If enacted, Measure M will double the transportation sales tax rate approved by voters in 2008 and will be permanent if passed.

Q: Who are the Gateway Cities Council of Governments and the South Bay Cities Council of Governments? What positions have they taken on Measure M?

A: The Gateway Cities Council of Governments is an organization representing 27 cities in Southeast Los Angeles County to have a collective voice on issues important to the region, including transportation, air quality, economic development, and housing.

The South Bay Cities Council of Governments represents 16 cities to collaborate on regional issues with a focus on improving transportation and the environment, and strengthening economic development. Each COG has voted to officially oppose Measure M as the COGs believe it isn't fair to the hard working families of the Southeast LA County and South Bay communities.

Taxpayers in the communities the COGs represent—many of which are blue-collar—will be paying for Measure M but won't get significant traffic congestion relief, or completed street improvements, for decades.

Q: Don't constituents in these communities need the transportation projects Measure M proposes?

A: Under Measure M, improvements to the I-5, I-405, I-605, and I-710 freeways won't be completed for 30 to 40 years. Transportation critical to blue collar communities will be postponed under Measure M but projects in far more affluent communities are now first in line to receive Measure M funds.

Q: What studies, if any, has Gateway Cities COG conducted on this issue?

A: Gateway Cities COG conducted a survey in August 2016 which shows a clear majority of respondents are concerned about the fair sharing of transit dollars, and fiscal accountability. MTA projects have incurred nearly one billion in cost over-runs since 2009. After a number of facts were presented, Measure M fell well below the 2/3s majority required for passage.

Q: How can I get more information about this issue and how to vote?

A: Visit www.gatewaycog.org/MeasureM. For voting information visit www.lavote.net

Local Impacts of Measure M Fall 2016

Sample provided as a resource to Gateway Cities COG members. Gateway Cities COG does not advocate for or against Measure M. Please confer with your City Attorney or Legal Counsel before using/adapting this product.



What is Measure M?

Measure M is a transportation tax and spending plan proposed by the Los Angeles County Metropolitan Transportation Authority (MTA) and placed on the November 2016 ballot.

If enacted, Measure M will double the County's transportation sales tax rate approved by voters in 2008 and will be permanent if passed. It requires a 2/3's vote to pass.



What position has the Gateway Cities COG taken on Measure M?

On July 6, 2016, the Gateway Cities COG Board voted to officially oppose Measure M.

The Gateway Cities COG believes the measure is unfair to residents in the Southeast LA County region.

Many blue-collar taxpayers will be paying for Measure M but will not see any traffic relief or street improvements for decades.



Don't constituents in these communities need the projects Measure M provides?

Under Measure M's current plan, improvements to the I-5, I-405, I-605, and the I-710 freeways won't be completed for 30- 40 years.

The communities the Gateway Cities COG represents were promised much needed transportation improvements in earlier tax measures.

Now, transportation projects to our communities have been postponed, but projects to more affluent communities are first in line to receive Measure M funds.



What are some of the Measure M facts to be aware of?

Every Los Angeles County community should receive a timely, fair share of funds which Measure M may not accomplish. An Independent Survey recently commissioned by the Gateway Cities COG found that an overwhelming percentage of residents county-wide share that view.

Local streets and roads are falling apart, but Measure M doesn't make fixing them a high priority.

Los Angeles County taxpayers already pay some of the highest transportation tax rates in the nation. Since 2009, there has been nearly a billion dollars in MTA cost over-runs, a concern to our constituents.



Measure M Facts (continued)

The light rail line from downtown LA to the Orange County line through Paramount, Bellflower and Cerritos has been postponed for 25 years, and Measure M prioritizes many projects for the City of Los Angeles only.

The Gateway Cities COG voiced a number of objections during the development of Measure M, but the MTA did not address them.

That's just not fair.



How can I help?

Do you know other organizations that would like this information or a presentation? Let us know!

Contact:





AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnaldo Beltrán, City Manager *JAB*

PREPARED BY: Mike Poland, Planning Manager

SUBJECT: Status of Enforcement Action on Garage Conversions

Recommendation:

Staff recommends that the City Council provide direction on how should staff educate the public on the menace or inherent dangers of garage conversions and whether they want staff to continue to be reactive or start being proactive to abate illegal garage conversions.

