



AGENDA
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE
SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY

WEDNESDAY, NOVEMBER 10, 2021 AT 7:00 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Ricardo Lara

CITY CLERK
Flor Aguiluz

MAYOR PRO TEM
Heber Marquez

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Eduardo De La Riva
Frank Garcia
Jessica Torres

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC

This meeting will be conducted pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency. For this regular meeting, members of the City Council and City Staff are permitted to attend the meeting by teleconference and such teleconference locations are not accessible to the public and are not subject to special posting requirements. Some members of the City Council and staff may attend the meeting at City Hall in the City Council Chambers located at 4319 E. Slauson Avenue. The

City Council Chambers, however, will not be open to the Public. The meeting will be broadcast using the Zoom platform as well as broadcasted live on the City's Facebook page.

To maximize public health and safety while still maintaining transparency and public access, members of the public can observe and participate in the meeting virtually via Zoom or follow the meeting live via the City's Facebook page. Public participation is highly encouraged using the virtual platform. Below is information on how the public may observe and participate in the meeting.

If you would like to speak on an agenda item, you can access the meeting remotely via zoom :

Join by phone 1-669-900-6833 Enter Meeting ID: 885 3101 0388 Passcode: 760395

OR

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88531010388?pwd=NUY5c2J1dklENjlnbnVFZkdRQzFCZz09>

Passcode: 760395

To participate in the meeting by providing public comment via teleconference/video conference:

Live real-time verbal public comments may be made by members of the public joining the meeting via Zoom. Zoom access information is provided above. Use the "raise hand" feature (for those joining by phone, press *9 to "raise hand") during the public participation period for agenda items or during the public participation period for non-agenda items. The Zoom Host will call on people to speak by name provided or last 4 digits of phone number.

Before the meeting: You can also submit your public comments for the record in advance by 4:30 pm the day of the meeting by email to shirley.quinones@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council meeting, please contact the City Clerk's Office, (323) 562-5714 within 48 hours of the meeting.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

V. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on an item on the agenda may use the instructions provided in section **III. COVID - 19 MEETING PROCEDURES** on page 1 of this agenda.

VI. PRESENTATIONS

PROCLAMATION RECOGNIZING NATIONAL ALZHEIMER'S AWARENESS MONTH

CITY OF MAYWOOD VOCATIONAL/TECHNICAL SCHOOL AND APPRENTICE SCHOLARSHIP
AWARDED TO MILAGROS LYDE

SHERIFF'S UPDATE

VII. PUBLIC HEARING

VIII. CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

1. MINUTES OF OCTOBER 27, 2021 CITY COUNCIL MEETING
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
3. REVENUE REPORT FROM JULY - OCTOBER 2021
4. AWARD PROFESSIONAL SERVICES AGREEMENT TO HUNSAKER & ASSOCIATES IRVINE, INC. FOR THE ENGINEERING AND DESIGN SERVICES FOR SEWER IMPROVEMENTS ON 52ND STREET BETWEEN FISHBURN AVENUE AND 52ND PLACE AND 52ND PLACE BETWEEN 52ND STREET AND CUDAHY AVENUE PROJECT
5. RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY TO DETERMINE WHETHER THE LEGISLATIVE BODIES OF THE CITY OF MAYWOOD WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).
6. A RESOLUTION OF THE CITY OF MAYWOOD DECLARING ITEMS SURPLUS PROPERTY AND AUTHORIZING THOSE ITEMS FOR DISPOSAL
7. CONSIDERATION OF REJECTING BIDS AND AUTHORIZATION TO RE-ADVERTISE AQUATIC CENTER POOL REPLASTERING PROJECT

8. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH COMCATE SOFTWARE, INCORPORATED (COMCATE) TO PROVIDE BUILDING AND CODE ENFORCEMENT SOFTWARE AND SUPPORT

IX. DISCUSSION/ACTION ITEMS

X. CLOSED SESSION

XI. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on a non- agenda item you may use the instructions provided in section III. COVID - 19 MEETING PROCEDURES on page 1 of this agenda.

XII. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is Wednesday, November 24, 2021 at 7:00 p.m.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, _____, Flor Aguiluz, City Clerk or Shirley Quinones, Deputy City Clerk, hereby certify that this agenda was duly posted by law at 4319 E. Slauson Avenue, Maywood, CA 90270 and the City Website. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the Maywood City Hall, 4319 E. Slauson Avenue, Maywood CA 90270. If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to rising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting. In compliance with the ADA, if you need special assistance for the meeting, call (323) 562-5723 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.





Proclamation

National Alzheimer's Awareness Month November 2021



WHEREAS, Alzheimer's disease and other dementias are an irreversible and progressive brain disorder that slowly weakens memory, thinking, and skills; and

WHEREAS, there are currently 690,000 Californian age 65 and older with Alzheimer's Disease and an estimate of 5,500 deaths due to Alzheimer's Disease annually; and

WHEREAS, Alzheimer's Disease has no current cure treatments for symptoms are available, and research continues today there is a worldwide effort to find better ways to treat the disease, delay its onset and prevent it from developing; and

WHEREAS, by learning more about dementia, we can all do things to lessen the impact of Alzheimer's disease and other dementias; and

WHEREAS, by raising awareness and sharing stories, those diagnosed with the disease and their caregivers, feel heard, respected; and

NOW, THEREFORE, BE IT RESOLVED, I, Ricardo Lara, Mayor of the City of Maywood and on behalf of the City Council, proclaim November as National Alzheimer's Awareness Month in Maywood and ask all Maywood residents to support those affected by Alzheimer's.

On this 10th day of November 2021

Ricardo Lara
Mayor



CERTIFICATE OF SCHOLARSHIP

THIS CERTIFICATE IS AWARDED TO

Milagros Lyde

On Behalf of the City Council and the City of Maywood, we
congratulate you as recipient of the City of Maywood
Annual Youth Scholarship Program.

11.11.2021

DATE

RICARDO LARA,
MAYOR



MINUTES
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE
SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY

WEDNESDAY, OCTOBER 27, 2021 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Lara called the meeting to order, approximately 7:02 p.m.

II. CITY OFFICIALS

MAYOR

Ricardo Lara (present)

CITY CLERK

Flor Aguiluz (teleconference)

MAYOR PRO TEM

Heber Marquez (present)

CITY TREASURER

Mary Mariscal (teleconference)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Frank Garcia (teleconference)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (present)

STAFF PRESENT:

Hrant Manuelian, Finance Director (present)

Steve Fowler, Director of Building and Planning (present)

Shirley Quinones, Deputy City Clerk (present)

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS ARE NOT OPEN TO THE PUBLIC pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency.

OBSERVERS WERE ABLE TO VIEW THE MEETING LIVESTREAMED VIA THE CITY'S FACEBOOK AT: <https://www.facebook.com/cityofmaywood> OR BY ZOOM AT:

Teleconference 1-669-900-6833 Meeting ID: 861 0885 6669 Passcode: 812137 or

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor and Council Members provided community updates.

V. PUBLIC PARTICIPATION (Agenda Items: Time allotted: 3 minutes)

The following spoke on Agenda items:

None

VI. PRESENTATIONS

2021 HALLOWEEN HOME DECORATING COMPETITION

Mayor Lara recognized the First Place winner, Joseph Torres, and Second Place winner, Yoshira Rico.

VII. PUBLIC HEARING

None

VIII. CONSENT CALENDAR

1. MINUTES OF OCTOBER 13, 2021 CITY COUNCIL MEETING

Motion to approve the Minutes of the October 13, 2021 City Council Meeting by De La Riva. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

Motion to adopt Resolution No. 6202 of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency approving the Warrants for Payment by De La Riva. Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES

3. ACCEPTANCE OF PAVEMENT REHABILITATION PROJECT FY 2019/2020 ON VARIOUS STREETS

Motion to accept project completion for the Pavement Rehabilitation Project FY 2019/2020 as performed by Onyx Paving Company, Inc for a total amount of \$1,268,819.67; and authorize the City Manager to file a project Notice of Completion with the County of Los Angeles Registrar-Recorder and release a retention payment of \$63,440.98 to Onyx Paving Company within 35 days following recordation of the Notice of Completion by De La Riva.
Second by Garcia. AYES: De La Riva, Garcia, Torres, Marquez, Lara. PASSES

IX. DISCUSSION/ACTION ITEMS

None

X. CLOSED SESSION

None

XI. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

The following spoke on Non-Agenda items:

- 1) Jesse Rodriguez (via teleconference)
- 2) People Exhibit One (via teleconference)
- 3) Veronica Guardado (via teleconference)

XII. ADJOURNMENT

Meeting adjourned at approximately 7:34 p.m. to the Regular City Council on Wednesday, November 10, 2021.

Ricardo Lara, Mayor

ATTEST:

Flor Aguiluz, City Clerk

RESOLUTION NO. 6203

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD
COMMUNITY REDEVELOPMENT AGENCY APPROVING THE
WARRANTS FOR PAYMENT**

WHEREAS, the following listed demands have been reviewed by the Director of Finance, and

WHEREAS, the Director of Finance has certified to the accuracy and availability of funds for payment thereof, and

WHEREAS, the register of audited demands is hereby submitted to the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency for approval.

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions for \$838,747.45 are hereby ratified:

- Exhibit A – Summary of Warrants and Wire Transfers/ACH Transactions
- Exhibit B – Detail of Warrants

PASSED, APPROVED AND ADOPTED THIS 10th day of November, 2021.

Ricardo Lara, Mayor

ATTEST:

APPROVED AS TO FORM:

Flor Aguiluz, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Flor Aguiluz, City Clerk of the City Council of the City of Maywood, do hereby certify that the foregoing Resolution No. 6203 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 10th day of November, 2021 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Flor Aguiluz, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, November 10, 2021

Accounts Payable

Amount

Accounts Payable prepaid warrants for payment: Checks No. 089005 - 089029 & 089042	\$ 25,925.08
Accounts Payable regular warrants for payment: Checks No. 089030 - 089041 & 089043 - 089056	\$ 748,713.68
Sub-total	\$ 774,638.76

Wire Transfers/ACH Transactions

10/22/21	ADP Payroll Fees	\$ 406.70
10/28/21	Payroll Pay Period - 10/10/2021 - 10/23/2021	\$ 44,569.77
10/28/21	CalPERS Employer Contribution - 10/10/2021 - 10/23/2021	\$ 6,639.27
11/01/21	US Bank - Merchant Fees	\$ 492.95
11/01/21	California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - November 2021	\$ 12,000.00
	Sub-total	\$ 64,108.69

Total Demands	\$ 838,747.45
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City of Maywood
Detail Warrants for Payment
Warrants No. 089005 to 089056

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089005	P	10/26/2021	American Elevator Co	*350.00	Routine Equipment Cleaning YMCA	General Fund - 01
089006	P	10/26/2021	EZM Sign	*195.59	Installation Sheriff station sign	General Fund - 01
089007	P	10/26/2021	La Vaca Tires	*400.00	City Fleet Vehicles PW Truck Tires	General Fund - 01
089008	P	11/4/2021	Angel Villegas	865.08	Retiree Medical Reimbursement November 2021	General Fund - 01
089009	P	11/4/2021	Brent Talmo	617.17	Retiree Medical Reimbursement November 2021	General Fund - 01
089010	P	11/4/2021	Bruce Leflar	1,196.68	Retiree Medical Reimbursement November 2021	General Fund - 01
089011	P	11/4/2021	Christine M. Locher	238.25	Retiree Medical Reimbursement November 2021	General Fund - 01
089012	P	11/4/2021	Dewey Pest Control	300.00	October 2021 One Time Service 4801 E. 58th Street	General Fund - 01
089013	P	11/4/2021	Edward Ahrens	1,196.68	Retiree Medical Reimbursement November 2021	General Fund - 01
089014	P	11/4/2021	Maywood Mutual Water No.1	707.64	Various Locations 08/23/2021 - 10/20/2021	General Fund - 01
089015	P	11/4/2021	Maywood Mutual Water Co. No.2	749.96	Various Locations 08/23/2021 to 10/19/2021	General Fund - 01
089016	P	11/4/2021	Tri-City Mutual Water Company	4,123.50	Various Locations 08-26-2021 to 10-22-2021	General Fund - 01
089017	P	11/4/2021	Milagros Lyde	700.00	Scholarship Community Benefit Fund	General Fund - 01
089018	P	11/4/2021	Paul Pine	1,598.58	Retiree Medical Reimbursement November 2021	General Fund - 01
089019	P	11/4/2021	Preferred Benefit Insurance Administrators, Inc.	4,869.40	Dental & Vision Insurance September 2021 & October 2021	General Fund - 01
089020	P	11/4/2021	QDoxs	118.53	Copier Base Charge October 2021	General Fund - 01
089021	P	11/4/2021	Robert Leach	1,005.00	Retiree Medical Reimbursement November 2021	General Fund - 01
089022	P	11/4/2021	Ronald Lindsey	1,274.32	Retiree Medical Reimbursement November 2021	General Fund - 01
089023	P	11/4/2021	Scott C. Anderson	1,196.68	Retiree Medical Reimbursement November 2021	General Fund - 01
089024	P	11/4/2021	Sprint	573.54	Cell Phone Service: 09/24/2021 to 10/23/2021	General Fund - 01
089025	P	11/4/2021	Staples Business Advantage	244.39	Office Supplies	General Fund - 01
089026	P	11/4/2021	Quadient Finance, USA, Inc.	500.00	Postage Machine	General Fund - 01
089027	P	11/4/2021	U.S. Bank Corporate Payment System	3,062.57	Credit Card Expense 09/15/21-10/15/21	General Fund - 01
089028	P	11/4/2021	Vernon, City of	61.12	Slauson & Downey 09-07-2021 to 10-05-2021	General Fund - 01
089029	P	11/4/2021	Xerox Financial Services	725.99	Lease Payment 09-30-2021 to 10-29-2021	General Fund - 01
089030		11/4/2021	Amazon Capital Services	247.10	Community Event and Office Supplies	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089005 to 089056

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089031		11/4/2021	CSU Fullerton/C-REAL/CSUF Philanthropic Foundation	10,000.00	Community Benefit Fund	General Fund - 01
089032		11/4/2021	CalProMax Engineering, Inc.	130,287.11	6.6 KV Street Lighting Conversion Loma Vista	Street Lighting Fund - 62
089033		11/4/2021	Occupational Health Centers of CA	98.50	Pre-employment Physical	General Fund - 01
089034		11/4/2021	County of Los Angeles Department of Animal Control	5,877.99	Animal Control Services September 2021	General Fund - 01
089035		11/4/2021	Flor Aguiluz	300.00	November 2021 City Clerk Stipend	General Fund - 01
089036		11/4/2021	HDL Coren & Cone	2,255.07	Property Tax Service: October 2021 - December 2021	General Fund - 01
089037		11/4/2021	Myers & Sons Hi-Way Safety, Inc.	146.69	Street Maintenance Supplies	Gas Tax - 04
089038		11/4/2021	Infinity Technologies	3,680.00	Monthly IT Fee for Services October 2021	General Fund - 01
089039		11/4/2021	JMG Security System	3,122.00	Renewal Alarm/Security card access system software	General Fund - 01
089040		11/4/2021	Juan Acosta	65.00	Planning Commission Stipend 10/19/2021	General Fund - 01
089041		11/4/2021	Los Angeles Regional Food Bank	100.00	Mobile Food Pantry October 2021	General Fund - 01
089042		11/4/2021	LGP Equipment Rentals	*465.11	Public Works Equipment Rental	General Fund - 01
089043		11/4/2021	Mary Mariscal	50.00	November 2021 Treasurer Stipend	General Fund - 01
089044		11/4/2021	Microix	1,633.50	Annual Software & Maintenance Support Renewal	General Fund - 01
089045		11/4/2021	Nationwide Environmental Services	7,410.00	Street Sweeping Services October 2021	General Fund - 01
089046		11/4/2021	North Star Landcare	528.00	Tree Maintenance September 2021	Gas Tax - 04
089047		11/4/2021	Phoenix Group Information Systems	21,293.61	September 2021 Citation Processing September 2021 Parking Citation Processing September 2021 Permit Processing Fees	General Fund - 01
089048		11/4/2021	Raul Rodriguez	65.00	Planning Commission Stipend 10/19/2021	General Fund - 01
089049		11/4/2021	Reyna Mendez	65.00	Planning Commission Stipend 10/19/2021	General Fund - 01
089050		11/4/2021	Richards, Watson & Gershon	56,533.13	Legal Service General September 2021	General Fund - 01
089051		11/4/2021	Sheriff's Department	428,646.48	Public Safety Services August 2021	General Fund - 01
089052		11/4/2021	Southeast Rio Vista YMCA	10,000.00	Southeast Rio Vista YMCA Purchase of Items for Special Event	General Fund - 01
089053			VOID		VOID	
089054		11/4/2021	Transtech Engineers, Inc	45,080.00	City Engineering Services	General Fund - 01
089055		11/4/2021	V & V Manufacturing	109.50	City of Maywood Code Enforcement Badges repairs	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089005 to 089056

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089056		11/4/2021	Willdan Engineering	21,120.00	Maywood Code Enforcement April, May, June 2021	General Fund - 01

TOTAL: \$774,638.76

***Check was reissued already approved by
Council in prior warrants***

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: November 10, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: HRANT MANUELIAN, FINANCE DIRECTOR

SUBJECT: REVENUE REPORT FROM JULY - OCTOBER 2021

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July – October 2021.

BACKGROUND:

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue report for the City Council's review. The Revenue Report is a tool used by the Council to monitor and oversee the financial health of the City.

DISCUSSION:

The total revenue (General and Special Funds) received from July – October 2021 totaled \$7,566,235.99 which is 52.18% higher than the same period last year. This is due to an increase in Special Revenue Funds. Below are highlights of the activity within the funds.

- **GENERAL FUND** - The total General Fund received is \$2,288,821.77 which is 26.51% lower than the same period last year. This decrease is due to the CARES Act money that the City received last year, which were one time revenues from the federal government to offset the effect of the COVID pandemic. Additionally, there is a 47.55% decrease in Cannabis sales tax compared to last year.
- **SPECIAL REVENUE FUND** - The total Special Revenue Fund received is \$5,277,414.55 which is 184.13% higher than the same period last year. The contributing factor for the difference in Special Revenue Fund is due to the payment received from the American Rescue Plan Act of 2021 (ARPA). These Funds support cities in mitigating the fiscal effects stemming from the public health emergency caused by COVID-19. The first of two installments was received in the amount of \$3,226,257, and the second and final installment is expected to be received in one year. These are one-time funds.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with this action.

ATTACHMENT(S)

1. July - Oct 2021 - City of Maywood FY2021-22

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2021-22	H - % of FY 2021- 2022 YTD Revenue Received
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(C minus B)

(C divided by B minus 1)

(C divided by G)

GENERAL FUND

TAXES: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.

Taxes:

Franchise & Collectors Fee		\$396.80	\$396.80	0.00%	\$325,000.00	0.12%
Property Taxes	\$206,381.33	\$226,667.70	\$20,286.37	9.83%	\$778,480.00	29.12%
Utility Users Tax	\$269,240.24	\$276,598.25	\$7,358.01	2.73%	\$900,000.00	30.73%
Transfer Tax (Real Estate)	\$11,540.38	\$5,262.95	(\$6,277.43)	-54.40%	\$20,000.00	26.31%
Transient Occupancy Tax	\$15,615.83	\$8,920.82	(\$6,695.01)	-42.87%	\$60,000.00	14.87%
Cannabis Sales Tax	\$1,291,905.02	\$677,664.00	(\$614,241.02)	-47.55%	\$3,000,000.00	22.59%
Sales Tax Revenue	\$317,605.60	\$415,072.53	\$97,466.93	30.69%	\$2,355,904.00	17.62%
Taxes Totals	\$2,112,288.40	\$1,610,583.05	(\$501,705.35)	-23.75%	\$7,439,384.00	21.65%

GENERAL FUND

FEES: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. **LICENSES** and **PERMITS** are types of fees allowing for the operation within the City.

Licenses & Permits:

Compliance Program Fee			\$0.00	0.00%	\$45,000.00	0.00%
Residential & Building Permits	\$7,294.02	\$5,206.02	(\$2,088.00)	-28.63%	\$29,500.00	17.65%
Public Works Permit Fees	\$40,367.40	\$60,815.50	\$20,448.10	50.65%	\$50,000.00	121.63%
Other Fees & Permits	\$6,627.94	\$6,724.10	\$96.16	1.45%	\$27,100.00	24.81%
Occupancy Permits	\$9,470.80	\$7,764.90	(\$1,705.90)	-18.01%	\$13,000.00	59.73%
Building Permits	\$22,224.77	\$16,524.34	(\$5,700.43)	-25.65%	\$60,000.00	27.54%
Compliance and Review Fees - Cannabis			\$0.00	0.00%	\$105,000.00	0.00%
Commercial Cannabis Renewal	\$14,960.00		(\$14,960.00)	-100.00%	\$0.00	0.00%
Parking Permits	\$12,411.09	\$9,518.00	(\$2,893.09)	-23.31%	\$90,000.00	10.58%
Apartment License	\$385.00	\$201.25	(\$183.75)	-47.73%	\$20,000.00	1.01%
Business License	\$6,636.88	\$9,288.00	\$2,651.12	39.95%	\$190,000.00	4.89%
Vehicle License Fee - LA County			\$0.00	0.00%	\$3,173,048.00	0.00%
Licenses and Permits Totals	\$120,377.90	\$116,042.11	(\$4,335.79)	-3.60%	\$3,802,648.00	3.05%

GENERAL FUND

CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.

Charges for Services:

Rubbish Assessment			\$0.00	0.00%	\$15,000.00	0.00%
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	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2021-22	H - % of FY 2021- 2022 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Plan Check Fees	\$12,153.41	\$16,708.89	\$4,555.48	37.48%	\$45,000.00	37.13%
Rents & Concessions	\$7,938.00	\$7,938.00	\$0.00	0.00%	\$24,000.00	33.08%
Charges for Services Totals	\$20,091.41	\$24,646.89	\$4,555.48	22.67%	\$84,000.00	29.34%

GENERAL FUND FINES AND FORFEITURES: Penalties imposed by the City in the form of money or goods for a violation of an ordinance, law, regulation or rule.						
Fines and Forfeitures:						
Penalties: Apt & Bus License	\$1,383.85	\$430.50	(\$953.35)	-68.89%	\$2,500.00	17.22%
SEMC: Court Collections (DMV)	\$20,300.44	\$24,153.42	\$3,852.98	0.00%	\$100,000.00	24.15%
Administrative Citations	\$4,900.00	\$1,100.00	(\$3,800.00)	-77.55%	\$15,000.00	7.33%
Parking Fines	\$12,748.50	\$15,241.04	\$2,492.54	19.55%	\$150,000.00	10.16%
Fines and Forfeitures Totals	\$39,332.79	\$40,924.96	\$1,592.17	4.05%	\$267,500.00	15.30%

GENERAL FUND LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.						
Leases and Concessions:						
Leased Property Rental Income	\$14,859.88	\$14,336.34	(\$523.54)	-3.52%	\$39,345.00	36.44%
Leases and Concessions Totals	\$14,859.88	\$14,336.34	(\$523.54)	-3.52%	\$39,345.00	36.44%

GENERAL FUND MISCELLANEOUS: A General Fund revenue not covered in another revenue category.						
Miscellaneous:						
Good Corporate Citizen Program			\$0.00	0.00%	\$40,000.00	0.00%
Interest Income	\$12,435.19	\$3,370.74	(\$9,064.45)	-72.89%	\$16,500.00	20.43%
Miscellaneous Revenue	\$35,203.03	\$28,165.23	(\$7,037.80)	-19.99%	\$17,000.00	165.68%
CARES Act Reimbursement	\$344,534.00		(\$344,534.00)	-100.00%	\$0.00	0.00%
Other (Recycle + ABx1 Reimbursement)			\$0.00	0.00%	\$0.00	0.00%
Miscellaneous Revenue Totals	\$392,172.22	\$31,535.97	(\$360,636.25)	-91.96%	\$73,500.00	42.91%

GENERAL FUND RETIREE PENSION LEVY: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).						
Retiree Pension Levy:						
Retiree Pension Levy	\$415,217.46	\$450,752.12	\$35,534.66	8.56%	\$1,158,911.00	38.89%
Retiree Pension Levy Totals	\$415,217.46	\$450,752.12	\$35,534.66	8.56%	\$1,158,911.00	38.89%

General Fund Revenue Totals	\$3,114,340.06	\$2,288,821.44	(\$825,518.62)	-26.51%	\$12,865,288.00	17.79%
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SPECIAL REVENUE FUND SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.						
Gas Tax	\$227,875.79	\$192,229.56	(\$35,646.23)	-15.64%	\$672,770.00	28.57%
Transportation Development Act (TDA)			\$0.00	0.00%	\$20,448.00	0.00%
Bikeway						

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2021-22	H - % of FY 2021- 2022 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Proposition A	\$189,819.35	\$234,622.19	\$44,802.84	23.60%	\$563,507.00	41.64%
Proposition C	\$157,448.39	\$194,616.31	\$37,167.92	23.61%	\$467,414.00	41.64%
Measure R	\$118,039.96	\$145,868.57	\$27,828.61	23.58%	\$350,561.00	41.61%
Measure M	\$134,386.05	\$164,919.71	\$30,533.66	22.72%	\$397,302.00	41.51%
Senate Bill 1 (SB 1)	\$89,352.48	\$98,938.13	\$9,585.65	10.73%	\$536,044.00	18.46%
Community Development Block Grant (CDBG)		\$30,356.00	\$30,356.00	0.00%	\$718,020.00	4.23%
Air Quality Management District (AQMD) Grant			\$0.00	0.00%	\$36,375.00	0.00%
Supplemental Law Enforcement Services Fund (SLESF) Grant	\$77,396.25	\$74,262.08	(\$3,134.17)	-4.05%	\$155,000.00	47.91%
Measure A			\$0.00	0.00%	\$353,000.00	0.00%
Lighting & Landscaping			\$0.00	0.00%	\$189,000.00	0.00%
Successor Agency Trust Fund - City of Maywood serves as the Successor Agency to the Maywood Redevelopment Agency	\$862,558.00	\$915,345.00	\$52,787.00	6.12%	\$1,226,567.00	74.63%
Sewer Fund	\$544.00		(\$544.00)	-100.00%	\$299,000.00	0.00%
Grant/Reimb (Fed/State/County)			\$0.00	0.00%	\$531,000.00	0.00%
Local Fiscal Recovery Fund		\$3,226,257.00	\$3,226,257.00	0.00%	\$0.00	0.00%
Special Revenue Totals	\$1,857,420.27	\$5,277,414.55	\$3,419,994.28	184.13%	\$6,516,008.00	80.99%
Total Revenues	\$4,971,760.33	\$7,566,235.99	\$2,594,475.66	52.18%	\$19,381,296.00	39.04%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: November 10, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: AWARD PROFESSIONAL SERVICES AGREEMENT TO HUNSAKER & ASSOCIATES IRVINE, INC. FOR THE ENGINEERING AND DESIGN SERVICES FOR SEWER IMPROVEMENTS ON 52ND STREET BETWEEN FISHBURN AVENUE AND 52ND PLACE AND 52ND PLACE BETWEEN 52ND STREET AND CUDAHY AVENUE PROJECT

RECOMMENDATION:

It is recommended that the City Council: (a) Award a Professional Services Agreement to Hunsaker & Associates Irvine, Inc. for Engineering and Design Services for Sewer Improvements on 52ND Street Between Fishburn Avenue and 52ND Place and 52ND Place Between 52 Street and Cudahy Avenue Project for \$59,995; (b) Authorize the Mayor to execute the Agreement in a form approved by the City Attorney; (c) Authorize the City Manager to approve any amendments to the Agreement to facilitate the scope of work as deemed necessary including but not limited to amendments related to change orders up to the amount set forth in Section 3-4.08.

BACKGROUND:

In 2018 the City retained professional services of Psomas Consulting to study the City's sewer system during dry and wet weather for determining sewer improvements. The study revealed and recommended several City sewer mains being in need of upgrade and/or replacement. One of the recommended improvements involves the replacement of an approximately 1,415 feet of existing 8-inch to 10-inch sewer main on 52nd Street Between Fishburn Avenue and 52 Place and 52 Place between 52nd Street and Cudahy Avenue.

DISCUSSION:

On August 25, 2021, the City Council authorized the release of a Request for Proposal (RFP) to seek a professional Engineering Consultant to prepare design plans, specifications and engineers estimate for the 52nd Street/ 52 Place sewer improvement project. On August 26, staff issued the RFP.

On September 23, staff received proposals from three consulting firms: Hunsaker & Associates, Irvine, Inc., Onward Engineering and SA Associates. The staff reviewed the three proposals and based on selection criteria including, but not limited to; quality and completeness of proposal, qualifications and experience of the proposer including experience and qualifications of key personnel and staff, similar experience and expertise in similar type of work with the City or other public agencies, demonstrated understanding of the scope of requested services and cost of providing the service. While all three proposals met the criteria, Hunsaker &

Associates, Irvine, Inc. ranked the highest.

It is recommended that City Council award a professional services agreement to Hunsaker & Associates, Irvine, Inc.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Agreement

FISCAL IMPACT:

There will be no impact to the General Fund. This project is included in the approved 2021/2022 Fiscal Year Capital Improvement Program and will be funded from Sewer Assessment proceeds.

F.Y. 21-22 Impact: \$59,995	Current F.Y. Budget: \$364,869
Fund Impacted: Sewer	Budget adjustment requested: None
Source of funds: Sewer Fund - Property Tax Assessments	Updated Account Budget: \$364,869
Account Number: 35-6000-02000-6105	For fiscal year: 21-22

ATTACHMENT(S)

1. Agreement with Hunsaker & Associates, Irvine, Inc.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated November 10, 2021 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and HUNSAKER & ASSOCIATES IRVINE, INC. ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to perform Professional Services for the Preparation of PS&E (Plans, Specifications, and Estimates) for 52nd Street /52nd Place Sewer Improvements.

B. Consultant 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 Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

Scope of Services. Consultant shall perform the Services described in the Scope of Work (the "Services") included in the Proposal, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Mohammed Rowther (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

Standard of Performance. Consultant 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.

Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works”, Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through August 11, 2022, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. Compensation.

Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, fifty-nine thousand nine hundred ninety-five dollars (\$59,995.00), as more particularly described in **Exhibit B** (“Compensation”). Said Compensation shall constitute reimbursement of Consultant’s fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$59,995.00, which includes expenses and services included the Consultant Proposal (Exhibit A) during the term of this Agreement (“Maximum Compensation”).

Expenses. The City will not reimburse Consultant for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in **Exhibit B**.

Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if

applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor.

A. Consultant is an independent contractor and not an employee of the City. All work or other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such Services, including, without limitation, a City of Maywood business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

B. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of

City and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

C. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, 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. This duty of indemnification is in addition to Consultant's duty

to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

6. PERS Compliance and Indemnification

A. General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify and hold harmless City, and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from (i) any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 6; or (ii) in the event that Consultant or any employee, agent or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction and/or by PERS to be eligible for enrollment in PERS as an employee of the City. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

7. Information and Documents.

Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subconsultants shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of

deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Consultant and its officers, employees, associates and subconsultants, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Indemnification, Hold Harmless, and Duty to Defend.

Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants,

attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

Other Indemnities.

i. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, except for Claims arising from the negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

ii. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and 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. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may 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 subparagraph B.2).

iii. Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any

other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, except for Claims arising from the negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

Workers' Compensation Acts not Limiting. Consultant's obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

a. Survival of Terms. The indemnification in this Section shall survive the expiration or termination of this Agreement.

10. Insurance.

Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under

this Agreement, Consultant shall provide insurance in the amount required by California law.

Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

☐ If this box is checked, Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced

in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

SubConsultant Insurance Requirements. Consultant shall require each of its subconsultants that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

11. Mutual Cooperation.

City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such

information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

13. Termination of Agreement.

Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least ten calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

15. Default.

Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

In addition to the right to terminate pursuant to Section 13, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default.

Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

16. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Consultant:
Att: Doug Staley, President
HUNSAKER & ASSOCIATES IRVINE, INC.
3 Hughes
Irvine, CA 92618

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

22. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

23. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

24. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

25. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive

statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

26. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

27. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

28. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

29. Business Days. “Business days” means days Maywood City Hall is open for business.

30. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Maywood.

31. Attorneys’ Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

32. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

33. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

34. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Maywood,
a California municipal corporation

Consultant:

HUNSAKER & ASSOCIATES IRVINE, INC.

By: _____
Ricardo Lara
Mayor of the City of Maywood

By: *Douglas Staley*
Name: DOUGLAS STALEY Title: _____
PRESIDENT
10/28/21

ATTEST:

By: _____
Flor Aguiluz, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

PROPOSAL

Prepared For:



CITY OF
MAYWOOD
CALIFORNIA

City of Maywood
City Clerk's Office

Attn: Jennifer Vasquez, City Manager

4319 E. Slauson Avenue
Maywood, CA 90270

Prepared By:



HUNSAKER & ASSOCIATES IRVINE, INC.

3 Hughes, Irvine, CA 92618

Contact Info:

Mr. Doug Staley, PE

949.583.1010 | dougstaley@hunsaker.com

PROPOSAL

To Provide Engineering Services to Prepare PS&E (Plans, Specifications and Estimates) for 52nd Street Sewer Improvements



Proposal Date: September 23, 2021

A-1



PROPOSAL

To Provide Engineering Services to Prepare PS&E (Plans, Specifications and Estimates) for 52nd Street Sewer Improvements

SECTION 1

Cover Letter



Proposal Date: September 23, 2021



HUNSAKER & ASSOCIATES IRVINE, INC.

PLANNING
ENGINEERING
SURVEYING
GOVERNMENT RELATIONS

IRVINE
LOS ANGELES
PALM DESERT
RIVERSIDE
SAN DIEGO

September 23, 2021

Ms. Jennifer Vasquez, City Manager
CITY OF MAYWOOD
City Clerk's Office
4319 E. Slauson Avenue
Maywood, CA 90270

KEY FACTORS

- Past success on multiple sewer replacement projects
- Highly capable PM with 38 years of experience and City knowledge
- Responsive with maximum depth of available resources
- Firm has over 44 years serving clients with engineering services
- Same subconsultants on team that was successful in the past

Subject: **Engineering Design Services for 52nd Street Sewer Improvements Project**

Dear Ms. Vasquez:

Hunsaker & Associates Irvine, Inc. (H&A) is pleased to submit our proposal to provide engineering design services for the 52nd Street Sewer Improvements Project.

Our proposal has been prepared in full conformance with the format outline in the City's Request for Proposal (RFP), dated August 26, 2021, for the subject project. We have also reviewed and Sample Contract included in the RFP. We do have some minor comments related to "tightening the language" (phase from our legal counsel) that we believe can be resolved during contract negotiations.

Our Cost Proposal will remain valid for 90 days from the date of this submittal.

The primary representative for H&A is Mohammed Rowther, PE who is our designated project manager with his contact information below.

We greatly appreciate the opportunity to submit this proposal for your consideration. We are looking forward to committing our resources in being of service to the City and working with you on this very important project. Should you have any questions, please do not hesitate to contact me at 949-458-5484 (direct), 714-206-6986 (mobile), or our project manager via email at mrowther@hunsaker.com.

Very truly yours,

HUNSAKER & ASSOCIATES IRVINE, INC.


Doug Staley, PE
President


Mohammed Rowther, PE
Director of Public Works Design

(f:\c\p\p\p\p\COMW 01P-mr.docx)

FOUNDING PARTNERS:

RICHARD HUNSAKER
TOM R. MCGANNON
JOHN A. MICHLER
DOUGLAS G. SNYDER

Three Hughes
Irvine, California
92618-2021
(949) 583-1010 PH
(949) 583-0759 FX
www.hunsaker.com



PROPOSAL

To Provide Engineering Services to Prepare PS&E (Plans, Specifications and Estimates) for 52nd Street Sewer Improvements

SECTION 2

Table of Contents



Proposal Date: September 23, 2021



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	▪ <i>Relevant Experience</i>
	▪ <i>References</i>
	▪ <i>Qualifications of Personnel</i>
	▪ <i>Organization Chart</i>
	▪ <i>Required Licenses</i>
Section 4	Approach to Scope of Services
	▪ <i>Project Understanding</i>
	▪ <i>Project Approach</i>
	▪ <i>Scope of Work</i>
	▪ <i>Design Schedule</i>
Section 5	Cost Proposal

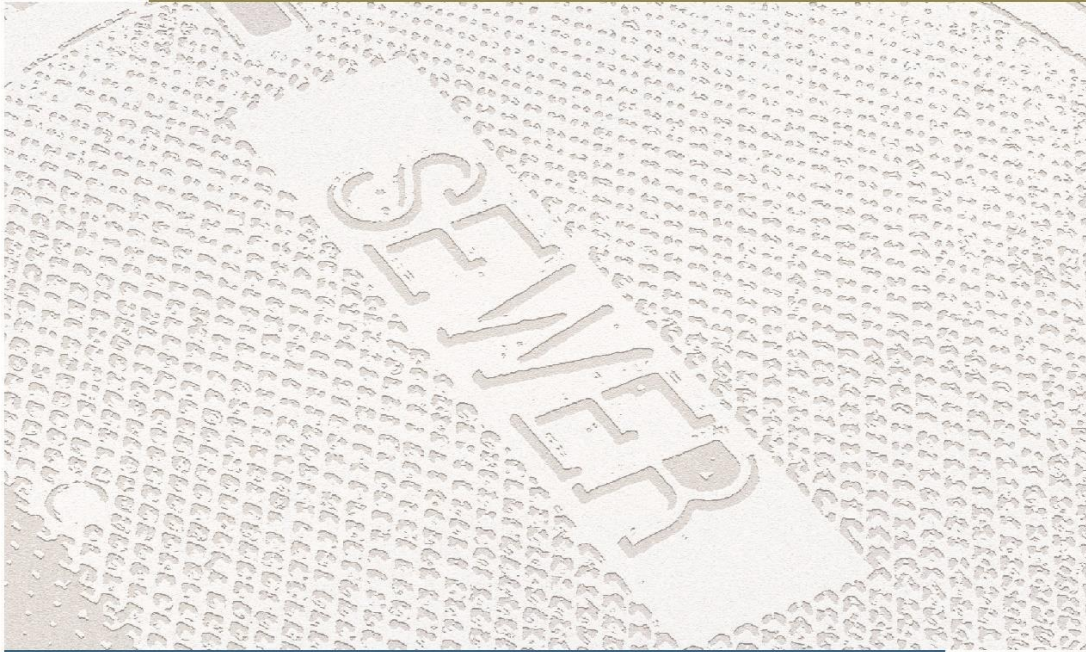


PROPOSAL

To Provide Engineering Services to Prepare PS&E (Plans, Specifications and Estimates) for 52nd Street Sewer Improvements

SECTION 3

Experience and Qualifications



Proposal Date: September 23, 2021



SECTION 3 EXPERIENCE AND QUALIFICATIONS

FIRM OVERVIEW

Hunsaker & Associates, Inc. (Prime Consultant)

Hunsaker & Associates (H&A) has a core of very capable individuals and subconsultants that are ready to serve the City of Maywood on this sewer replacement projects. H&A was established in 1976 and is a California Corporation. Our company is a full-service civil engineering firm with offices in Irvine, Riverside, Los Angeles and San Diego. H&A has a staff of over 300 professional engineers, planners, surveyors, technical personnel and administrative staff. *The City will benefit from our extensive resources supporting our ability to meet project goals.*

H&A has designed wastewater infrastructure improvements for both public and private sector clients in Southern California for over 44 years. We provide complete design services for public works improvements to numerous local agencies. From our recent and ongoing experience in providing design services for the City of Alhambra's Utilities Department (City), we have learned lessons that will enable us to provide the City of Maywood outstanding services for the development of cost-effective solution in an efficient and timely manner, and in meeting and/or exceeding City's goals for this project. We have demonstrated our effective teamwork and communication skills to the City of Alhambra on past sewer replacement projects so you can be confident in our commitment to be a strong partner to the City of Maywood for this project.

Boudreau Pipeline Corporation (Potholing)

Boudreau Pipeline's Subsurface Utility Engineering (SUE) process can provide your project team with a clear understanding of the challenges and opportunities that lie beneath your project site. The reliable information can help contractors and designers plan their subsurface projects right the first time and create a safe working environment for field workers. Benefiting from our 50 plus years of experience in the SUE industry, a range of methods are utilized to get the results you need. The SUE task requires coordination with engineers, utility operators, contract locators and state and local agencies.

POTENTIAL SUBCONSULTANTS

The RFP and addendum make it clear that the city prefers a basic scope of services for this project and H&A has prepared our proposal to fit those requirements. However, we want to suggest that the city consider some additional services that will improve (reduce) the construction bids received and reduce risks of the city incurring construction change orders that will delay and likely increase the project cost.

Geotechnical Investigation would determine the characteristics of the existing soils (whether they can be reused for trench backfill), lateral earth pressure (to provide loading for shoring design) and depth to groundwater (maybe dewatering is needed). The Los Angeles River is less than 800 feet from the project site and has a depth of only 20 feet in that location. Based on USGS data, the project site is lower than the top of the riverbank and the depth of excavation including pipe bedding will be approximately 10 feet. A contractor would need to make assumptions about these factors and they would be conservative and costly.

Initial Site Assessment for the possible presence of hazardous waste would reduce the risk of encountering trouble during construction causing health and safety concerns in addition to delay and added cost. There is an oil facility at the intersection of 52nd Street and 52nd Place and along Fruitland Avenue (200 feet from the project area) are a meat packing operation (ammonia for refrigeration?), a garment maker (clothing dyes?), electrical component manufacturer (builds



transformers – past PCBs?), marine products firm (anti-fouling paint?) and a facility owned by Pacific Coast Chemicals (containing ??). An ISA is a search of public data bases of hazardous water spills, leaks and generators within a ½ mile radius to identify reported issues so it provides some assurance of the present conditions at the site.

CCTV Inspection would determine the location and size of existing laterals (not known due to lack of as-builts) and visual clues about the structural condition of the existing pipeline. The inspection may also uncover sources of infiltration and illegal inflow that explain the high flow monitoring results. This data would enable the contractor to plan his work to effectively protect key locations and avoid spillage from damaged pipelines with the related delay and cost.

Geo-Advantec, Inc. (Geotechnical Investigation and Initial Site Assessment)

Geo-Advantec (GAI) provides a full range of responsive and quality geotechnical engineering, materials testing, and inspection services for all phases of projects from conceptual design through construction. Our philosophy is to provide the highest quality services to clients. Therefore, we have assembled a team of highly experienced and specialized engineers and geologists who have worked on a variety of projects nationwide and worldwide. Our diverse team possesses decades of practical experience, knowledge of the most recent engineering methods and unparalleled expertise in various disciplines. We assure the highest level of practice standards to maintain our clients' trust through providing accurate analyses and informed recommendations.

National Plant Services, Inc. (CCTV Inspection)

National Plant Services (NPS) specializes in the inspection and planned maintenance of sewer pipes and water mains, giving owners the knowledge and data needed to prevent backups and breaks. They have a long track record of success providing the expertise, equipment, technology and training to quickly, safely and reliably take on any infrastructure challenge.