Background:

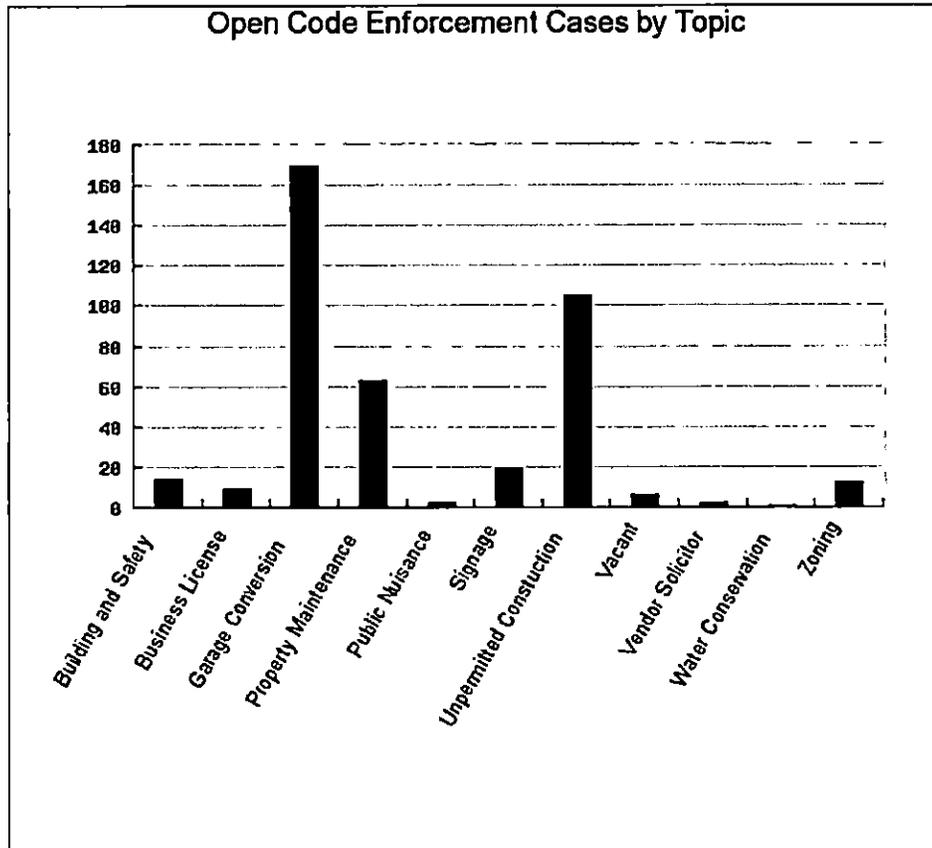
The Code Enforcement Division of the Department of Development, Compliance and Enforcement Services provides citywide enforcement service for all reported concerns and violations relating to neighborhood residential properties as well as commercially and industrially zoned properties. The Code Enforcement Division utilizes education and enforcement tools to facilitate compliance with Municipal Codes designed to maintain a healthy, safe and clean environment, carry out land use policy, and preserve the quality of life standards that residents and businesses enjoy in our community.

The City's Code Enforcement Program is generally a complaint-based program and provides enforcement for neighborhood issues such as, property maintenance, zoning, illegal construction and conversions, housing-related impacts (garage conversions), blight, stagnant water, vacant or unsecured buildings, etc. These complaints are classified as either emergency, priority and routine complaints. Complaints can be made over the phone by calling the Complaints Department number, on-line, in person at the City Manager's Office, or by downloading the free mobile application. The Code Enforcement Division has six budgeted code enforcement inspectors and one supervisor. In general, inspector workload is assigned on a rotation basis as cases/complaints are received.



Discussion & Analysis:

The City annually receives approximately 915 code enforcement complaints. There are currently a total of 402 open code enforcement cases of which 169 are cases regarding illegal garage conversions.



An illegal garage conversion occurs when a property owner or tenants alters or modifies their garage for living purposes without obtaining the proper approvals or permits from the City. Altering or converting a garage into a living area is a violation of the California Health and Safety Code Sec.17920.3 (n) and the California Building Code Sec. 105:1. State housing standards make it illegal to live in a dwelling without proper ventilation or plumbing, or allowing people to sleep in the same room as their gas ovens or water heaters.

When a garage is illegally converted into living quarters, serious health and safety issues can be created. Improperly installed electrical wiring may cause fires, improper venting of water heaters may cause asphyxiation resulting in possible death, and plumbing installed not according to the Building Code may lead to other health hazards. Other health and safety issues associated with illegal garage conversions may include not having the proper number of emergency exits or windows, not having fire resistant construction materials, and insufficient fire prevention systems or smoke alarms.