RELEVANT EXPERIENCE

The H&A team has recent experience in successfully completing six similar sewer replacement projects for the nearby City of Alhambra, and those assignments best demonstrates our relevant experience and assures the City of Maywood of our proven capabilities. These projects include:

- **Sixth Street Sewer Main Replacement Project**
City of Alhambra Project No. N2M21-66
Design: Completion: June 7, 2121
Construction: Presently starting)
- **Valley Boulevard Sewer Main Replacement Project – From Eight Street to Marguerita Avenue**
City of Alhambra Project No. N2M21-2
Design: Completion: January 11, 2121
Construction Completion: August 2021
- **Marguerita Avenue and Almensor Street Sewer Replacement Project**
City of Alhambra Project No. N2M20-94
Design Completion: June 6, 2020
Construction Completion: February 2021



- **Glendon Way Sewer Replacement Project**
City of Alhambra Project No. N2M17-149
Design Completion: February 12, 2018
Construction Completion: February 2019
- **Valley Boulevard Sewer Main Replacement Project – Phase II**
City of Alhambra Project No. N2M17-5
Design Completion: January 17, 2017
Construction Completion: October 2017
- **Valley Boulevard and Almanson Street Sewer Main Replacement Project**
City of Alhambra Project No. N2M14-144
Design Completion: February 20, 2015
Construction Completion: November 2016

The H&A team has design numerous sewer projects in the past several years for a wide variety of agencies in Southern California. On the next page is a Project data Table providing summaries for some of these projects.



PROJECT DATA MATRIX			
PROJECT INFORMATION			Page 1 of 2
Project Name	Description of Project	Reference	Completion Date
Sterling Avenue and Marshall Boulevard Sewer Project San Bernardino, CA	- Engineering and surveying services for the design and construction of approximately 8,200 LF of 15-inch and 12-inch VCP sewer main to replace the existing 10-inch and 8-inch sewer in Sterling Avenue and Marshall Boulevard for East Valley Water District in the City and County of San Bernardino. - Project was coordinated with design and construction of 4-inch High Pressure Gas Main for Southern California Gas Company, and two 66 kV underground duct banks for Southern California Edison, as a part of Off-site Infrastructure Improvements for the expansion of San Manuel Indian Casino and Parking Structure. - Coordination with City of San Bernardino, San Bernardino County Flood Control District, and San Bernardino County Road Department	East Valley Water District Jason D. Wolf, Associate Engineer (909) 888-8986 San Manuel Band of Mission Indians Marios Ignelis, Director of Project Management and Planning Dept. (909)425-3590, Ext. 104331	Design Completion: 12/6/2019 Construction Completion: 7/17/2020
Marguerita Avenue Sewer Replacement (Marguerita Ave., Valley Blvd., Almansor, St.) Alhambra, CA	- Design of 3,000 feet of trunk sewer pipeline - Developed construction staging and traffic control - Managed geotechnical and potholing firms on team - Coordination with multiple utilities, LA Sanitation District and LACDPW drainage	City of Alhambra Utilities Department 111 South First Street Alhambra, CA 91801 Dennis Ahlen, General Manager (626) 570-3274	On-going
Glendon Way (5th Street, Norwood Place, Garfield Avenue) Sewer Replacement Alhambra, CA	- Design of 3,900 feet of trunk sewer pipeline - Managed geotechnical and potholing firms on team - Developed construction staging and traffic control - Coordination with multiple utilities and LA Sanitation District and LACDPW drainage	City of Alhambra Utilities Department 111 South First Street Alhambra, CA 91801 Dennis Ahlen, General Manager (626) 570-3274	2018
Valley Boulevard – Garfield Avenue to 8th Street Sewer Replacement Alhambra, CA	- Design of 2,700 feet of trunk sewer pipeline - Developed construction staging and traffic control - Managed geotechnical and potholing firms on team - Coordination with multiple utilities and LACDPW drainage	City of Alhambra Utilities Department 111 South First Street Alhambra, CA 91801 Dennis Ahlen, General Manager (626) 570-3274	2018
Valley Boulevard and Almansor Street Sewer Replacement Alhambra, CA	- Design of 3,300 feet of trunk sewer pipeline - Managed geotechnical and potholing firms on team - Developed construction staging and traffic control - Coordination with multiple utilities and LA Sanitation District and LACDPW drainage	City of Alhambra Utilities Department 111 South First Street Alhambra, CA 91801 Dennis Ahlen, General Manager (626) 570-3274	2015



PROJECT DATA MATRIX			
PROJECT INFORMATION			Page 2 of 2
Project Name	Description of Project	Reference	Completion Date
Lincoln Avenue (Valley View to Holder) Sewer Replacement Buena Park, CA	- Design of 2,800 feet of trunk sewer pipeline - Developed construction staging and traffic control - Managed geotechnical and potholing firms on team - Installed by micro-tunneling due to high groundwater and utilities	City of Buena Park Public Works/Engineering 6650 Beach Boulevard Buena Park, CA 90622 Nabil Henein, PE, Assistant City Manager (714) 562-3685	2010
Euclid Street and Lampson Avenue Sewer Improvements Garden Grove, CA	- Design of 2,700 feet of trunk sewer pipeline - Developed construction staging and traffic control - Coordination with multiple utilities and OC San. District - Managed geotechnical and potholing firms on team	City of Garden Grove Public Works Department 13802 Newhope Street Garden Grove, CA 92843 Samuel Kim, PE, Water Services Division Manager (714) 741-5534	2013
IRWD System Extension in Alton Parkway Lake Forest, CA	- Design of domestic water, reclaimed water and sanitary sewer facilities - Coordinated with design of closure of gap in street - Critical links in IRWD systems - Design topographic survey and construction staking	Irvine Ranch Water District 15600 Sand Canyon Ave. Irvine, CA 92719 Malcolm Cortez (949) 453-5854	2013
Whitewood Neighborhood Sewer Murrieta, CA	- Design of 2,100 feet of sewer pipeline in using jack and bore - Developed construction staging and traffic control - Coordination with multiple utilities, Caltrans and others - Managed geotechnical and potholing firms on team	Eastern Municipal Water District 2270 Trumble Road Perris, CA 92570 Armando G. Arroyo, PE (951) 928-3777 Ext. 4313	2013

REFERENCES

H&A has provided references for all of our projects listed in the Project Data Table above.

QUALIFICATIONS OF PERSONNEL

The H&A team has an extensive staff of capable individuals and subconsultants that have worked together for years doing highly successful sewer replacement projects for the nearby City of Alhambra and we are proving that same team of experts to the City of Maywood for this assignment. To meet the page limitation from the RFP, we have compiled a Staff Qualifications Matrix that summarizes the qualifications of the individuals designated for this project. This includes project role, years of experience, education and licenses held by each individual. We have provided an extensive resume for the project manager on the following page.



STAFF QUALIFICATIONS MATRIX							
Name	Firm	Project Role	Years of Experience	Education			Registration
				BS	MS	Other	
Mohammed Rowther	Hunsaker & Associates	Project Manager	41	1980-Civil Cal Poly Pomona	1982-Structural Cal Poly Pomona		PE
Fred Graylee	Hunsaker & Associates	Principal	39	1981-Civil Texas A&M			PE
Richard Norton	Hunsaker & Associates	QA/QC Manager	45	1975-Civil Worcester Poly	1977-Civil Northeastern Univ.	1985-MS-Mgmt. M.I.T.	PE
John Gass	Hunsaker & Associates	Pipeline Design Engineer	20	2001-Civil Northern Arizona			PE
David Francke	Hunsaker & Associates	Pipeline Design Engineer	34	1985-Civil Cal Poly SLO			PE
Katie O'Connor	Hunsaker & Associates	Pipeline Design Engineer	23	1997-Civil Cal Poly			PE
Ed Gomez	Hunsaker & Associates	Pipeline Design Engineer	41	1980-Civil UCI			PE
Jason Kinnie	Hunsaker & Associates	Survey and Mapping	35			Surveying Tech Class	PLS
Robert Wheeler	Hunsaker & Associates	Survey and Mapping	26	2008-Civil Cal Poly		Surveying Tech Class	PLS, EIT
Sepideh Bastani	Hunsaker & Associates	Street Improvements Engineer	19	2002-Civil Iran University of Science and Technology			PE
Brian Sauter	Hunsaker & Associates	Street Improvements Engineer	21	1999-Civil University of Montana			PE
Markus Klein	Hunsaker & Associates	Street Improvements Engineer	31	1995-Geology Cal Poly			EIT
Available Staff	Boudreau Pipeline Corporation	Potholing	50+	Available Potholing Staff: all have similar experience and capabilities			

LEGEND
 Hunsaker & Associates Irvine, Inc.
 Subconsultant Required

HUNSAKER & ASSOCIATES IRVINE, INC.



Mohammed Rowther, PE

Project Manager

Credentials:

BS, California State Polytechnic University, 1980, Civil Engineering
MS, California State Polytechnic University, 1982, Structural Engineering
Registered Civil Engineer, California, #37127 Received Date 1983, Expiration Date 06/30/2022

Professional Experience:

Mohammed has over 40 years of experience in analyzing, planning, designing, managing and constructing regional infrastructure projects throughout Southern California. He has managed Caltrans and APWA Award Winning projects, and has an excellent record of performance on fast-tracked schedules, obtaining permits, and coordinating projects through multi-agency approval processes. He has served as Project Manager and Project Engineer for over 40 major pipeline design projects.

KEY FACTORS

- 40 years of experience and PE registration
- Recent experience in successful sewer design projects for Alhambra
- Experienced in coordination with LACSD and LACFCD
- Experienced in fast-track design and construction of pipeline and roadway improvement projects

Key Projects:

Sterling Avenue – Marshall Boulevard Sewer Improvement Project for East Valley Water District: Project Manager for the design of approximately 8,200 linear feet of 15 and 12-inch diameter VCP sewer to replace existing sewers in Sterling Avenue and Marshall Boulevard in San Bernardino. Project was a part of Off-site Infrastructure Improvements for the expansion of San Manuel Indian Casino and Parking Structure.

Marguerita Avenue and Almansor Street Sewer Replacement Project for City of Alhambra: Project Manager for the design of approximately 1,800 linear feet of 12-inch diameter VCP sewer to replace an existing 8 and 10-inch sewer in the City of Alhambra. Project included processing approval for a new connection to LA County Sanitation Districts Almansor Street Trunk Sewer.

Glendon Way Sewer Replacement Project for City of Alhambra: Project Manager for the design and construction of approximately 3,800 LF of 30, 27 and 24-inch sewer mains to replace the existing sewers in Glendon Way, 5th Street, Norwood Place and Garfield Avenue.

Valley Boulevard – Phase 2 Sewer Replacement Project for City of Alhambra: Project Manager for the design of approximately 2,700 LF of 24 to 15 inch sewer main in Valley Boulevard from Garfield Avenue to 8th Street in the City of Alhambra. Project included crossings under an LA County Department of Public Works' RCB storm drain and an underground pedestrian crossing structure.

Valley Boulevard - Almansor Street Sewer Replacement Project for City of Alhambra: Project Manager for the design of approximately 3,300 linear feet of 30 and 36-inch diameter VCP sewer to replace an existing 24-inch sewer along Valley Boulevard and Almansor Avenue in the City of Alhambra. Project included processing approval to reconstruct Los Angeles County Sanitation District's manhole, and permit to modify Los Angeles County Department of Public Works' 54-inch storm drain.

Euclid Street – Lampson Avenue Sewer Improvements Project 7820 for Garden Grove Sanitary District: Project Manager for the design of approximately 2,700 linear feet of sewer replacement along Euclid Street, Lampson Avenue and Elmwood Street in the City of Garden Grove. Project scope included surveying and mapping; research and potholing of existing utilities; evaluation of alignments and preparation of pre-design report; geotechnical investigation; development of preliminary and final construction plans, specification and construction cost estimates, coordination with utility agencies; and processing of necessary permits. Project included design of new connection to Orange County Sanitation District's Euclid Trunk Sewer.

HUNSAKER & ASSOCIATES IRVINE, INC.



Infrastructure Facilities Design for San Manuel Band of Mission Indians: Project Manager responsible for civil design and surveying of numerous infrastructure project for San Manuel Indian Reservation, including sewers, storm drains, water transmission pipeline, streets, bridges, traffic signals, flood control basins and channels, electrical substation, booster pumping station, water reservoir, and dry utilities including electric, gas, and fiber optic ducts and structures.

Eastern Trunk Sewer, RP-1/RP-5 By-Pass for Inland Empire Utilities Agency and City of Ontario: Project Manager for the design of approximately 37,300 LF of 54 to 10 diameter trunk sewer through the cities of Ontario and Chino, connecting to Inland Empire Utilities Agency's (IEUA's) Kimball Avenue Interceptor Sewer. This \$20+ million joint-agency project was designed to service Ontario's Eastern New Model Colony, and additionally have the capacity to by-pass effluent from various processes at IEUA's Reclamation Plant No. 1 (RP-1) to Reclamation Plant No. 5 (RP-5). The project included a detailed Sewer Study to establish alignment, design of two siphons under the Corp of Engineers' Cucamonga Creek Channel, installation of flow measuring and warning systems to monitor by-passed flows, design of flow diversion box and modifications to facility piping at RP-1 Plant, and the elimination of four City of Ontario's sewer lift stations. Project involved extensive multi-agency coordination and approvals, permitting; acquisition of 11 easements, coordination with local property and business (diary) owners, and preparation of final construction documents in three bid packages in order to meet IEUA's expeditious construction schedule of 9 months.

Phillips Boulevard Trunk Sewer for City of Pomona: Project Manager/Project Engineer responsible for the design and construction of approximately 11,000 feet of 42" VCP and T-Lock Lined RCP trunk sewer, delivering 40 cfs to Los Angeles County Sanitation District's Humane Water Reclamation Plant in Pomona. In order meet the City's schedule constraints imposed on the project due to funding requirements, this \$4-million-dollar project was fast-tracked to completion of final design, processing of required approvals and permits, and award of construction contract, within a nine-week timeframe. The project was coordinated and processed through Los Angeles County Sanitation District, Los Angeles County Department of Public Works and Caltrans District 7. It included three inverted sewer siphons with and a 180-foot-long jacked sewer and airline crossing under Caltrans' State Route 71.

Center Trunk Sewer for City of Redlands: Project Manager/Project Engineer responsible for the preparation of Alignment Study, and final PS&E for Center Trunk Sewer. Project involved the design of 11,000 feet of 12 to 36-inch diameter replacement trunk sewer. Project involved construction through downtown district, railroad and freeway crossings, a pipe bridge crossing over San Bernardino County Flood Control District's San Timoteo Creek Channel. Contract drawing included detailed construction sequencing plans to maintain continuous service through construction.

Trunk Sewers in Baseline Avenue and Sierra Avenue for City of Fontana: Project Manager for the preparation of Sewer Study and design of approximately 8,200 linear feet of 8 to 18-inch VCP sewer mains Baseline Avenue and Sierra Avenue in the City of Fontana. Project included widening of existing streets, construction of regional storm drain facilities, under-grounding of power and communication lines, and acquisition of easements and rights-of-way from 30 parcels. The project was constructed in three phases, and each Bid Package included detailed sequencing to maintain uninterrupted services to the public.

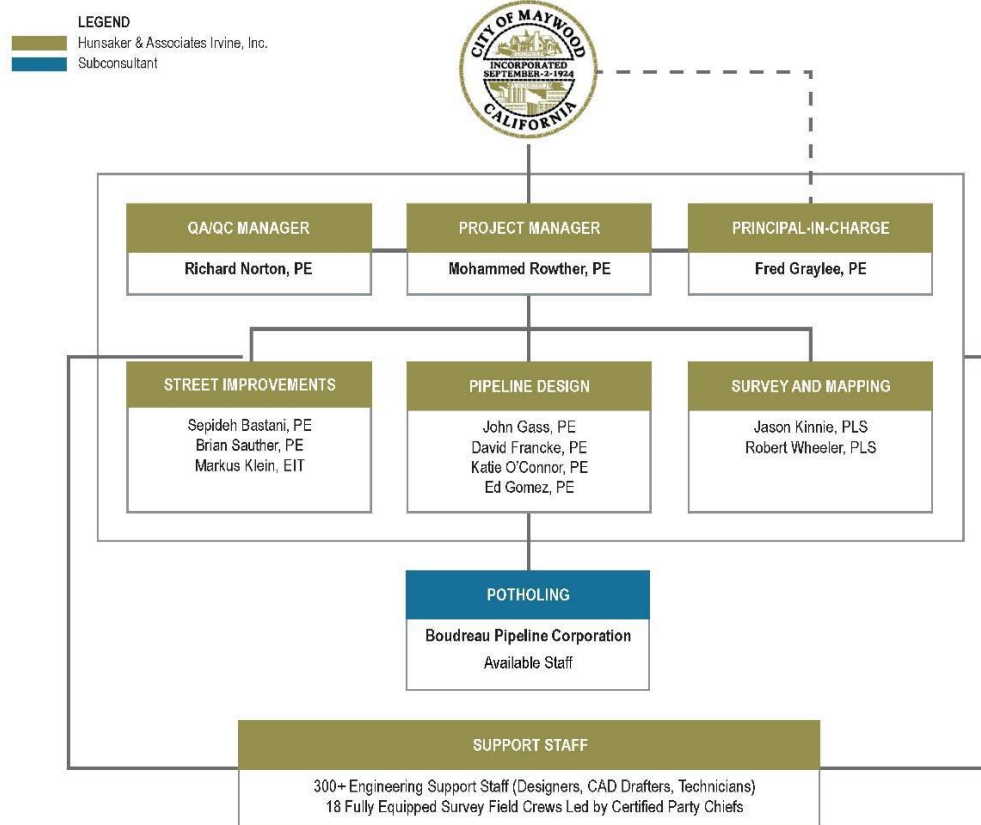
Earl Street/Maricopa Street Relief Sewer for City of Torrance: Project Manager responsible for the design and construction of approximately 1,300 linear feet of 12-inch relief sewer in Maricopa Street between a new hospital construction at Earl Street and County Sanitation District of Los Angeles trunk sewer in Anza Avenue, and the rehabilitation of 700 feet of existing 10-inch sewer in private property. Project included sewer alignment study, sewer design, permit processing, construction staking, management and inspection.

RP-1/RP-5 Bypass Analysis for Inland Empire Utilities Agency: Project Manager responsible for the development of conceptual design and cost evaluation of alternatives to bypass average daily flows of 18 MGD from IEUA's Reclamation Plant No. 1 in Ontario to Reclamation Plant No. 5 in Chino, utilizing City of Ontario's master planned trunk sewers for New Model Colony (Eastern Trunk Sewer and Western Trunk Sewer). Study report was incorporated as a Technical Memorandum in IEUA's Wastewater Facilities Master Plan.



ORGANIZATION CHART

The H&A team is organized in a very effective manner with clear lines of communication and responsibilities as shown in the following organization chart.



REQUIRED LICENSES

The Staff Qualifications Matrix lists all active California licenses held by each individual designated for this assignment.



PROPOSAL

To Provide Engineering Services to Prepare PS&E (Plans, Specifications and Estimates) for 52nd Street Sewer Improvements

SECTION 4

Approach to Scope of Services



Proposal Date: September 23, 2021



SECTION 4 APPROACH TO SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City of Maywood is seeking professional engineering services for the design and construction of sewer replacement for approximately 1,415 linear feet of 8-inch sewer to 10-inch sewer in 52nd Street from Fishburn Avenue to 52nd Place and then along 52nd Place to Cudahy Avenue. This is an older neighborhood of single-family homes and the street have 2 lanes for traffic and parking on both sides. This section of pipeline is approximately 100 years old and was determined by the City to be hydraulically deficient based on flow monitoring done in 2019. There are no as-built plans available so the location and size of laterals servicing adjacent properties is unknown. H&A has performed a Dig-Alert search of potential utility facilities within the project area as shown in the table below. We anticipate that some of these facilities have reached their expected life expectancy and may be in poor condition and exact locations unknown.

DIG-ALERT MEMBERS LISTED IN THE PROJECT AREA			
DIG-ALERT CODE	UTILITY OWNER	DIG-ALERT CODE	UTILITY OWNER
ATDSOUTH	AT&T Distribution	SCG3ZZ	SC Gas - Distribution
CWS02	California Water Service	UCHTRW_C1	Spectrum - Irwindale
MCISOCAL	MCI (Verizon Business)	UCHTRW_C2	Spectrum - Irwindale
MMW02DIST	Maywood Mutual Water Company	USCEMW	SCE Distribution - Metro West
MMW03DIST	Maywood Mutual Water Company	VER01	City of Vernon

During the preliminary design phase of the project, we will identify and evaluate available open corridors and alternative solutions, including in-trench replacement, to identify the most viable option. Evaluation will be based on clearances from existing waterlines, storm drains and other utilities, traffic impacts during construction, sewer lateral connections and maintenance of sewer services during construction. For the pavement, curb and gutter and sidewalks, we will only focus on the areas impacted by the actual sewer construction.

As with most pipeline construction projects, horizontal and vertical locations of existing underground utilities are going to be of special concern. The project team will make use of every opportunity to locate underground utilities from research and surveyed locations of visible surface features. This will be accomplished as follows:

- Provide a thorough utilities research by contacting all utility agencies that operate facilities in the area. Upon receiving information, plot on base map and evaluate if surveyed information corresponds with utility record maps.
- Cross reference all utility plans to account for location of other (non-subject) utilities, if available.
- Strategically identify utilities to be potholed especially where existing utilities can potentially be in conflict with alignment of the new sewer. Perform potholing to verify location and top and bottom elevations of existing utilities including waterlines, storm drains, electrical conduits, telephone conduits, cable and gas lines prior to Final Engineering phase of the project. Based on our preliminary review, we anticipate the need of approximately 10 potholes for this project.
- Perform a final check to see if all utility information collected has been incorporated into the base map and design plans.
- Submit milestone drawings to the listed utility agencies for review of the alignment and to check for conflicts with their infrastructure



PROJECT APPROACH

Design of the proposed project is relatively straightforward in the underlying technical concept. Our approach is based on the Scope of Work outlined in the City's RFP, which is incorporated herein by reference as an integral part of this proposal. Following is our proposed project approach to accomplish the work.

The project will comprise of three phases; i.e. Preliminary Design Phase, Final Design Phase, and Bidding and Construction Phase. Key elements involved in each of the phases are summarized below:

Preliminary Design Phase (30%)

The purpose of the Preliminary Design Phase is to develop and evaluate alternative alignments and construction methodologies best suited for the implementation of the proposed sewer replacement project; to recommend the most cost effective and viable solutions; and to develop sufficient design data so that upon review of the products from this phase all major features of the project can be "frozen". This eliminates later misunderstandings and facilitates production of the final design and construction documents.

Immediately upon receipt of the Notice to Proceed, we will schedule a kick-off meeting with the City to discuss key issues and details of the project, review scheduled milestone dates for submittals and meetings, and obtain pertinent project information. Immediately after the kick-off meeting, a comprehensive research of utility information will be initiated. Research would include direct data gathering as well as certified mailing of information request letters to all utility agencies operating facilities in the project area.

Design surveying to collect topographic and cross-sectional data will be initiated immediately. Field collected survey data will be translated to the CADD system for the development of the base-maps. All surface features within the street right-of-way, including street centerline, surface features of underground utilities and poles supporting aboveground utilities, and property line data will be incorporated into the base-map.

Available construction corridors and feasible alternatives of the construction of the proposed sewer mainline will be identified and evaluated based on potential utility and traffic impacts, public safety, local access, cost-effectiveness, constructability and other constraints. Preliminary alignment of the proposed sewer will be submitted to the City for review. Following City review and approval of the proposed sewer alignment, H&A will initiate the development of detail design and construction documents.

Final Design Phase (60%, 90% and 100%)

The final design phase will be devoted to the development of detailed design of the proposed sewer mainline and all appurtenant improvements, selecting standards and developing special details, preparing specification, calculating quantity and developing cost estimates. Close coordination will be maintained with the City and utility companies to discuss impacts, address their concerns and incorporate comments into the final bid documents.

All elements of design and drafting will be prepared in full conformance with City's criteria and standards. Milestone submittals for City Review will be made at 60, 90 and 100 percent complete levels.

Bidding and Construction Phase

After 100% completion of the Contract Documents this contract will be concluded.



SCOPE OF WORK

Key elements involved in each of the project tasks are as follows:

I – Meetings and Coordination	
Tasks	Deliverables
I-1 Project Kick-off Immediately upon receipt of Notice to Proceed, we will schedule a Project Kick-off Meeting between key members of the project team and the City staff. This meeting will be to initiate the project and discuss the following: • detailed scope and applicable criteria; • special project concerns and/or constraints; • schedule milestone dates for submittals • obtain pertinent project information, including ○ As-built drawings and Utility Maps. ○ Available sewer CCTV and/or flow metering data. ○ Projected design flow rates (average and peaks). ○ Update to Utility contact list, if any. ○ Any revisions to City's boiler-plate specifications, standards and/or drawing title block files.	• Meeting Agenda • Meeting Minutes
I-2 Progress / Coordination Meetings Monthly Progress Meetings will be held with the City to review and discuss the progress of work, schedule of milestone submittals and status of the project budget. Additional coordination meetings with the City, jurisdictional agencies and utility agencies will be conducted as needed.	• Project Status • Progress Schedule • Meeting Minutes
II-1 Utility Research Research and data collection would include records data gathering from all utilities and public agencies operating facilities in the vicinity of the proposed project. A complete utility research within the limits of the project will be conducted. All data gathered will be incorporated into the digital base-map and evaluated in conjunction with the field information to identify inconsistencies and missing information.	• Evidence of contact and received responses from utility companies.



II – Preliminary Design Phase	
Tasks	Deliverables
II-2 Surveying and Mapping Design surveying will be conducted under the directions of a Licensed Land Surveyor, based on benchmarks approved by the City. Surveying and mapping will extend to a minimum of 100 feet beyond the project limits and BCR/ECR at intersections. Field surveying will include street cross-sections (including sidewalks and parkways) at approximately 50-foot intervals, all surface features and utilities within street right-of-way, including water valves, gas valves, fire hydrants, electrical and telephone vaults, power poles, traffic signals, street lights, signs, bus stops, and sidewalk improvements, pavement striping and markings, utility marking by USA, sewer manholes, storm drain manholes and catch basins, etc. Rim elevations of all sewer and storm drain manholes will be surveyed and the inverts will be dipped to establish flow-line elevations at all manhole connections. II-3 Utility Verification and Potholing Horizontal and vertical locations of existing underground utilities that can potentially interfere with or be impacted by the proposed construction will be verified by potholing. A total of 10 potholes have been included in our proposal. Utility potholing will include top and bottom elevations of all sub-structures. Resulting pothole data will be accurately incorporated on the construction drawings, and utilized in the development and evaluation of the most viable solution for the project. II-4 Evaluation of Alternatives As soon as the utility data is incorporated into the topographic maps, we will prepare preliminary design of proposed pipeline along with all alternative alignments and options available. Schematic level design of available alternative alignments and recommendations for most viable alternative will be prepared and presented to the City for review and concurrence. This 30% level submittal will include the following: Review and summary of recommendations and criteria included in the City's Sewer Master Plan for the proposed project.	- Survey control and bench mark level notes - Topographic and Cross-section survey plots - Utility Pothole Data Sheets - Pre-Design Memo with Schematic (30% - Level) design of alternative alignments and options evaluated, along with summary of findings and recommendations.



Tasks	Deliverables
- Evaluation of alternative options, with recommendations of the most viable alignment of the proposed sewer, along with available clearances with existing waterlines, gas pipelines, storm drains and other utilities. - Evaluation of alternative options of sewer main construction including: 1) parallel construction with in-place abandonment of the existing sewer, 2) in-trench replacement along existing sewer alignment, and 3) a combination of the two options. - Construction sequencing and sewer by-pass requirements to maintain continuous service. - Preliminary d/D ratios and velocities in the proposed sewer for average and peak dry-weather flow conditions. - Summary of permit requirements, if needed.	
III – Detail Design Phase	
Tasks	Deliverables
Detail design of the proposed sewer will be developed based on the preliminary alignment agreed upon by the City. Preparation of construction plans, specifications and engineer's estimate (PS&E) will be in full conformance with City's standards and requirements. Final PSE will include pavement rehabilitation and restriping of half street within the limits of the proposed sewer construction. The Bid Documents will include the City's boiler-plate specifications, bid schedule, special provisions and technical specifications, complete and in full conformance with City requirements. All applicable Standard Plans and reference material will be included in the Appendix Section of the Bid Documents. Products of the Detail Design Phase will be submitted to the City at 60%, 90% and 100% (Final) completion levels. The construction drawings will include the following: A. Title Sheet1 sheet B. Notes, Typical Sections & Details.....1 sheet C. Sewer Plan and Profile..... 2 sheet D. Manholes Details.....1 sheet Total 5 Sheets	- Utility/Agency Correspondence 3 sets of PS&E at 60% and 90% complete levels - Original signed final (100% complete) drawings on Mylar and bond copy - Digital drawing files in AutoCAD format - Specifications- Signed and stamped unbound original, with one bound copy and digital files in Word format - Final Engineer's Estimate in hardcopy and Excel format



Tasks	Deliverables
The Final Engineering Phase of work will include the following: III-1 Utility/Agency Coordination Construction Drawings at 60%, 90% and 100% stages will be submitted to the utility companies with copies of all correspondence and transmittals letters carbon copied to the City. Comments provided by utility companies will be communicated to the City and incorporated into the final design, as applicable. III-2 Preliminary Design – 60% Submittal Preliminary Design Plans will include horizontal and vertical alignment of the proposed sewer main, utility crossings, connections to existing manholes and abandonment methods. The submittal package will be comprised of the following: • Completed Base Drawing with Street Data and Existing Utilities • Title Sheet including Vicinity Map, Location Map, & Index (Substantially Complete) • Notes and Typical Details (Substantially Complete) • Horizontal Alignment with Stationing & Control (Substantially Complete) • Preliminary Vertical Profile • Standard Details (Substantially Complete) • Preliminary Project Specific Details • Preliminary Annotations • Preliminary Engineer's Estimate • Evidence of Submittal of Plans to utility companies	
Tasks	Deliverables
III-3 Final Design – 90% Submittal Upon completion of City's review of the 60% Submittal, all City comments will be discussed and incorporated into the project design. The remainder of this phase will be to finalize the design, select standards, developing special details and preparing specifications and construction cost estimates. The 90% submittal will have completed horizontal and vertical alignments, construction notes, plan annotations and project details. The submittal package will be comprised of the following: • Completed Construction Drawings • Final Specifications • Final Engineer's Estimates • Evidence of Submittal of Plans to utility companies	



Tasks	Deliverables
III-4 Revised Final Design - 100% Submittal All comments received on the 90% submittal will be incorporated into the Revised Final Submittal of the construction plans, specifications and estimates.	



PROPOSED DESIGN SCHEDULE																
<i>Engineering Design Services for 52nd Street Sewer Improvements Project</i>																
TASKS	MONTHS															
	November				December				January				February		March	
Week Ending	11/5/21	11/12/21	11/19/21	11/26/21	12/3/21	12/10/21	12/17/21	12/24/21	12/31/21	1/7/22	1/14/22	1/21/22	1/28/22	2/4/22	2/11/22	2/18/22
Notice to Proceed - November 8, 2021		X														
<i>Meetings and Coordination</i>																
I-1 Project Kick-off Meeting		M														
I-2 Project Progress / Coordination Meetings							M				M			M		
<i>Preliminary Design Phase</i>																
II-1 Utility Research																
II-2 Surveying and Mapping																
II-3 Utility Verification and Potholing																
II-4 Evaluation of Alternatives - 35% Submittal																
City Review - 35% Plans																
<i>Detail Design Phase</i>																
III-1 Geotechnical Investigation																
III-2 Utility / Agency Coordination																
III-3 Preliminary Design - 60% Submittal																
City Review - 60% Submittal																
III-4 Final Design - 90% Submittal																
City Review - 90% Submittal																
III-5 Revised Final Design - 100% Submittal																

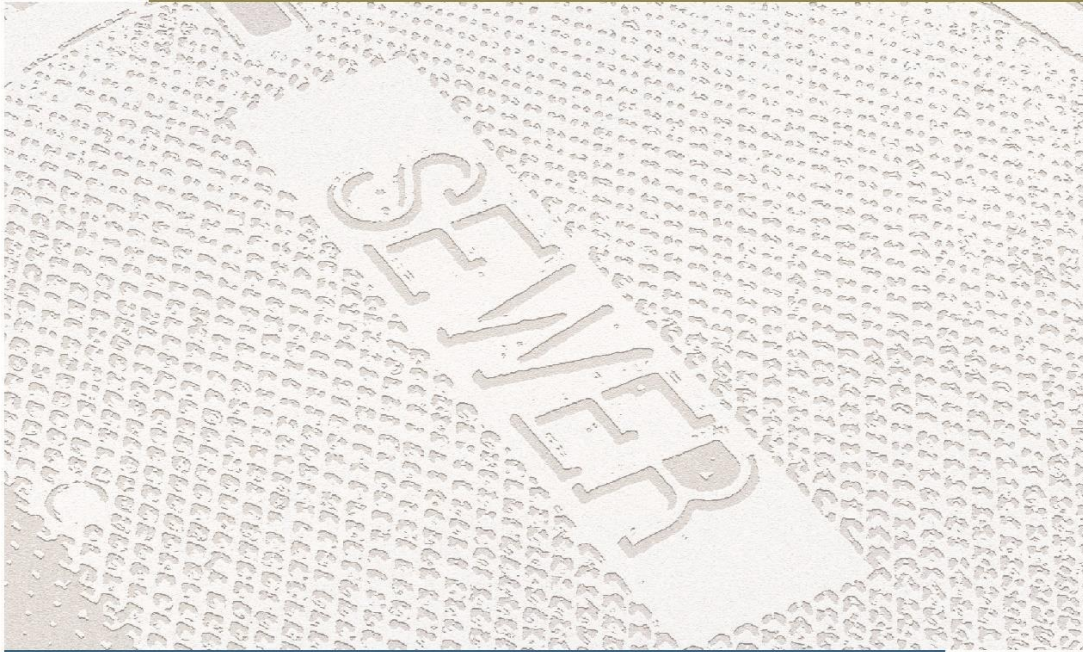


PROPOSAL

To Provide Engineering Services to Prepare PS&E (Plans, Specifications and Estimates) for 52nd Street Sewer Improvements

SECTION 5

Cost Proposal



Proposal Date: September 23, 2021



SECTION 5 COST PROPOSAL

The H&A cost proposal for the City of Maywood is shown on the following page. The format follows our Approach to Scope of Services section and includes man-hours and costs for each task along with subconsultant costs.



COST PROPOSAL

TASK	MAN-HOURS								EXPENSES		
	Proj Mgr	Const. Mgr. /LS	Proj Engr & QA/QC	Proj Engr/ Des Engr	CAD Oper / Survey Analyst	Survey Crew	Word Proc	Total Hours	Reimb.	Sub-consultants (potholing)	Total Fees
Billing Rates	\$175	\$160	\$155	\$145	\$135	\$250	\$75				
Meetings and Coordination											
I-1 Project Kick Off	2						2	4			\$500
I-1 Progress/Design Coordination Meetings	8						8	16			\$2,000
Preliminary Design Phase											
II-1 Utility Research	1			8	8			17	\$50		\$2,465
II-2 Surveying and Mapping		4			12	40		56			\$12,260
II-3 Utility Verification and Potholing (10 potholes)	2				4			6		\$12,300	\$13,190
II-4 Evaluation of Alternatives - 30% Submittal	4			12	20		4	40			\$5,440
Detail Design Phase											
III-1 Utility/Agency Coordination	1			4	4			9			\$1,295
III-2 Preliminary Design - 60% Submittal	8		4	20	40		8	80	\$50		\$10,970
III-3 Final Design - 90% Submittal	8		3	16	24		8	59	\$50		\$8,075
III-4 Revised Final Design - 100% Submittal	4				8		2	14	\$50		\$1,980
Respond to Bidder Questions and Inquiries regarding Plans and Specifications	3			3				6			\$960
Prepare and Submit As-Built Plans based on Contractor provided red-lines	1			1	4			6			\$860
SUGGESTED ADDITIONAL SERVICES											
Geotechnical Investigation											
Initial Site Assessment											
CCTV Inspection											
Totals	42	4	7	64	124	40	32	313	\$200	\$12,300	\$59,995
TOTAL FEE- DESIGN SERVICES											\$59,995

PROPOSAL

To Provide Engineering Services to Prepare PS&E (Plans, Specifications and Estimates)
for 52nd Street Sewer Improvements



Proposal Date: September 23, 2021

EXHIBIT B

COMPENSATION

COST PROPOSAL

TASK	MAN-HOURS								EXPENSES		Total Fees
	Proj Mgr	Const. Mgr. /LS	Proj Engr & QA/QC	Proj Engr/ Des Engr	CAD Oper / Survey Analyst	Survey Crew	Word Proc	Total Hours	Reimb.	Sub-consultants (potholing)	
Billing Rates	\$175	\$160	\$155	\$145	\$135	\$250	\$75				
Meetings and Coordination											
I-1 Project Kick Off	2						2	4			\$500
I-1 Progress/Design Coordination Meetings	8						8	16			\$2,000
Preliminary Design Phase											
II-1 Utility Research	1			8	8			17	\$50		\$2,465
II-2 Surveying and Mapping		4			12	40		56			\$12,260
II-3 Utility Verification and Potholing (10 potholes)	2				4			6		\$12,300	\$13,190
II-4 Evaluation of Alternatives - 30% Submittal	4			12	20		4	40			\$5,440
Detail Design Phase											
III-1 Utility/Agency Coordination	1			4	4			9			\$1,295
III-2 Preliminary Design - 60% Submittal	8		4	20	40		8	80	\$50		\$10,970
III-3 Final Design - 90% Submittal	8		3	16	24		8	59	\$50		\$8,075
III-4 Revised Final Design - 100% Submittal	4				8		2	14	\$50		\$1,980
Respond to Bidder Questions and Inquiries regarding Plans and Specifications	3			3				6			\$960
Prepare and Submit As-Built Plans based on Contractor provided red-lines	1			1	4			6			\$860
SUGGESTED ADDITIONAL SERVICES											
Geotechnical Investigation											
Initial Site Assessment											
CCTV Inspection											
Totals	42	4	7	64	124	40	32	313	\$200	\$12,300	\$59,995
TOTAL FEE- DESIGN SERVICES											\$59,995

EXHIBIT C

LABOR CODE REQUIREMENTS

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City

of the location of the records. Pursuant to Labor Code Section 1771.4, Contractor and each subcontractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: November 10, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY TO DETERMINE WHETHER THE LEGISLATIVE BODIES OF THE CITY OF MAYWOOD WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).

RECOMMENDATION:

The City Council has (1) reconsidered the circumstances of the COVID-19 state of emergency and (2) finds that the State and local officials continue to recommend measures to promote social distancing and the state of emergency continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person.

BACKGROUND:

The City Council and its legislative bodies have met remotely throughout the pandemic to protect the health and safety of the public and staff. The factual circumstances exist for the City's legislative bodies to continue to hold meetings pursuant to AB361. The state of emergency is still in effect and on October 13, 2021, the City Council adopted Resolution No. 6200 finding that state and local officials (the County of Los Angeles) have recommended measures to promote social distancing as a result of the Covid-19 state of emergency and meeting in person would present imminent risks to the health or safety of attendees at the meeting of the City Council and all other legislative bodies of the City. The City is required to continue to make these findings in order to meet remotely in accordance with AB 361.

DISCUSSION:

As the Delta variant continues to be dominant in the County and with the upcoming flu season, continuing the flexibility of teleconferences will allow the continuation of the City's business, so that Council or Planning Commission meetings would not have to be canceled should members have health concerns or are sick. It would also provide the flexibility for each member of a legislative body to determine for themselves based on their own health matters whether attending a meeting will be a risk to their health and safety. The California Department of Public Health and the federal Centers for Disease Control and Prevention ("CDC") caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations. The

CDC also continues to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than 6 feet apart from others for longer periods of time.

Even if the City Council continues to make the findings as required, the City Council and the City's planning commission can continue to meet in person and the chambers will remain closed. This determination, however, would allow the City to make adjustments if needed.

To continue to have the ability to meet remotely pursuant to Government Code Section 54953(e) (AB 361), the City Council must make certain findings no later than 30 days after teleconferencing for the first time pursuant to AB361, and every 30 days thereafter. Accordingly, by reconsidering the circumstances of the state of emergency created by the COVID-19 pandemic and finding that the state of emergency continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person and that state and local officials continue to recommend measures for social distancing, the public meetings of the City of Maywood can continue to be conducted by Zoom for the next 30 days. Accordingly, staff recommends making the findings so the City's legislative bodies may continue to use virtual teleconferenced meetings in compliance with Government Code Section 54953(e).

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no financial impact if the City Council makes the determination under AB 361 as the City has been meeting in a remote format since the onset of the pandemic in March 2020.

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: November 10, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY OF MAYWOOD DECLARING ITEMS SURPLUS PROPERTY AND AUTHORIZING THOSE ITEMS FOR DISPOSAL

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6204 declaring obsolete electronic equipment as surplus and authorizing its disposal.

BACKGROUND:

Over the past several years, the City of Maywood has accumulated several E-Waste items that have not been disposed of and are being stored in various locations. The E-Waste items will be required to be disposed of properly by contacting an E-Waste recycler that is licensed to pick up and discard these items. There are many of these companies that provide this service at no cost to the City.

DISCUSSION:

The attached equipment list represents obsolete, or damaged items, primarily from City Hall. The list includes a TV, copier/printer, cameras, phones, and computer hard drives that are discontinued and not compatible with current technology. All items proposed for disposal are considered E-waste by our IT provider and will be recycled as such. The objective of this resolution is to free up storage space, reduce clutter and to restore inventory to manageable levels.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact in adopting this resolution.

ATTACHMENT(S)

1. Exhibit A
2. Attachment 2

RESOLUTION NO. 6204

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MAYWOOD DECLARING ITEMS SURPLUS PROPERTY AND
AUTHORIZING THOSE ITEMS FOR DISPOSAL THEREOF**

WHEREAS, there is certain City property such as telephones and computer equipment as is more fully described in Exhibit A, which are obsolete, no longer functional and have no value;

WHEREAS, the City Council desires to deem this property surplus and authorize staff to properly dispose of such property;

NOW, THEREFORE, the City Council of the City of Maywood, California, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct and incorporated herein as if set forth in full.

Section 2. The property set forth in Exhibit A attached to this Resolution is hereby declared obsolete and of no value and therefore is declared surplus personal property of the City ("Surplus Property").

Section 3. The City Manager or his designee is hereby authorized to dispose of the Surplus Property in any manner deemed appropriate by the City Manager.

Section 4. This Resolution shall be effective immediately upon its passage and approval.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED THIS 10th day of November, 2021.