In addition to safety concerns, illegal garage conversions can also affect the quality of life in any neighborhood. Improper and illegal occupancy of a converted garage increases the demand for City services such as refuse collection, increases the number of vehicles taking up parking spaces, and impacts the density of our neighborhoods, potentially leading to a decrease in the quality of life for all residents. A garage is meant to store vehicles and personal items, and not to serve as a living quarters.

Across Los Angeles County, City officials estimate that hundreds of thousands of people sleep each night in quarters originally built for automobiles -- although it's impossible to know for sure how many because the units are, by their nature, hidden behind closed doors.

In the Los Angeles County region there is a deep shortage of affordable housing. Local officials throughout each city in the County have long struggled with what to do about illegal garage units. Strictly enforcing all building codes could result in tens if not hundreds of thousands of people pushed onto the street, according to housing experts. But it is not good public policy to have children and families living in unsafe units -- especially ones that do not have proper fire exits. Converted garages pose a health and safety risk such as the 2007 fire that killed 2 children living in an illegal Long Beach garage.

The City of Los Angeles' approach to this issue is to have neighborhoods participate in a voluntary pilot project to help residents bring illegal units up to code and get them properly permitted.

Compton city officials have said the converted garages pose a health and safety risk -- and they have been putting liens on people's properties until they turn their garages back into spaces for cars or formally legalize them with building permits.

For staff, it's difficult to assess how widespread the problem is in Lynwood. It's a constant battle to shut down garage homes where entire families often are crammed together.

Some cities have gone to the extent of having code enforcement officers being proactive by seeking out homes with potential garage conversions through checking ads in the newspaper, or notices posted at fast-food places, to see who is offering homes for rent that might be converted garages.

Other cities have published a flyer detailing the danger of garages being used for a living area; flyers are published in English and Spanish. The flyer is put on the City web page and placed at high gathering areas such as parks, community centers, shopping centers, etc. See an example on Attachment 1.

Most complaints come from neighbors, although too often neighbors remain silent out of empathy for the impoverished garage dwellers.

Sometimes, the garage dwellers themselves make the complaints. They will call the City to "blow the whistle" on landlords who aren't keeping up conditions like the heat--unaware that their complaint is going to cost them what primitive living conditions they do have.

Fiscal Impact:

None.

Coordinated With:

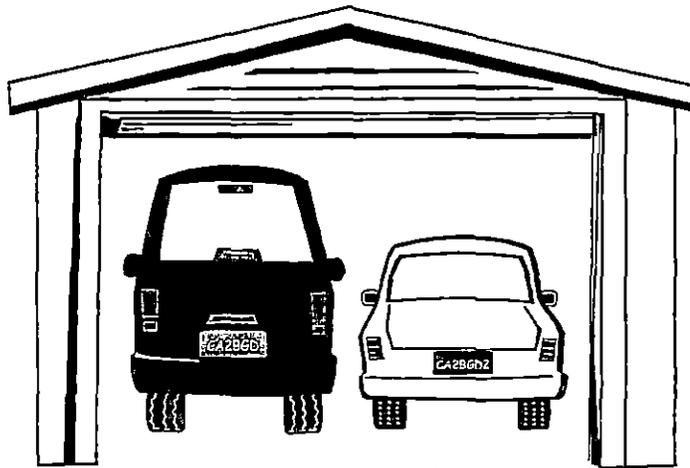
None.

List Other Departments:

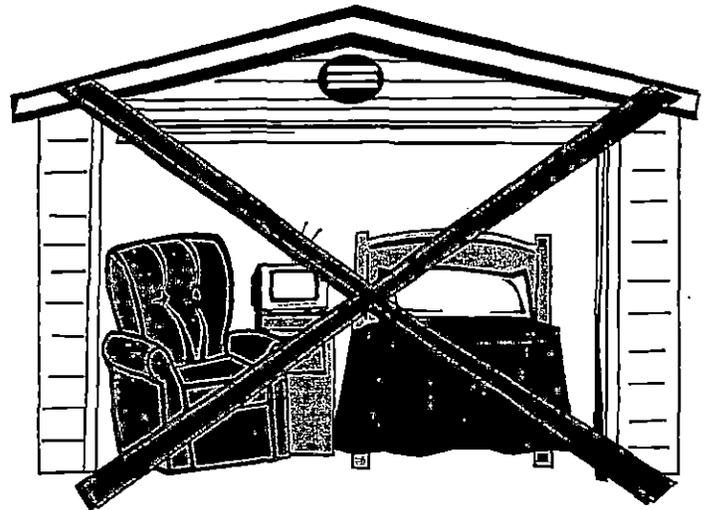
None.

A GARAGE can only be used for parking vehicles and storage.