Ricardo Lara, Mayor

ATTEST:

APPROVED AS TO FORM:

Flor Aguiluz, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Flor Aguiluz, City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6204 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 10th day of November, 2021 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Flor Aguiluz, City Clerk

EXHIBIT A

INVENTORY OF SURPLUS PROPERTY

OBSOLETE COMPUTER HARD DRIVE INVENTORY LIST

ITEM DESCRIPTION	BRAND	MODEL NUMBER	DS/N
Hard Drive	Maxtor	5T020H2	SG-061TTY-19661-16R-A0Z5
Hard Drive	Maxtor	5T020H2	SG-061TTY-19661-16R-A18J
Hard Drive	Maxtor	5T020H2	SG-061TTY-19661-16R-A0ZC
Hard Drive	Maxtor	5T020H2	SG-061TTY-19661-16R-A0OU
Hard Drive	Maxtor	5T020H2	SG-061TTY-19661-16R-A290
Hard Drive	Maxtor	5T020H2	SG-061TTY-19661-16R-A0WT
Hard Drive	Maxtor	5T020H2	SG-061TTY-19661-16R-A0NC
Hard Drive	Maxtor	5T020H2	SG-061TTY-19661-16R-A0WI
Hard Drive	Maxtor	5T020H2	SG-061TTY-19661-16R-A0X3
Hard Drive	Maxtor	5T020H2	SG-061TTY-19661-16R-A0NI
Hard Drive	Maxtor	5T020H2	SG-061TTY-19661-16R-A0P5
Hard Drive	Maxtor	5T020H2	SG-061TTY-19661-16R-A0XC
Hard Drive	Maxtor	5T020H2	SG-061TTY-19661-16R-A0YW
Hard Drive	Maxtor	2B020H1	SG-05P976-24951-25D-A05A
Hard Drive	Maxtor	NAR61GA0	6E040L0711205AAA
Hard Drive	Maxtor	6V080E0	V22NPG1G
Hard Drive	Maxtor	VAM51JJ0	SG-0X0882-24951-42A-ANRU
Hard Drive	Maxtor	YAR41BW0	SG-02K219-19661-498-AB02
Hard Drive	Maxtor	YAR41BW0	SG-0J9027-19661-56F-A1ED
Hard Drive	Maxtor	VAM51JJ0	SG-0X0882-24951-42A-ANRF
Hard Drive	Western Digital	WD200EB-00CSF0	WMAC82151018
Hard Drive	Western Digital	WD300BB-75DEA0	WMAD14495871
Hard Drive	Western Digital	WD400BD-75JMA0	WMAMA2000335
Hard Drive	Western Digital	WD400BD-75JMA0	WMAMA2002954
Hard Drive	Western Digital	WD400BB-75DEA0	WMAD1A696390
Hard Drive	Western Digital	WD200BB-75AUA1	WMA6Y4229923
Hard Drive	Western Digital	WD400JB-00ENA0	WCAD1A272559
Hard Drive	Western Digital	WD400ED-75CPF0	WMAATE714436
Hard Drive	Western Digital	WD200BB-75AUA1	WMA6Y4259763
Hard Drive	Western Digital	WD200BB-75AUA1	WMA6Y4203392
Hard Drive	Western Digital	WD800BB-75CAA0	WMA8E8030412
Hard Drive	Western Digital	WD102AA-00AAA2	WM6570143378
Hard Drive	Western Digital	WD800BB-75CAA0	WMA8E7840691
Hard Drive	Western Digital	WD400BD-75JMA0	WMAMA1981315
Hard Drive	Western Digital	WD200BB-00CFC0	WMA9L1151175
Hard Drive	Western Digital	WD800JD-60LS8A5	WMAM9TY05430
Hard Drive	Western Digital	WD200BB-75AUA1	WMA6Y4203770
Hard Drive	Western Digital	WD200BB-00AUA1	WMA6Y5287271
Hard Drive	Western Digital	WD800JD-75MSA1	WMAM9N106901
Hard Drive	Seagate	ST3808110AS	5LR5NLNJ
Hard Drive	Seagate	ST380819AS	5MR5B20L
Hard Drive	Seagate	ST380815AS	9RW15M9G
Hard Drive	Seagate	ST340014AS	5JXFZY5V
Hard Drive	Seagate	ST380819AS	5MR5AVBG

OBSOLETE COMPUTER HARD DRIVE INVENTORY LIST

ITEM DESCRIPTION	BRAND	MODEL NUMBER	DS/N
Hard Drive	Seagate	ST3808110AS	5LR5KMEH
Hard Drive	Seagate	ST3160318AS	9VY35VHM
Hard Drive	Seagate	ST380819AS	5MR5AWN7
Hard Drive	Seagate	ST3160812AS	5LS86ZA5
Hard Drive	Seagate	ST34311A	3BF1BBYR
Hard Drive	Seagate	ST34311A	3BF16775
Hard Drive	Seagate	ST34311A	3BF1BFMV
Hard Drive	Hitachi Deskstar	HDS721680PLA380	CN-02G596-71337-8AQ-BN3A-A04
Hard Drive	Hitachi Deskstar	IC35L060AVV207-0	TH-04X473-12567-2CP-1D6D
Hard Drive	Hitachi Deskstar	HDS721680PLA380	CN-02G596-71337-8AQ-BN52-A04
Hard Drive	Samsung	HD080HJ/P	SODEJ1GLC50883
Hard Drive	Samsung	HD080HJ/P	SODEJ1GLC50860
Hard Drive	Samsung	WU32163A	0062SBJ6010584

OBSOLETE MISCELLANEOUS ELECTRONIC EQUIPMENT INVENTORY

[illegible]

ATTACHMENT NO. 2

PICTURES OF SURPLUS PROPERTY



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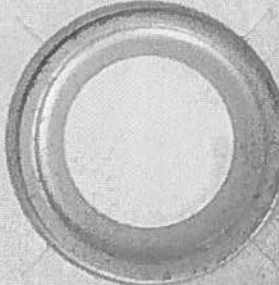
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5T020H2	22A	05A	52C	TAH71DP0



Cylinders	Heads	Sectors
16383	16	63

Jumper	Master/Single	Slave
J50	On	Off

Made in Singapore ()



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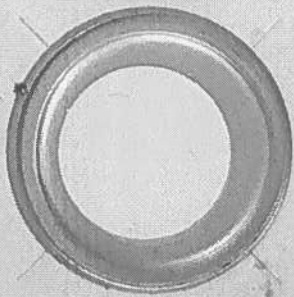
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Model	HDA	PCBA	Unique	Code
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Cylinders	Heads	Sectors
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Jumper	Master/Single	Slave
J50	On	Off

Made in Singapore ()



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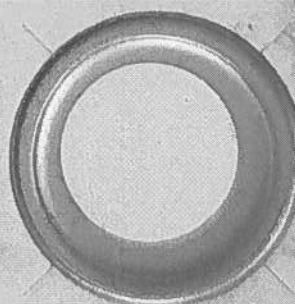
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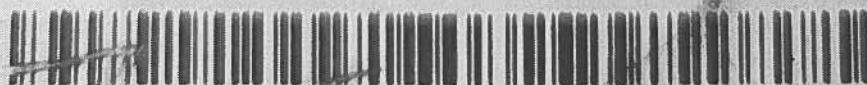


Cylinders	Heads	Sectors
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Jumper	Master/Single	Slave
J50	On	Off

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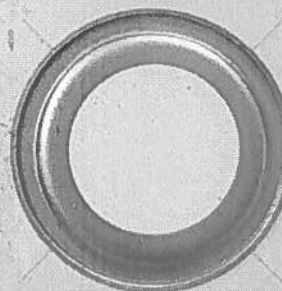
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Model	HDA	PCBA	Unique	Code
5T020H2	22A	05A	52C	TAH71DP0



Cylinders	Heads	Sectors
16383	16	63
Jumper	Master/Single	Slave
J50	On	Off

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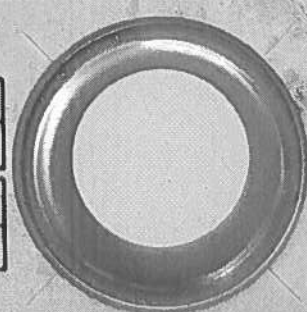
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Model	HDA	PCBA	Unique	Code
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Cylinders	Heads	Sectors
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Jumper	Master/Single	Slave
J50	On	Off

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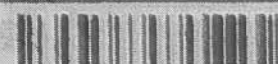
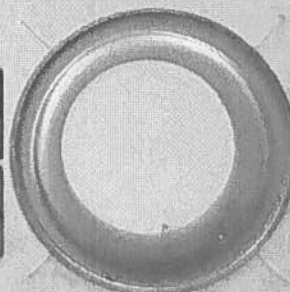
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Model	HDA	PCBA	Unique	Code
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Cylinders	Heads	Sectors
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Jumper	Master/Single	Slave
J50	On	Off

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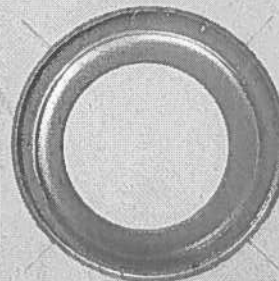
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Cylinders	Heads	Sectors
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Jumper	Master/Single	Slave
J50	On	Off

Made in Singapore ()



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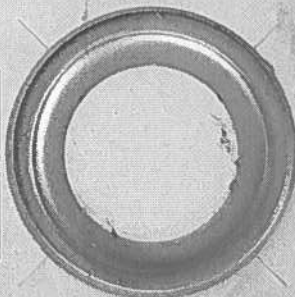


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Model	HDA	PCBA	Unique	Code
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Cylinders	Heads	Sectors
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Jumper	Master/Single	Slave
J50	On	Off



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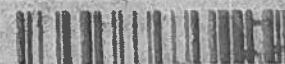
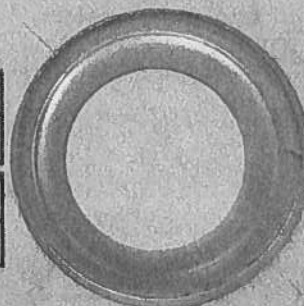
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Model	HDA	PCBA	Unique	Code
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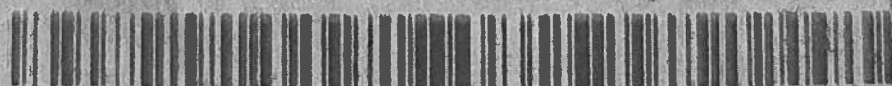


Cylinders	Heads	Sectors
16383	16	63
Jumper	Master/Single	Slave
J50	On	Off

Made in Singapore ()



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DP/N 061TTY

Rev A00



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Model	HDA	PCBA	Unique	Code
5T020H2	22A	05A	52C	TAH71DP0



Cylinders	Heads	Sectors
16383	16	63
Jumper	Master/Single	Slave
J50	On	Off



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DP/N 061TTY

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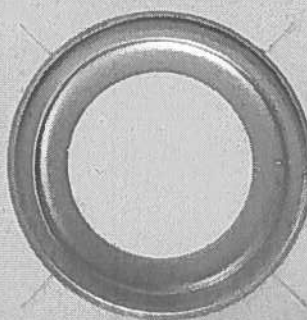
Model	HDA	PCBA	Unique	Code
5T020H2	22A	05A	52C	TAH71DP0



Cylinders	Heads	Sectors
16383	16	63

Jumper	Master/Single	Slave
J50	On	Off

Made in Singapore ()



C, H, B, B
S/N T2KEC1JC
C 5
ER
12V, 5V



DS/N SG-061TTY-19661-16R-A0P5

DP/N 061TTY

Rev A00



Manuf: 27JUN2001

War. End: SEP04





機磁 3R92D143

CA[®] US
N256

Maxtor[®]
"Total Customer Satisfaction"



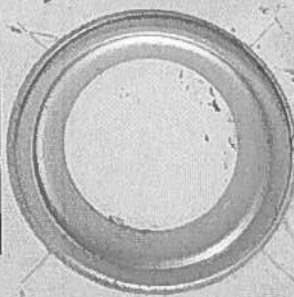
Maxtor is not responsible for consequential damages, including loss or recovery of data. Patents Pending. Contact Maxtor for full warranty and patent information. Maxtor Hotline: 1-800-2MAXTOR or 1-303-678-2045. Europe +353-1-2041111.

Model	HDA	PCBA	Unique	Code
ST020H2	22A	05A	52C	TAH71DP0



Cylinders	Heads	Sectors
16383	16	63
Jumper	Master/Single	Slave
J50	On	Off

Made in Singapore ()



K.H.B.B
S/N T2KECL5C
C 19
ER
12V, 5V



DS/N SG-061TTY-19661-16P-A0XC

DP/N 061TTY

Rev A00



Manuf: 27JUN2001

War. End: SEP04





E-H011-00-1982

38920143

UL[®] US
N256

Maxtor[®]
"Total Customer Satisfaction"



Maxtor is not responsible for consequential damages, including loss or recovery of data. Patents Pending. Contact Maxtor for full warranty and patent information. Maxtor Hotline: 1-800-2MAXTOR or 1-303-678-2045. Europe +353-1-2041111.

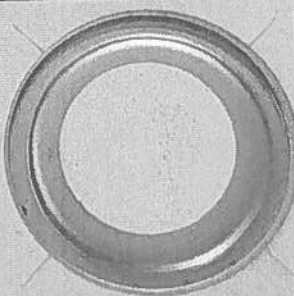
Model	HDA	PCBA	Unique	Code
5T020H2	22A	05A	52C	TAH71DP0



Cylinders	Heads	Sectors
16383	16	63

Jumper	Master/Single	Slave
J50	On	Off

Made in Singapore ()



C, H, B, B
S/N T2KEAKEC
C 17
ER
12V, 5V

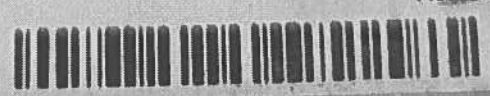


DS/N SG-061TTY-19661-16R-A0YW
DP/N 061TTY

Rev A00



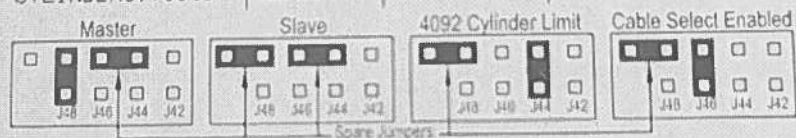
Manuf: 27JUN2001
War. End: SEP04



Maxtor[®] APL

Made under U.S. and foreign patents issued and pending.
For full warranty, patent or installation information, contact: www.maxtor.com
Maxtor is not responsible for consequential damages, including loss or recovery of data.

MODEL	HDA	PCBA	UNIQUE	CODE	+12V, +5V
2B020H1	11B	10A	53A	WAK21R90	S/N B1HR5WQE
CYLINDERS: 16383		HEADS: 16	SECTORS: 63	LBA: 39062500	



DS/N SG-05P976-24951-25D-A05A

DP/N 05P976

Rev. A00



Mfg Date: 13MAY2002

A 210

ER

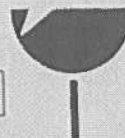
Made in Singapore (2)

2B020H1111053

K,M,B,A



檢磁 3902A989



FRAGILE

3.5 SERIES

E-H011-01-2248



C[®] US
CN256

UNSECURED DRIVE

APL



B 267

E-H011-02-3427

Date: 05MAY2004



D33019

Made in Singapore (2)

DiamondMax
Plus 8



FRAGILE

3.5 SERIES

Maxtor

CE c us CN256



Made under U.S. and foreign patents
issued and pending. Maxtor is not re-
sponsible for consequential damages,
including loss or recovery of data.

For full warranty, patent and
installation information:

www.maxtor.com

ATA/133 HDD
40GB

+12V 790mA

+5V 647mA

LBA:
80293248

ER:

Code:
NAR61QA0

6E040L0711205
AAA



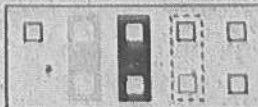
E1SREQOE



K, M, G, A



No Jumper = DS (SLAVE)



DS (MASTER)

CS Enabled

Cap Limit

Maxtor®

DiamondMax 10
Model: 6V080E0
80GB SATA 3.0Gb HDD

ID

Made under U.S. and foreign patents issued and pending.
For full warranty, patent or installation information, contact: www.maxtor.com
Maxtor is not responsible for consequential damages, including loss or recovery of data.

**SERIAL
ATA**
3Gb/s

UL **US** **CE**
E 146611



N256



D33019



E-H011-04-1675(B)

3.5 SERIES



FRAGILE

DRV. HD. 80G
SPARES NO. 345713-005

345733-005

P/N 391336-001



CT: 297A60233TIYBZ



Code: VA111680
K, M, B, A

LBA: 156301488

ER:

C 18

+5V 740mA

+12V 1500mA

SN: V22NPG1G



TLA: 6V080E002633A

AAA



WWN: 500107508013A8BD

Mfg. Date: 07AUG2006

Made in China. ()



SATA 1.5Gb/s MODE SETTING

J4 (PARTIAL)



ID

E-H011-02-3056



D33019

B 246

Date: 10FEB2004

Made in Singapore (2)

Fireball 3

ATA/133 HDD

40 GB

+12V 601mA

+5V 559mA

LBA:
80293248

FRAGILE

3.5 SERIES

Maxtor

CE cULus CN256



Made under U.S. and foreign patents
issued and pending. Maxtor is not re-
sponsible for consequential damages,
including loss or recovery of data.

For full warranty, patent and
installation information:
www.maxtor.com

ER:

Code:
VAM51JJ0

Rev. A00



DP/N 0X0882



DS/N SG-0X0882-24951-42A-ANRU

HDD SN:

F1FYV4WE



ABA

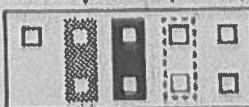
2F040L0710651



K, F, G, A



No Jumper = DS (SLAVE)



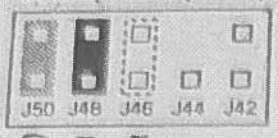
DS (MASTER)

CS Enabled

Cap Limit

ID **MAXTOR** 80GB ATA/133 HDD
Made under U.S. and foreign patents issued and pending.
For full warranty, patent or installation information, contact: www.maxtor.com
Maxtor is not responsible for consequential damages, including loss or recovery of data.

No Jumper = DS (SLAVE)



DS (MASTER)
CS Enabled
Cap Limit



N256



E-H011-02-3880

3.5 SERIES



FRAGILE

DP/N 02K219



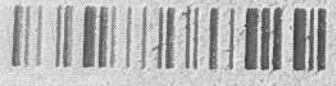
DS/N SG-02K219-19661-498-AB02

Rev. A00



HDD SN: Y2C140RE

Code: YAR41BW0
K, G, B, A



LBA: 156250000

ER:

+5V 670mA

+12V 960mA

AAB

6Y080L0422651



Mfg. Date: 08SEP2004

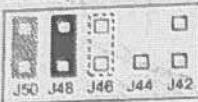
Made in Singapore () B 3

Maxtor[®]

DiamondMax Plus 9
80GB ATA/133 HDD

Made under U.S. and foreign patents issued and pending.
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Maxtor is not responsible for consequential damages, including loss or recovery of data

No Jumper = DS (SLAVE)



DS (MASTER)

CS Enabled

Cap Limit



CN256



D33019



E-H011-02-3880
3.5 SERIES



FRAGILE

DP/N 0J9027



DS/N SG-0J9027-19661-56F-A1ED

Rev. A00



HDD SN: Y27MYLMC

Code: YAR41BWD
K, M, G, A

LBA: 156250000

ER:

C 104

+5V 670mA

+12V 960mA

TLA: 6Y080L0422654

AAB



Mfg. Date: 15JUN2005
Made in Singapore ()



ID

E-H011-02-3056

B 246

Date: 10FEB2004
Made in Singapore (2)

D33019



FRAGILE

Fireball 3

ATA/133 HDD

40 GB

+12V 601mA

+5V 559mA

LBA:

80293248

ER:

Code:
VAM51JJ0

3.5 SERIES

Maxtor®

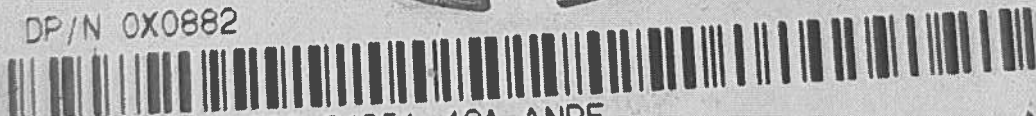
CE cFUS CN256

Made under U.S. and foreign patents
issued and pending. Maxtor is not re-
sponsible for consequential damages,
including loss or recovery of data.For full warranty, patent and
installation information:
www.maxtor.com

Rev. A00



DP/N 0X0882



DS/N SG-0X0882-24951-42A-ANRF

HDD SN:

F1FYTRBE



ABA

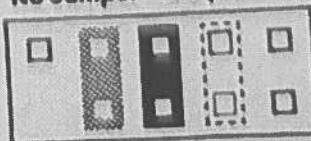
2F040L0710651



K, F, G, A



No Jumper = DS (SLAVE)



S (MASTER)

CS Enabled

Cap Limit



www.westerndigital.com

WD Protegé™

Enhanced IDE Hard Drive

Drive Parameters: LBA 39102336

DO NOT COVER
ANY DRIVE
HOLES



WD200

20.0 GB



5VDC --- 0.68A

12VDC --- 0.16A

S/N: WMAC82151018

MDL: WD200EB-00CSF0

DATE: 14 MAY 2002

DCM: RSBATD2A

Product of Malaysia

Product warranty will be void if seal,
label or cover is removed or damaged

WD P/N: WD200EB-00CSF0



J8 JUMPER SETTINGS

9 7 5 3 1

40 Pin
Conn.



10 8 6 4 2

CABLE SELECT SETTING

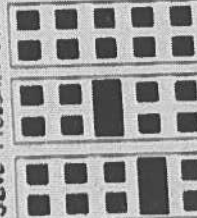


Standard Settings

Master Single

or Slave

Slave Present Master



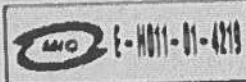
LR68850



E101559



N9365



檢磁 3892C873

ZC

DO NOT COVER
ANY DRIVE
HOLES



WD300

www.westerndigital.com

WD Caviar™

5VDC --- 0.80A
12VDC --- 0.45A

Enhanced IDE Hard Drive

Drive Parameters: LBA 58593750 ■ 30.0 GB



S/N: WMAD14495871

MDL: WD300BB-75DEA0
DATE: 05 NOV 2002
DCM: DSBACV2CH

Product of Malaysia



DS/N MY - 00X438 - 12555 - 2B5 - 00PI



Rev A00

DP/N 00X438

C/O MY



HDD S/N: WD-WMAD14495871

Product warranty will be void if seal,
label or cover is removed or damaged



LR68850



E101559



N3565



E-101559-01-2002



D33016

ZC



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DO NOT COVER
ANY DRIVE
HOLES



FRAGILE

WD400

S/N: WMAMA2000335
Serial ATA Hard Drive
WD Caviar®

5VDC --- 0.45A
12VDC --- 0.50A

Drive Parameters:
LBA 78125000
40.0 GB

MDL: WD400BD - 75JMA0
29 NOV 2004
DCM: R3BAYTJCA

Product of Malaysia

DS/N MY - 0F1708 - 12555 - 4BT - 0211

Rev A00

DP/N 0F1708

C/O MY

HDD S/N: WD - WMAMA2000335

Product warranty will be void if seal,
label or cover is removed or damaged

U.S. Patents: 6178056, 5956196, 6289484, 6263459



LR68850



E101559



N3565 D33015



WARNING: Use either SATA Power or Legacy Power connector.
DO NOT use both which may result in damage to the hard drive.