DO



DON'T



Illegal conversion of a garage may create dangers:

- Fires may be caused through the improper installation of electrical wires
- Fires may occur through a lack of fire resistant construction materials.
- Fires may result from insufficient fire prevention systems and/or smoke alarms.
- Poor air quality from improper venting of water heaters
- Other health hazards may occur from the improper installation of plumbing.
- There is a lack of emergency exits or windows.

If you believe that someone has illegally converted their garage to a living space, please contact Code Enforcement at _____



City of **LYNWOOD**

11330 BULLIS ROAD
LYNWOOD, CALIFORNIA 90262
**CODE ENFORCEMENT
DIVISION**



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Mark Flores, Director - Recreation & Community Services *[Signature]*

SUBJECT: Donation Request for Support of Fitness Event

Recommendation:

Staff recommends that the City Council consider a donation request from Ruben Cervantes and the Lynwood School of Strength organization and provide direction.

Background:

Lynwood-based Lynwood School of Strength and owner Ruben Cervantes have submitted a formal request for a \$1,900 donation from the City to support the Lynwood Fitness Fair held of October 1, 2016. The event promoted fitness, healthy living and fitness opportunities to the Lynwood community.

AGENDA
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Discussion & Analysis:

The Lynwood Fitness Fair was held to promote active and healthy living for area residents. Supported by the City of Lynwood and the Lynwood Unified School District, the event featured active-living vendors, jumpers, sport-based fun activities for all ages, a fee-based soccer tournament, a fee -based "lucha libre" show and food vendors. The City of Lynwood provided facility use and logistics support valued at over \$2,750 and additional support from the City in the form of publicity in the Lynwood N' Perspective publication, online and social media outlets. No commitments of direct financial support were made to the event promoter by staff during the event's planning.

California Constitution Article XVI, Sect. 6 requires that the use of public resources must serve public purposes. On June 16, 2009, the City Council adopted a City Donation/Fee Waiver Policy providing a procedure for City support of non-profit agencies that participate in and promote events that are beneficial to the community or otherwise provide a valid and substantial public purpose within the mission of the City and demonstrate a need for assistance.

The City of Lynwood Donation/Fee Waiver Policy provides a procedure for City support of unsolicited community events and activities that are deemed beneficial to the community or provide a valid and substantial public purpose within the mission of the City and demonstrate a need for assistance. The timing of this request did not allow for the approval/denial process, established by the policy, to occur.

Staff is respectfully requesting that the City Council consider the City of Lynwood Donation/Fee Waiver Policy as it applies to this request and provide direction. Should the City Council choose to approve this request, staff respectfully requests that the City Council also approve the accompanying resolution. If the request is approved, the reimbursement to the event promoter (Ruben Cervantes or Lynwood School of Strength) will be made contingent upon evidence to payment by the event promoter.

Fiscal Impact:

As requested, the fiscal impact is \$1,900 from the recommended funding source of Acct. # 1011.10.101.64399.

Coordinated With:

Finance Department

City Attorney

RESOLUTION. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD FINDING THAT A PUBLIC PURPOSE WOULD BE SERVED BY APPROVING A FINANCIAL SUBSIDY IN THE AMOUNT OF \$1,900 FROM ACCOUNT NUMBER 1011.10.101.64399 FOR RUBEN CERVATES OR THE LYNWOOD SCHOOL OF STRENGTH IN SUPPORT OF ITS LYNWOOD FITNESS FAIR HELD ON OCTOBER 1, 2016

WHEREAS, the City Council of the City of Lynwood endeavors to promote community, charitable and similar activities in Lynwood that have an appropriate public purpose, consistent with the provisions of the California Constitution, Art. XVI, sec. 6; and

WHEREAS, while the City encourages organizers of community charitable activities in Lynwood to obtain their funding and other support independent of City support, a Donation/Fee Waiver policy provides a procedure for City support of non-profit entities who participate in and promote events that are beneficial to the community or otherwise provide a valid and substantial public purpose within the mission of the City and demonstrate a need for assistance; and

WHEREAS, the City Council has determined that the request from Ruben Cervantes and the Lynwood School of Strength to support the Lynwood Fitness Fair meets the criteria set forth in the Donation/Fee Waiver Policy.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council finds that the request for financial subsidy benefits the community.

SECTION 2. The City Council approves a subsidy in the amount of \$1,900 to Ruben Cervantes and the Lynwood School of Strength to support its Lynwood Fitness Fair contingent upon the event promoter submitting to the City evidence of payment to vendor.

SECTION 3. The City Council approves that the expenditure of \$1,900 to be deducted from City Account Number 1011.10.101.64399 (Other Fees For Services).

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED THIS 4th day of October, 2016.

Edwin E. Hernandez, Mayor

ATTEST:

Maria Quinonez, City Clerk

J. Arnoldo Beltrán, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia, City Attorney

Mark Flores, Director
Recreation & Community Services

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of said City at its regular meeting thereof held in the City Hall of the City on the _____day of _____, 2016 and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, City of Lynwood

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this _____ day of _____, 2016.

City Clerk, City of Lynwood



CITY OF LYNWOOD

As Successor Agency to the Lynwood Redevelopment Agency

Edwin Hernandez, Mayor
Aide Castro, Mayor Pro-Tem
Salvador Alatorre, Councilmember
Maria Teresa Santillan-Beas, Councilmember
Jose Luis Solache, Councilmember

This Agenda contains a brief general description of each item to be considered. Copies of the Staff reports or other written documentation relating to each item of business referred to on the Agenda are on file in the Office of the City Clerk and are available for public inspection. Any person who has a question concerning any of the agenda items may call the City Manager at (310) 603-0220, ext. 200.

AGENDA

CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE
LYNWOOD REDEVELOPMENT AGENCY

OCTOBER 4, 2016
REGULAR MEETING
6:00 P.M.
CITY HALL
11330 BULLIS ROAD

EDWIN HERNANDEZ
MAYOR

AIDE CASTRO
MAYOR PRO-TEM

MARIA TERESA SANTILLAN-BEAS
COUNCILMEMBER

CITY MANAGER
J. ARNOLDO BELTRÁN

CITY CLERK
MARIA QUINONEZ

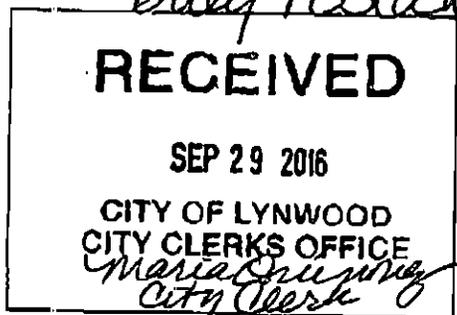
SALVADOR ALATORRE
COUNCILMEMBER

JOSE LUIS SOLACHE
COUNCILMEMBER

CITY ATTORNEY
DAVID A. GARCIA

CITY TREASURER
GABRIELA CAMACHO

Duly Posted



OPENING CEREMONIES:

- A. Call Meeting to Order
- B. Roll Call (ALATORRE-SANTILLAN BEAS-SOLACHE-CASTRO-HERNANDEZ)
- C. Certification of Agenda Posting by City Clerk

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

CONSENT CALENDAR

- 1. APPROVAL OF THE WARRANT REGISTER

Comments:

City of Lynwood Successor Agency warrant register dated October 4, 2016 for FY 2016/17

ADJOURNMENT

CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY MEETINGS WILL BE POSTED AS NEEDED. THE NEXT MEETING WILL BE HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 11330 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.



AGENDA STAFF REPORT

DATE: October 4, 2016

TO: Honorable Mayor and Members of the City Council as
Successor Agency to the Lynwood Redevelopment Agency

APPROVED BY: J. Arnaldo Beltrán, Executive Director *JAB*

PREPARED BY: Amanda Hall, Director of Finance *AH*
Lilly Hampton, Accounting Technician

SUBJECT: Approval of the Warrant Register

Recommendation:

Staff respectfully recommends that the Lynwood City Council as Successor Agency approve the warrant register dated October 4, 2016.

----- Attached Warrant Register dated October 4, 2016-----



Prepaid Check List
Successor Agency of the Lynwood Redevelopment Agency

Bank code : cdev-3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10000	9/15/2016	010101 CHICAGO TITLE COMPANY	010101091516	02-001917	REFUND-DEPOSIT-ALAMEDA LAND PURCHASE-9/2016 1020.18101	124,600.00
Total :						124,600.00

1 Vouchers for bank code : cdev-3

Bank total : 124,600.00

1 Vouchers in this report

Total vouchers : 124,600.00

Check List
Successor Agency of the Lynwood Redevelopment Agency

Bank code : sa_usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
5395	10/4/2016	007860 THE PUN GROUP, LLP	1600223-A	02-001927	AUDITING SERVICES-8/2016 1022.51.207.62005	372.50
Total :						372.50
1 Vouchers for bank code : sa_usb						Bank total : 372.50
1 Vouchers in this report						Total vouchers : 372.50