ZC



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DO NOT COVER
ANY DRIVE
HOLES



FRAGILE

WD400



S/N: WMAMA2002954
Serial ATA Hard Drive
WD Caviar®

5VDC --- 0.45A
12VDC --- 0.50A

Drive Parameters:
LBA 78125000
40.0 GB

MDL: WD400BD - 75JMA0
DATE: 29 NOV 2004
DCM: HSBAYTJCA

Product of Malaysia



DS/N MY - 0F1708 - 12555 - 4BT - 025A



Rev A00

DP/N 0F1708

C/O MY



HDD S/N: WD - WMAMA2002954

Product warranty will be void if seal,
label or cover is removed or damaged.

U.S. Patents: 6178056, 5956196, 6289484, 6263459



LR68850



E101559



N3565



D33015



WARNING: Use either SATA Power or Legacy Power connector.
DO NOT use both which may result in damage to the hard drive.

ZC

DO NOT COVER
ANY DRIVE
HOLES



FRAGILE



www.westerndigital.com

WD Caviar

Enhanced IDE Hard Drive

Drive Parameters: LBA 78125000 ■ 40.0 GB



S/N: WMAD1A696390

MDL: WD400BB-75DEAD
DATE: 30 JUL 2003
DCM: DSCHNA2AH

Product of Malaysia



DS/N MY - 01T321 - 12555 - 37U - 0DXF



Rev A00

DP/N 01T321

C/O MY



HDD S/N: WD - WMAD1A696390

Product warranty will be void if seal,
label or cover is removed or damaged



LR68850



E101559



N3565



E-H011-01-3001



D33015

ZC



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WD Caviar™

Enhanced IDE Hard Drive

Drive Parameters: LBA 39102336

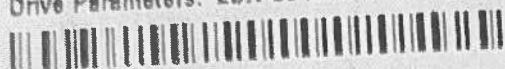
DO NOT COVER
ANY DRIVE
HOLES



FRAGILE

WD200

20.0 GB



5VDC --- 0.63A

12VDC --- 0.35A

S/N: WMA6Y4229923

MDL: WD200BB-75AUA1

DATE: 14 APR 2001

DCM: RRCAEGHA

Made in Malaysia

Product warranty will be void if seal,
label or cover is removed or damaged



DS/N MY - 0740NG - 12555 - 14E - 01F0

DP/N 0740NG

C/O MY

Rev A00



LR68850



E101559



N3565



E-H011-00-0215

檢磁 3892C731

ZC

de in US

DO NOT COVER
ANY DRIVE
HOLES - FRAGILE



WD400

www.westerndigital.com

WD Caviar

Enhanced IDE Hard Drive

Drive Parameters: LBA 78165360

40.0 GB

5VDC 0.80A
12VDC 0.45A



S/N: WCAD1A272559

MDL: WD400JB-00ENAO
DATE: 23 SEP 2003
DCM: HSCHT2AH

Product of

WD P/N: WD400JB-00ENAO



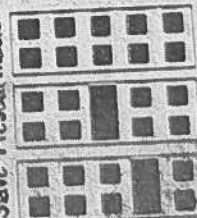
JB JUMPER SETTINGS
9 7 5 3 1

40 Pin
Conn.



CABLE SELECT SETTING

Standard Settings
Master Single
or Slave
Slave Present Master



Product warranty will be void if seal,
label or cover is removed or damaged



LR68850



E101589



N3565



D93015

APL

DO NOT COVER
ANY DRIVE
HOLES



FRAGILE



**Western
Digital**

WD400

www.westerndigital.com

WD Protégé®

Enhanced IDE Hard Drive

Drive Parameters: LBA 78165360 ■ 40.0 GB

5VDC --- 0.95A
12VDC --- 0.60A



S/N: WMAATE714436

MDL: WD400EB-75CPF0
DATE: 24 AUG 2003
DCM: DGBANV2A

Product of Malaysia



DS/N MY - 02K044 - 12555 - 380 - 04SK



Rev A00

DP/N 02K044

C/O MY



HDD S/N: WD-WMAATE714436

Product warranty will be void if seal,
label or cover is removed or damaged



LR66850



E101559



N3565



E-N011-01-4258



D33015

APL



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WD Caviar™

Enhanced IDE Hard Drive

Drive Parameters: LBA 39102336

WD200

20.0 GB



5VDC --- 0.63A

12VDC --- 0.35A

S/N: WMA8T4258763

MDL: WD2000B-75AUA1

DATE: 13 APR 2001

DCM: HBVAEGYA

Made in Malaysia

Product warranty will be void if seal,
label or cover is removed or damaged



DS/N MY 0740NG - 12555 - 14D - 00F0

DPA 0740NG

C/O MY

Rev A00



LR68850



ET01559



N3565



E-H011-00-3215

檢磁 3892C731

APL



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WD Caviar™

Enhanced IDE Hard Drive

Drive Parameters: LBA 39102336

DO NOT COVER
ANY DRIVE
HOLES



FRAGILE

WD200

20.0 GB



5VDC --- 0.63A
12VDC --- 0.35A

S/N: WMA6Y4203392

MDL: WD200BB-75AUA1

DATE: 14 APR 2001

DCM: RRCAEGHA

Made in Malaysia

Product warranty will be void if seal,
label or cover is removed or damaged.



DS/N MY - 0740NG - 12555 - 14E - 01G1

DP/N 0740NG

C/O MY

Rev A00



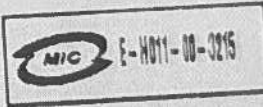
LR68850



E101559



N3565



E-H011-00-0215

檢磁 3892C731

ZC



www.westerndigital.com

WD Caviar

Enhanced IDE Hard Drive

Drive Parameters: LBA 156250000 ■ 80.0 GB



S/N: WMA8E8030412

MDL: WD800BB-75CAA0
DATE: 10 JUL 2003
DCM: HSEHNA2AH

WD800

5VDC --- 0.30A
12VDC --- 0.45A

Product of Malaysia

Product warranty will be void if seal,
label or cover is removed or damaged



DS/N MY - 02K221 - 12555 - 37A - 02E0



Rev A00

DP/N 02K221

C/O MY



HDD S/N: WD-WMA8E8030412



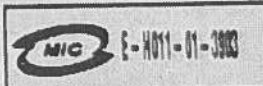
LR68850



E101559



N3563



E-H011-01-3003

檢磁 3902C091

APL



WD Caviar™

102AA

Enhanced IDE Hard Drive

Drive Parameters: LBA 20044080 10262.5 MB



S/N: WM657
014 3378



MDL: WD102AA
-00AAA2



DATE: 03 AUG 99

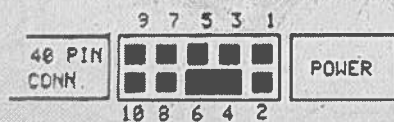


DCM: CSAH
EVHHO

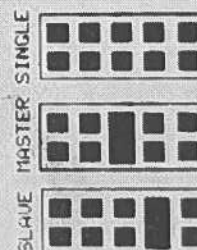
WD P/N: WD102AA-00AAA2



J8 JUMPER SETTINGS



MOST DRIVES ARE SHIPPED WITH A
JUMPER AS SHOWN ABOVE. NO NEED TO
REMOVE FOR SINGLE DRIVE SETTING.



Standard Settings



E101559



LR68850



FRAGILE

BELOW

1A25





www.westerndigital.com

WD Caviar

Enhanced IDE Hard Drive

Drive Parameters: LBA 156250000

80.0 GB



5VDC --- 0.80A
12VDC --- 0.45A

S/N: WMA8E7840691

MDL: WD800BB-75CAA0
DATE: 04 JUL 2003
DCM: HSEHNA2AH

Product of Malaysia

Product warranty will be void if seal,
label or cover is removed or damaged



DS/N MY - 02K221 - 12555 - 374 - 0BRM



Rev A00

DP/N 02K221

C/O MY



HDD S/N: WD-WMA8E7840691



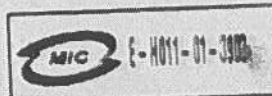
LR68850



E101559



N3565



E-W011-01-3000

檢磁 3902C091

APL

DO NOT COVER
ANY DRIVE
HOLES



FRAGILE

S9M

DO NOT COVER
ANY DRIVE
HOLES



**Western
Digital**

www.westerndigital.com

WD400



S/N: WMAMA1981315
Serial ATA Hard Drive
WD Caviar®

5VDC --- 0.45A
12VDC --- 0.50A

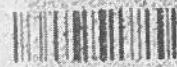
Drive Parameters:
LBA 78125000
40.0 GB

MDL: WD400BD-75JMA0
DATE: 29 NOV 2004
DCM: DSBHYTJCA

Product of Malaysia



DS/N MY - 0F1708 - 12555 - 4BT - 0353



Rev A00

DP/N 0F1708

C/O MY



HDD S/N: WD-WMAMA1981315

Product warranty will be void if seal,
label or cover is removed or damaged

U.S. Patents: 6178056, 5956196, 6289484, 6263459



CR68850



E101559



N3565 D33015



WARNING: Use either SATA Power or Legacy Power connector.
DO NOT use both which may result in damage to the hard drive.

APL



www.westerndigital.com

WD Caviar™

Enhanced IDE Hard Drive

Drive Parameters: LBA 39102336

20.0 GB



S/N: WMA9L1151175

5VDC --- 0.77A
12VDC --- 0.45A

MDL: WD200BB-00CFC0
DATE: 19 JUN 2001
DCM: RSBHET2AH

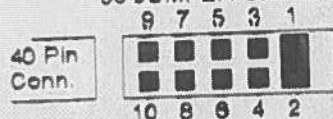
Made in Malaysia

Product warranty will be void if seal,
label or cover is removed or damaged

WD P/N: WD200BB-00CFC0



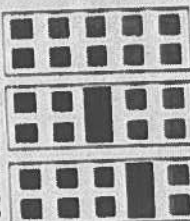
J8 JUMPER SETTINGS



CABLE SELECT SETTING



Standard Settings
Master Single
w/ Slave or
Slave Present Master



LR68850



E101559



N3565



檢磁

ZC



S/N : WMAM9TY05430

Product warranty will be void if seal, label or cover is removed or damaged.

U.S. Patents: 6178056, 5956196, 6289484, 6263459

Product of Malaysia

5VDC --- 0.45A

12VDC --- 0.50A

Drive Parameters:

LBA 156301488

80.0 GB

Canada ICES - 003 Class B/
NMB - 003 Classe B

WD800JD

WD Caviar® SE

MDL : WD800JD - 60LSA5

DATE: 11 AUG 2007

DCM : D8CANTJEA

RoHS

www.westerndigital.com



GPN:



P/N: 381648-002

DFP



CT: 2A83303BIUY7R7



WD P/N: WD800JD - 60LSA5

WARNING: Use either SATA Power or Legacy Power connector.
DO NOT use both which may result in damage to the hard drive.



D33015

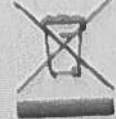


E101559

N3565

E-H011-03-5194(B)

APL



DO NOT COVER ANY
DRIVE HOLES



FRAGILE

DRV, HD 80GB SATA-3GB
SPARES NO. 432392-001

432433-00

P17



www.westerndigital.com

WD Caviar™

Enhanced IDE Hard Drive

Drive Parameters: LBA 39102336

■ 20.0 GB



5VDC --- 0.83A

12VDC --- 0.35A

S/N: WMA6Y4203770

MDL: WD200BB-75AUA1

DATE: 14 APR 2001

DCM: RRCAEGHA

Made in Malaysia

Product warranty will be void if seal,
label or cover is removed or damaged



DS/N MY - 0740NG - 12555 - 14E - 01G2

DP/N 0740NG

C/O MY

Rev A00



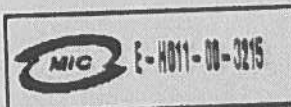
LR68850



E101559



N9565



E-H011-00-0215

檢磁 3892C731

ZC



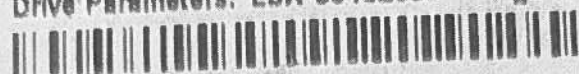
www.westerndigital.com

WD Caviar™

Enhanced IDE Hard Drive

Drive Parameters: LBA 99102396

20.0 GB



S/N: WMA6Y5287271

5VDC --- 0.63A
12VDC --- 0.35A

MDL: WD200BB-00AUA1
DATE: 17 JUN 2001
DCM: DRBAEGYH

Made In Malaysia

Product warranty will be void if seal,
label or cover is removed or damaged

WD P/N: WD200BB-00AUA1



J8 JUMPER SETTINGS
9 7 5 3 1

40 Pin
Conn.

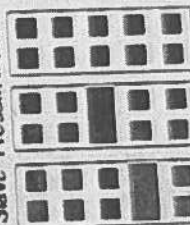


POWER



Drive shipped with jumper as shown above. No
need to remove for single or master drive setting.

Standard Settings
Master Single
w/ Slave or
Slave Present Master



LR68850



E101559



N3565



E-H011-00-0215

檢磁 3892C731

ZC



www.westerndigital.com

DO NOT COVER
ANY DRIVE
HOLES



FRAGILE

WD800



S/N : WMAM9N106901
Serial ATA Hard Drive
WD Caviar® SE

5VDC --- 0.45A
12VDC --- 0.50A

Drive Parameters:
LBA 156250000
80.0 GB

MDL : WD800JD - 75MSA1
DATE: 16 JAN 2006
DCM : HSBHNTJCA

Product of Malaysia



DS/N MY - 0DC077 - 12555 - 61G - 0DHJ



Rev A00
DP/N 0DC077
C/O MY

Interface SATA
Capacity 80.0 GB
RPM 7200
Firmware A1



HDD S/N: WD - WMAM9N106901

Product warranty will be void if seal,
label or cover is removed or damaged

U.S. Patents: 6178056, 5956196, 6289484, 6263459



UL US
E101559



N3565 D33015



SERIAL
ATA



WARNING: Use either SATA Power or Legacy Power connector.
DO NOT use both which may result in damage to the hard drive.

ZC

WE2S0980S0M



Barracuda 7200.9

RoHS

S/N: 5LR5NLNJ

ST3808110AS

P/N: 98D131-033

Firmware: 3.ADH

Date Code: 06486

Site Code: WU



+5V 0.46A
+12V 0.56A

中国产品

Product of China

Caution. Product warranty is void if any seal or label is removed, or if the drive experiences shock in excess of 350 Gs.



E-H011-05-3453 (B)

This drive is manufactured by Seagate for OEM distribution. For product information or technical support, please contact your system OEM.



CN-0DC334-21232-661-NLNJ

Rev A00

Serial Attached ATA (SATA)

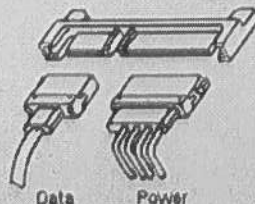
Capacity: 80 GB

7200 RPM

Firmware: 3.ADH

HDD
S/N 5LR5NLNJ

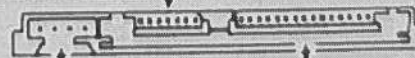
Made in China



Data

Power

SATA Signal



Jumper Block
(factory use only)

SATA Power

This Class B digital apparatus
complies with Canadian ICES-003.

Cet appareil numérique de la classe B est
conforme à la norme NMB-003 du Canada.



N176

D33027

W40351205

Barracuda 7200.7
80 Gbytes

Seagate 

Model Number: ST380819AS

Serial Number: 5MR5B20L

P/N: 9W2732-033

HDA P/N: 100355438

Configuration: EWR-05

Firmware: 8.03

Date Code: 06272 Site Code: WU



+5V 0.72A

+12V 0.35A

中国产品
Product of China



E-H011-05-3938 (B)

Caution. Product warranty is void if any seal
or label is removed, or if the drive experiences
shock in excess of 350 Gs.

This drive is manufactured by Seagate for OEM
distribution. For product information or technical
support, please contact your system OEM.



CN-0Y9646-21232-611-B20L

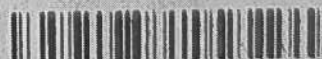


Rev A00

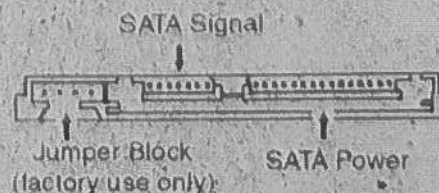
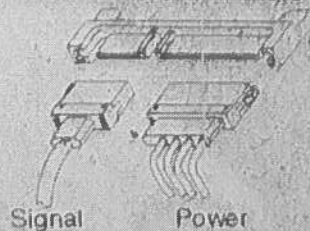
Made in China

Serial Attached ATA(SATA)
Capacity: 80 GB
7200 RPM
Firmware: 8.03

HDD
S/N



5MR5B20L



DRV. HD 80GB,
SATA-3GB, SCRTY
SPARES NO. 440754-001

440894-001

Seagate 

Barracuda 7200.10
80 Gbytes

S/N: 9RW15M9G



ST380815AS



P/N: 9CY131-020



Firmware: 3.CHF



Date Code: 08166

Site Code: TK

Product of Thailand

Caution. Product warranty is void if any seal
or label is removed, or if the drive experiences
shock in excess of 350 Gs.



+5V 0.72A
+12V 0.52A



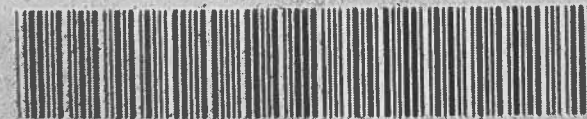
STX-L3510 (B)



HP IPG: 0950-4767

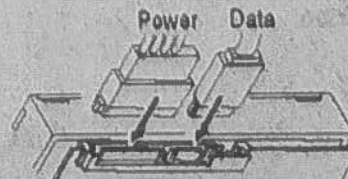
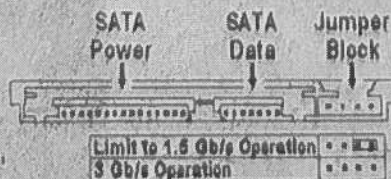


HP BPC: 436242-001



CT: 22906023XV8ADF

JH 68
2810/2A1
HT-08-63



C0720

Barracuda 7200.7
40 Gbytes

Seagate 

Model Number: ST340014AS

Serial Number: 5JXFZY5V

P/N: 9W2015-033

HDA P/N: 100316759

Configuration: A9U-01

Firmware: 8.05

Date Code: 05212 Site Code: WU



+5V 0.72A

+12V 0.35A

中国产品
Product of China



E-H011-03-0782 (8)

Caution: Product warranty is void if any seal
or label is removed, or if the drive experiences
shock in excess of 350 Gs.

This drive is manufactured by Seagate for OEM
distribution. For product information or technical
support, please contact your system OEM.



CN-0K5805-21232-4BL-ZY5V



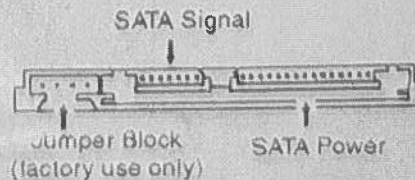
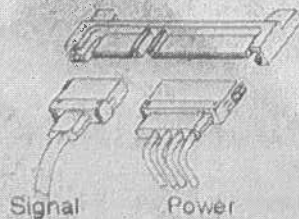
Rev A00

Made in China

HDD
S/N



5JXFZY5V



Barracuda 7200.7
80 Gbytes

Seagate 

Model Number: ST380819AS



Serial Number: 5MR5AVBG



P/N: 9W2732-033



HDA P/N: 100355438



Configuration: EWR-05



Firmware: 8.03



Date Code: 06272

Site Code: WU



+5V 0.72A

+12V 0.35A

中国产品
Product of China



E-H011-05-3938 (B)

Caution. Product warranty is void if any seal
or label is removed, or if the drive experiences
shock in excess of 350 Gs.

This drive is manufactured by Seagate for OEM
distribution. For product information or technical
support, please contact your system OEM.



CN-0Y9646-21232-611-AVBG



Rev A00

Made in China

Serial Attached ATA(SATA)

Capacity: 80 GB

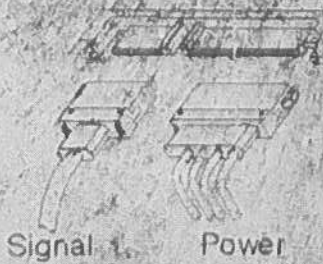
7200 RPM

Firmware: 8.03

HDD
S/N

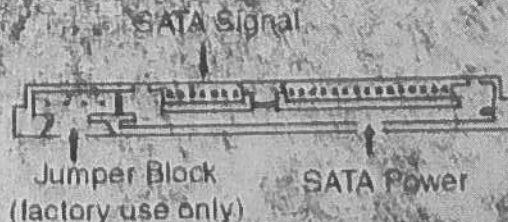


5MR5AVBG



Signal

Power



SATA Signal

Jumper Block
(factory use only)

SATA Power



W229098090M

Seagate 

Barracuda 7200.9
RoHS

S/N: 5LR5KMEH

ST3808110AS

P/N: 98D131-033

Firmware: 3.ADH

Date Code: 06486 Site Code: WU



+5V 0.46A
+12V 0.56A

中国产品

Product of China



Caution. Product warranty is void if any seal
or label is removed, or if the drive experiences
shock in excess of 350 Gs.

E-H011-05-3453 (B)

This drive is manufactured by Seagate for OEM
distribution. For product information or technical
support, please contact your system OEM.



CN-0DC334-21232-661-KMEH

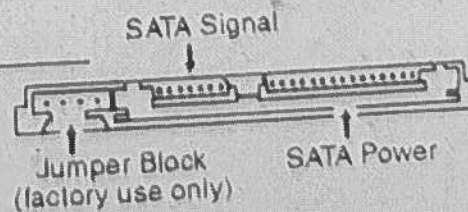
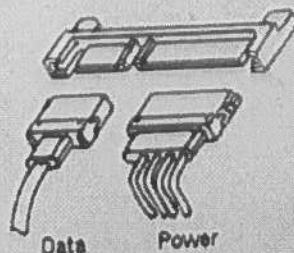
Rev A00

Serial Attached ATA (SATA)
Capacity: 80 GB
7200 RPM
Firmware: 3.ADH

HDD
S/N

5LR5KMEH

Made in China



This Class B digital apparatus
complies with Canadian ICES-003.

Cet appareil numérique de la classe B est
conforme à la norme NMB-003 du Canada.



Seagate 

Barracuda 7200.12
160 GB

S/N: 9VY35VHM



ST3160318AS



P/N: 9SL13A-034



Firmware: CC45

WWN: 5000C50019C9724C



Date Code: 10171

Site Code: TK



+ 5V 0.72A
+ 12V 0.52A

Product of Thailand

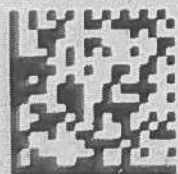
Caution. Product warranty is void if any seal
or label is removed, or if the drive experiences
shock in excess of 350 Gs.



STX-720012 (B) 

Need support? Visit www.seagate.com

RoHS



Made In
TH

DP/N
0G996R

SATA
Capacity: 160 GB
7200 RPM
Firmware: CC45

TH-0G996R-21233-

9A0-02V1-A01

Canada Class B digital apparatus ICES-003/
Classe B appareil numérique NMB-003



430751205

Barracuda 7200.7

80 Gbytes

Seagate 

Model Number: ST380819AS

Serial Number: 5MR5AWN7

P/N: 9W2732-033

HDA P/N: 100355438

Configuration: EWR-05

Firmware: 8.03

Date Code: 06272 Site Code: WU



+5V 0.72A

+12V 0.35A

中国产品

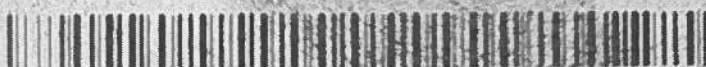
Product of China



E-H011-05-3938 (B)

Caution. Product warranty is void if any seal or label is removed, or if the drive experiences shock in excess of 350 Gs.

This drive is manufactured by Seagate for OEM distribution. For product information or technical support, please contact your system OEM.



CN-0Y9646-21232-611-AWN7



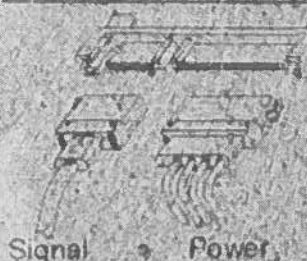
Rev A00

Made in China

Serial Attached ATA(SATA)
Capacity: 80 GB
7200 RPM
Firmware: 8.03

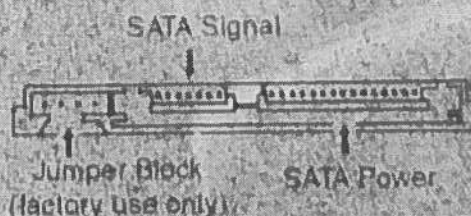
HDD
S/N

5MR5AWN7



Signal

Power



SATA Signal

Jumper Block
(factory use only)

SATA Power



901190120M

HD 160GB SATA-3G
SPARES NO. 391741-001

302005-001



Barracuda 7200.9
160 Gbytes

S/N: 5LS86ZA5

ST3160812AS

P/N: 98D132-021

Firmware: 3.AHL

Date Code: 07206

Site Code: WU



+5V 0.48A

+12V 0.58A

中国产品

Product of China

Caution: Product warranty is void if any seal
or label is removed, or if the drive experiences
shock in excess of 350 Gs.



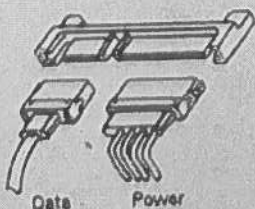
E-H011-05-3453 (B)



HP BPC: 390822-002



CT: 2B63C0083TWF7Z



N170

033027

Seagate U4 MODEL ST34311A

8944 CYL - 15 HDS - 63 SECT - CHS 8,452,080

4.3 Gbytes

Made in Singapore - 3 新加坡制



P/N: 9M9002-003



Configuration Level: A_4631



Configuration Code: UFA-01



S/N: 3BF188YR



Firmware: 8.01

Date Code: 0009 Site Code: AMK

Caution: Production warranty is void if sea shield cover, or any seal or label is removed, or if drive experiences shock in excess of 300 Gs.

+5V --- / +12V ---



FRAGILE

This drive is manufactured by Seagate for OEM distribution. For product information or technical support, please contact your system OEM.

Installation Summary

If you cannot use DiscWizard:

1. Set the drive jumpers. If you're adding a second drive, set one drive as a master and the other as a slave.
2. Attach the cables and mount the drive.
3. Run your computer's BIOS or system setup program. If LBA mode is available, enable it. If your BIOS has an auto-detect option, select it. If not, select user-defined drive type and enter the CHS parameters listed above. Save and exit the setup program.

4. Boot your computer from a Windows or DOS diskette.
5. Run Disk Manager from the DiscWizard diskette to partition and format your new drive (or use DOS programs FDISK and FORMAT). At the DOS prompt, type a:\DM, then press ENTER.



8642				
(7-8)	(5-6)	(3-4)	(1-2)	
☐	☐	☐	☐	Master or single drive
☐	☐	☐	☐	Drive is slave
☐	☐	☐	☐	Master with a non-ATA compatible slave
☐	☐	☐	☐	Cable select

Seagate U4 MODEL ST34311A

8944 CYL - 15 HDS - 63 SECT - CHS 8,452,080 **4.3 Gbytes**

Made In Singapore - 3 新加坡制

P/N: 9M9002-003

Configuration Level: B_4331

Configuration Code: UFA-01

S/N: 3BF16775

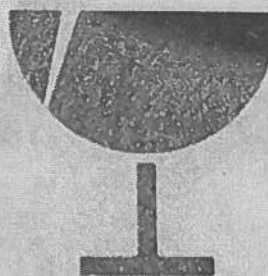
Firmware: 8.01

Date Code: 0009 Site Code: AMK

Caution: Production warranty is void if sea shield cover, or any seal or label is removed, or if drive experiences shock in excess of 300 Gs.

+5V --- / +12V ---

ULTRA
ATA



FRAGILE

This drive is manufactured by Seagate for OEM distribution. For product information or technical support, please contact your system OEM.

Installation Summary

If you cannot use DiscWizard:

1. Set the drive jumpers. If you're adding a second drive, set one drive as a master and the other as a slave.
2. Attach the cables and mount the drive.
3. Run your computer's BIOS or system setup program. If LBA mode is available, enable it. If your BIOS has an auto-detect option, select it. If not, select user-defined drive type and enter the CHS parameters listed above. Save and exit the setup program.
4. Boot your computer from a Windows or DOS diskette.
5. Run Disk Manager from the DiscWizard diskette to partition and format your new drive (or use DOS programs FDISK and FORMAT). At the DOS prompt, type a:DM, then press ENTER.
6. Follow the onscreen Disk Manager instructions to complete the installation.

1 7 6 3 1 4 3 2 1

8 6 4 2
 (7 8) (5 6) (3 4) (1 2)

☐	☐	☐	☐	Master or single drive
☐	☐	☐	☐	Drive is slave
☐	☐	☐	☐	Master with a non-ATA compatible slave
☐	☐	☐	☐	Cable select



S/N: 3BF16775

Seagate U4 MODEL ST34311A

8944 CYL - 15 HDS - 63 SECT - CHS 8,452,080

4.3 Gbytes

Made in Singapore - 3 新加坡制



P/N: 9M9002-003



Configuration Level: A_4631



Configuration Code: UFA-01



S/N: 3BF1BFMV



Firmware: 8.01

Date Code: 0009 Site Code: AMK

Caution: Production warranty is void if sea shield cover, or any seal or label is removed, or if drive experiences shock in excess of 300 Gs.

+5V --- / +12V ---



FRAGILE

This drive is manufactured by Seagate for OEM distribution. For product information or technical support, please contact your system OEM.

Installation Summary

If you cannot use DiscWizard:

1. Set the drive jumpers. If you're adding a second drive, set one drive as a master and the other as a slave.
2. Attach the cables and mount the drive.
3. Run your computer's BIOS or system setup program. If LBA mode is available, enable it. If your BIOS has an auto-detect option, select it. If not, select user-defined drive type and enter the CHS parameters listed above. Save and exit the setup program.
4. Boot your computer from a Windows or DOS diskette.
5. Run Disk Manager from the DiscWizard diskette to partition and format your new drive (or use DOS programs FDISK and FORMAT). At the DOS prompt, type a:\DM, then press ENTER.
6. Follow the onscreen Disk Manager instructions to complete the installation.



8642				
(7-9)	(5-6)	(3-4)	(1-2)	
☐	☐	☐	☐	Master or single drive
☐	☐	☐	☐	Drive is slave
☐	☐	☐	☐	Master with a non-ATA compatible slave
☐	☐	☐	☐	Cable select

HITACHI Deskstar™
www.hitachigst.com



DP/N 02G590
C/O CN
REV A04

OCT-2008

DS/N CN-02G596-71337-8AQ-BN52-A04

HDD S/N
PVFB34ZLU1S0DB



P/N 0A33450

MLC BA2535

WWN 5000CCA33CEB1145

LBA 156,250,000 SECTORS

CHS 16383/16/63

A465121

SATA 3.0 Gb/s

Capacity 80GB

RPM 7200RPM

Firmware# BNA

MADE IN CHINA FOR Hitachi
Global Storage Technologies ES

E182115 ES

MODEL HDS721680PIA380

RATED 5V 690mA, 12V 600mA



WARRANTY VOID IF ANY LABEL/SCREW IS REMOVED OR BROKEN



LES



N13508



台北市
敦化北路
167號5樓



DC

HGS-PFV80PLA38(B)

D33373



Deskstar™

www.ibm.com/harddrive



台北市
基隆路
1段208號

D33028



MADE IN THAILAND BY IBM STORAGE
PRODUCTS (THAILAND) LTD TD

WARRANTY VOID IF ANY LABEL/
SCREW IS REMOVED OR BROKEN
RATED: 5V 500mA 12V 700mA



02-2570



DC

E182115 T



DEC-2002

N79 LES

MODEL: IC35L060AVV207-0

ATA/IDE

CAPACITY: 60.0GB

RPM: 7200RPM

P/N: 08K0994

MLC: H69205

LBA: 117,187,500 SECTORS

CHS: 16383/16/63



DS/N TH-04X473-12567-2CP-1D6D

DP/N 04X473 C/O TH:

A141111

Rev A00



HDD S/N: VNV802G2G8-HLH

HITACHI Deskstar™
www.hitachigst.com

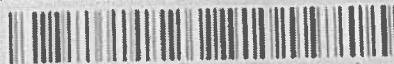


DP/N 02G596
C/O CN
REV A04

OCT-2008

DS/N CN-02G596-71337-8AQ-BN3A-A04

HDD S/N
PVFB34ZLU1X6SB



P/N 0A33450
MLC 8A2535
WWN 5000CCA33CEB24CF
LBA 156,250,000 SECTORS
CHS 16383/16/63
A465121

SATA 3.0 Gb/s
Capacity 80GB
RPM 7200RPM
Firmware# BNA

MADE IN CHINA FOR Hitachi
Global Storage Technologies ES E182115 ES

MODEL HDS721680PLA380
RATED 5V 690mA, 12V 600mA



WARRANTY VOID IF ANY LABEL/SCREW IS REMOVED OR BROKEN



N13508
HQS-PFV80PLA38(B)



D33373

台北市
敦化北路
167號5樓





P/N: 353711DLC06430

P80PLUS

SAMSUNG

WARRANTY VOID IF REMOVED



S/N: S0DEJ1GLC50883

Model : HD080HJ/P

LBA 156,301,488 80.0GB P80SDR

REV. B
F/W : 100-51



RATED : +12V / +5V , 0.5A, 0.7A

SAMSUNG ELECTRONICS CO., LTD



02	03	04	05	06	07	08	09	10	11	12	13
1	2	3	4	5	6	7	8	9	10	11	12



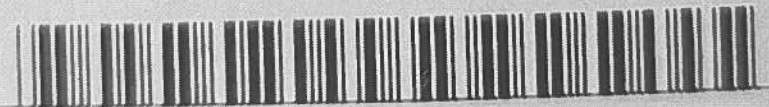
1. 기기의 명칭(모델명): 하드디스크드라이브 (HD080HJ)
2. 인 증 번 호: E-H011-05-0396(B)
3. 인증받은 자의 상호: 삼성전자 주식회사 구미2공장
4. 제 조 년 월 일: 2006.12
5. 제 조 자/제 조 국 가: 삼성전자(주) 구미2공장 / 대한민국

WARNING DELICATE PRODUCT SENSITIVE PARTS INSIDE. DAMAGE MAY OCCUR IF SHOCKED.
TOUCHING THE CIRCUITS MAY CAUSE MALFUNCTION. REMOVAL OF THIS COVER WILL VOID
ANY AND ALL WARRANTIES. Product of KOREA <http://www.samsunghdd.com>

취급주의: 이 제품은 미세한 충격과 정전기에도 손상 될 수 있는 매우 민감한 정밀제품이므로 취급 시 주의 바랍니다. 충격과 정전기에 의한 고장. 한국 내 판매용(DOM, COM, OMD, GAM, NBM, SOC) 표시가 없는 경우 유상 A/S 처리됩니다. <http://www.samsunghdd.co.kr>



CT : 2CC960331U0087



P/N : 404587-002



2166898-001

2UA65202LN

Promodx2200M/P-524/80hww1.0L4#US

392004-001

HD 80GB SATA-3G
SPARES NO. 391945-001



P/N: 353711ELC06256

P80PLUS

SAMSUNG

WARRANTY VOID IF REMOVED



S/N: S0DEJ1GLC50860

Model : HD080HJ/P

LBA 156,301,488 80.0GB P80SDR

REV. B

F/W : 100-51



RATED : +12V +5V 0.5A, 0.7A



02	03	04	05	06	07	08	09	10	11	12	13
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SAMSUNG ELECTRONICS CO., LTD

RoHS
compliant

1. 기기의 명칭(모델명): 하드디스크드라이브 (HD080HJ)
2. 인 증 번 호: E-H011-05-0396(B)
3. 인증받은 자의 상호: 삼성전자 주식회사 구미2공장
4. 제 조 년 월 일: 2006.12
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의한 고장. 한국 내 판매용(DOM, COM, OMD, GAM, N&M, SCC) 표시가 없는 경우 유상 A/S 처리됩니다. <http://www.samsunghdd.co.kr>



CT : 2CC960331U007K



P/N : 404587-002



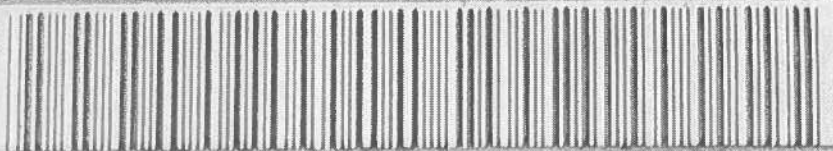
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HD 80GB SATA-3G
SPARES NO. 391945-001



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W3U21

SAMSUNG**WU32163A**

CYL 4186, HD 16, SEC 63, 2.16GB

MA ☐	MA ☐	MA ☐
SL ☐	SL ☐	SL ☐
CS ☐	CS ☐	CS ☐
MASTER (1 DRIVE)	SLAVE	CABLE SELECT



E149091



JUMPER SETTING

US PAT. NO 4,282,554;4,369,475

POWER REQ : +12V DC 0.4A +5V DC 0.5A

MADE IN KOREA

WARNING**DELICATE PRODUCT**

SENSITIVE PARTS INSIDE. DAMAGE MAY OCCUR IF SHOCKED.
TOUCHING THE CIRCUITS MAY CAUSE MALFUNCTION. REMOVAL
OF THIS COVER WILL VOID ANY AND ALL WARRANTIES.

This product is not intended for sale in Korea.

A/S in Korea must be paid for.

(본 제품은 한국외 지역 판매용으로 한국내에서는 유상 A/S 처리됩니다.)



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REV A

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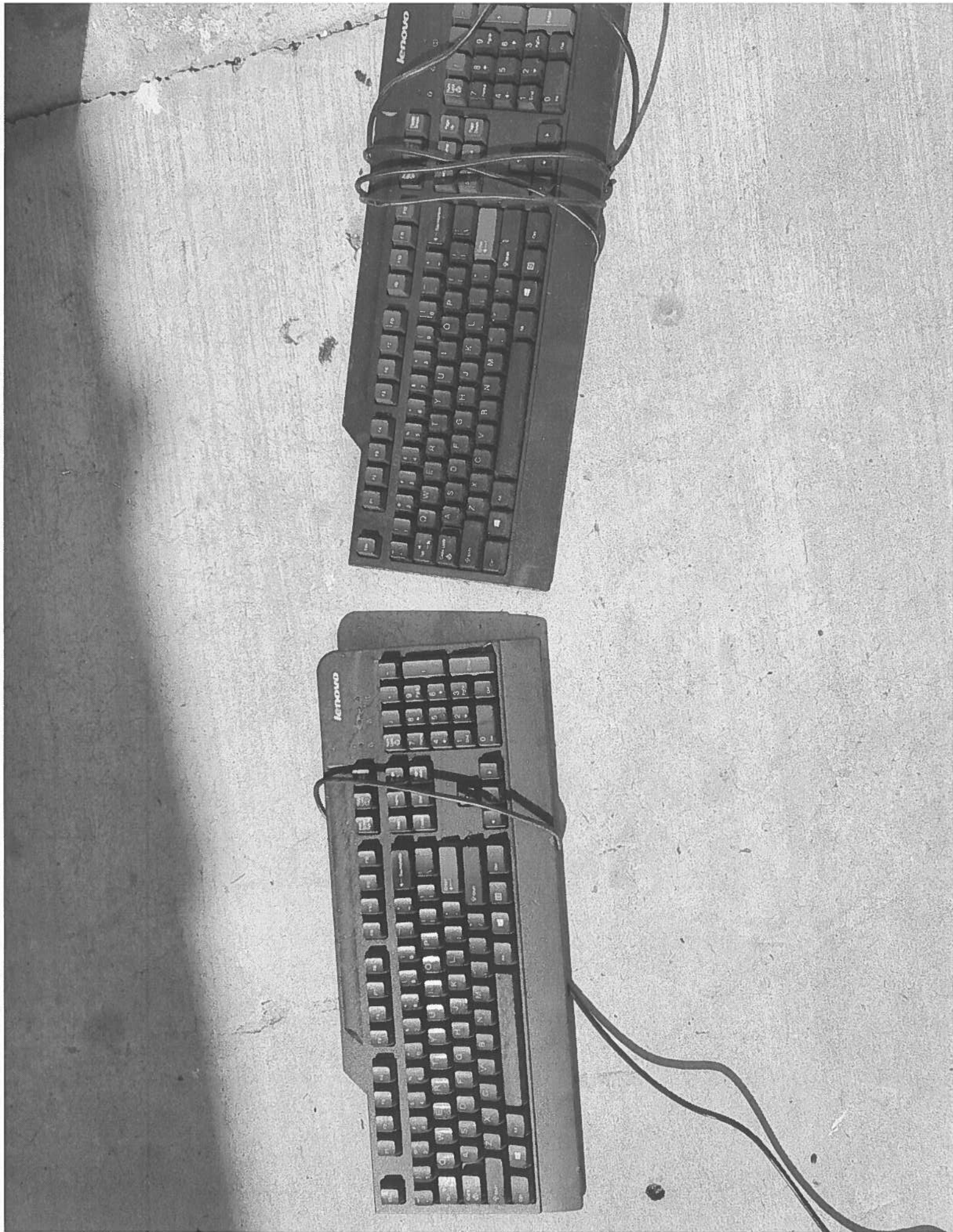




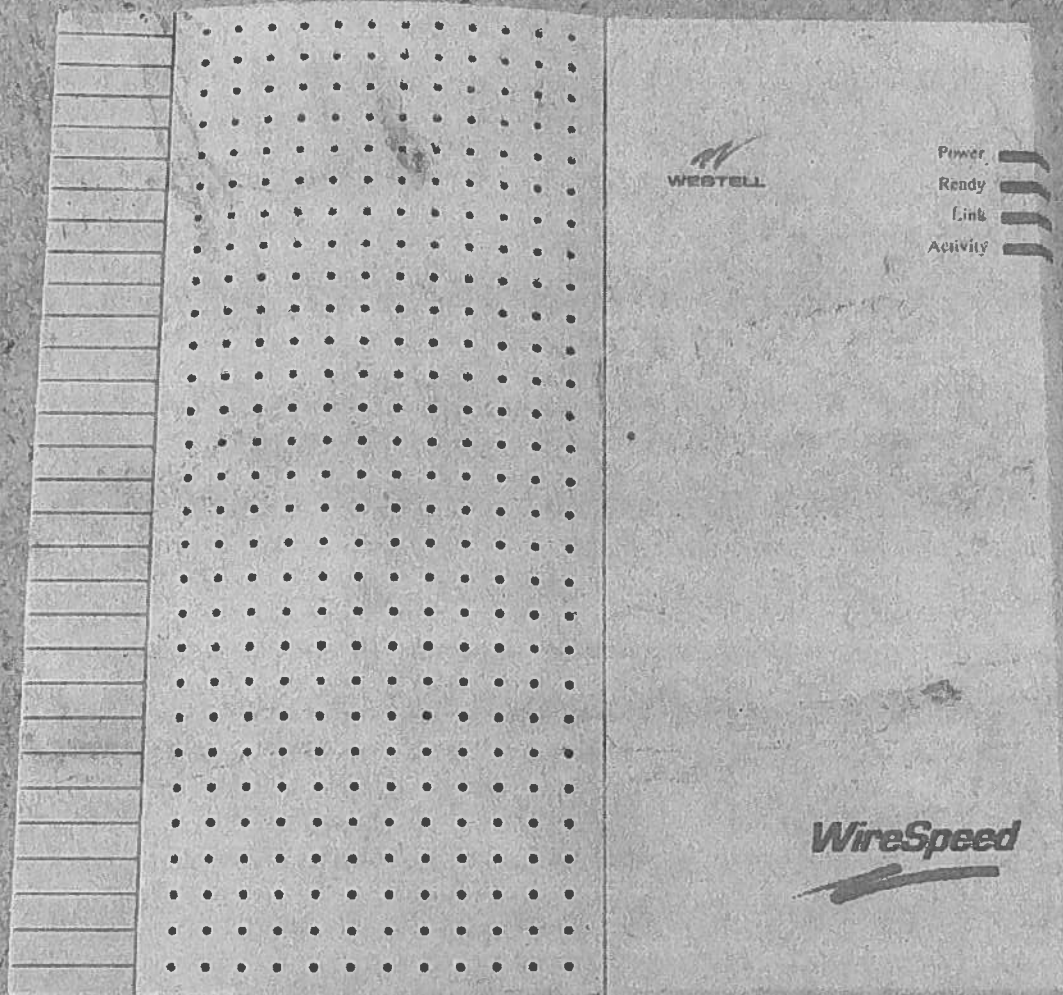


























CAUTION High temperature; keep electrical cords, drapery and other furnishings at least 3 feet (0.9m) from the front of the heater and away from the side and rear.

PRECAUCION Alta temperatura; mantenga los cables eléctricos, cortinas, y otros artículos por lo menos a 3 pies (0.9m) de distancia del frente y los lados del calentador eléctrico para evitar incendios.



CAUTION Risk of electric shock. Do not touch the rear connections until cooled.

PRECAUCION Riesgo de choque eléctrico. No toque las partes traseras hasta que estén frías.



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: November 10, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: CONSIDERATION OF REJECTING BIDS AND AUTHORIZATION TO RE-ADVERTISE AQUATIC CENTER POOL REPLASTERING PROJECT

RECOMMENDATION:

It is recommended that the City Council rejects all bids and authorize staff to re-advertise the project for bids.

BACKGROUND:

Providing a variety of health-promoting activities for Maywood residents and to many surrounding cities, the pool utilized by the Southeast Rio Vista YMCA located at 4801 E. 58th Street in Maywood, is currently in need of pool maintenance improvements in the manner of surface re-plastering. This commercial sized YMCA pool was initially constructed in the summer of 2008 and has served the community with numerous years of aquatics recreation. As with all pools that are frequently in use, the proposed maintenance of re plastering is now required. Consistent with the City's lease agreement with the YMCA, the City is obligated to maintain certain portions of the overall facility and this improvement is consistent with the terms of the lease.

On Dec 9, 2020, City Council awarded a contract to Sea Clear Pools. However, Sea Clear requested additional compensation for bonding and discharging the pool into the nearest sewer system before executing the agreement and proceeding with the work. Considering that additional compensation was significantly high and Sea Clear would not have been the lowest bidder, staff proceeded with advertising the project consistent with the City of Maywood Municipal Code publication requirements for informal bidding on August 16, 2021. One bid was received from Condor, Inc. on September 7, 2021. The bid submitted was for \$156,000, which is much higher than the budget for the project.

DISCUSSION:

Staff is requesting City Council authorization to reject bids and advertise this project as only one bid was received; which is much higher than the budget.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Funds in the amount of \$100,000 has been budgeted for the project. There is no fiscal impact involved with the approval of this item.

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: November 10, 2021

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH COMCATE SOFTWARE, INCORPORATED (COMCATE) TO PROVIDE BUILDING AND CODE ENFORCEMENT SOFTWARE AND SUPPORT

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Comcate Software, Incorporated (Comate) in a not to exceed amount of \$33,694 for the first year for implementation and software and a not to exceed amount of \$16,544 for the annual license plus a 2.5% compounded yearly increase to provide building and code enforcement software and support.

BACKGROUND:

The City of Maywood is currently utilizing HDL Software, LLC for building permit and code enforcement software. The Code Enforcement software was acquired in July of 2011 for \$25,000 and an annual fee of \$3,150. This software has been utilized and has worked well but is no longer supported by HDL, so the program is outside of its life span. The proposed software will create a more efficient way to administer the code enforcement program. The HDL Building Software is also beyond its life span and is not a user-friendly program. Both of these systems were beneficial for the use by the City of Maywood but are no longer a viable option for use by these divisions of the City of Maywood.

DISCUSSION:

The consultant Comcate Software, Inc has been in business since 2000. They provide a range of software solutions that are simple and easy to navigate, implement, configure and are affordable for municipalities to utilize to help with solving problems through technology. Comcate's technology is all web based, so there is no software or hardware to install. It can be accessed via any device with internet access. The proposal is for the Building Permit Manager, which is designed to provide workflow and automate routine activities for this department. It will help this small staff be more efficient and allow for timely reviews and permit issuance to the public. The proposal also includes the Code Enforcement Manager that automates the case management, provides tracking of cases, schedules follow-up inspections and reminders. This program is also designed to help with the Community Development Block Grant (CDBG) reporting. Due to this feature, we are able to utilize CDBG funding to offset the cost. Another feature that is helpful for the small staff and the citizens of Maywood is the Citizen Online Portal, which allows the public to go online and track their permits, which reduces the number of calls to City Hall staff.

The implementation and data migration from our current software is included in this proposal. The system

would be up and functional once the agreement is signed within 3 to 4 months. This program is user-friendly but training is also included in the proposal.

LEGAL REVIEW:

The City attorney has reviewed the report.

FISCAL IMPACT:

As this item was not previously budgeted, there is a need for a budget adjustment of \$33,694 for FY 21/22, \$25,225 from the General Fund and \$8,469 from CDBG.

F.Y. 21-22 Impact: \$33,694	Current F.Y. Budget: General Fund \$7,556 CDBG \$0
Fund Impacted: General Fund and CDBG	Budget adjustment requested: General Fund - \$25,225 CDBG - \$8,469
Source of funds: General Fund and CDBG	Updated Account Budget: General Fund - \$32,781 CDBG - \$8,469
Account Number: 01-645-5125 General Fund Computer Software 16-645-5125 CDBG Computer Software	For fiscal year: 2021/2022

ATTACHMENT(S)

1. PSA Comcate_City of Maywood_Comcate Comments Final

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated November 10, 2021 ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and Comcate Software, Inc. ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide building and code enforcement software and support.

B. Consultant 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 Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be David W. Richmond (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant 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.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through terms specified in Exhibit A, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, building and code enforcement software and support, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$33,694.00 for the first year including implementation, and a 2.5% increase compounded yearly on the annual license fee of \$16,544.00 which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

B. Expenses. The City will not reimburse Consultant for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in **Exhibit B**.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor.

A. Consultant is an independent contractor and not an employee of the City. All work or other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such Services, including, without limitation, a City of Maywood business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

B. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall

perform all Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

C. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, 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. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

6. PERS Compliance and Indemnification

A. General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS,

and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify and hold harmless City, and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from (i) any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 6; or (ii) in the event that Consultant or any employee, agent or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction and/or by PERS to be eligible for enrollment in PERS as an employee of the City. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

7. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subconsultants shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Consultant and its officers, employees, associates and subconsultants, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities. The Consultant shall at all times indemnify, defend and hold harmless the City, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct or misconduct of the Consultant, its agents, servants, or employees in the performance of services under this Agreement.

B. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Consultant relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may 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 subparagraph A.2).

1) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subconsultant, its officers, agents, servants, employees, subconsultants, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subconsultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

A. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

B. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

C. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single

limit of \$1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall provide insurance in the amount required by California law.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) ☐ If this box is checked, Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days'

prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. SubConsultant Insurance Requirements. Consultant shall require each of its subconsultants that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such

information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

13. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least ten calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

15. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 13, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in

which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

16. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Consultant (company mailing address):

Comcate Software, Inc.
David W. Richmond
9500 SW Gemini Dr
Suite 61173
Beaverton, OR 97008-7105

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subConsultant or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

22. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

23. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

24. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a

provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

25. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

26. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

27. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

28. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

29. Business Days. "Business days" means days Maywood City Hall is open for business.

30. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Maywood.

31. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

32. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and

enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

33. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

34. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Maywood,
a California municipal corporation

Consultant:

Comcate Software, Inc.
a California corporation

By: _____
Ricardo Lara
Mayor of the City of Maywood

By: _____
David W. Richmond,
President

ATTEST:

By: _____
Flor Ag, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

September 28, 2021

Steve Fowler
Director of Building and Planning
City of Maywood
4319 E. Slauson Ave.
Maywood, CA. 90270

Re: Business Agreement to Implement Technology

Dear Steve,

At Comcate, we believe in empowering public agencies.

We do this by creating solutions that are simple to use, easy to implement, configurable, accessible, and affordable. Our philosophy, which guides every action we take, centers on helping public agencies solve problems through technology.

Comcate was founded in 2000 with the help of retired City managers and Silicon Valley technologists. With close access to the customer base, our team developed software exclusively for public agencies.

We have signed over 300 agreements with public agencies and have over 20,000 public agency staff users across 34 states. Comcate has implemented more web CRM software in public agencies than any other software provider of which we are aware. With over 10,000 Code, Permit & Inspection Officers across 32 states, Comcate is the leading provider of Code Enforcement & Permit/Building Safety Inspection software in the nation.

Focus

Comcate is entirely focused on improving the efficiency and effectiveness of public agencies with affordable and easy to use web-based software. We are motivated to meet the specific needs of each of our clients. Our client base will testify to our dedication, motivation and initiative to accommodate each of their individual needs.

No Hardware or Software to Install

Comcate hosts all data at a secure facility with robust network and power redundancies and round-the-clock system monitoring. The Agency does not have to purchase any new hardware or software.

Customer Support

We are prepared to dedicate the full support of our staff into the configuration of the application and the tailoring of its implementation. You will have a dedicated Project Manager assigned to your implementation to guide you through each step of the process, with direct phone and email access and full-time customer support.

Simple to Use, Easy to Implement

We are dedicated to understanding your Agency's workflow, and count the number of steps needed to complete an action and tirelessly work to minimize them. We constantly incorporate user feedback into our applications. As a result, Comcate has been recognized by users for its intuitive and easy to use design.

Additional terms are summarized in the Addendum to Business Agreement, which is attached hereto and made part of the Agreement. To accept the Agreement, please sign below. As soon as we receive the signed Agreement we will schedule the implementation kick-off phone call.

We look forward to hearing from you and are available to answer any questions to help facilitate this process.

Very truly yours,



David W. Richmond, President

APPROVED:

Name in Print: _____ Title: _____

Signature: _____ Date: _____

Name in Print: _____ Title: _____

Signature: _____ Date: _____

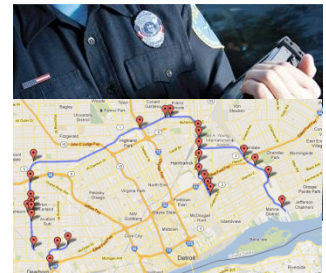
Description of Software (defined as the “Technology”) to be Provided

We believe that the following solutions are a great fit to help the Agency achieve its goals.

Code Enforcement Manager was designed with the guidance of Code Enforcement Officers, Supervisors, and Department Heads. It empowers Code Enforcement Officers and Agency Staff, by giving them a solution that is simple to use, easy to implement, configurable, accessible, and affordable.

HIGHLIGHTS

- Automate case management
- Improve staff efficiency
- Access, track and manage municipal code violations
- Tablet Compatible
- Attach photos
- Schedule follow-ups and receive automatic reminders
- Track violations by parcel
- Print reports and notices automatically
- Configurable to utilize the Agency’s existing notices



GIS Enterprise: Enables integration with GIS server data to provide map-based visualization, address verification for cases, and tabular reports of activity by neighborhood. Property attributes such as ownership information and CDBG eligibility are automatically populated, while map layers can be applied to display location-specific information such as zoning & council district.

Fee Tracker: Automatically populate fees associated with violations based on city fee schedules, and run reports geared at forecasting revenues.

Future (Optional) Items:

Permit Manager: Comcate is designed to meet your Department’s unique workflow and automate routine activities in your department. With this technology daily tasks such as tracking zoning applications, assigning and scheduling follow ups, generating checklists and generating administrative reports, can be completed quickly and easily. Note: Starting in Q2-2021 Comcate will be investing in upgrading the permitting product and will ask the Maywood team for input on the design. In return Maywood will be able to use the upgraded solution for the quoted investment.

Data Migration: Migration of agency historical data into Code Enforcement Manager for historical viewing by Staff, Supervisors, and Department Heads.

Citizen Online Portal for Code and Permitting: eFeedbackManager (eFM) Limited Edition - eFeedbackManager (eFM) is a customer service software tool which provides comprehensive tracking, routing and analysis of customer communications (email, postal mail, phone, walk-ins) for use by staff. eFM provides web-input for customers via the City’s website. Internally, employees log phone calls and the like. The agency has the option to expand usage of application across the agency for an additional investment.

Implementation Timeline and milestones for deliverables

1) Comcate's standard implementation program is flexible. By your request we can conduct the process on a fast track basis of two months to meet the Agency's needs and includes the following actions and meetings.

Major Tasks	Sub Tasks
Pre-project Needs Assessment	- Meet with Agency to clarify and confirm integrations, customizations and phases of the project
Execute Agreement	- Receive signed agreement
Initial Call and Identification of Project Lead with the Agency	- Review implementation process - Identify project team - Schedule kick-off meeting
Kick-Off Meeting	- Comcate introduction - Review project scope and timeline - Demo application to implementation team - Prepare for needs assessments
Needs Assessment	- Review staff workflow - Propose implementation configuration
Code Enforcement configurations	- Identification of violations - Municipal codes and dispositions - Customization of notices - Expense codes and types
Trainings for Code Enforcement	- Role based training: power submitter, case managers, agency heads, agency manager - Role based training for officers
Soft Launch!	- Go Live!
Follow up Training	- Separate follow up training sessions
Project Wrap Up	- Debriefing with project lead, Agency manager and other appropriate participants

* We can complete the implementation and go live with basic implementation within a few weeks after signing the contract.

Ongoing Support and Services

We view every client relationship as a long term partnership. During implementation you will be introduced to several members of our experienced and capable in-house customer support staff.

We maintain hours necessary to support our clients. Currently, our customer service technicians operate during normal business hours from 8am to 5:00pm PST Monday through Friday. Our team is available during business hours via email and phone and we are committed to responding to all client issues within 4-6 hours.

Comcate is required to uphold the following performance standards and response times in the Service Level Table in order to be considered in compliance with its contract:

Comcate shall make arrangements for the technology to be accessible by the Agency's staff and public users 99.8% of the time, not counting scheduled maintenance for users of Comcate's ASP service.

Service Level Table

Level	Description	Response Time	Means of Contact
First	Software System Inoperable	Response within 3 hours	Telephone, email, pager/mobile phone
Second	Significant operating issues but application still operating	Response with 6 hours	Telephone, e-mail
Third	Application not functioning as designed but still operating successfully	Response with 18 hours	Telephone, e-mail
Third	Non-critical problems for which a solution is	These issues will be addressed as part of the product development cycle	Telephone, e-mail

Support includes the following:

- 1) Trouble-shooting at Comcate's facilities
- 2) Establishment of an FAQ for customers
- 3) On-line help windows

Example of on-line help windows can be provided upon request.

2)

3)
4) **Training**

Comcate's training goal is to have staff users up and running on the application during their initial training session.

Comcate has developed its role-based training program by continuing to learn from our hundreds of existing client implementations. Training sessions are organized to be completed in less than an hour, as longer sessions often result in attendees' attention span waning. The session is organized like a story: we start with an introduction about Comcate, the application and project background, then discuss the reason for the implementation, any internal breakdowns that have been identified, and concerns of management.

This provides an opportunity to highlight how our software addressed similar concerns at other agencies. After this discussion, we have provided a brief product demonstration, which provides background to move into the primary, usage-based part of the training.

We found the best result is to have people start using the application as soon as possible. During this period we have staff log-in, create and manage cases, assign tasks and, as appropriate, perform activities that are appropriate for their role. We make this fun and develop stories about requests that are relevant and humorous to those attending the training.

We provide each attendee with a personalized user summary (cheat sheet) which they can take back to their desk. This includes all the information they need to access the application, get answers to common questions and contact Comcate's customer support if necessary. After the training your Project Manager will monitor and track the cases to ensure that all staff members feel comfortable with the application and that the Agency is ready to go live.

Post-implementation training sessions are also included in our proposal. We have found these are valuable by providing staff an opportunity to ask specific questions after they have had a chance to work with the application.

Additional Training (in-person or web-based) can be accommodated at the Agency's request.

Investment Summary

The year-one investment in Comcate's software is comprised of two components: 1) the one-time **Implementation Fee** which includes initial configurations, customizations and web-based training, and 2) the **Annual License Fee** which includes on-going support, upgrades and hosting. Starting in the second year, the Annual License Fee will be adjusted by a COLA increase of 2.5% per year.

Investment

Product	Implementation Fee (One Time)	Annual License Fee	Total Year One Investment	Initial to Confirm Initial Phase Items
Code Enforcement Manager	2,000	3,219	5,219	
Fee Tracker	350	425	775	
GIS Enterprise	1,900	2,800	4,700	
Phase 1 Total	4,250	6,444	10,694	
Future (Options)				
Building Permit Manager	3,400	6,100	4,492	
Data Migration	\$4,000 to \$7,000	N/A	N/A	
eFM LE - Citizen Portal for Code and Building	2,500	4,000	6,500	

- Two full-edit licenses for Code Enforcement Manager. Additional users can be added for \$1000 per year per user.
- Four full-edit licenses for Building Permits and Inspections
- Two read only users. Additional users can be added for \$200 per year per users.
- Unlimited use of GIS Enterprise
- Unlimited use of Fee Tracker
- Unlimited customer support
- Software enhancements and maintenance
- Full implementation support including project management, training, and configurations
- Please initial each row to confirm what is included in initial phase. Comcate will honor Future (Options) through 6/30/2022.

Addendum to Business Agreement

This Addendum to Business Agreement ("Addendum") is made as of date on page one (the "Effective Date") between Comcate Software, Inc. ("Comcate"), a California corporation, and the City of Maywood, CA (the "Agency").

Method of Compensation. The Agency shall promptly review invoicing and notify Comcate of any objection thereto in writing within fifteen (15) business days of receipt of the invoice, and absent such objection, the invoice shall be deemed proper and acceptable, and shall be payable within thirty (30) days of receipt by the Agency.

Ownership of Agency's Data. All data and databases are owned by the Agency and all data, including but not limited to all notes, digital pictures, notices generated by the use of the Technology provided shall be and remain the sole property of the Agency. Upon termination of the Agreement, Comcate will promptly return all of the Agency's Data in the possession of Comcate. Comcate will not use the Agency's data without the express written consent of the Agency.

Initial Configuration, Technical Support, Web-based Training, Maintenance, Enhancements and Updates, Support Services.

- (a) Comcate will design "initial configurations" of Technology which can be accomplished through Setup tabs, including such items as violations, municipal codes, employee accounts, logos, and the like. Initial configurations are deemed completed as of the first day Technology is accessible by the Agency.
- (b) Comcate will provide routine technical support training with respect to the use of Technology.
- (c) Comcate shall provide up to four (4) hours of free web-based training on use of Technology for each product.
- (d) Comcate will also provide whatever routine maintenance, trouble shooting and repairs as are necessary to ensure Agency's access to Technology and the Agency's Data.
- (e) Except to the extent that upgrades of Technology include new modules or features not previously offered as part of Technology as of the date hereof, Agency is entitled to maintenance upgrades of Technology within the cost of the Agreement.
- (f) All support services shall be provided during Comcate's normal business hours telephonically, via e-mail or via web conference connection. Comcate will provide "help pages" to assist the Agency utilize Technology.
- (g) GIS data provided in connection with implementation of Technology will be updated annually as part of the service.
- (h) In connection with the delivery of any of the services described in the Agreement, Comcate shall also be reimbursed for only actual pre-approved out-of-pocket expenses, such as travel, meals, overnight delivery service, web demo costs, long distance telephone calls, copying charges, and the like.

Acknowledgments.

(a) The Agency expressly acknowledges that the Agency is solely responsible for any use of the Technology, and such use will be entirely at Agency's own risk. Agency agrees that the Technology shall not be used for or in connection with any illegal purpose (including but not limited to intellectual property infringement, fraud or defamation).

(b) Comcate acknowledges that it will "host" the Technology and agrees that it will backup data and take appropriate measures to protect and store Agency's Data.

(c) Comcate acknowledges that it shall maintain access rights to the Agency's Data and shall secure such data.

Term: Right of Cancellation.

The Initial Use Term of the Agreement shall commence on the Effective date hereof and continue for 365 days. Thereafter, unless Agency notifies Comcate in writing at least 30 days in advance of each scheduled expiration date that Agency elects not to renew, the Agreement shall automatically renew for a period of 365 days.

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EXHIBIT B

COMPENSATION

See investment summary in Exhibit A